

**SUMMONS - CIVIL**

(Except Family Actions)

JD-CV-1 Rev. 1-2000  
C.G.S. § 51-346, 51-347, 51-349, 51-350, 52-45a,  
52-48, 52-259, P.B. Secs 3-1 thru 3-21, 8-1

STATE OF CONNECTICUT  
**SUPERIOR COURT**

<http://www.jdsupra.com/post/documentViewer.aspx?fid=72267227-1222-4222-8222-1222>  
www.jud.state.ct.us

"X" ONE OF THE FOLLOWING:

Amount, legal interest, costs, and costs is: **JD SUPRA**  
in demand, exclusively.  
Document hosted by JD SUPRA  
http://www.jdsupra.com/post/documentViewer.aspx?fid=72267227-1222-4222-8222-1222

- less than \$2,500
- \$2,500 through \$14,999.99
- \$15,000 or more ("X" if applicable)
- Claiming other relief in addition to or in lieu of money or damages.

**INSTRUCTIONS**

1. Type or print legibly; sign original summons and conform all copies of the summons.
2. Prepare or photocopy conformed summons for each defendant.
3. Attach the original summons to the original complaint, and attach a copy of the summons to each copy of the complaint. Also, if there are more than 2 plaintiffs or 4 defendants prepare form JD-CV-2 and attach it to the original and all copies of the complaint.
4. After service has been made by a proper officer, file original papers and officer's return with the clerk of court.
5. The party recognized to pay costs must appear personally before the authority taking the recognizance.
6. Do not use this form for actions in which an attachment, garnishment or replevy is being sought. See Practice Book Section 8-1 for other exceptions.

TO: Any proper officer; BY AUTHORITY OF THE STATE OF CONNECTICUT, you are hereby commanded to make due and legal service of this Summons and attached Complaint.

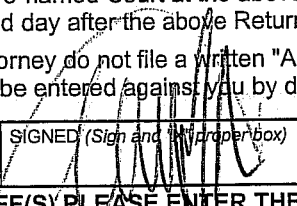
RETURN DATE (Mo., day, yr.) (Must be a Tuesday) **07/19/05**

<input checked="" type="checkbox"/> JUDICIAL DISTRICT	AT (Town in which writ is returnable) (C.G.S. 51-346, 51-349)	CASE TYPE (See JD-CV-1c)
<input type="checkbox"/> HOUSING SESSION	G.A. NO. <b>Middletown</b>	Major <b>P</b> Minor <b>00</b>
ADDRESS OF COURT CLERK WHERE WRIT AND OTHER PAPERS SHALL BE FILED (No., street, town and zip code) (C.G.S. 51-346, 51-350)		TELEPHONE NO. (w/area code)
<b>1 Court Street, Middletown, CT 06457</b>		<b>860-343-6400</b>

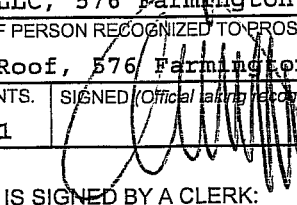
PARTIES	NAME AND ADDRESS OF EACH PARTY (No., street, town and zip code)	NOTE: Individuals' Names: Last, First, Middle Initial	<input type="checkbox"/> Form JD-CV-2 attached	PTY NO.
FIRST NAMED PLAINTIFF	<b>Brault, Lisa, 45 Mountain Road, Farmington, CT 06032</b>			01
Additional Plaintiff				02
FIRST NAMED DEFENDANT	<b>Graydon, James R., 41 Mountain Road, Farmington, CT 06032</b>			50
Additional Defendant	<b>Graydon, Linda, 41 Mountain Road, Farmington, CT</b>			51
Additional Defendant				52
Additional Defendant				53

**NOTICE TO EACH DEFENDANT**

1. YOU ARE BEING SUED.
2. This paper is a Summons in a lawsuit.
3. The Complaint attached to these papers states the claims that each Plaintiff is making against you in this lawsuit.
4. To respond to this Summons, or to be informed of further proceedings, you or your attorney must file a form called an "Appearance" with the Clerk of the above-named Court at the above Court address on or before the second day after the above Return Date.
5. If you or your attorney do not file a written "Appearance" form on time, a judgment may be entered against you by default.
6. The "Appearance" form may be obtained at the above Court address.
7. If you believe that you have insurance that may cover the claim that is being made against you in this lawsuit, you should immediately take the Summons and Complaint to your insurance representative.
8. If you have questions about the Summons and Complaint, you should consult an attorney promptly. **The Clerk of Court is not permitted to give advice on legal questions.**

DATE <b>06/09/05</b>	SIGNED (Sign and init proper box) 	<input checked="" type="checkbox"/> Comm. of Superior Court <input type="checkbox"/> Assistant Clerk	TYPE IN NAME OF PERSON SIGNING AT LEFT <b>Alan J. Rome, Esq.</b>
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<b>FOR THE PLAINTIFF(S) PLEASE ENTER THE APPEARANCE OF:</b>		TELEPHONE NUMBER	JURIS NO. (If atty. or law firm)
NAME AND ADDRESS OF ATTORNEY, LAW FIRM OR PLAINTIFF IF PRO SE (No., street, town and zip code)		<b>860-232-3000</b>	<b>418383</b>
<b>Rome &amp; Katz, LLC, 576 Farmington Avenue, Hartford, CT 06105</b>			

NAME AND ADDRESS OF PERSON RECOGNIZED TO PROSECUTE IN THE AMOUNT OF \$250 (No., street, town and zip code)			SIGNATURE OF PLAINTIFF IF PRO SE
<b>Janice Lewis-Roof, 576 Farmington Avenue, Hartford, CT 06105</b>			
# PLFS.	# DEFS.	# CNTS.	SIGNED (Official taking recognizance; "X" proper box)
<b>1</b>	<b>2</b>	<b>1</b>	<input checked="" type="checkbox"/> Comm. of Superior Court <input type="checkbox"/> Assistant Clerk

For Court Use Only  
FILE DATE

**IF THIS SUMMONS IS SIGNED BY A CLERK:**

- a. The signing has been done so that the Plaintiff(s) will not be denied access to the courts.
- b. It is the responsibility of the Plaintiff(s) to see that service is made in the manner provided by law.
- c. The Clerk is not permitted to give any legal advice in connection with any lawsuit.
- d. The Clerk signing this Summons at the request of the Plaintiff(s) is not responsible in any way for any errors or omissions in the Summons, any allegations contained in the Complaint, or the service thereof.

I hereby certify I have read and understand the above:	SIGNED (Pro Se Plaintiff)	DATE SIGNED	DOCKET NO.
--	---------------------------	-------------	------------

RETURN DATE: JULY 19, 2005 : SUPERIOR COURT  
 LISA BRAULT : J.D. OF MIDDLESEX  
 VS. : AT MIDDLETOWN  
 R. JAMES GRAYDON AND LINDA GRAYDON : JUNE 9, 2005

**COMPLAINT**

*Axcess of  
 funds not \$500,000  
 was advanced*

1. By their Note dated May 24, 2002, defendants **R. JAMES GRAYDON and LINDA GRAYDON** of 41 Mountain Road, Farmington, Connecticut, promised to pay to the order of plaintiff **LISA BRAULT** of 45 Mountain Road, Farmington, Connecticut, the principal sum which had been advanced (\$500,000.00) payable with interest thereon as provided in the Note, a copy of which is attached hereto and marked Exhibit A.

2. By deed of that date, defendants **R. JAMES GRAYDON and LINDA GRAYDON** to secure the Note, mortgaged to plaintiff **LISA BRAULT**, a certain piece of parcel of land, situated in the Town of Old Saybrook known and designated as 9 Mohegan Avenue, Old Saybrook, Connecticut and more particularly described as set forth in Exhibit B attached hereto and made a part hereof, of which defendants then the record owner, which deed is conditioned for the payment of the Note according to its tenor, and the performance of certain covenants and conditions contained in the mortgage deed; which deed was recorded on May 30, 2002, in Volume 411 at Pages 270--277 of the Land Records of the Town of Old Saybrook, County of Middlesex, and State of Connecticut. A copy of this mortgage deed is attached hereto and marked Exhibit C.

▷ 3. The Note and Mortgage are owned by the plaintiff, **LISA BRAULT**.

⊗ 4. Installments of principal and interest, which are overdue, have not been paid. The plaintiff has exercised the option to declare the entire balance owing on the Note due and payable. The mortgage Note, in accordance with its terms is now entirely due and payable and remains unpaid, and owing, as of March 23, 2005, in the amount of \$618,916.66, plus interest and costs of collection and attorney's fees.

~k 5. The following encumbrances of record upon the property sought to be foreclosed are prior in right to the plaintiff's lien, and are not affected by this action:

a. Said premises are subject to the taxes of the Town of Old Saybrook, and Borough of Fenwick taxes due and owing thereon, if any.

b. A mortgage to U. S. Trust Company of Connecticut in the original principal amount of \$950,000.00 dated November 14, 2001, and recorded November 15, 2001 on Volume 401, Page 435 of the Old Saybrook Land Records, assigned to U. S. Trust Mortgage Service Company dated November 14, 2001 and recorded November 15, 2001, in Volume 401 at Page 455 of the Old Saybrook Land Records, and modified by a Mortgage Modification dated February 1, 2003 and recorded April 14, 2003 in Volume 431 at Page 661 of the Old Saybrook Land Records and a Mortgage Modification dated August 1, 2003 and recorded January 14, 2004 in Volume 453 at Page 831 of the Old Saybrook Land Records.

⊗ 6. The defendants are the legal record owners of the premises and are now in possession thereof.

7. The plaintiff did record a Notice of Lis Pendens on the land records for the Town of Old Saybrook, Connecticut, reciting the pendency of this action and has caused to be served a true and attested copy of said Notice upon the record owners simultaneously with this Complaint. A copy of said Notice of Lis Pendens is attached hereto as Exhibit D.

Wherefore, the plaintiff makes the following claims:

The plaintiff claims:

1. A foreclosure of the mortgage.
2. Immediate possession of the mortgaged premises.
3. A deficiency judgment against the defendants.
4. The appointment of a receiver to collect the rent and profits, if any, accruing from the premises.
5. Such other and further equitable relief as may be required.
6. Attorney's fees and costs of this action.
7. Interest.
8. Damages.
9. Ejectment.

Dated at Hartford, Connecticut, this 9th day of June, 2005.

PLAINTIFF

By: 

Alan J. Rome  
ROME & KATZ, LLC  
576 Farmington Avenue  
Hartford, CT 06105  
Telephone No.: 860-232-3000  
Juris No.: 418383

**RETURN DATE: JULY 19, 2005** : **SUPERIOR COURT**  
**LISA BRAULT** : **J.D. OF MIDDLESEX**  
**VS.** : **AT MIDDLETOWN**  
**R. JAMES GRAYDON AND** : **JUNE 9, 2005**  
**AND LINDA GRAYDON**

AMOUNT IN DEMAND

The amount in demand is in excess of \$15,000.00, exclusive of legal interest and costs.

PLAINTIFF

By: 

Alan J. Rome  
ROME & KATZ, LLC  
576 Farmington Avenue  
Hartford, CT 06105  
Telephone No.: 860-232-3000  
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**R. JAMES GRAYDON AND** : **JUNE 9, 2005**  
**AND LINDA GRAYDON**

**NOTICE TO HOMEOWNER**  
**PURSUANT TO THE NATIONAL HOUSING ACT**

Pursuant to the National Housing act, 12 U.S.C. Sections 1707 et seq., notice is hereby given that homeownership counseling maybe available to a qualified homeowner. The Plaintiff does not provide such counseling. Counseling is available to eligible homeowners through nonprofit organizations approved by the Secretary of Housing and Urban Development and experienced in the provision of homeownership counseling. A list of approved and experienced, nonprofit, homeownership counseling organizations may be obtained by contacting the local office of the U.S. Department of Housing and Urban Development c/o CitiWest Properties at (860) 244-2783, or you may call the HUD Compliance Management Department at (202) 874-4428.

PLAINTIFF,

By: 

Alan J. Rome  
ROME & KATZ, LLC  
576 Farmington Avenue  
Hartford, CT 06105  
Telephone No.: 860-232-3000  
Juris No.: 418383



NOTICE: A PERSON WHO IS UNEMPLOYED OR UNDEREMPLOYED AND WHO HAS (FOR A CONTINUOUS PERIOD OF AT LEAST TWO YEARS PRIOR TO THE COMMENCEMENT OF THIS FORECLOSURE ACTION) OWNED AND OCCUPIED THE PROPERTY BEING FORECLOSED AS SUCH PERSON'S PRINCIPAL RESIDENCE, MAY BE ENTITLED TO CERTAIN RELIEF PROVISIONS UNDER SECTIONS 49-31D TO 49-31I, INCLUSIVE, TO THE CONNECTICUT GENERAL STATUTES. YOU SHOULD CONSULT AN ATTORNEY TO DETERMINE YOUR RIGHTS UNDER THIS ACT.

**NOTICE**

NOTICE IS HEREBY GIVEN THAT THE PLAINTIFF INTENDS TO SEEK SATISFACTION OF ANY JUDGMENT RENDERED IN PLAINTIFF'S FAVOR FROM ANY DEBT ACCRUING TO SAID DEFENDANTS BY REASON OF HIS OR HER PERSONAL SERVICES.

**NOTICE TO DEBTORS**

I have been retained by plaintiff Lisa Brault in reference to the mortgage loan to R. James Graydon And Linda Graydon which loan is now past due and in default.

The amount of the debt is stated in paragraph 4 of the Complaint and the amount required to payoff is attached here as Exhibit F. Additional information regarding the Fair Debt Collections Practices Act, As Amended is contained in Exhibit F.

## NOTE

\$500,000.00

Hartford, Connecticut

May 24, 2002

FOR VALUE RECEIVED, the undersigned, R. JAMES GRAYDON AND LINDA GRAYDON, of 41 Mountain Road, Farmington, CT 06032, (the "Maker"), jointly and severally promise to pay to LISA BRAULT, of San Juan, Puerto Rico (the "Payee") or order, at Post Office Box 191248, San Juan, Puerto Rico 00919-1248, or at such other place as may be designated in writing by the Payee, the principal sum of FIVE HUNDRED THOUSAND AND NO/ONE-HUNDREDTHS (\$500,000.00) DOLLARS lawful money of the United States of America, with interest thereon from the date hereunto, until the entire principal sum of this Note has been paid at the rate of five (5%) percent per annum, said principal sum and interest to be paid as follows:

Interest shall be payable annually in arrears commencing on the first anniversary of this Note and continuing annually thereafter until five years from date, unless sooner demanded by Payee as herein provided, when the entire balance of this Note (principal and accrued interest then due) shall be due and payable in full. Notwithstanding the foregoing stated term of this Note, on or after March 1, 2004, Payee may at any time after 90 days written notice to Borrower at the address listed above, demand payment in full of the unpaid principal balance, together with all accrued interest on this Note and all other charges due and payable by Maker under this Note.

This Note is secured by a mortgage on real property known as 9 Mohegan Avenue, in the Town of Old Saybrook, County of Middlesex and State of Connecticut (the "Mortgage") made by Maker of even date herewith. Maker shall pay when due all sums required to be paid by the Note, and shall perform and comply with each of the other terms, provisions and covenants of the Maker contained therein. In addition, in the event of default in the payment of this Note, Maker shall pay all costs of collection, including reasonable attorneys' fees.

The occurrence of any of the following events shall constitute an Event of Default under this Note:

1. Nonpayment of any installment of principal and/or interest due under this Note when it shall become due and payable and such nonpayment shall have continued for a period of more than fifteen (15) days (no prior demand therefor being necessary);
2. Nonpayment, nonobservance or nonperformance of any of the other covenants, agreements and/or conditions of this Note (other than nonpayment of any installment of principal and/or interest due under this Note) and any such nonpayment, nonperformance or nonobservance shall have continued beyond any applicable grace period;
3. A Default under the Mortgage or any other document, agreement or instrument hereafter securing this Note or executed in connection herewith;
4. The cancellation, lapse or termination of any insurance coverage required to be maintained by Maker under the Security Instruments;

If an Event of Default shall occur and be continuing, then and in that event, or upon any other event by which under the terms of said principal sum may or shall become due and payable, the unpaid balance of the aforesaid principal sum, together with interest and all other sums payable to the holder hereof, shall, at the option of the Payee, immediately become due and payable. All of the terms, covenants, conditions and agreements contained in the Mortgage are hereby made a part of this Note as if set forth in full herein.

Payee may assign, transfer or negotiate this Note and any security for the performance of Maker's obligations hereunder and in such event, all of the provisions of this Note and the Mortgage shall inure to the benefit of and may be exercised by or on behalf of the assignee, transferee or successor Payee, and, unless contrary to applicable law, all payments of principal and interest due and/or to become due under this Note shall not thereafter be subject to any defense, counterclaim or set-off which Maker may have against Payee.

The Maker has the right to pay before due the unpaid balance of this Note or any part thereof without any penalty or premium. All such prepayments shall be applied first to interest accrued to the date of prepayment and then to the principal balance.

The release of any security for this Note or the alteration, amendment or waiver of any provision of this Note or any instrument evidencing, securing or guarantying payment of this Note or the performance by Maker thereunder shall not release or modify or affect the liability of the undersigned or any endorser, guarantor or any other person who may become liable under this Note.

In the event that any payment provided for herein shall become overdue for a period in excess of fifteen (15) days, a late charge of five (5%) percent for each dollar so overdue shall become due immediately to the holder thereof, not to be applied to principal or interest hereunder, but as liquidated damages for the costs suffered by the Payee, because of the failure to make prompt payment. Said charge shall be paid no later than the due date of the next subsequent installments of interest hereunder, and if not so paid, shall be secured by the security for this Note, and shall be paid by Maker on demand with interest thereon at the same rate as on the principal thereof.

Maker and any endorsers and guarantors hereof, and all others who may become liable for all or any part of this obligation, consent to any number of renewals or extensions of time for payment hereof. Any such renewals or extensions may be made without affecting their liability.

Maker and any endorsers and guarantors hereof, and all others who may become liable for all or any part of this obligation, severally waive valuation and appraisal, presentment for payment, protest, notice of protest, dishonor, notice of dishonor, demand, notice of nonpayment, and the benefit of all laws now or hereafter enacted affording any right of redemption or cure or any right to a stay of execution or extension of time for payment or exempting any property of such person from levy and sale upon execution of any judgment obtained by the Payee under this Note.

Each Maker and each and every endorser, guarantor and surety of this Note, and each other person who may become liable for all or any part of the obligation evidenced hereby, hereby give Payee a lien and right of setoff for all of Maker's liabilities hereunder upon and against all deposits, credits and property of such Maker and each such other party (other than the premises mortgaged to secure this Note), and any other collateral of such Maker and each such other party now or hereafter in Payee's possession or control or in transit to it. Payee may at any time apply the same, or any part thereof, to any liability of Maker, even if unmatured.


This Note and the rights of the parties hereunder shall be governed by and construed and interpreted in accordance with the laws of the State of Connecticut without giving effect to the principles of conflict of laws. If any provision hereof or of any of the instruments securing this Note is invalid or unenforceable, the other provisions hereof and thereof shall remain in full force and effect and the remaining provisions hereof and thereof shall be liberally construed in favor of the holder hereof in order to effectuate the provisions hereof and of said instruments; and the invalidity of any provision hereof or thereof shall not affect the validity or enforceability of such other provisions.

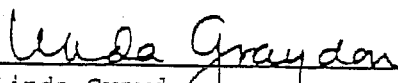
If the principal sum and all interest due thereon is not paid at maturity or upon acceleration, interest shall accrue from the date of maturity or acceleration at the rate of ten (10%) percent per annum including after any judgement hereon.

The Maker (and the representative, if any, of the Maker subscribing below) represent that they have full power, authority and legal right to execute and deliver this Note and the obligations of Maker hereunder are valid and binding on the Maker.

Should this note be signed by more than one Maker, references in this Note to the Maker in the singular shall include the plural and all obligations herein contained shall be the joint and several obligations of each signer hereof.

This Note may not be changed or modified in any way except by a written instrument duly executed by the Payee hereof.

  
\_\_\_\_\_  
R. James Graydon

  
\_\_\_\_\_  
Linda Graydon

VOL. 411 PAGE 0273

## SCHEDULE "A"

The following described two parcels of real property:

PARCEL ONE: A certain tract of land with any buildings and improvements thereon located in the Borough of Fenwick, Town of Old Saybrook, County of Middlesex and State of Connecticut, and being known as Lot No. 132 on map of New Saybrook, so-called, by William R. Clarke, Civil Engineer, on file in the Town Clerk's office in said town; and being the same lot formerly belonging to the estate of Henry Corning, deceased, of Hartford; said lot being bounded on the west by Mohegan Avenue; on the south by Pettipaug Avenue; on the north by Agawam Avenue; on the east by Lot No. 133, as per said map to which reference is hereby made will more fully appear.

PARCEL TWO: A certain piece or parcel of land with any buildings and improvements thereon located in the Borough of Fenwick, Town of Old Saybrook, County of Middlesex and State of Connecticut, being known as Lot No. 133 as shown on a map entitled "Map of New Saybrook, No. 2" on file in the office of the Town Clerk of the Town of Old Saybrook, and bounded and described as follows:

Beginning at a point in the southerly line of Agawam Avenue as shown on said map at the northeast corner of Lot No. 132, thence running in a generally easterly direction along the southerly line of said Agawam Avenue for a distance of 75.6 feet, more or less, to a point which is the northwest corner of Lot No. 134; thence continuing in a generally southerly direction along the westerly boundary of Lot No. 134 for a distance of 280.5 feet, more or less, to a point which is the southwest corner of Lot No. 134; thence running in a westerly direction for a distance of 86.2 feet, more or less, to a point which is the southwest corner of Lot No. 133 and the southeast corner of Lot No. 132; thence running in a northerly direction along the easterly boundary of Lot No. 132 for a distance of 281.4 feet, more or less, to the point of beginning.

All of the premises described above are conveyed together with all rights and obligations appurtenant thereto and subject to any and all provisions of any ordinance, municipal regulation, and public or private law. The premises further are conveyed subject to an Ordinance creating an Historic District adopted September 1, 1975, by the Board of Warden and Burgesses of the Borough of Fenwick, as further described in Volume 169, Page 236 of the Old Saybrook Land Records.

## STATUTORY FORM MORTGAGE DEED

KNOW YE, THAT R. JAMES GRAYDON and LINDA GRAYDON, of the Town of Farmington, County of Hartford and State of Connecticut (hereinafter referred to as Grantor), to secure payment of FIVE HUNDRED THOUSAND AND NO/100THS (\$500,000.00) DOLLARS with interest payable as provided in a certain promissory note dated as of May 24, 2002, with final maturity on March 30, 2007, grant to LISA BRAULT, of San Juan, Puerto Rico (hereinafter referred to as Grantee), with *MORTGAGE COVENANTS* all those certain pieces or parcels of land situated in the Town of Old Saybrook, County of Middlesex and State of Connecticut, together with all buildings thereon and appurtenances thereto, known as 9 Mohegan Avenue (the "Mortgaged Property"), and more particularly bounded and described on Schedule A attached hereto and made a part hereof;

This mortgage is made upon the *STATUTORY CONDITION*, as well as upon the following conditions:

1. Grantor shall pay, when due, all taxes, assessments and insurance premiums on the mortgaged premises.
2. Grantor shall keep the mortgaged premises in good repair and free of mechanics liens.
3. Grantor shall keep the mortgaged premises insured against damage by fire and the perils included in a standard extended coverage endorsement in sufficient amounts to prevent the imposition of a co-insurance penalty, but in no event less than the balance due on the note secured hereby. All such policies shall name the Grantee in a standard mortgage endorsement and a copy of each such policy (or memorandum thereof) shall be given to the Grantee.
4. Grantor shall not demolish or substantially alter the structure without the Grantee's written permission.
5. Unless waived by the Grantee, Grantor shall pay the entire unpaid balance due under the note secured hereby:
  - a. if Grantor shall breach any of the conditions contained herein or in the note secured hereby;
  - b. if title to the mortgaged premises shall vest in anyone other than the Grantor, or
  - c. if the Grantor shall be adjudicated debtor under the Bankruptcy Code or make a general assignment for the benefit of her creditors.
6. Grantee shall be entitled to recover her reasonable expenses and attorney's fees incurred in any action to foreclose this mortgage or in the event Grantee is made a party to any legal proceeding by virtue of her being the holder of this mortgage.









VOL. 411 PAGE 0273

## SCHEDULE "A"

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PARCEL TWO: A certain piece or parcel of land with any buildings and improvements thereon located in the Borough of Fenwick, Town of Old Saybrook, County of Middlesex and State of Connecticut, being known as Lot No. 133 as shown on a map entitled "Map of New Saybrook, No. 2" on file in the office of the Town Clerk of the Town of Old Saybrook, and bounded and described as follows:

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All of the premises described above are conveyed together with all rights and obligations appurtenant thereto and subject to any and all provisions of any ordinance, municipal regulation, and public or private law. The premises further are conveyed subject to an Ordinance creating an Historic District adopted September 1, 1975, by the Board of Warden and Burgesses of the Borough of Fenwick, as further described in Volume 169, Page 236 of the Old Saybrook Land Records.

## NOTE

\$500,000.00

Hartford, Connecticut

May 24, 2002

FOR VALUE RECEIVED, the undersigned, R. JAMES GRAYDON AND LINDA GRAYDON, of 41 Mountain Road, Farmington, CT 06032, (the "Maker"), jointly and severally promise to pay to LISA BRAULT, of San Juan, Puerto Rico (the "Payee") or order, at Post Office Box 191248, San Juan, Puerto Rico 00919-1248, or at such other place as may be designated in writing by the Payee, the principal sum of FIVE HUNDRED THOUSAND AND NO/ONE-HUNDREDTHS (\$500,000.00) DOLLARS lawful money of the United States of America, with interest thereon from the date hereunto, until the entire principal sum of this Note has been paid at the rate of five (5%) percent per annum, said principal sum and interest to be paid as follows:

Interest shall be payable annually in arrears commencing on the first anniversary of this Note and continuing annually thereafter until five years from date, unless sooner demanded by Payee as herein provided, when the entire balance of this Note (principal and accrued interest then due) shall be due and payable in full. Notwithstanding the foregoing stated term of this Note, on or after March 1, 2004, Payee may at any time after 90 days written notice to Borrower at the address listed above, demand payment in full of the unpaid principal balance, together with all accrued interest on this Note and all other charges due and payable by Maker under this Note.

This Note is secured by a mortgage on real property known as 9 Mohegan Avenue, in the Town of Old Saybrook, County of Middlesex and State of Connecticut (the "Mortgage") made by Maker of even date herewith. Maker shall pay when due all sums required to be paid by the Note, and shall perform and comply with each of the other terms, provisions and covenants of the Maker contained therein. In addition, in the event of default in the payment of this Note, Maker shall pay all costs of collection, including reasonable attorneys' fees.

The occurrence of any of the following events shall constitute an Event of Default under this Note:

1. Nonpayment of any installment of principal and/or interest due under this Note when it shall become due and payable and such nonpayment shall have continued for a period of more than fifteen (15) days (no prior demand therefor being necessary);

2. Nonpayment, nonobservance or nonperformance of any of the other covenants, agreements and/or conditions of this Note (other than nonpayment of any installment of principal and/or interest due under this Note) and any such nonpayment, nonperformance or nonobservance shall have continued beyond any applicable grace period;

3. A Default under the Mortgage or any other document, agreement or instrument hereafter securing this Note or executed in connection herewith;

4. The cancellation, lapse or termination of any insurance coverage required to be maintained by Maker under the Security Instruments;

If an Event of Default shall occur and be continuing, then and in that event, or upon any other event by which under the terms of said principal sum may or shall become due and payable, the unpaid balance of the aforesaid principal sum, together with interest and all other sums payable to the holder hereof, shall, at the option of the Payee, immediately become due and payable. All of the terms, covenants, conditions and agreements contained in the Mortgage are hereby made a part of this Note as if set forth in full herein.

Payee may assign, transfer or negotiate this Note and any security for the performance of Maker's obligations hereunder and in such event, all of the provisions of this Note and the Mortgage shall inure to the benefit of and may be exercised by or on behalf of the assignee, transferee or successor Payee, and, unless contrary to applicable law, all payments of principal and interest due and/or to become due under this Note shall not thereafter be subject to any defense, counterclaim or set-off which Maker may have against Payee.

The Maker has the right to pay before due the unpaid balance of this Note or any part thereof without any penalty or premium. All such prepayments shall be applied first to interest accrued to the date of prepayment and then to the principal balance.

The release of any security for this Note or the alteration, amendment or waiver of any provision of this Note or any instrument evidencing, securing or guarantying payment of this Note or the performance by Maker thereunder shall not release or modify or affect the liability of the undersigned or any endorser, guarantor or any other person who may become liable under this Note.

In the event that any payment provided for herein shall become overdue for a period in excess of fifteen (15) days, a late charge of five (5%) percent for each dollar so overdue shall become due immediately to the holder thereof, not to be applied to principal or interest hereunder, but as liquidated damages for the costs suffered by the Payee, because of the failure to make prompt payment. Said charge shall be paid no later than the due date of the next subsequent installments of interest hereunder, and if not so paid, shall be secured by the security for this Note, and shall be paid by Maker on demand with interest thereon at the same rate as on the principal thereof.

Maker and any endorsers and guarantors hereof, and all others who may become liable for all or any part of this obligation, consent to any number of renewals or extensions of time for payment hereof. Any such renewals or extensions may be made without affecting their liability.

Maker and any endorsers and guarantors hereof, and all others who may become liable for all or any part of this obligation, severally waive valuation and appraisal, presentment for payment, protest, notice of protest, dishonor, notice of dishonor, demand, notice of nonpayment, and the benefit of all laws now or hereafter enacted affording any right of redemption or cure or any right to a stay of execution or extension of time for payment or exempting any property of such person from levy and sale upon execution of any judgment obtained by the Payee under this Note.

Each Maker and each and every endorser, guarantor and surety of this Note, and each other person who may become liable for all or any part of the obligation evidenced hereby, hereby give Payee a lien and right of setoff for all of Maker's liabilities hereunder upon and against all deposits, credits and property of such Maker and each such other party (other than the premises mortgaged to secure this Note), and any other collateral of such Maker and each such other party now or hereafter in Payee's possession or control or in transit to it. Payee may at any time apply the same, or any part thereof, to any liability of Maker, even if unmaturred.


This Note and the rights of the parties hereunder shall be governed by and construed and interpreted in accordance with the laws of the State of Connecticut without giving effect to the principles of conflict of laws. If any provision hereof or of any of the instruments securing this Note is invalid or unenforceable, the other provisions hereof and thereof shall remain in full force and effect and the remaining provisions hereof and thereof shall be liberally construed in favor of the holder hereof in order to effectuate the provisions hereof and of said instruments; and the invalidity of any provision hereof or thereof shall not affect the validity or enforceability of such other provisions.


If the principal sum and all interest due thereon is not paid at maturity or upon acceleration, interest shall accrue from the date of maturity or acceleration at the rate of ten (10%) percent per annum including after any judgement hereon.

The Maker (and the representative, if any, of the Maker subscribing below) represent that they have full power, authority and legal right to execute and deliver this Note and the obligations of Maker hereunder are valid and binding on the Maker.

Should this note be signed by more than one Maker, references in this Note to the Maker in the singular shall include the plural and all obligations herein contained shall be the joint and several obligations of each signer hereof.

This Note may not be changed or modified in any way except by a written instrument duly executed by the Payee hereof.

  
\_\_\_\_\_  
R. James Graydon

  
\_\_\_\_\_  
Linda Graydon

VOL. 411 PAGE 0277

STATE OF CONNECTICUT :  
: ss. Hartford  
COUNTY OF HARTFORD :

May 24, 2002

Personally appeared R. James Graydon, signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed, before me.

Mary G. Audet  
~~Commissioner of the Superior Court~~  
Notary Public  
My Commission Expires:

STATE OF CONNECTICUT :  
: ss.  
COUNTY OF HARTFORD :

May 24, 2002

Personally appeared R. Linda Graydon, signer and sealer of the foregoing instrument and acknowledged the same to be her free act and deed, before me.

Mary G. Audet  
~~Commissioner of the Superior Court~~  
Notary Public  
My Commission Expires:

May 30, 2002  
Rec'd for Record at 11:06 AM  
Recorded by Sarah V. Becker  
Town Clerk

**RETURN DATE: JULY 19, 2005** : **SUPERIOR COURT**  
**LISA BRAULT** : **J.D. OF MIDDLESEX**  
**VS.** : **AT MIDDLETOWN**  
**R. JAMES GRAYDON AND** : **JUNE 9, 2005**  
**AND LINDA GRAYDON**

**NOTICE OF LIS PENDENS**

Notice is hereby given of the pendency of a civil action in the Superior Court for the Judicial District of Middlesex at Middletown brought by the above-named Plaintiff against the above-named Defendants, by a Complaint dated June 9, 2005 which is brought to foreclosure a mortgage given by the Defendants, **R. JAMES GRAYDON AND LINDA GRAYDON** in the principal amount of \$500,000.00, recorded on May 30, 2002 in Volume 411, Pages 270-277 of the Old Saybrook Land Records, and to obtain possession of the mortgaged premises.

The real estate affected by said civil action is described in the mortgage deed as follows:

See description in EXHIBIT A attached hereto and incorporated herein.

Said premises are known as 9 Mohegan Avenue, Old Saybrook, Connecticut.

Dated at Hartford, Connecticut this 31<sup>st</sup> day of May, 2005.

PLAINTIFF,  
LISA BRAULT

By: 

---

Alan J. Rome  
ROME & KATZ, LLC  
576 Farmington Avenue  
Hartford, CT 06105  
Telephone No.: 860-232-3000  
Juris No.: 418383



VOL. 411 PAGE 0273

## SCHEDULE "A"

The following described two parcels of real property:

PARCEL ONE: A certain tract of land with any buildings and improvements thereon located in the Borough of Fenwick, Town of Old Saybrook, County of Middlesex and State of Connecticut, and being known as Lot No. 132 on map of New Saybrook, so-called, by William R. Clarke, Civil Engineer, on file in the Town Clerk's office in said town; and being the same lot formerly belonging to the estate of Henry Corning, deceased, of Hartford; said lot being bounded on the west by Mohegan Avenue; on the south by Pettipang Avenue; on the north by Agawam Avenue; on the east by Lot No. 133, as per said map to which reference is hereby made will more fully appear.

PARCEL TWO: A certain piece or parcel of land with any buildings and improvements thereon located in the Borough of Fenwick, Town of Old Saybrook, County of Middlesex and State of Connecticut, being known as Lot No. 133 as shown on a map entitled "Map of New Saybrook, No. 2" on file in the office of the Town Clerk of the Town of Old Saybrook, and bounded and described as follows:

Beginning at a point in the southerly line of Agawam Avenue as shown on said map at the northeast corner of Lot No. 132, thence running in a generally easterly direction along the southerly line of said Agawam Avenue for a distance of 75.6 feet, more or less, to a point which is the northwest corner of Lot No. 134; thence continuing in a generally southerly direction along the westerly boundary of Lot No. 134 for a distance of 280.5 feet, more or less, to a point which is the southwest corner of Lot No. 134; thence running in a westerly direction for a distance of 86.2 feet, more or less, to a point which is the southwest corner of Lot No. 133 and the southeast corner of Lot No. 132; thence running in a northerly direction along the easterly boundary of Lot No. 132 for a distance of 281.4 feet, more or less, to the point of beginning.

All of the premises described above are conveyed together with all rights and obligations appurtenant thereto and subject to any and all provisions of any ordinance, municipal regulation, and public or private law. The premises further are conveyed subject to an Ordinance creating an Historic District adopted September 1, 1975, by the Board of Warden and Burgesses of the Borough of Fenwick, as further described in Volume 169, Page 236 of the Old Saybrook Land Records.



**ROME & KATZ, LLC  
576 FARMINGTON AVENUE  
HARTFORD, CT 06105**

---

March 16, 2005

**BY REGULAR MAIL AND CERTIFIED MAIL**

R. James Graydon  
Linda Graydon  
41 Mountain Road  
Farmington, CT 06032

Re: Note and Mortgage to Lisa Brault:

Dear R. James Graydon and Linda Graydon::

**We have been retained by the Creditor, Lisa Brault to file a foreclosure suit in regard to the above mortgage which secured the payment of a mortgage note, a copy of which is enclosed. Please refer to the attached Notice Required by the Fair Debt Collection Practices Act. NOTE: Pursuant to the Fair Debt Collection Practices Act, you are advised that this office is attempting to collect a debt and any information obtained will be used for that purpose.**

**As of March 23, 2005, you owe the sum of \$ 618,916.66, as calculated below, before legal fees, and foreclosure fees, if any. An estimate of the latter is included below. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, plus any additional late fees, accrued interest, legal fees and foreclosure fees, if any, an adjustment may be necessary after we receive your payment, in which event we will inform you before depositing the check for collection. For further information, write to me at Rome & Katz, LLC, or call 860-232-3000.**

The following is a breakdown of figures representing the amount due on the above loan:

Unpaid principal balance as of 3/23/05	\$500,000.00
Accrued Interest as of 3/23/05	<u>\$116,666.66</u>
SUB TOTAL	\$616,666.66
Legal/Foreclosure Fees Estimate	<u>\$ 2,250.00</u>
TOTAL :	<u>\$618,916.66</u>

Per diem interest accruing after 3/23/05 = \$ 136.98/day.

If you have any questions, please feel free to call.

Very truly yours,

Joel M. Ellis

EXHIBIT F

NOTICE REQUIRED BY THE FAIR DEBT COLLECTION  
PRACTICES ACT, (the Act) 15 U.S.C. SECTION 1601 AS AMENDED

1. This law firm may be deemed a "debt collector" under the Fair Debt Collection Practices Act. Any and all information obtained during the prosecution of this lawsuit may be used for the purpose of collecting a debt.
2. The amount of the debt is stated in the attached letter.
3. The Plaintiff as named in the attached letter is the creditor to whom the debt is owed, or is the servicing agent for the creditor to whom the debt is owed. The undersigned attorney represents the interests of the Plaintiff.
4. The debt described in the letter evidenced by the copy of the mortgage note attached hereto will be assumed to be valid by the creditor's law firm unless the debtor, within thirty days after the receipt of this notice, disputes in writing the validity of the debt or some portion thereof.
5. If the debtor notifies the creditor's law firm in writing within thirty days of the receipt of this notice that the debt or any portion thereof is disputed, the creditor's law firm will obtain a verification of the debt and a copy of the verification will be mailed to the debtor by the creditor's law firm.
6. If the creditor named as Plaintiff in the attached letter is not the original creditor, and if the debtor makes a written request to the creditor's law firm within the thirty days from the receipt of this notice, the name and address of the original creditor will be mailed to the debtor by the creditor's law firm.
7. FEDERAL LAW GIVES YOU THIRTY DAYS AFTER YOU RECEIVE THIS NOTICE TO DISPUTE THE VALIDITY OF THE DEBT OR ANY PART OF IT. THE LAW DOES NOT REQUIRE THAT WE WAIT UNTIL THE END OF THE THIRTY-DAY PERIOD TO CONTINUE WITH THE SUBJECT LEGAL ACTION. IF, HOWEVER, YOU REQUEST PROOF OF THE DEBT OR THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR WITHIN THE THIRTY-DAY PERIOD THAT BEGINS WITH YOUR RECEIPT OF THIS LETTER, THE LAW REQUIRES THAT WE SUSPEND OUR EFFORTS (THROUGH LITIGATION OR OTHERWISE) TO COLLECT THE MORTGAGE AND NOTE, INCLUDING SEEKING A DEFAULT IN THE FORECLOSURE SUIT FOR YOUR FAILURE TO RESPOND TO THE ATTACHED COMPLAINT WITHIN THE TIME REQUIRED UNDER THE SUMMONS, UNTIL WE MAIL THE REQUESTED INFORMATION TO YOU. IF YOU REQUEST VALIDATION OF THE DEBT, AS STATED HEREIN, YOU ARE UNDER NO OBLIGATION TO RESPOND TO THE SUMMONS AND COMPLAINT UNTIL WE RESPOND WITH THE REQUESTED INFORMATION
8. Written requests should be addressed to Rome & Katz, LLC, 576 Farmington Avenue, Hartford, CT 06105

## NOTE

\$500,000.00

Hartford, Connecticut

May 24, 2002

FOR VALUE RECEIVED, the undersigned, R. JAMES GRAYDON AND LINDA GRAYDON, of 41 Mountain Road, Farmington, CT 06032, (the "Maker"), jointly and severally promise to pay to LISA BRAULT, of San Juan, Puerto Rico (the "Payee") or order, at Post Office Box 191248, San Juan, Puerto Rico 00919-1248, or at such other place as may be designated in writing by the Payee, the principal sum of FIVE HUNDRED THOUSAND AND NO/ONE-HUNDREDTHS (\$500,000.00) DOLLARS lawful money of the United States of America, with interest thereon from the date hereunto, until the entire principal sum of this Note has been paid at the rate of five (5%) percent per annum, said principal sum and interest to be paid as follows:

Interest shall be payable annually in arrears commencing on the first anniversary of this Note and continuing annually thereafter until five years from date, unless sooner demanded by Payee as herein provided, when the entire balance of this Note (principal and accrued interest then due) shall be due and payable in full. Notwithstanding the foregoing stated term of this Note, on or after March 1, 2004, Payee may at any time after 90 days written notice to Borrower at the address listed above, demand payment in full of the unpaid principal balance, together with all accrued interest on this Note and all other charges due and payable by Maker under this Note.

This Note is secured by a mortgage on real property known as 9 Mohegan Avenue, in the Town of Old Saybrook, County of Middlesex and State of Connecticut (the "Mortgage") made by Maker of even date herewith. Maker shall pay when due all sums required to be paid by the Note, and shall perform and comply with each of the other terms, provisions and covenants of the Maker contained therein. In addition, in the event of default in the payment of this Note, Maker shall pay all costs of collection, including reasonable attorneys' fees.

The occurrence of any of the following events shall constitute an Event of Default under this Note:

1. Nonpayment of any installment of principal and/or interest due under this Note when it shall become due and payable and such nonpayment shall have continued for a period of more than fifteen (15) days (no prior demand therefor being necessary);
2. Nonpayment, nonobservance or nonperformance of any of the other covenants, agreements and/or conditions of this Note (other than nonpayment of any installment of principal and/or interest due under this Note) and any such nonpayment, nonperformance or nonobservance shall have continued beyond any applicable grace period;
3. A Default under the Mortgage or any other document, agreement or instrument hereafter securing this Note or executed in connection herewith;
4. The cancellation, lapse or termination of any insurance coverage required to be maintained by Maker under the Security Instruments;

If an Event of Default shall occur and be continuing, then and in that event, or upon any other event by which under the terms of said principal sum may or shall become due and payable, the unpaid balance of the aforesaid principal sum, together with interest and all other sums payable to the holder hereof, shall, at the option of the Payee, immediately become due and payable. All of the terms, covenants, conditions and agreements contained in the Mortgage are hereby made a part of this Note as if set forth in full herein.

Payee may assign, transfer or negotiate this Note and any security for the performance of Maker's obligations hereunder and in such event, all of the provisions of this Note and the Mortgage shall inure to the benefit of and may be exercised by or on behalf of the assignee, transferee or successor Payee, and, unless contrary to applicable law, all payments of principal and interest due and/or to become due under this Note shall not thereafter be subject to any defense, counterclaim or set-off which Maker may have against Payee.

The Maker has the right to pay before due the unpaid balance of this Note or any part thereof without any penalty or premium. All such prepayments shall be applied first to interest accrued to the date of prepayment and then to the principal balance.

The release of any security for this Note or the alteration, amendment or waiver of any provision of this Note or any instrument evidencing, securing or guarantying payment of this Note or the performance by Maker thereunder shall not release or modify or affect the liability of the undersigned or any endorser, guarantor or any other person who may become liable under this Note.

In the event that any payment provided for herein shall become overdue for a period in excess of fifteen (15) days, a late charge of five (5%) percent for each dollar so overdue shall become due immediately to the holder thereof, not to be applied to principal or interest hereunder, but as liquidated damages for the costs suffered by the Payee, because of the failure to make prompt payment. Said charge shall be paid no later than the due date of the next subsequent installments of interest hereunder, and if not so paid, shall be secured by the security for this Note, and shall be paid by Maker on demand with interest thereon at the same rate as on the principal thereof.

Maker and any endorsers and guarantors hereof, and all others who may become liable for all or any part of this obligation, consent to any number of renewals or extensions of time for payment hereof. Any such renewals or extensions may be made without affecting their liability.

Maker and any endorsers and guarantors hereof, and all others who may become liable for all or any part of this obligation, severally waive valuation and appraisal, presentment for payment, protest, notice of protest, dishonor, notice of dishonor, demand, notice of nonpayment, and the benefit of all laws now or hereafter enacted affording any right of redemption or cure or any right to a stay of execution or extension of time for payment or exempting any property of such person from levy and sale upon execution of any judgment obtained by the Payee under this Note.

Each Maker and each and every endorser, guarantor and surety of this Note, and each other person who may become liable for all or any part of the obligation evidenced hereby, hereby give Payee a lien and right of setoff for all of Maker's liabilities hereunder upon and against all deposits, credits and property of such Maker and each such other party (other than the premises mortgaged to secure this Note), and any other collateral of such Maker and each such other party now or hereafter in Payee's possession or control or in transit to it. Payee may at any time apply the same, or any part thereof, to any liability of Maker, even if unmaturred.


This Note and the rights of the parties hereunder shall be governed by and construed and interpreted in accordance with the laws of the State of Connecticut without giving effect to the principles of conflict of laws. If any provision hereof or of any of the instruments securing this Note is invalid or unenforceable, the other provisions hereof and thereof shall remain in full force and effect and the remaining provisions hereof and thereof shall be liberally construed in favor of the holder hereof in order to effectuate the provisions hereof and of said instruments; and the invalidity of any provision hereof or thereof shall not affect the validity or enforceability of such other provisions.

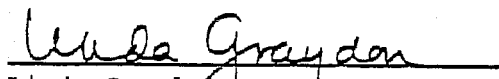
If the principal sum and all interest due thereon is not paid at maturity or upon acceleration, interest shall accrue from the date of maturity or acceleration at the rate of ten (10%) percent per annum including after any judgement hereon.

The Maker (and the representative, if any, of the Maker subscribing below) represent that they have full power, authority and legal right to execute and deliver this Note and the obligations of Maker hereunder are valid and binding on the Maker.

Should this note be signed by more than one Maker, references in this Note to the Maker in the singular shall include the plural and all obligations herein contained shall be the joint and several obligations of each signer hereof.

This Note may not be changed or modified in any way except by a written instrument duly executed by the Payee hereof.

  
\_\_\_\_\_  
R. James Graydon

  
\_\_\_\_\_  
Linda Graydon

STATE OF CONNECTICUT :  
: ss. Hartford  
COUNTY OF HARTFORD :

May 24, 2002

Personally appeared R. James Graydon, signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed, before me.

Mary G. Audet  
~~Commissioner of the Superior Court~~  
Notary Public  
My Commission Expires:

STATE OF CONNECTICUT :  
: ss.  
COUNTY OF HARTFORD :

May 24, 2002

Personally appeared R. Linda Graydon, signer and sealer of the foregoing instrument and acknowledged the same to be her free act and deed, before me.

Mary G. Audet  
~~Commissioner of the Superior Court~~  
Notary Public  
My Commission Expires:

May 30, 2002  
Rec'd for Record at 11:06 A.M.  
Recorded by Joseph V. Becker  
Town Clerk



STATE OF CONNECTICUT:  
:  
COUNTY OF HARTFORD :

Date: JUNE 15, 2005

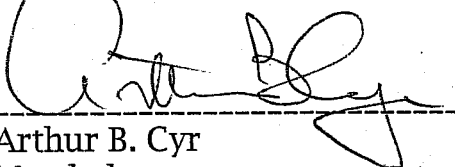
ss: WEST HARTFORD

Then and by virtue hereof and by direction of the Plaintiff's attorney, on JUNE 15, 2005, I made due and legal service upon the within named defendant JAMES R. GRAYDON by leaving with and in the hands of JAMES R. GRAYDON, at c/o Attorney Kerry Marc Wisser of Weinstein & Wisser, PC, 29 South Main Street, Suite 207, West Hartford, CT, a true and attested copy of the within Writ Summons; Complaint; Notice to Homeowner Pursuant to the National Housing Act; Notice; Notice to Debtors; Exhibit A; Exhibit B; Exhibit C; Exhibit D; Exhibit E; Exhibit F; with my endorsements thereon.

Then and by virtue hereof and by direction of the Plaintiff's attorney, on JUNE 15, 2005, I made due and legal service upon the within named defendant LINDA GRAYDON by leaving with and in the hands of LINDA GRAYDON, at c/o Attorney Kerry Marc Wisser of Weinstein & Wisser, PC, 29 South Main Street, Suite 207, West Hartford, CT, a true and attested copy of the within Writ Summons; Complaint; Notice to Homeowner Pursuant to the National Housing Act; Notice; Notice to Debtors; Exhibit A; Exhibit B; Exhibit C; Exhibit D; Exhibit E; Exhibit F; with my endorsements thereon.

The within is the original Writ Summons; Complaint; Notice to Homeowner Pursuant to the National Housing Act; Notice; Notice to Debtors; Exhibit A; Exhibit B; Exhibit C; Exhibit D; Exhibit E; Exhibit F; with my doings thereon endorsed.

ATTEST:



Arthur B. Cyr  
Marshal  
Hartford County

Service	\$ 40.00
Copies	\$ 60.00
Endorsements	\$ 4.40
Travel	\$ 15.50
<b>TOTAL</b>	<b>\$119.90</b>