

STATE OF NEW YORK
SUPREME COURT : COUNTY OF ERIE

THE CITY OF BUFFALO
65 Niagara Square
Buffalo, New York 14202

BYRON W. BROWN, as Mayor of the City of Buffalo
65 Niagara Square
Buffalo, New York 14202

Plaintiffs,

SUMMONS

-vs-

ABN AMRO MORTGAGE GROUP, INC.
540 West Madison Street
Chicago, Illinois 60661

ALDEN STATE BANK
13216 Broadway
Alden, New York 14004

AMERICAN BUSINESS CREDIT, INC.
100 Penn Square East
Philadelphia, Pennsylvania 19107

AMERIQUEST MORTGAGE COMPANY
1100 Town & Country Road, Suite 1100
Orange, California 92868

BANK OF AMERICA, NA
1100 North King Street
Wilmington, Delaware 19801

BANK OF NEW YORK Trust Company NA,
700 South Flowers, 2nd Floor
Los Angeles, California 90017-4104

BANKERS TRUST COMPANY OF CALIFORNIA, NA
N/K/A DEUTSCHE BANK NATIONAL TRUST COMPANY
60 Wall Street
New York, New York 10005

BEAL BANK SSB
6000 Legacy Drive
Plano, Texas 75024

CENTEX HOME EQUITY COMPANY LLC n/k/a
NATIONSTAR MORTGAGE LLC
350 Highland Drive
Lewisville, Texas 75067

THE CHASE MANHATTAN BANK,
780 Kansas Lane, Suite A
Monroe, Louisiana 71203

THE CHASE MANHATTAN BANK, n/k/a
JP MORGAN CHASE BANK, NATIONAL ASSOCIATION
1111 Polaris Parkway
Columbus, Ohio 43240

CITIBANK N.A.,
3900 Paradise Road, Suite 127
Las Vegas, Nevada 89109

CITIFINANCIAL INC.
300 Saint Paul Place
Baltimore, Maryland 21202

CITIFINANCIAL MORTGAGE COMPANY, INC.,
250 Carpenter Freeway
Irving, Texas 75062

CITIMORTGAGE, INC.
1000 Technology Drive, MS 140
O'Fallon, Missouri 63368

THE CIT GROUP/CONSUMER FINANCE, INC.
1 Cit Drive
Livingston, New Jersey 07039

CITYSCAPE CORP.
4547 Lakeshore Drive
Waco, Texas 76710

CREDIT-BASED ASSET SERVICING & SECURITIZATION, LLC
335 Madison Avenue, 19 Floor
New York, New York 10017

DEUTSCHE BANK NATIONAL TRUST COMPANY
60 Wall Street
New York, New York 10005

EMPIRE DEVELOPMENT LLC
1450 Midvale Avenue, #101
Los Angeles, California 90024

EMC MORTGAGE CORPORATION
2780 Lake Vista Drive
Lewisville, Texas 75067

FCI NATIONAL FUND II, LLC
8180 East Kaiser Blvd
Anaheim Hills, California 92808

FIRST UNION NATIONAL BANK n/k/a
WACHOVIA BANK OF DELAWARE
1100 Corporate Center Drive
Raleigh, North Carolina 27607

GE CAPITAL MORTGAGE SERVICES, INC.
3 Executive Campus
Cherry Hill, New Jersey 08002

IMC MORTGAGE COMPANY
10014 N. Dale Mabry #101
Tampa, Florida 33618

JP MORGAN CHASE BANK, n/k/a
JP MORGAN CHASE BANK, NATIONAL ASSOCIATION
1111 Polaris Parkway
Columbus, Ohio 43240

KEYBANK NATIONAL ASSOCIATION,
127 Public Square
Cleveland, Ohio 44114

LONGBEACH MORTGAGE COMPANY
1201 3rd Ave., WMT1706
Seattle, Washington 98101

MANUFACTURERS AND TRADERS TRUST COMPANY
One M & T Plaza
Buffalo, New York 14240

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.
c/o MERSCORP, INC.
1595 Springhill Road, suite 310
Vienna, Virginia 22182

NATIONSCREDIT FINANCIAL SERVICES CORPORATION
9000 Southside Boulevard
FL9-400-05-41
Jacksonville, Florida 32256

NORWEST BANK MINNESOTA NA, n/k/a
WELLS FARGO BANK OF MINNESOTA,
420 Montgomery Street
San Francisco, California 94104

OPTION ONE MORTGAGE CORPORATION
3 ADA
Irvine, California 92618

THE PROVIDENT BANK d/b/a PCFS
1 E 4th Street, MS 201A
Cincinnati, Ohio 45202

UNITED COMPANIES LENDING CORP.
8549 United Plaza Blvd.
Baton Rouge, Louisiana 70809

WASHINGTON MUTUAL BANK FA
n/k/a WASHINGTON MUTUAL BANK
2273 North Green Valley Parkway
Henderson, Nevada 89014

Defendants

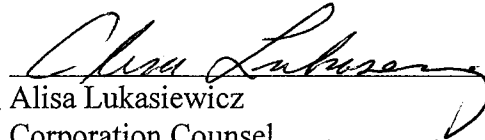
To the above-named Defendants:

You are hereby summoned and required to serve upon Alisa Lukasiewicz, Corporation Counsel, an Answer to the Complaint in this action within ten (10) days after the service of this Summons and Complaint, exclusive of the date of service, or within thirty (30) days after service is completed if this Summons and Complaint is not personally delivered to you within the State of New York. In case of your failure to answer, judgment will be taken against you by default for the relief demanded in the complaint.

The basis of the venue designated is the residence of Plaintiffs which is in the City of Buffalo, County of Erie and State of New York.

In the case of default, judgment will be taken in an amount which will exceed the jurisdiction of all lower courts which would otherwise have jurisdiction over this matter.

Dated: February 20, 2008
Buffalo, New York


Alisa Lukasiewicz
Corporation Counsel
Attorneys for Plaintiff
City of Buffalo
1100 City Hall, 65 Niagara Square
Buffalo, New York 14202
(716) 851-4333

STATE OF NEW YORK
SUPREME COURT : COUNTY OF ERIE

THE CITY OF BUFFALO, and
BYRON W. BROWN

Plaintiffs,

-vs-

VERIFIED COMPLAINT

Index # _____

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

WELLS FARGO BANK MINNESOTA NATIONAL ASSOCIATION, and
OPTION ONE MORTGAGE CORPORATION, and
THE PROVIDENT BANK d/b/a PCFS, and
UNITED COMPANIES LENDING CORP., and
WASHINGTON MUTUAL BANK FA, and

Defendants.

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

Introductory Statements

1. That the Plaintiff, THE CITY OF BUFFALO, is and was at all times hereinafter mentioned, a municipal corporation organized and existing under the laws of the State of New York, with its principal offices at 65 Niagara Square, Buffalo, New York, and

2. That the Plaintiff, Byron W. Brown, is the duly elected Mayor of the City of Buffalo, with his principal office at 65 Niagara Square, Buffalo, New York, and

3. That the Defendants herein are corporations and other financial entities that have obtained judgments of foreclosure and/or accepted deeds as a result of foreclosure within the City of Buffalo, and

4. There have been approximately three thousand foreclosure filings in the City of Buffalo over the past two years. Many of these foreclosures result in sales to new owners who pay property taxes and maintain the properties in good condition.

5. However, too many of these properties become abandoned as a result of foreclosure and caused great hardship to the City of Buffalo. After foreclosure, many financial institutions “walk away” from properties, leaving the City of Buffalo and its taxpayers to deal with the abandoned, blighted properties.

6. The City of Buffalo estimates that there are approximately ten thousand (10,000) vacant properties within the City limits. Each vacant property costs the City thousands of dollars each year due to nuisance abatement costs, such as demolition, as well as excessive fire and police responses, lost tax revenues, and decreased neighboring property values.

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

8. This complaint is based on fifty-seven (57) properties in the City of Buffalo that became abandoned as a result of mortgage foreclosures and have become so blighted as to require demolition. Defendants have been granted judgments of foreclosure and/or deeds as a result of foreclosure for each of the fifty-seven (57) properties. In each instance, the Defendants have failed to take appropriate action to protect or dispose of these properties, leaving the City of Buffalo with the burden of nuisance abatement, demolition and other costs and losses.

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

10. The City of Buffalo has a duty under Section 8, Article 1 of the New York State Constitution to seek reimbursement of any such nuisance abatement costs, and herein seeks such costs together with other costs and losses and all applicable interest.

Where such costs and losses, including but not limited to demolition, have already been incurred the Plaintiff seeks reimbursement from Defendants for such costs. Where such costs and losses, including but not limited to demolition, have not yet been determined and/or not yet been incurred, the Plaintiff seeks such compensation from Defendants once they have been determined, and

The Defendants and Properties

11. That the Defendant, ABN AMRO MORTGAGE GROUP INC., is and was at all times hereinafter alleged, a New York corporation with its principal place of business at 540 West Madison Street, Chicago, Illinois 60661, and conducted business in the City of Buffalo, County of Erie, State of New York, and

12. That upon information and belief, the Defendant ABN AMRO MORTGAGE GROUP INC. was at all times hereinafter alleged, the owner, occupant, mortgagee in possession, equitable owner or that which exercised dominion and control over the real properties situate at and commonly known and described as 1215 Fillmore and 1757 Bailey Avenue in the City of Buffalo, and

13. That on or about February 18, 2004, ABN AMRO MORTGAGE GROUP INC. was granted a judgment of foreclosure for the property know as 1757 Bailey in the City of Buffalo, New York and thereby was the owner, occupant, mortgagee in possession, equitable owner, or that which exercised dominion and control over said property, and

14. That upon information and belief, the buildings on the property at 1757 Bailey have become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

15. That the conditions at 1757 Bailey were in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo and other applicable laws including but not limited to the New York State Property Maintenance Code, and

16. That upon information and belief, the Defendant ABN AMRO MORTGAGE GROUP INC. permitted, suffered and allowed the aforesaid building(s) located at 1757 Bailey to become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

17. That upon information and belief, the Defendant ABN AMRO MORTGAGE GROUP INC. permitted, suffered and allowed the aforesaid building(s) located at 1757 Bailey to become in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

18. That the City of Buffalo possesses the requisite authority to order and proceed with the demolition of the unsafe and dangerous structure(s) located at the property known as 1757 Bailey and to recover the expenses and costs attributable and incurred by City of Buffalo from the defendant, ABN AMRO MORTGAGE GROUP INC., and

19. That on or about November 2, 2006, ABN AMRO MORTGAGE GROUP INC. was granted a judgment of foreclosure for the property know as 1215 Fillmore in the City of Buffalo, New York and thereby was the owner, occupant, mortgagee in

possession, equitable owner, or that which exercised dominion and control over said property, and

20. That upon information and belief, the buildings on the property at 1215 Fillmore have become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

21. That upon information and belief, the buildings on the property at 1215 Fillmore were in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

22. That upon information and belief, the Defendant ABN AMRO MORTGAGE GROUP INC. permitted, suffered and allowed the aforesaid building(s) located at 1215 Fillmore to become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

23. That upon information and belief, the Defendant ABN AMRO MORTGAGE GROUP INC. permitted, suffered and allowed the aforesaid building(s) located at 1215 Fillmore to become in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo and other applicable laws including but not limited to the New York State Property Maintenance Code, and

24. That the City of Buffalo possesses the requisite authority to order and proceed with the demolition of the unsafe and dangerous structure(s) located at the property known as 1215 Fillmore and to recover the expenses and costs attributable and

incurred by City of Buffalo from the Defendant, ABN AMRO MORTGAGE GROUP INC., and

25. That the Defendant, ALDEN STATE BANK, is and was at all times hereinafter alleged, a Federal Reserve Member with its principal place of business at 13216 Broadway, Alden, New York 14004, and conducted business in the City of Buffalo, County of Erie, State of New York.

26. That the Defendant, ALDEN STATE BANK, is and was at all times hereinafter alleged, the owner, occupant, mortgagee in possession, equitable owner, or that which exercised dominion and control over the property know as 15 Newton in the City of Buffalo, New York, and

27. That on or about April 25, 2003, ALDEN STATE BANK was granted a judgment of foreclosure for the property know as 15 Newton in the City of Buffalo, New York and thereby was the owner, occupant, mortgagee in possession, equitable owner, or that which exercised dominion and control over said property, and

28. That upon information and belief, the buildings on the property at 15 Newton have become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

29. That upon information and belief, the buildings on the property at 15 Newton were in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

30. That upon information and belief, the Defendant ALDEN STATE BANK permitted, suffered and allowed the aforesaid building(s) located at 15 Newton to become

so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

31. That upon information and belief, the Defendant ALDEN STATE BANK permitted, suffered and allowed the aforesaid building(s) located at 15 Newton to become in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

32. That the City of Buffalo possesses the requisite authority to order and proceed with the demolition of the unsafe and dangerous structure(s) located at the property known as 15 Newton and to recover the expenses and costs attributable and incurred by City of Buffalo from the Defendant, ALDEN STATE BANK, and

33. That the Defendant, BEAL BANK SSB, is and was at all times hereinafter alleged, a FDIC Savings Bank with its principal place of business at 6000 Legacy Drive, Plano, Texas 75024, and conducted business in the City of Buffalo, County of Erie, State of New York, and

34. That the Defendant, BEAL BANK SSB, is and was at all times hereinafter alleged, the owner, occupant, mortgagee in possession, equitable owner, or that which exercised dominion and control over the property know as 188 Dewitt in the City of Buffalo, New York, and

35. That on or about March 13, 2003, BEAL BANK SSB was granted a judgment of foreclosure for the property know as 188 Dewitt in the City of Buffalo, New York and thereby was the owner, occupant, mortgagee in possession, equitable owner, or that which exercised dominion and control over said property, and

36. That upon information and belief, the buildings on the property at 188 Dewitt have become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

37. That upon information and belief, the buildings on the property at 188 Dewitt were in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

38. That upon information and belief, the Defendant BEAL BANK SSB permitted, suffered and allowed the aforesaid building(s) located at 188 Dewitt become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

39. That upon information and belief, the Defendant BEAL BANK SSB permitted, suffered and allowed the aforesaid building(s) located at 188 Dewitt become in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

40. That on or about October 15, 2007, by virtue of the failure of the Defendant BEAL BANK SSB to repair or demolish said building(s) located at 188 Dewitt, that the City of Buffalo, pursuant to the authority vested in it in accordance with the Code and Charter of the City of Buffalo, was obliged to proceed and did proceed to demolish the building(s) or structure(s) thereon, a cost and expense of approximately Fourteen Thousand Three Hundred and Fifty Dollars (\$14,350), and

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

42. That the Defendant, AMERICAN BUSINESS CREDIT, INC., is and was at all times hereinafter alleged the owner, occupant, mortgagee in possession, equitable owner, or that which exercised dominion and control over the property know as 1477 East Delavan in the City of Buffalo, New York, and

43. That on or about July 19, 2004, AMERICAN BUSINESS CREDIT, INC. was granted a judgment of foreclosure for the property know as 1477 East Delavan in the City of Buffalo, New York and thereby was the owner, occupant, mortgagee in possession, equitable owner, or that which exercised dominion and control over said property, and

44. That upon information and belief, the buildings on the property at 1477 East Delavan have become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

45. That upon information and belief, the buildings on the property at 1477 East Delavan were in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

46. That upon information and belief, the Defendant AMERICAN BUSINESS CREDIT, INC. permitted, suffered and allowed the aforesaid building(s) located at 1477

East Delavan become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

47. That upon information and belief, the Defendant AMERICAN BUSINESS CREDIT, INC. permitted, suffered and allowed the aforesaid building(s) located at 1477 East Delavan become in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

48. That on or about May 30, 2007, by virtue of the failure of the Defendant AMERICAN BUSINESS CREDIT, INC. to repair or demolish said building(s) located at 1477 East Delavan, that the City of Buffalo, pursuant to the authority vested in it in accordance with the Code and Charter of the City of Buffalo, was obliged to proceed and did proceed to demolish the building(s) or structure(s) thereon, a cost and expense of approximately Thirty Eight Thousand, Seven Hundred Dollars (\$38,700.00), and

49. That the Defendant, AMERIQUEST MORTGAGE COMPANY, is and was at all times hereinafter alleged, a Delaware corporation with its principal place of business at 1100 Town & Country Road, Suite 1100, Orange, California 92868, and conducted business in the City of Buffalo, County of Erie, State of New York, and

50. That the Defendant, AMERIQUEST MORTGAGE COMPANY, is and was at all times hereinafter alleged the owner, occupant, mortgagee in possession, equitable owner, or that which exercised dominion and control over the property know as 194 Sumner in the City of Buffalo, New York, and

51. That on or about October 21, 2004, AMERIQUEST MORTGAGE COMPANY was granted a judgment of foreclosure for the property know as 194 Sumner

in the City of Buffalo, New York and thereby was the owner, occupant, mortgagee in possession, equitable owner, or that which exercised dominion and control over said property, and

52. That upon information and belief, the buildings on the property at 194 Sumner have become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

53. That upon information and belief, the buildings on the property at 194 Sumner were in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

54. That upon information and belief, the Defendant AMERIQUEST MORTGAGE COMPANY permitted, suffered and allowed the aforesaid building(s) located at 194 Sumner become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

55. That upon information and belief, the Defendant AMERIQUEST MORTGAGE COMPANY permitted, suffered and allowed the aforesaid building(s) located at 194 Sumner become in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

56. That the City of Buffalo possesses the requisite authority to order and proceed with the demolition of the unsafe and dangerous structure(s) located at the property known as 194 Sumner and to recover the expenses and costs attributable and

incurred by City of Buffalo from the Defendant, AMERIQUEST MORTGAGE COMPANY, and

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

58. That the Defendant, BANKER'S TRUST COMPANY OF CALIFORNIA, NA, is and was at all times hereinafter alleged the owner, occupant, mortgagee in possession, equitable owner, or that which exercised dominion and control over the properties know as 83 Texas, 276 Detroit, 1418 Bailey, 382 Moselle, 496 Fillmore, 234 Strauss, 220 Schuele and 19 Marigold in the City of Buffalo.

59. That on or about October 3, 2002, BANKER'S TRUST COMPANY, NA as Custodian or Trustee, was granted a judgment of foreclosure for the property know as 83 Texas in the City of Buffalo, New York and thereby was the owner, occupant, mortgagee in possession, equitable owner, or that which exercised dominion and control over said property, and

60. That upon information and belief, the buildings on the property at 83 Texas have become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

61. That upon information and belief, the buildings on the property at 83 Texas were in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or

Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

62. That upon information and belief, the Defendant BANKER'S TRUST COMPANY permitted, suffered and allowed the aforesaid building(s) located at 83 Texas become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

63. That upon information and belief, the Defendant BANKER'S TRUST COMPANY permitted, suffered and allowed the aforesaid building(s) located at 83 Texas become in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

64. That on or about February 2, 2007, by virtue of the failure of the Defendant BANKER'S TRUST COMPANY to repair or demolish said building(s) located at 83 Texas, that the City of Buffalo, pursuant to the authority vested in it in accordance with the Code and Charter of the City of Buffalo, was obliged to proceed and did proceed to demolish the building(s) or structure(s) thereon, a cost and expense of approximately Ten Thousand Eight Hundred and Fifty Dollars (\$10,850.00), and

65. That on or about November 17, 2003, BANKER'S TRUST COMPANY, NA as Trustee, was granted a judgment of foreclosure for the property know as 276 Detroit in the City of Buffalo, New York and thereby was the owner, occupant, mortgagee in possession, equitable owner, or that which exercised dominion and control over said property, and

66. That upon information and belief, the buildings on the property at 276 Detroit have become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

67. That upon information and belief, the buildings on the property at 276 Detroit were in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

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

69. That upon information and belief, the Defendant BANKER'S TRUST COMPANY permitted, suffered and allowed the aforesaid building(s) located at 276 Detroit become in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

70. That on or about December 19, 2007, by virtue of the failure of the Defendant BANKER'S TRUST COMPANY to repair or demolish said building(s) located at 276 Detroit, that the City of Buffalo, pursuant to the authority vested in it in accordance with the Code and Charter of the City of Buffalo, was obliged to proceed and did proceed to demolish the building(s) or structure(s) thereon, a cost and expense of approximately Nine Thousand Dollars (\$9,000.00), and

71. That on or about April 8, 2003, BANKER'S TRUST COMPANY, NA as Trustee was granted a judgment of foreclosure for the property know as 1418 Bailey in the City of Buffalo, New York and thereby was the owner, occupant, mortgagee in possession, equitable owner, or that which exercised dominion and control over said property, and

72. That upon information and belief, the buildings on the property at 1418 Bailey become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

73. That upon information and belief, the buildings on the property at 1418 Bailey were in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

74. That upon information and belief, the Defendant BANKER'S TRUST COMPANY permitted, suffered and allowed the aforesaid building(s) located at 1418 Bailey become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

75. That upon information and belief, the Defendant BANKER'S TRUST COMPANY permitted, suffered and allowed the aforesaid building(s) located at 1418 Bailey become in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

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

property known as 1418 Bailey and to recover the expenses and costs attributable and incurred by City of Buffalo from the Defendant, BANKER'S TRUST COMPANY, and

77. That on or about October 9, 2002, BANKER'S TRUST COMPANY, NA, as Trustee under the Pooling and Servicing Agreement Series 2000C, was granted a judgment of foreclosure for the property know as 382 Moselle in the City of Buffalo, New York and thereby was the owner, occupant, mortgagee in possession, equitable owner, or that which exercised dominion and control over said property, and

78. That upon information and belief, the buildings on the property at 382 Moselle have become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

79. That upon information and belief, the buildings on the property at 382 Moselle were in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

80. That upon information and belief, the Defendant BANKER'S TRUST COMPANY permitted, suffered and allowed the aforesaid building(s) located at 382 Moselle become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

81. That upon information and belief, the Defendant BANKER'S TRUST COMPANY permitted, suffered and allowed the aforesaid building(s) located at 382 Moselle become in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

82. That on or about December 19, 2007, by virtue of the failure of the Defendant BANKER'S TRUST COMPANY to repair or demolish said building(s) located at 382 Moselle, that the City of Buffalo, pursuant to the authority vested in it in accordance with the Code and Charter of the City of Buffalo, was obliged to proceed and did proceed to demolish the building(s) or structure(s) thereon, a cost and expense of approximately Eight Thousand Four Hundred Dollars (\$8,400), and

83. That on or about August 22, 2002, BANKER'S TRUST COMPANY, NA was granted a judgment of foreclosure for the property know as 496 Fillmore in the City of Buffalo, New York and thereby was the owner, occupant, mortgagee in possession, equitable owner, or that which exercised dominion and control over said property, and

84. That upon information and belief, the buildings on the property at 496 Fillmore become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

85. That upon information and belief, the buildings on the property at 496 Fillmore were in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

86. That upon information and belief, the Defendant BANKER'S TRUST COMPANY permitted, suffered and allowed the aforesaid building(s) located at 496 Fillmore become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

87. That upon information and belief, the Defendant BANKER'S TRUST COMPANY permitted, suffered and allowed the aforesaid building(s) located at 496

Fillmore become in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

88. That the City of Buffalo possesses the requisite authority to order and proceed with the demolition of the unsafe and dangerous structure(s) located at the property known as 496 Fillmore and to recover the expenses and costs attributable and incurred by City of Buffalo from the Defendant, BANKER'S TRUST COMPANY, and

89. That on or about September 24, 2002, BANKER'S TRUST COMPANY, NA was granted a judgment of foreclosure for the property know as 234 Strauss in the City of Buffalo, New York and thereby was the owner, occupant, mortgagee in possession, equitable owner, or that which exercised dominion and control over said property, and

90. That upon information and belief, the buildings on the property at 234 Strauss have become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

91. That upon information and belief, the buildings on the property at 234 Strauss were in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

92. That upon information and belief, the Defendant BANKER'S TRUST COMPANY permitted, suffered and allowed the aforesaid building(s) located at 234 Strauss become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

93. That upon information and belief, the Defendant BANKER'S TRUST COMPANY permitted, suffered and allowed the aforesaid building(s) located at 234 Strauss become in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

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

95. That on or about August 9, 2002, BANKER'S TRUST COMPANY, NA was granted a judgment of foreclosure for the property know as 220 Schuele in the City of Buffalo, New York and thereby was the owner, occupant, mortgagee in possession, equitable owner, or that which exercised dominion and control over said property, and

96. That upon information and belief, the buildings on the property at 220 Schuele have become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

97. That upon information and belief, the buildings on the property at 220 Schuele were in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

98. That upon information and belief, the Defendant BANKER'S TRUST COMPANY permitted, suffered and allowed the aforesaid building(s) located at 220

Schuele become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

99. That upon information and belief, the Defendant BANKER'S TRUST COMPANY permitted, suffered and allowed the aforesaid building(s) located at 220 Schuele become in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

100. That the City of Buffalo possesses the requisite authority to order and proceed with the demolition of the unsafe and dangerous structure(s) located at the property known as 220 Schuele and to recover the expenses and costs attributable and incurred by City of Buffalo from the Defendant, BANKER'S TRUST COMPANY, and

101. That on or about June 14, 2002, BANKER'S TRUST COMPANY, NA, in Trust for the Benefit of the Holders of Aames Mortgage Trust 2001-2 Pass Through Certificates, Series 2001-2, c/o Countrywide Home Loans SV-19, was granted a judgment of foreclosure for the property know as 19 Marigold in the City of Buffalo, New York and thereby was the owner, occupant, mortgagee in possession, equitable owner, or that which exercised dominion and control over said property, and

102. That upon information and belief, the buildings on the property at 19 Marigold have become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

103. That upon information and belief, the buildings on the property at 19 Marigold were in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or

Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

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

105. That upon information and belief, the Defendant BANKER'S TRUST COMPANY permitted, suffered and allowed the aforesaid building(s) located at 19 Marigold become in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

106. That the City of Buffalo possesses the requisite authority to order and proceed with the demolition of the unsafe and dangerous structure(s) located at the property known as 19 Marigold and to recover the expenses and costs attributable and incurred by City of Buffalo from the Defendant, BANKER'S TRUST COMPANY, and

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

108. That the Defendant, BANK OF AMERICA, is and was at all times hereinafter alleged the owner, occupant, mortgagee in possession, equitable owner, or that which exercised dominion and control over the properties know as 1 Ruhland in the City of Buffalo, New York, and

109. That on or about October 27, 2004, BANK OF AMERICA successor by merger to BA Mortgage, LLC, successor by merger to Keycorp Mortgage, Inc. was granted a judgment of foreclosure for the property know as 1 Ruhland in the City of Buffalo, New York and thereby was the owner, occupant, mortgagee in possession, equitable owner, or that which exercised dominion and control over said property, and

110. That upon information and belief, the buildings on the property at 1 Ruhland have become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

111. That upon information and belief, the buildings on the property at 1 Ruhland were in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

112. That upon information and belief, the Defendant BANK OF AMERICA permitted, suffered and allowed the aforesaid building(s) located at 1 Ruhland become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

113. That upon information and belief, the Defendant BANK OF AMERICA permitted, suffered and allowed the aforesaid building(s) located at 1 Ruhland become in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

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

property known as 1 Ruhland and to recover the expenses and costs attributable and incurred by City of Buffalo from the Defendant, BANK OF AMERICA, and

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

116. That the Defendant, BANK OF NEW YORK TRUST, is and was at all times hereinafter alleged the owner, occupant, mortgagee in possession, equitable owner, or that which exercised dominion and control over the properties know as 508 Dodge in the City of Buffalo, New York, and

117. That on or about January 8, 2003, BANK OF NEW YORK TRUST under the Agreement Dated 12/01/01 (EQCC Trust 2001-TF) c/o Fairbanks Capital Corp. was granted a judgment of foreclosure for the property know as 508 Dodge in the City of Buffalo, New York and thereby was the owner, occupant, mortgagee in possession, equitable owner, or that which exercised dominion and control over said property, and

118. That upon information and belief, the buildings on the property at 508 Dodge have become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

119. That upon information and belief, the buildings on the property at 508 Dodge were in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

120. That upon information and belief, the Defendant BANK OF NEW YORK permitted, suffered and allowed the aforesaid building(s) located at 508 Dodge become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

121. That upon information and belief, the Defendant BANK OF NEW YORK permitted, suffered and allowed the aforesaid building(s) located at 508 Dodge become in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

122. That the City of Buffalo possesses the requisite authority to order and proceed with the demolition of the unsafe and dangerous structure(s) located at the property known as 508 Dodge and to recover the expenses and costs attributable and incurred by City of Buffalo from the Defendant, BANK OF NEW YORK and

123. That the Defendant, CENTEX HOME EQUITY COMPANY LLC n/k/a NATIONSTAR MORTGAGE LLC, is and was at all times hereinafter alleged, a Delaware Limited Liability Company with its principal place of business at 350 Highland Drive, Lewisville, Texas 75067 and conducted business in the City of Buffalo, County of Erie, State of New York, and

124. That the Defendant, CENTEX HOME EQUITY COMPANY LLC n/k/a NATIONSTAR MORTGAGE LLC, is and was at all times hereinafter alleged the owner, occupant, mortgagee in possession, equitable owner, or that which exercised dominion and control over the properties know as 278 Brinkman in the City of Buffalo, New York, and

125. That on or about July 17, 2006, CENTEX HOME EQUITY COMPANY LLC, F/K/A CENTEX HOME EQUITY was granted a judgment of foreclosure for the property know as 278 Brinkman in the City of Buffalo, New York and thereby was the owner, occupant, mortgagee in possession, equitable owner, or that which exercised dominion and control over said property, and

126. That upon information and belief, the buildings on the property at 278 Brinkman have become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

127. That upon information and belief, the buildings on the property at 278 Brinkman, were in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

128. That upon information and belief, the Defendant CENTEX HOME EQUITY COMPANY LLC permitted, suffered and allowed the aforesaid building(s) located at 278 Brinkman become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

129. That upon information and belief, the Defendant CENTEX HOME EQUITY COMPANY LLC permitted, suffered and allowed the aforesaid building(s) located at 278 Brinkman become in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

130. That the City of Buffalo possesses the requisite authority to order and proceed with the demolition of the unsafe and dangerous structure(s) located at the property known as 278 Brinkman and to recover the expenses and costs attributable and incurred by City of Buffalo from the Defendant, CENTEX HOME EQUITY COMPANY LLC and

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

132. That the Defendant, THE CHASE MANHATTAN BANK is and was at all times hereinafter alleged the owner, occupant, mortgagee in possession, equitable owner, or that which exercised dominion and control over the properties know as 1941 Niagara in the City of Buffalo, New York, and

133. That on or about October 7, 2002, THE CHASE MANHATTAN BANK, as Trustee of IMC Home Equity Loan Trust 1998-6 Under the Pooling and Servicing Agreement Dated as of September 1, 1998, was granted a judgment of foreclosure for the property know as 1941 Niagara in the City of Buffalo, New York and thereby was the owner, occupant, mortgagee in possession, equitable owner, or that which exercised dominion and control over said property, and

134. That upon information and belief, the buildings on the property at 1941 Niagara have become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

135. That upon information and belief, the buildings on the property at 1941 Niagara, were in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

136. That upon information and belief, the Defendant THE CHASE MANHATTAN BANK permitted, suffered and allowed the aforesaid building(s) located at 1941 Niagara become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

137. That upon information and belief, the Defendant THE CHASE MANHATTAN BANK permitted, suffered and allowed the aforesaid building(s) located at 1941 Niagara become in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

138. That on or about January 10, 2008, by virtue of the failure of the Defendant THE CHASE MANHATTAN BANK to repair or demolish said building(s) located at 1941 Niagara that the City of Buffalo, pursuant to the authority vested in it in accordance with the Code and Charter of the City of Buffalo, was obliged to proceed and did proceed to demolish the building(s) or structure(s) thereon, a cost and expense of approximately Twenty-One Thousand Four Hundred Dollars (\$21,400.00), and

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

140. That the Defendant, CITIBANK N.A., is and was at all times hereinafter alleged the owner, occupant, mortgagee in possession, equitable owner, or that which exercised dominion and control over the properties know as 115 Walter in the City of Buffalo, New York, and

141. That on or about October 13, 2004, CITIBANK N.A., as Trustee, was granted a judgment of foreclosure for the property know as 115 Walter in the City of Buffalo, New York and thereby was the owner, occupant, mortgagee in possession, equitable owner, or that which exercised dominion and control over said property, and

142. That upon information and belief, the buildings on the property at 115 Walter have become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

143. That upon information and belief, the buildings on the property at 115 Walter were in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

144. That upon information and belief, the Defendant CITIBANK N.A., permitted, suffered and allowed the aforesaid building(s) located at 115 Walter become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

145. That upon information and belief, the Defendant CITIBANK N.A., permitted, suffered and allowed the aforesaid building(s) located at 115 Walter become in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section

5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

146. That on or about December 19, 2007, by virtue of the failure of the defendant CITIBANK N.A., to repair or demolish said building(s) located at 115 Walter that the City of Buffalo, pursuant to the authority vested in it in accordance with the Code and Charter of the City of Buffalo, was obliged to proceed and did proceed to demolish the building(s) or structure(s) thereon, a cost and expense of approximately Seven Thousand Seven Hundred Seventy-Six Dollars (\$7,776.00), and

147. That the Defendant, THE CIT GROUP/CONSUMER FINANCE, INC., is and was at all times hereinafter alleged, a New York corporation with its principal place of business at 1 Cit Drive, Livingston, New Jersey 07039 and conducted business in the City of Buffalo, County of Erie, State of New York, and

148. That the Defendant, THE CIT GROUP/CONSUMER FINANCE, INC. is and was at all times hereinafter alleged the owner, occupant, mortgagee in possession, equitable owner, or that which exercised dominion and control over the properties know as 25 Schuele in the City of Buffalo, New York, and

149. That on or about September 25, 2000, THE CIT GROUP/CONSUMER FINANCE, INC. was granted a Referees Deed in Foreclosure for the property know as 25 Schuele in the City of Buffalo, New York and thereby was the owner, occupant, mortgagee in possession, equitable owner, or that which exercised dominion and control over said property, and

150. That upon information and belief, the buildings on the property at 25 Schuele have become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

151. That upon information and belief, the buildings on the property at 25 Schuele were in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

152. That upon information and belief, the Defendant THE CIT GROUP/CONSUMER FINANCE, INC. permitted, suffered and allowed the aforesaid building(s) located at 25 Schuele become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

153. That upon information and belief, the Defendant THE CIT GROUP/CONSUMER FINANCE, INC. permitted, suffered and allowed the aforesaid building(s) located at 25 Schuele become in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

154. That the City of Buffalo possesses the requisite authority to order and proceed with the demolition of the unsafe and dangerous structure(s) located at the property known as 25 Schuele and to recover the expenses and costs attributable and incurred by City of Buffalo from the Defendant, THE CIT GROUP/CONSUMER FINANCE, INC. and

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

156. That the Defendant, CITYSCAPE CORP., is and was at all times hereinafter alleged the owner, occupant, mortgagee in possession, equitable owner, or that which exercised dominion and control over the properties know as 176 Congress in the City of Buffalo, New York, and

157. That on or about August 9, 2004, CITYSCAPE CORP. was granted a judgment of foreclosure for the property know as 176 Congress in the City of Buffalo, New York and thereby was the owner, occupant, mortgagee in possession, equitable owner, or that which exercised dominion and control over said property, and

158. That upon information and belief, the buildings on the property at 176 Congress have become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

159. That upon information and belief, the buildings on the property at 176 Congress were in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

160. That upon information and belief, the Defendant CITYSCAPE CORP. permitted, suffered and allowed the aforesaid building(s) located at 176 Congress become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

161. That upon information and belief, the Defendant CITYSCAPE CORP. permitted, suffered and allowed the aforesaid building(s) located at 176 Congress become in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

162. That the City of Buffalo possesses the requisite authority to order and proceed with the demolition of the unsafe and dangerous structure(s) located at the property known as 176 Congress and to recover the expenses and costs attributable and incurred by City of Buffalo from the Defendant, CITYSCAPE CORP., and

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

164. That the Defendant, CITIFINANCIAL CORPORATION is and was at all times hereinafter alleged the owner, occupant, mortgagee in possession, equitable owner, or that which exercised dominion and control over the properties know as 15 Theodore and 49 Wende in the City of Buffalo, New York, and

165. That on or about January 27, 2006, CITIFINANCIAL CORPORATION SUCCESSOR BY MERGER TO ASSOCIATES FINANCIAL SERVICES, INC. was granted a judgment of foreclosure for the property know as 15 Theodore in the City of Buffalo, New York and thereby was the owner, occupant, mortgagee in possession, equitable owner, or that which exercised dominion and control over said property, and

166. That upon information and belief, the buildings on the property at 15 Theodore have become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

167. That upon information and belief, the buildings on the property at 15 Theodore were in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

168. That upon information and belief, the Defendant CITIFINANCIAL CORPORATION permitted, suffered and allowed the aforesaid building(s) located at 15 Theodore become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

169. That upon information and belief, the Defendant CITIFINANCIAL CORPORATION permitted, suffered and allowed the aforesaid building(s) located at 15 Theodore become in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

170. That the City of Buffalo possesses the requisite authority to order and proceed with the demolition of the unsafe and dangerous structure(s) located at the property known as 15 Theodore and to recover the expenses and costs attributable and incurred by City of Buffalo from the Defendant, CITIFINANCIAL CORPORATION, and

171. That on or about June 26, 2001, CITIFINANCIAL CORPORATION was granted a judgment of foreclosure for the property know as 49 Wende in the City of

Buffalo, New York and thereby was the owner, occupant, mortgagee in possession, equitable owner, or that which exercised dominion and control over said property, and

172. That upon information and belief, the buildings on the property at 49 Wende have become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

173. That upon information and belief, the buildings on the property at 49 Wende were in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

174. That upon information and belief, the Defendant CITIFINANCIAL CORPORATION permitted, suffered and allowed the aforesaid building(s) located at 49 Wende become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

175. That upon information and belief, the Defendant CITIFINANCIAL CORPORATION permitted, suffered and allowed the aforesaid building(s) located at 49 Wende become in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

176. That on or about August 8, 2007, by virtue of the failure of the Defendant CITIFINANCIAL CORPORATION to repair or demolish said building(s) located at 49 Wende that the City of Buffalo, pursuant to the authority vested in it in accordance with the Code and Charter of the City of Buffalo, was obliged to proceed and did proceed to

demolish the building(s) or structure(s) thereon, a cost and expense of approximately Twenty-Seven Thousand Six Hundred Thirty-Five Dollars (\$27,635.00), and

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

178. That the Defendant, CITIFINANCIAL MORTGAGE COMPANY, INC., is and was at all times hereinafter alleged the owner, occupant, mortgagee in possession, equitable owner, or that which exercised dominion and control over the properties know as 21 Titus and 315 Koons in the City of Buffalo, New York, and

179. That on or about May 30, 2002, CITIFINANCIAL MORTGAGE COMPANY, INC. formerly known as Associates Consumer Discount Company, was granted a judgment of foreclosure for the property know as 21 Titus in the City of Buffalo, New York and thereby was the owner, occupant, mortgagee in possession, equitable owner, or that which exercised dominion and control over said property, and

180. That upon information and belief, the buildings on the property at 21 Titus have become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

181. That upon information and belief, the buildings on the property at 21 Titus were in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

182. That upon information and belief, the Defendant CITIFINANCIAL MORTGAGE COMPANY, INC. permitted, suffered and allowed the aforesaid building(s) located at 21 Titus become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

183. That upon information and belief, the Defendant CITIFINANCIAL MORTGAGE COMPANY, INC. permitted, suffered and allowed the aforesaid building(s) located at 21 Titus become in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

184. That on or about August 30, 2006, by virtue of the failure of the Defendant CITIFINANCIAL MORTGAGE COMPANY, INC. to repair or demolish said building(s) located at 21 Titus that the City of Buffalo, pursuant to the authority vested in it in accordance with the Code and Charter of the City of Buffalo, was obliged to proceed and did proceed to demolish the building(s) or structure(s) thereon, a cost and expense of approximately Eight Thousand Four Hundred Sixty-Eight Dollars (\$8,468.00), and

185. That on or about January 23, 2002, CITIFINANCIAL MORTGAGE COMPANY, INC. formerly known as Associates Home Equity Services, Inc., was granted a judgment of foreclosure for the property know as 315 Koons in the City of Buffalo, New York and thereby was the owner, occupant, mortgagee in possession, equitable owner, or that which exercised dominion and control over said property, and

186. That upon information and belief, the buildings on the property at 315 Koons have become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

187. That upon information and belief, the buildings on the property at 315 Koons were in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

188. That upon information and belief, the Defendant CITIFINANCIAL MORTGAGE COMPANY, INC. permitted, suffered and allowed the aforesaid building(s) located at 315 Koons become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

189. That upon information and belief, the Defendant CITIFINANCIAL MORTGAGE COMPANY, INC. permitted, suffered and allowed the aforesaid building(s) located at 315 Koons become in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

190. That the City of Buffalo possesses the requisite authority to order and proceed with the demolition of the unsafe and dangerous structure(s) located at the property known as 315 Koons and to recover the expenses and costs attributable and incurred by City of Buffalo from the Defendant, CITIFINANCIAL MORTGAGE COMPANY, INC., and

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

192. That the Defendant, CITIMORTGAGE, INC., is and was at all times hereinafter alleged the owner, occupant, mortgagee in possession, equitable owner, or that which exercised dominion and control over the properties know as 349 Moselle and 12 Roebling in the City of Buffalo, New York, and

193. That on or about June 21, 2004, CITIMORTGAGE, INC., was granted a judgment of foreclosure for the property know as 349 Moselle in the City of Buffalo, New York and thereby was the owner, occupant, mortgagee in possession, equitable owner, or that which exercised dominion and control over said property, and

194. That upon information and belief, the buildings on the property at 349 Moselle have become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

195. That upon information and belief, the buildings on the property at 349 Moselle were in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

196. That upon information and belief, the Defendant CITIMORTGAGE, INC., permitted, suffered and allowed the aforesaid building(s) located at 349 Moselle become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

197. That upon information and belief, the Defendant CITIMORTGAGE, INC., permitted, suffered and allowed the aforesaid building(s) located at 349 Moselle become in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

198. That the City of Buffalo possesses the requisite authority to order and proceed with the demolition of the unsafe and dangerous structure(s) located at the property known as 349 Moselle and to recover the expenses and costs attributable and incurred by City of Buffalo from the Defendant, CITIMORTGAGE, INC., and

199. That on or about April 29, 2003, CITIMORTGAGE, INC., was granted a judgment of foreclosure for the property know as 12 Roebling in the City of Buffalo, New York and thereby was the owner, occupant, mortgagee in possession, equitable owner, or that which exercised dominion and control over said property, and

200. That upon information and belief, the buildings on the property at 12 Roebling have become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

201. That upon information and belief, the buildings on the property at 12 Roebling were in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

202. That upon information and belief, the Defendant CITIMORTGAGE, INC., permitted, suffered and allowed the aforesaid building(s) located at 12 Roebling

become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

203. That upon information and belief, the Defendant CITIMORTGAGE, INC., permitted, suffered and allowed the aforesaid building(s) located at 12 Roebling become in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

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

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

206. That the Defendant, CREDIT-BASED ASSET SERVICING & SECURITIZATION, LLC, is and was at all times hereinafter alleged the owner, occupant, mortgagee in possession, equitable owner, or that which exercised dominion and control over the properties know as 57 Wasmuth in the City of Buffalo, New York, and

207. That on or about October 2, 2002, CREDIT-BASED ASSET SERVICING & SECURITIZATION, LLC, was granted a judgment of foreclosure for the

property know as 57 Wasmuth in the City of Buffalo, New York and thereby was the owner, occupant, mortgagee in possession, equitable owner, or that which exercised dominion and control over said property, and

208. That upon information and belief, the buildings on the property at 57 Wasmuth have become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

209. That upon information and belief, the buildings on the property at 57 Wasmuth were in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

210. That upon information and belief, the Defendant CREDIT-BASED ASSET SERVICING & SECURITIZATION, LLC, permitted, suffered and allowed the aforesaid building(s) located at 57 Wasmuth become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

211. That upon information and belief, the Defendant CREDIT-BASED ASSET SERVICING & SECURITIZATION, LLC, permitted, suffered and allowed the aforesaid building(s) located at 57 Wasmuth become in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

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

property known as 57 Wasmuth and to recover the expenses and costs attributable and incurred by City of Buffalo from the Defendant, CREDIT-BASED ASSET SERVICING & SECURITIZATION, LLC, and

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

214. That the Defendant, DEUTSCHE BANK NATIONAL TRUST COMPANY, is and was at all times hereinafter alleged the owner, occupant, mortgagee in possession, equitable owner, or that which exercised dominion and control over the properties know as 312 Koons, 223 Stanislaus and 74 Lark in the City of Buffalo, New York, and

215. That on or about March 16, 2006, DEUTSCHE BANK NATIONAL TRUST COMPANY, as Owner under the Trust Agreement for the Structured Asset Investment Loan Trust Series 2004-SI, was granted a judgment of foreclosure for the property know as 312 Koons in the City of Buffalo, New York and thereby was the owner, occupant, mortgagee in possession, equitable owner, or that which exercised dominion and control over said property, and

216. That upon information and belief, the buildings on the property at 312 Koons have become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

217. That upon information and belief, the buildings on the property at 312 Koons were in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or

Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

218. That upon information and belief, the Defendant DEUTSCHE BANK NATIONAL TRUST COMPANY, permitted, suffered and allowed the aforesaid building(s) located at 312 Koons become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

219. That upon information and belief, the Defendant DEUTSCHE BANK NATIONAL TRUST COMPANY, permitted, suffered and allowed the aforesaid building(s) located at 312 Koons become in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

220. That the City of Buffalo possesses the requisite authority to order and proceed with the demolition of the unsafe and dangerous structure(s) located at the property known as 312 Koons and to recover the expenses and costs attributable and incurred by City of Buffalo from the Defendant, DEUTSCHE BANK NATIONAL TRUST COMPANY, and

221. That on or about April 27, 2004, DEUTSCHE BANK NATIONAL TRUST COMPANY, f/k/a Bankers Trust of California, NA, as Trustee of Aames Mortgage Trust 2002-1 Mortgage Pass-Through Certificates, Series 2002-1, was granted a judgment of foreclosure for the property know as 223 Stanislaus in the City of Buffalo, New York and thereby was the owner, occupant, mortgagee in possession, equitable owner, or that which exercised dominion and control over said property, and

222. That upon information and belief, the buildings on the property at 223 Stanislaus have become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

223. That upon information and belief, the buildings on the property at 223 Stanislaus were in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

224. That upon information and belief, the Defendant DEUTSCHE BANK NATIONAL TRUST COMPANY, permitted, suffered and allowed the aforesaid building(s) located at 223 Stanislaus become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

225. That upon information and belief, the Defendant DEUTSCHE BANK NATIONAL TRUST COMPANY, permitted, suffered and allowed the aforesaid building(s) located at 223 Stanislaus become in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

226. That on or about November 10, 2007, by virtue of the failure of the Defendant DEUTSCHE BANK NATIONAL TRUST COMPANY, to repair or demolish said building(s) located at 223 Stanislaus that the City of Buffalo, pursuant to the authority vested in it in accordance with the Code and Charter of the City of Buffalo, was obliged to proceed and did proceed to demolish the building(s) or structure(s) thereon, a

cost and expense of approximately Fifteen Thousand Seven Hundred Fifty-Six Dollars (\$15,756.00), and

227. That on or about January 18, 2005, DEUTSCHE BANK NATIONAL TRUST COMPANY, as Trustee for Long Beach Mortgage Loan Trust 2003-4, was granted a judgment of foreclosure for the property know as 74 Lark in the City of Buffalo, New York and thereby was the owner, occupant, mortgagee in possession, equitable owner, or that which exercised dominion and control over said property, and

228. That upon information and belief, the buildings on the property at 74 Lark have become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

229. That upon information and belief, the buildings on the property at 74 Lark were in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

230. That upon information and belief, the Defendant DEUTSCHE BANK NATIONAL TRUST COMPANY, permitted, suffered and allowed the aforesaid building(s) located at 74 Lark become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

231. That upon information and belief, the Defendant DEUTSCHE BANK NATIONAL TRUST COMPANY, permitted, suffered and allowed the aforesaid building(s) located at 74 Lark become in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and

other applicable laws including but not limited to the New York State Property Maintenance Code, and

232. That the City of Buffalo possesses the requisite authority to order and proceed with the demolition of the unsafe and dangerous structure(s) located at the property known as 74 Lark and to recover the expenses and costs attributable and incurred by City of Buffalo from the Defendant, DEUTSCHE BANK NATIONAL TRUST COMPANY, and

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

234. That the Defendant, EMC MORTGAGE CORPORATION, is and was at all times hereinafter alleged the owner, occupant, mortgagee in possession, equitable owner, or that which exercised dominion and control over the properties know as 16 Roebling in the City of Buffalo, New York, and

235. That on or about February 8, 2005, EMC MORTGAGE CORPORATION, was granted a Referee's Deed in Foreclosure for the property know as 16 Roebling in the City of Buffalo, New York and thereby was the owner, occupant, mortgagee in possession, equitable owner, or that which exercised dominion and control over said property, and

236. That upon information and belief, the buildings on the property at 16 Roebling have become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

237. That upon information and belief, the buildings on the property at 16 Roebling were in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

238. That upon information and belief, the Defendant EMC MORTGAGE CORPORATION, permitted, suffered and allowed the aforesaid building(s) located at 16 Roebling become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

239. That upon information and belief, the Defendant EMC MORTGAGE CORPORATION, permitted, suffered and allowed the aforesaid building(s) located at 16 Roebling become in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

240. That the City of Buffalo possesses the requisite authority to order and proceed with the demolition of the unsafe and dangerous structure(s) located at the property known as 16 Roebling and to recover the expenses and costs attributable and incurred by City of Buffalo from the Defendant, EMC MORTGAGE CORPORATION and

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

242. That the Defendant, EMPIRE DEVELOPMENT, LLC, is and was at all times hereinafter alleged the owner, occupant, mortgagee in possession, equitable owner, or that which exercised dominion and control over the properties know as 1259 East Ferry in the City of Buffalo, New York, and

243. That on or about June 1, 2005, EMPIRE DEVELOPMENT, LLC was granted a Referee's Deed in Foreclosure for the property know as 1259 East Ferry in the City of Buffalo, New York and thereby was the owner, occupant, mortgagee in possession, equitable owner, or that which exercised dominion and control over said property, and

244. That upon information and belief, the buildings on the property at 1259 East Ferry have become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

245. That upon information and belief, the buildings on the property at 1259 East Ferry were in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

246. That upon information and belief, the Defendant EMPIRE DEVELOPMENT, LLC permitted, suffered and allowed the aforesaid building(s) located at 1259 East Ferry become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

247. That upon information and belief, the Defendant EMPIRE DEVELOPMENT, LLC permitted, suffered and allowed the aforesaid building(s) located at 1259 East Ferry become in violation of Chapter 113, Section 3; Chapter 113, Section

4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

248. That the City of Buffalo possesses the requisite authority to order and proceed with the demolition of the unsafe and dangerous structure(s) located at the property known as 1259 East Ferry and to recover the expenses and costs attributable and incurred by City of Buffalo from the Defendant, EMPIRE DEVELOPMENT, LLC. and

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

250. That the Defendant, GE CAPITAL MORTGAGE SERVICES, INC., is and was at all times hereinafter alleged the owner, occupant, mortgagee in possession, equitable owner, or that which exercised dominion and control over the properties know as 115 Northampton in the City of Buffalo, New York, and

251. That on or about December 14, 2001, GE CAPITAL MORTGAGE SERVICES, INC. was granted a Referee's Deed in Foreclosure for the property know as 115 Northampton in the City of Buffalo, New York and thereby was the owner, occupant, mortgagee in possession, equitable owner, or that which exercised dominion and control over said property, and

252. That upon information and belief, the buildings on the property at 115 Northampton have become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

253. That upon information and belief, the buildings on the property at 115 Northampton were in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

254. That upon information and belief, the Defendant GE CAPITAL MORTGAGE SERVICES, INC. permitted, suffered and allowed the aforesaid building(s) located at 115 Northampton become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

255. That upon information and belief, the Defendant GE CAPITAL MORTGAGE SERVICES, INC., permitted, suffered and allowed the aforesaid building(s) located at 115 Northampton become in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

256. That on or about November 26, 2007, by virtue of the failure of the Defendant GE CAPITAL MORTGAGE SERVICES, INC., to repair or demolish said building(s) located at 115 Northampton that the City of Buffalo, pursuant to the authority vested in it in accordance with the Code and Charter of the City of Buffalo, was obliged to proceed and did proceed to demolish the building(s) or structure(s) thereon, a cost and expense of approximately Sixteen Thousand Two Hundred Dollars (\$16,200.00), and

257. That the Defendant, MANUFACTURERS AND TRADERS TRUST COMPANY, is and was at all times hereinafter alleged, a Federal Reserve Member with

its principal place of business at One M & T Plaza, Buffalo, New York 14240 and conducted business in the City of Buffalo, County of Erie, State of New York

258. That the Defendant, MANUFACTURERS AND TRADERS TRUST COMPANY, is and was at all times hereinafter alleged the owner, occupant, mortgagee in possession, equitable owner, or that which exercised dominion and control over the properties know as 229 Person in the City of Buffalo, New York, and

259. That on or about September 17, 2001, MANUFACTURERS AND TRADERS TRUST COMPANY was granted a judgment of foreclosure for the property know as 229 Person in the City of Buffalo, New York and thereby was the owner, occupant, mortgagee in possession, equitable owner, or that which exercised dominion and control over said property, and

260. That upon information and belief, the buildings on the property at 229 Person have become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

261. That upon information and belief, the buildings on the property at 229 Person were in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

262. That upon information and belief, the Defendant MANUFACTURERS AND TRADERS TRUST COMPANY permitted, suffered and allowed the aforesaid building(s) located at 229 Person become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

263. That upon information and belief, the Defendant MANUFACTURERS AND TRADERS TRUST COMPANY permitted, suffered and allowed the aforesaid building(s) located at 229 Person become in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

264. That on or about September 26, 2007, by virtue of the failure of the Defendant MANUFACTURERS AND TRADERS TRUST COMPANY to repair or demolish said building(s) located at 229 Person that the City of Buffalo, pursuant to the authority vested in it in accordance with the Code and Charter of the City of Buffalo, was obliged to proceed and did proceed to demolish the building(s) or structure(s) thereon, a cost and expense of approximately Fourteen Thousand One Hundred Dollars (\$14,100.00), and

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

266. That the Defendant, FCI NATIONAL FUND II, LLC, is and was at all times hereinafter alleged the owner, occupant, mortgagee in possession, equitable owner, or that which exercised dominion and control over the properties know as 121 Myrtle and 129 Victoria in the City of Buffalo, New York, and

267. That on or about August 12, 2006, FCI NATIONAL FUND II, LLC, was granted a judgment of foreclosure for the property know as 121 Myrtle in the City of

Buffalo, New York and thereby was the owner, occupant, mortgagee in possession, equitable owner, or that which exercised dominion and control over said property, and

268. That upon information and belief, the buildings on the property at 121 Myrtle have become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

269. That upon information and belief, the buildings on the property at 121 Myrtle were in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

270. That upon information and belief, the Defendant FCI NATIONAL FUND II, LLC, permitted, suffered and allowed the aforesaid building(s) located at 121 Myrtle become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

271. That upon information and belief, the Defendant FCI NATIONAL FUND II, LLC, permitted, suffered and allowed the aforesaid building(s) located at 121 Myrtle become in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

272. That on or about August 22, 2007, by virtue of the failure of the Defendant FCI NATIONAL FUND II, LLC, to repair or demolish said building(s) located at 121 Myrtle that the City of Buffalo, pursuant to the authority vested in it in accordance with the Code and Charter of the City of Buffalo, was obliged to proceed and

did proceed to demolish the building(s) or structure(s) thereon, a cost and expense of approximately Eight Thousand Two Hundred Dollars (\$8,200.00), and

273. That on or about March 15, 2006, FCI NATIONAL FUND II, LLC was granted a Deed for the property know as 129 Victoria in the City of Buffalo, New York and thereby was the owner, occupant, mortgagee in possession, equitable owner, or that which exercised dominion and control over said property, and

274. That upon information and belief, the buildings on the property at 129 Victoria have become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

275. That upon information and belief, the buildings on the property at 129 Victoria were in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

276. That upon information and belief, the Defendant FCI NATIONAL FUND II, LLC, permitted, suffered and allowed the aforesaid building(s) located at 129 Victoria become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

277. That upon information and belief, the Defendant FCI NATIONAL FUND II, LLC permitted, suffered and allowed the aforesaid building(s) located at 129 Victoria become in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

278. That the City of Buffalo possesses the requisite authority to order and proceed with the demolition of the unsafe and dangerous structure(s) located at the property known as 129 Victoria and to recover the expenses and costs attributable and incurred by City of Buffalo from the Defendant, FCI NATIONAL FUND II, LLC, and

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

280. That the Defendant, FIRST UNION NATIONAL BANK n/k/a WACHOVIA BANK OF DELAWARE, NA, is and was at all times hereinafter alleged the owner, occupant, mortgagee in possession, equitable owner, or that which exercised dominion and control over the properties know as 420 East Ferry, 109 Scoville and 160/162 French in the City of Buffalo, New York, and

281. That on or about July 25, 2001, FIRST UNION NATIONAL BANK, as Trustee for Freemont Home Loan Owner Trust 1999-2, was granted a judgment of foreclosure for the property know as 420 East Ferry in the City of Buffalo, New York and thereby was the owner, occupant, mortgagee in possession, equitable owner, or that which exercised dominion and control over said property, and

282. That upon information and belief, the buildings on the property at 420 East Ferry have become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

283. That upon information and belief, the buildings on the property at 420 East Ferry were in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

284. That upon information and belief, the Defendant FIRST UNION NATIONAL BANK n/k/a WACHOVIA BANK OF DELAWARE, NA, permitted, suffered and allowed the aforesaid building(s) located at 420 East Ferry become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

285. That upon information and belief, the Defendant FIRST UNION NATIONAL BANK n/k/a WACHOVIA BANK OF DELAWARE, NA, permitted, suffered and allowed the aforesaid building(s) located at 420 East Ferry become in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

286. That on or about August 22, 2007, by virtue of the failure of the Defendant FIRST UNION NATIONAL BANK n/k/a WACHOVIA BANK OF DELAWARE, NA, to repair or demolish said building(s) located at 420 East Ferry that the City of Buffalo, pursuant to the authority vested in it in accordance with the Code and Charter of the City of Buffalo, was obliged to proceed and did proceed to demolish the building(s) or structure(s) thereon, a cost and expense of approximately Twelve Thousand Eight Hundred Seventy Five Dollars (\$12,875.00), and

287. That on or about October 29, 2001, FIRST UNION NATIONAL BANK OF DELAWARE was granted a judgment of foreclosure for the property know as 109 Scoville in the City of Buffalo, New York and thereby was the owner, occupant, mortgagee in possession, equitable owner, or that which exercised dominion and control over said property, and

288. That upon information and belief, the buildings on the property at 109 Scoville have become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

289. That upon information and belief, the buildings on the property at 109 Scoville were in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

290. That upon information and belief, the Defendant FIRST UNION NATIONAL BANK n/k/a WACHOVIA BANK OF DELAWARE, NA, permitted, suffered and allowed the aforesaid building(s) located at 109 Scoville become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

291. That upon information and belief, the Defendant FIRST UNION NATIONAL BANK n/k/a WACHOVIA BANK OF DELAWARE, NA, permitted, suffered and allowed the aforesaid building(s) located at 109 Scoville become in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

292. That on or about February 22, 2007, by virtue of the failure of the Defendant FIRST UNION NATIONAL BANK n/k/a WACHOVIA BANK OF DELAWARE, NA, to repair or demolish said building(s) located at 109 Scoville that the City of Buffalo, pursuant to the authority vested in it in accordance with the Code and Charter of the City of Buffalo, was obliged to proceed and did proceed to demolish the building(s) or structure(s) thereon, a cost and expense of approximately Thirteen Thousand Nine Hundred Twenty-Five Dollars (\$13,925.00), and

293. That on or about January 23, 2002, FIRST UNION NATIONAL BANK n/k/a WACHOVIA BANK OF DELAWARE, NA, was granted a judgment of foreclosure for the property know as 160/162 French in the City of Buffalo, New York and thereby was the owner, occupant, mortgagee in possession, equitable owner, or that which exercised dominion and control over said property, and

294. That upon information and belief, the buildings on the property at 160/162 French have become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

295. That upon information and belief, the buildings on the property at 160/162 French were in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

296. That upon information and belief, the Defendant FIRST UNION NATIONAL BANK n/k/a WACHOVIA BANK OF DELAWARE, NA, permitted, suffered and allowed the aforesaid building(s) located at 160/162 French become so

dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

297. That upon information and belief, the Defendant FIRST UNION NATIONAL BANK n/k/a WACHOVIA BANK OF DELAWARE, NA, permitted, suffered and allowed the aforesaid building(s) located at 160/162 French become in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

298. That the City of Buffalo possesses the requisite authority to order and proceed with the demolition of the unsafe and dangerous structure(s) located at the property known as 160/162 French and to recover the expenses and costs attributable and incurred by City of Buffalo from the Defendant, FIRST UNION NATIONAL BANK n/k/a WACHOVIA BANK OF DELAWARE, NA, and

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

300. That the Defendant, IMC MORTGAGE COMPANY is and was at all times hereinafter alleged the owner, occupant, mortgagee in possession, equitable owner, or that which exercised dominion and control over the properties know as 180 East Utica in the City of Buffalo, New York, and

301. That on or about August 2, 2001, IMC MORTGAGE COMPANY, was granted a judgment of foreclosure for the property know as 180 East Utica in the City of

Buffalo, New York and thereby was the owner, occupant, mortgagee in possession, equitable owner, or that which exercised dominion and control over said property, and

302. That upon information and belief, the buildings on the property at 180 East Utica have become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

303. That upon information and belief, the buildings on the property at 180 East Utica were in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

304. That upon information and belief, the Defendant IMC MORTGAGE COMPANY permitted, suffered and allowed the aforesaid building(s) located at 180 East Utica become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

305. That upon information and belief, the Defendant IMC MORTGAGE COMPANY permitted, suffered and allowed the aforesaid building(s) located at 180 East Utica become in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

306. That the City of Buffalo possesses the requisite authority to order and proceed with the demolition of the unsafe and dangerous structure(s) located at the property known as 180 East Utica and to recover the expenses and costs attributable and incurred by City of Buffalo from the Defendant, IMC MORTGAGE COMPANY and

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

308. That the Defendant, JP MORGAN CHASE BANK, as Trustee for the Benefit of Equity One, ABS Inc., Mortgage Pass-Through Certificate Series is and was at all times hereinafter alleged the owner, occupant, mortgagee in possession, equitable owner, or that which exercised dominion and control over the properties know as 203 Strauss in the City of Buffalo, New York, and

309. That on or about October 12, 2004, JP MORGAN CHASE BANK, was granted a judgment of foreclosure for the property know as 203 Strauss in the City of Buffalo, New York and thereby was the owner, occupant, mortgagee in possession, equitable owner, or that which exercised dominion and control over said property, and

310. That upon information and belief, the buildings on the property at 203 Strauss have become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

311. That upon information and belief, the buildings on the property at 203 Strauss were in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

312. That upon information and belief, the Defendant JP MORGAN CHASE BANK permitted, suffered and allowed the aforesaid building(s) located at 203 Strauss

become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

313. That upon information and belief, the Defendant JP MORGAN CHASE BANK permitted, suffered and allowed the aforesaid building(s) located at 203 Strauss become in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

314. That the City of Buffalo possesses the requisite authority to order and proceed with the demolition of the unsafe and dangerous structure(s) located at the property known as 203 Strauss and to recover the expenses and costs attributable and incurred by City of Buffalo from the Defendant, THE JP MORGAN CHASE BANK and

315. That the defendant, KEYBANK NATIONAL ASSOCIATION, is and was at all times hereinafter alleged, a National Association with its principal place of business at 127 Public Square, Cleveland, Ohio 44114 and conducted business in the City of Buffalo, County of Erie, State of New York, and

316. That the Defendant, KEYBANK NATIONAL ASSOCIATION, is and was at all times hereinafter alleged the owner, occupant, mortgagee in possession, equitable owner, or that which exercised dominion and control over the properties know as 21 Helen and 5 St. Francis in the City of Buffalo, New York, and

317. That on or about February 3, 2003, KEYBANK NATIONAL ASSOCIATION, was granted a judgment of foreclosure for the property know as 21 Helen in the City of Buffalo, New York and thereby was the owner, occupant, mortgagee

in possession, equitable owner, or that which exercised dominion and control over said property, and

318. That upon information and belief, the buildings on the property at 21 Helen have become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

319. That upon information and belief, the buildings on the property at 21 Helen were in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

320. That upon information and belief, the Defendant KEYBANK NATIONAL ASSOCIATION permitted, suffered and allowed the aforesaid building(s) located at 21 Helen become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

321. That upon information and belief, the Defendant KEYBANK NATIONAL ASSOCIATION permitted, suffered and allowed the aforesaid building(s) located at 21 Helen become in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

322. That on or about February 22, 2007, by virtue of the failure of the Defendant KEYBANK NATIONAL ASSOCIATION to repair or demolish said building(s) located at 21 Helen that the City of Buffalo, pursuant to the authority vested in it in accordance with the Code and Charter of the City of Buffalo, was obliged to proceed and did proceed to demolish the building(s) or structure(s) thereon, a cost and

expense of approximately Twelve Thousand Two Hundred Seventy Dollars (\$12,270.00), and

323. That on or about April 11, 2006, KEYBANK NATIONAL ASSOCIATION, was granted a judgment of foreclosure for the property know as 5 St. Francis in the City of Buffalo, New York and thereby was the owner, occupant, mortgagee in possession, equitable owner, or that which exercised dominion and control over said property, and

324. That upon information and belief, the buildings on the property at 5 St. Francis have become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

325. That upon information and belief, the buildings on the property at 5 St. Francis were in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

326. That upon information and belief, the Defendant KEYBANK NATIONAL ASSOCIATION permitted, suffered and allowed the aforesaid building(s) located at 5 St. Francis become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

327. That upon information and belief, the Defendant KEYBANK NATIONAL ASSOCIATION permitted, suffered and allowed the aforesaid building(s) located at 5 St. Francis become in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and other

applicable laws including but not limited to the New York State Property Maintenance Code, and

328. That on or about September 24, 2006, by virtue of the failure of the Defendant KEYBANK NATIONAL ASSOCIATION to repair or demolish said building(s) located at 5 St. Francis that the City of Buffalo, pursuant to the authority vested in it in accordance with the Code and Charter of the City of Buffalo, was obliged to proceed and did proceed to demolish the building(s) or structure(s) thereon, a cost and expense of approximately Fifteen Thousand Dollars (\$15,000.00), and

329. That the Defendant, LONG BEACH MORTGAGE COMPANY, is and was at all times hereinafter alleged, a Delaware corporation with its principal place of business at 1201 3rd Avenue, WMT1706, Seattle, Washington, 98101 and conducted business in the City of Buffalo, County of Erie, State of New York.

330. That the Defendant, LONG BEACH MORTGAGE COMPANY, is and was at all times hereinafter alleged the owner, occupant, mortgagee in possession, equitable owner, or that which exercised dominion and control over the properties know as 119 Zenner in the City of Buffalo, New York, and

331. That on or about October 7, 2002, LONGBEACH MORTGAGE COMPANY, was granted a judgment of foreclosure for the property know as 119 Zenner in the City of Buffalo, New York and thereby was the owner, occupant, mortgagee in possession, equitable owner, or that which exercised dominion and control over said property, and

332. That upon information and belief, the buildings on the property at 119 Zenner have become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

333. That upon information and belief, the buildings on the property at 119 Zenner were in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

334. That upon information and belief, the Defendant LONGBEACH MORTGAGE COMPANY permitted, suffered and allowed the aforesaid building(s) located at 119 Zenner become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

335. That upon information and belief, the Defendant LONGBEACH MORTGAGE COMPANY permitted, suffered and allowed the aforesaid building(s) located at 119 Zenner become in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

336. That on or about September 26, 2007, by virtue of the failure of the Defendant LONGBEACH MORTGAGE COMPANY to repair or demolish said building(s) located at 119 Zenner that the City of Buffalo, pursuant to the authority vested in it in accordance with the Code and Charter of the City of Buffalo, was obliged to proceed and did proceed to demolish the building(s) or structure(s) thereon, a cost and expense of approximately Eleven Thousand Twenty-Five Dollars (\$11,025.00), and

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

338. That the Defendant, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., is and was at all times hereinafter alleged the owner, occupant, mortgagee in possession, equitable owner, or that which exercised dominion and control over the properties know as 94 Eighteenth, 101 Wyoming, 66 Milburn, 99 Schuele and 53 Victoria in the City of Buffalo, New York, and

339. That on or about February 16, 2005, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., was granted a Quitclaim Deed for the property know as 94 Eighteenth in the City of Buffalo, New York and thereby was the owner, occupant, mortgagee in possession, equitable owner, or that which exercised dominion and control over said property, and

340. That upon information and belief, the buildings on the property at 94 Eighteenth have become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

341. That upon information and belief, the buildings on the property at 94 Eighteenth were in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

342. That upon information and belief, the Defendant MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., permitted, suffered and allowed the aforesaid building(s) located at 94 Eighteenth become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

343. That upon information and belief, the Defendant MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., permitted, suffered and allowed the aforesaid building(s) located at 94 Eighteenth become in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

344. That the City of Buffalo possesses the requisite authority to order and proceed with the demolition of the unsafe and dangerous structure(s) located at the property known as 94 Eighteenth and to recover the expenses and costs attributable and incurred by City of Buffalo from the Defendant, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. and

345. That on or about June 5, 2002, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., as Nominee for Household Financial Services, was granted a judgment of foreclosure for the property know as 101 Wyoming in the City of Buffalo, New York and thereby was the owner, occupant, mortgagee in possession, equitable owner, or that which exercised dominion and control over said property, and

346. That upon information and belief, the buildings on the property at 101 Wyoming have become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

347. That upon information and belief, the buildings on the property at 101 Wyoming were in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

348. That upon information and belief, the Defendant MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., permitted, suffered and allowed the aforesaid building(s) located at 101 Wyoming become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

349. That upon information and belief, the Defendant MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., permitted, suffered and allowed the aforesaid building(s) located at 101 Wyoming become in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

350. That the City of Buffalo possesses the requisite authority to order and proceed with the demolition of the unsafe and dangerous structure(s) located at the property known as 101 Wyoming and to recover the expenses and costs attributable and incurred by City of Buffalo from the Defendant, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. and

351. That on or about January 23, 2003, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., "MERS" as Nominee for Homecomings Financial Network, Inc., was granted a judgment of foreclosure for the property know as 66 Milburn in the City of Buffalo, New York and thereby was the owner, occupant, mortgagee in possession, equitable owner, or that which exercised dominion and control over said property, and

352. That upon information and belief, the buildings on the property at 66 Milburn have become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

353. That upon information and belief, the buildings on the property at 66 Milburn were in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

354. That upon information and belief, the Defendant MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., permitted, suffered and allowed the aforesaid building(s) located at 66 Milburn become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

355. That upon information and belief, the Defendant MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., permitted, suffered and allowed the aforesaid building(s) located at 66 Milburn become in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of

Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

356. That the City of Buffalo possesses the requisite authority to order and proceed with the demolition of the unsafe and dangerous structure(s) located at the property known as 66 Milburn and to recover the expenses and costs attributable and incurred by City of Buffalo from the Defendant, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. and

357. That on or about September 22, 2005, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. "MERS" as Nominee for BNC Mortgage, Inc, its Successors and Assigns, was granted a judgment of foreclosure for the property know as 99 Schuele in the City of Buffalo, New York and thereby was the owner, occupant, mortgagee in possession, equitable owner, or that which exercised dominion and control over said property, and

358. That upon information and belief, the buildings on the property at 99 Schuele have become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

359. That upon information and belief, the buildings on the property at 99 Schuele were in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

360. That upon information and belief, the Defendant MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., permitted, suffered and allowed the aforesaid building(s) located at 99 Schuele become so dilapidated, deteriorated,

abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

361. That upon information and belief, the Defendant MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., permitted, suffered and allowed the aforesaid building(s) located at 99 Schuele become in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

362. That the City of Buffalo possesses the requisite authority to order and proceed with the demolition of the unsafe and dangerous structure(s) located at the property known as 99 Schuele and to recover the expenses and costs attributable and incurred by City of Buffalo from the Defendant, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. and

363. That on or about June 22, 2004, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., as Nominee for BNC Mortgage, Inc., a Delaware Corporation, was granted a judgment of foreclosure for the property know as 53 Victoria in the City of Buffalo, New York and thereby was the owner, occupant, mortgagee in possession, equitable owner, or that which exercised dominion and control over said property, and

364. That upon information and belief, the buildings on the property at 53 Victoria have become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

365. That upon information and belief, the buildings on the property at 53 Victoria in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

366. That upon information and belief, the Defendant MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., permitted, suffered and allowed the aforesaid building(s) located at 53 Victoria become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

367. That upon information and belief, the Defendant MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., permitted, suffered and allowed the aforesaid building(s) located at 53 Victoria become in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

368. That on or about October 24, 2007, by virtue of the failure of the Defendant MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., to repair or demolish said building(s) located at 53 Victoria that the City of Buffalo, pursuant to the authority vested in it in accordance with the Code and Charter of the City of Buffalo, was obliged to proceed and did proceed to demolish the building(s) or structure(s) thereon, a cost and expense of approximately Thirty Eight Thousand Dollars (\$38,000.00), and

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

370. That the Defendant, NATIONSCREDIT FINANCIAL SERVICES CORPORATION, is and was at all times hereinafter alleged the owner, occupant, mortgagee in possession, equitable owner, or that which exercised dominion and control over the properties know as 562 High in the City of Buffalo, New York, and

371. That on or about September 26, 2001, NATIONSCREDIT FINANCIAL SERVICES CORPORATION, Successor by Merger to Equicredit Corporation of NY a/k/a Equicredit was granted a judgment of foreclosure for the property know as 562 High in the City of Buffalo, New York and thereby was the owner, occupant, mortgagee in possession, equitable owner, or that which exercised dominion and control over said property, and

372. That upon information and belief, the buildings on the property at 562 High have become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

373. That upon information and belief, the buildings on the property at 562 High were in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

374. That upon information and belief, the Defendant NATIONSCREDIT FINANCIAL SERVICES CORPORATION, permitted, suffered and allowed the aforesaid building(s) located at 562 High become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

375. That upon information and belief, the Defendant NATIONSCREDIT FINANCIAL SERVICES CORPORATION, permitted, suffered and allowed the aforesaid building(s) located at 562 High become in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

376. That the City of Buffalo possesses the requisite authority to order and proceed with the demolition of the unsafe and dangerous structure(s) located at the property known as 562 High and to recover the expenses and costs attributable and incurred by City of Buffalo from the Defendant, NATIONSCREDIT FINANCIAL SERVICES CORPORATION, and

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

378. That the Defendant, NORWEST BANK MINNESOTA NA, is and was at all times hereinafter alleged the owner, occupant, mortgagee in possession, equitable owner, or that which exercised dominion and control over the properties know as 31 Stanton in the City of Buffalo, New York, and

379. That on or about June 29, 2000, NORWEST BANK MINNESOTA NA, as Trustee of Salomon Brothers Mortgage Securities VII, Inc. Asset-backed Floating Rate Certificates, Series 1997-AQ2 Under Pooling and Servicing Agreement Dated as of November 1, 1997, was granted a Referee's Deed in Foreclosure for the property know as 31 Stanton in the City of Buffalo, New York and thereby was the owner, occupant, mortgagee in possession, equitable owner, or that which exercised dominion and control over said property, and

380. That upon information and belief, the buildings on the property at 31 Stanton have become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

381. That upon information and belief, the buildings on the property at 31 Stanton were in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

382. That upon information and belief, the Defendant NORWEST BANK MINNESOTA NA, permitted, suffered and allowed the aforesaid building(s) located at 31 Stanton become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

383. That upon information and belief, the Defendant NORWEST BANK MINNESOTA NA, permitted, suffered and allowed the aforesaid building(s) located at 31 Stanton become in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

384. That the City of Buffalo possesses the requisite authority to order and proceed with the demolition of the unsafe and dangerous structure(s) located at the property known as 31 Stanton and to recover the expenses and costs attributable and incurred by City of Buffalo from the Defendant, NORWEST BANK MINNESOTA NA, and

385. That the Defendant, OPTION ONE MORTGAGE CORPORATION, is and was at all times hereinafter alleged, a California corporation with its principal place of business at 3 Ada, Irvine, California, 92618 and conducted business in the City of Buffalo, County of Erie, State of New York.

386. That the Defendant, OPTION ONE MORTGAGE CORPORATION is and was at all times hereinafter alleged the owner, occupant, mortgagee in possession, equitable owner, or that which exercised dominion and control over the properties know as 426 Curtiss in the City of Buffalo, New York, and

387. That on or about May 30, 2002, OPTION ONE MORTGAGE CORPORATION was granted a judgment of foreclosure for the property know as 426 Curtiss in the City of Buffalo, New York and thereby was the owner, occupant, mortgagee in possession, equitable owner, or that which exercised dominion and control over said property, and

388. That upon information and belief, the buildings on the property at 426 Curtiss have become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

389. That upon information and belief, the buildings on the property at 426 Curtiss were in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

390. That upon information and belief, the Defendant OPTION ONE MORTGAGE CORPORATION, permitted, suffered and allowed the aforesaid building(s) located at 426 Curtiss become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

391. That upon information and belief, the Defendant OPTION ONE MORTGAGE CORPORATION permitted, suffered and allowed the aforesaid building(s) located at 426 Curtiss become in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

392. That on or about December 4, 2007, by virtue of the failure of the Defendant OPTION ONE MORTGAGE CORPORATION to repair or demolish said building(s) located at 426 Curtiss that the City of Buffalo, pursuant to the authority vested in it in accordance with the Code and Charter of the City of Buffalo, was obliged to proceed and did proceed to demolish the building(s) or structure(s) thereon, a cost and expense of approximately Ten Thousand Three Hundred Fifty Dollars (\$10,350.00), and

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

394. That the Defendant, THE PROVIDENT BANK d/b/a PCFS, is and was at all times hereinafter alleged the owner, occupant, mortgagee in possession, equitable owner, or that which exercised dominion and control over the properties know as 152 Sumner and 92 Swinburne in the City of Buffalo, New York, and

395. That on or about January 23, 2002, THE PROVIDENT BANK d/b/a PCFS, was granted a judgment of foreclosure for the property know as 152 Sumner in the City of Buffalo, New York and thereby was the owner, occupant, mortgagee in possession, equitable owner, or that which exercised dominion and control over said property, and

396. That upon information and belief, the buildings on the property at 152 Sumner have become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

397. That upon information and belief, the buildings on the property at 152 Sumner were in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

398. That upon information and belief, the Defendant THE PROVIDENT BANK d/b/a PCFS, permitted, suffered and allowed the aforesaid building(s) located at

152 Sumner become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

399. That upon information and belief, the Defendant THE PROVIDENT BANK d/b/a PCFS, permitted, suffered and allowed the aforesaid building(s) located at 152 Sumner become in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

400. That the City of Buffalo possesses the requisite authority to order and proceed with the demolition of the unsafe and dangerous structure(s) located at the property known as 152 Sumner and to recover the expenses and costs attributable and incurred by City of Buffalo from the Defendant, THE PROVIDENT BANK d/b/a PCFS, and

401. That on or about May 7, 2002, THE PROVIDENT BANK d/b/a PCFS, was granted a judgment of foreclosure for the property know as 92 Swinburne in the City of Buffalo, New York and thereby was the owner, occupant, mortgagee in possession, equitable owner, or that which exercised dominion and control over said property, and

402. That upon information and belief, the buildings on the property at 92 Swinburne have become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

403. That upon information and belief, the buildings on the property at 92 Swinburne in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

404. That upon information and belief, the Defendant THE PROVIDENT BANK d/b/a PCFS, permitted, suffered and allowed the aforesaid building(s) located at 92 Swinburne become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

405. That upon information and belief, the Defendant THE PROVIDENT BANK d/b/a PCFS, permitted, suffered and allowed the aforesaid building(s) located at 92 Swinburne become in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

406. That the City of Buffalo possesses the requisite authority to order and proceed with the demolition of the unsafe and dangerous structure(s) located at the property known as 92 Swinburne and to recover the expenses and costs attributable and incurred by City of Buffalo from the Defendant, THE PROVIDENT BANK d/b/a PCFS, and

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

408. That the Defendant, UNITED COMPANIES LENDING CORP. is and was at all times hereinafter alleged the owner, occupant, mortgagee in possession, equitable owner, or that which exercised dominion and control over the properties know as 26 Howlett and 57 Herman in the City of Buffalo, New York, and

409. That on or about April 16, 1999, UNITED COMPANIES LENDING CORP. was granted a Referee's Deed in Foreclosure for the property know as 26 Howlett in the City of Buffalo, New York and thereby was the owner, occupant, mortgagee in possession, equitable owner, or that which exercised dominion and control over said property, and

410. That upon information and belief, the buildings on the property at 26 Howlett have become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

411. That upon information and belief, the buildings on the property at 26 Howlett in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

412. That upon information and belief, the Defendant UNITED COMPANIES LENDING CORP. permitted, suffered and allowed the aforesaid building(s) located at 26 Howlett become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

413. That upon information and belief, the Defendant UNITED COMPANIES LENDING CORP. permitted, suffered and allowed the aforesaid building(s) located at 26 Howlett become in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

414. That on or about July 26, 2006, by virtue of the failure of the Defendant UNITED COMPANIES LENDING CORP. repair or demolish said building(s) located at

26 Howlett that the City of Buffalo, pursuant to the authority vested in it in accordance with the Code and Charter of the City of Buffalo, was obliged to proceed and did proceed to demolish the building(s) or structure(s) thereon, a cost and expense of approximately Eighteen Thousand Five Hundred Dollars (\$18,500.00), and

415. That on or about August 14, 2001, UNITED COMPANIES LENDING CORP. was granted a judgment of foreclosure for the property know as 57 Herman in the City of Buffalo, New York and thereby was the owner, occupant, mortgagee in possession, equitable owner, or that which exercised dominion and control over said property, and

416. That upon information and belief, the buildings on the property at 57 Herman have become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

417. That upon information and belief, the buildings on the property at 57 Herman in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

418. That upon information and belief, the Defendant UNITED COMPANIES LENDING CORP. permitted, suffered and allowed the aforesaid building(s) located at 57 Herman become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

419. That upon information and belief, the Defendant UNITED COMPANIES LENDING CORP permitted, suffered and allowed the aforesaid building(s) located at 57 Herman become in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or

Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

420. That the City of Buffalo possesses the requisite authority to order and proceed with the demolition of the unsafe and dangerous structure(s) located at the property known as 57 Herman and to recover the expenses and costs attributable and incurred by City of Buffalo from the Defendant, UNITED COMPANIES LENDING CORP and

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

422. That the Defendant, WASHINGTON MUTUAL BANK FA is and was at all times hereinafter alleged the owner, occupant, mortgagee in possession, equitable owner, or that which exercised dominion and control over the properties know as 58 Krupp in the City of Buffalo, New York, and

423. That on or about September 23, 2003, WASHINGTON MUTUAL BANK FA was granted a judgment of foreclosure for the property know as 58 Krupp in the City of Buffalo, New York and thereby was the owner, occupant, mortgagee in possession, equitable owner, or that which exercised dominion and control over said property, and

424. That upon information and belief, the buildings on the property at 58 Krupp become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

425. That upon information and belief, the buildings on the property at 58 Krupp in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

426. That upon information and belief, the Defendant WASHINGTON MUTUAL BANK FA permitted, suffered and allowed the aforesaid building(s) located at 58 Krupp become so dilapidated, deteriorated, abandoned and/or decayed so as to present a danger to the health, safety and welfare of the public, and

427. That upon information and belief, the Defendant WASHINGTON MUTUAL BANK FA permitted, suffered and allowed the aforesaid building(s) located at 58 Krupp become in violation of Chapter 113, Section 3; Chapter 113, Section 4; and/or Chapter 113, Section 5 of the Code of the City of Buffalo, and other applicable laws including but not limited to the New York State Property Maintenance Code, and

428. That the City of Buffalo possesses the requisite authority to order and proceed with the demolition of the unsafe and dangerous structure(s) located at the property known as 58 Krupp and to recover the expenses and costs attributable and incurred by City of Buffalo from the Defendant, WASHINGTON MUTUAL BANK FA and

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

429. Plaintiff realleges paragraphs numbered 1 through 428 as if fully set forth, and

430. That upon information and belief, each and every defendant is the owner, occupant, mortgagee in possession, and/or did exercise dominion and control over the enumerated premises at the time said premises became abandoned, dilapidated, deteriorated and/or decayed is personally liable to the City of Buffalo for the cost of the demolition, including the incidental charges for the plugging of water and sewer lines incurred by the City of Buffalo Pursuant to Chapter 113, Section 14 of the Code of the City of Buffalo, and

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

431. Plaintiff realleges paragraphs numbered 1 through 430 as if fully set forth herein, and

432. Each of the named defendants by their actions and/or omissions enumerated in Paragraphs 1 through 430 did cause to exist or allow to exist a nuisance at each of the specified premises and, therefore, are liable to the City of Buffalo under the common law of nuisances for costs related to the abatement of said public nuisances, including but not limited to the demolition of the enumerated properties, and

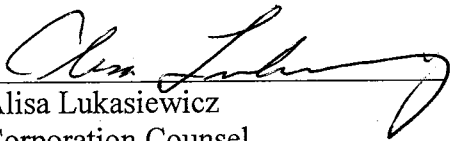
**AND AS FOR A THIRD CAUSE OF ACTION AGAINST ALL
DEFENDANTS NAMED HEREIN**

433. Plaintiff realleges paragraphs numbered 1 through 432 as if fully set forth herein, and

434. The named defendants by their actions and/or omissions enumerated in Paragraphs 1 through 433 and did together cause to exist or allow to exist a public nuisance in the City of Buffalo and are jointly and severally liable to the City of Buffalo for the costs related to the abatement of said public nuisance, including but not limited to the demolition all properties specified herein, and

WHEREFORE, the Plaintiff demands judgment against the Defendants for costs of nuisance abatement, including but not limited to demolition costs, as well as all other losses and costs borne by the Plaintiff as a result of nuisances caused or allowed to exist by Defendants, together with other such other costs, attorneys fees, and all applicable interest and such further relief as the Court deems just and proper.

Dated: February 20, 2008



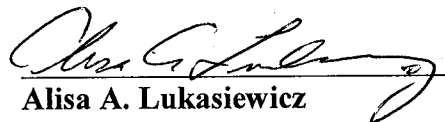
Alisa Lukasiewicz
Corporation Counsel
Attorney for Plaintiff
The City of Buffalo
1100 City Hall
65 Niagara Square
Buffalo, New York 14202-3379

ATTORNEY VERIFICATION

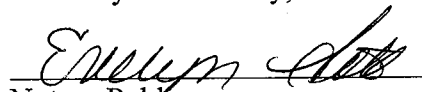
STATE OF NEW YORK)
COUNTY OF ERIE) ss:
CITY OF BUFFALO)

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

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


Alisa A. Lukasiewicz

Sworn to before me this
20th Day of February, 2008.


Notary Public

EVELYN SOTO
Notary Public, State of New York
Qualified in Erie County
My Commission Expires 08/16/2008