

D:176

Mrs. DeLano's Equifax credit bureau report of May 8, 2004, produced with missing pages

8 **M.B.N.A Amer** PO Box 15026 Wilmington DE 19850-5026 (800) 421-2110

Account Number	Date Opened	High Credit	Credit Limit	Terms Duration	Terms Frequency	Mths Revd	Activity Description	Creditor Classification				
43130229975*	01/1994					99						
Items As of Date Reported	Balance Amount	Amount Past Due	Date of Last Paymnt	Actual Paymnt Amount	Scheduled Paymnt Amount	Date of Last Activity	Date Maj. Del. 1st Pp'd	Charge Off Amount	Deferred Pay Start Date	Balloon Pay Amount	Balloon Pay Start Date	Date Closed
04/2004						10/2003	02/2004					

Current Status - Account Included in Bankruptcy ; Type of Loan - Credit Card ; Whose Account - Individual Account;

Account History with Status Codes	03/2004	02/2004	01/2004	10/2003	05/2003	12/2002	06/2002	05/2002	03/2002	01/2002	11/2001	10/2001	07/2001	05/2001	04/2001	12/2000	11/2000	10/2000	08/2000	06/2000	02/2000
	3	2	1	1	1	1	2	1	1	1	1	1	1	1	1	3	2	1	1	1	1
	12/1999	09/1999	06/1999	02/1999	10/1998	08/1998	03/1998	09/1997													
	1	1	1	1	1	1	1	1													

9 **Manufacturers & Traders Trust**

Account Number	Date Opened	High Credit	Credit Limit	Terms Duration	Terms Frequency	Mths Revd	Activity Description	Creditor Classification				
738920*	03/1988	\$59,000				10						
Items As of Date Reported	Balance Amount	Amount Past Due	Date of Last Paymnt	Actual Paymnt Amount	Scheduled Paymnt Amount	Date of Last Activity	Date Maj. Del. 1st Pp'd	Charge Off Amount	Deferred Pay Start Date	Balloon Pay Amount	Balloon Pay Start Date	Date Closed
05/1999	\$0				\$723	04/1999						

Current Status - Pays As Agreed ; Type of Account - Installment ; Whose Account - Joint Account; ADDITIONAL INFORMATION - Account Paid/Zero Balance ;

10 **ONONDAGA Bank/Overdraft**

Account Number	Date Opened	High Credit	Credit Limit	Terms Duration	Terms Frequency	Mths Revd	Activity Description	Creditor Classification				
195882002*	03/1988	\$59,000				15						
Items As of Date Reported	Balance Amount	Amount Past Due	Date of Last Paymnt	Actual Paymnt Amount	Scheduled Paymnt Amount	Date of Last Activity	Date Maj. Del. 1st Pp'd	Charge Off Amount	Deferred Pay Start Date	Balloon Pay Amount	Balloon Pay Start Date	Date Closed
04/1998	\$0				\$733	02/1998						

Current Status - Pays As Agreed ; Type of Account - Installment ; Whose Account - Joint Account; ADDITIONAL INFORMATION - Account Transferred or Sold ;

11 **Primus Automotive**

Account Number	Date Opened	High Credit	Credit Limit	Terms Duration	Terms Frequency	Mths Revd	Activity Description	Creditor Classification				
626*	02/1997	\$6,719		48 Months		27						
Items As of Date Reported	Balance Amount	Amount Past Due	Date of Last Paymnt	Actual Paymnt Amount	Scheduled Paymnt Amount	Date of Last Activity	Date Maj. Del. 1st Pp'd	Charge Off Amount	Deferred Pay Start Date	Balloon Pay Amount	Balloon Pay Start Date	Date Closed
05/1999	\$0					04/1999						

Current Status - Pays As Agreed ; Type of Account - Installment ; Whose Account - Individual Account; ADDITIONAL INFORMATION - Account Paid/Zero Balance ; Auto ;

The Bon Ton

Account Number	Date Opened	High Credit	Credit Limit	Terms Duration	Terms Frequency	Mths Revd	Activity Description	Creditor Classification				
8601*	12/1995	\$280	\$500			99						
Items As of Date Reported	Balance Amount	Amount Past Due	Date of Last Paymnt	Actual Paymnt Amount	Scheduled Paymnt Amount	Date of Last Activity	Date Maj. Del. 1st Pp'd	Charge Off Amount	Deferred Pay Start Date	Balloon Pay Amount	Balloon Pay Start Date	Date Closed
04/2004	\$0			02/1997		02/1997						

Current Status - Pays As Agreed ; Type of Account - Revolving ; Type of Loan - Charge Account ; Whose Account - Joint Account;

Inquiries that display to companies (may impact your credit score)
 This section lists companies that requested your credit file. Credit grantors may view these requests when evaluating your credit worthiness.

Company Information	Inquiry Date(s)
Genesee Regional Bank	09/2003 06/2003
The Credit Bureau:3301 ONTARIO NATIONA	08/2002

February 16, 2005

George M. Reiber, Esq.
3136 South Winton Road
Rochester, New York 14623

Re: David G. and Mary Ann DeLano, Case No. 04-20280

Dear Mr. Reiber:

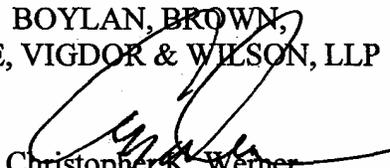
Pursuant to your request at the adjourned 341 Hearing, enclosed please find a copy of the relevant portion of Mr. and Mrs. DeLano's Abstract of Title for the period of the purchase of their home at 1262 Shoecraft Road, Penfield, New York in 1975, through their Lyndon Guaranty refinance of April 23, 1999. We also enclose the HUD-1 Settlement Statement, together with their attorney's Closing Statement.

It appears that the 1999 refinance paid off the existing M&T first mortgage and home equity mortgage and provided cash proceeds of \$18,746.69 to Mr. and Mrs. DeLano. Of this cash, \$11,000.00 was used for the purchase of an automobile, as indicated. Mr. DeLano indicates that the balance of the cash proceeds was used for payment of outstanding debts, debt service and miscellaneous personal expenses. He does not believe that he has any details in this regard, as this transaction occurred almost six (6) years ago.

Please advise what, if anything, further you require.

Very truly yours,

**BOYLAN, BROWN,
CODE, VIGDOR & WILSON, LLP**


Christopher K. Werner

CKW/trm
Enclosures

cc: Richard Cordero (w/ enclosures)

4. Church of the Holy Spirit
of Penfield New York

Warranty Deed

-To-

Dated July 16, 1975
Ack. same day
Rec. same day at 12:18 P.M.

David G. DeLano and
Mary Ann DeLano, his wife
(2nd parties not certified)

Liber ~~4865~~¹²² of Deeds, page ~~188~~

Conveys same as #1 with same interest in and to
Shoecraft Road and subject to same easements, covenants
and restrictions.

Being the same premises conveyed to first party by
Liber 3679 of Deeds, page 489.

This deed executes pursuant to a court order signed
by Hon. Joseph G. Fritsel, Justice of the Supreme Court on
July 15, 1975 and filed in Monroe County Clerk's Office
July 16, 1975.

Contains Lien Fund Clause.

Revenue Stamps for \$35.75 affixed.

Note: Order of the Supreme Court dated July 15,
1975 is recorded herewith.

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5.

David G. DeLano and
Mary Ann DeLano, his wife

Mortgage to secure \$26,000.00
Part Purchase Price

CORRECTLY DISCHARGED OF RECORD
6-13-88 1418 Dis 320

-To-

BY Wtzel

Dated July 16, 1975
Ack. same day
Rec. same day at 12:18 P.M.

Columbia Bank and Loan Association
and Loan Association

PER CAS

Liber ~~4000~~ of Mortgages, page 196

ma
3/10/88

Conveys same as #1 together with same interest
in Shoecraft Road and subject to same easements, covenants
and restrictions.

6.

David G. DeLano

Mortgage to secure \$7,467.18

Mary Ann DeLano

CORRECTLY DISCHARGED OF RECORD

Dated November 30, 1977

-To- 6-14-88 1419 Dis 142

Ack. same day

BY Mtse

Rec. December 1, 1977 at 10:39 AM

Columbia Banking, Saving
and Loan Association

COLONY ABSTRACT CORP

Liber 4488 of Mortgages, page 152

PER CAB

Conveys same premises as No. 1.

Subject to all covenants, easements and restrictions of record, if any, affecting said premises.

Being the same premises conveyed to the first parties by deed recorded in Monroe County Clerk's Office in Liber 4865 of Deeds, page 122.

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3/10/88*

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PUBLIC ABSTRACT CORPORATION

A corporation duly established under the Laws of the State of New York, in consideration of one or more dollars to it paid, hereby Certifies to the record owners of an interest in or specific lien upon the premises hereinafter referred to or described that it has examined the Grantor and Mortgagor Indexes to the Records in the office of the Clerk of the County of Monroe, in the State of New York, for Deeds of Conveyance, Wills, Powers of Attorney and Revocations thereof, Mortgages, Indexes for General Assignments, Affidavits of Foreclosure, assignments of Mortgages, Sheriff's Certificates of Sales, Homestead Exemptions, Lien Book of Welfare Commissioners, Miscellaneous Records, Orders Appointing Receivers, Mortgage Book of Loan Commissioners of the United States Deposit Fund, Leases, Contracts, Notices of Pendency of Action, State Criminal Surety Bond Liens, Individual Surety Bond Lien Docket and Index of Incompetencies, and also the indexes to estates in the office of the Surrogate of said County, against the names of the parties appearing in the foregoing Abstract of Title as owning or having an interest in the premises hereinafter described, during the record period

of such ownership respectively from and including the date October 5, 1965.....
.....
to the date hereof.

And that it finds the items set forth in the foregoing Abstract of Title, and nothing more, and that said items are correctly set forth, and that there is nothing more in said indexes which appears to affect the premises or any part thereof, described in Liber 3679.....
of Deeds....., at page 489..... in said Clerk's Office, set forth in said Abstract of Title in No. 1..... on the margin hereof (except liens or incumbrances correctly discharged of record.)

3..... NUMBERS.

And **PUBLIC ABSTRACT CORPORATION** further Certifies that no judgment appears upon the docket books to have been docketed during the last 10 years, and no Collector's Bond filed and indexed during the last 20 years, and no Financing Statements affixed to Real Property indexed during the last 5 years, and no Federal Tax Lien filed and indexed during the last six years and one month, Lien or Lien Bond filed and indexed during the last year, in said Clerk's Office, against any of the persons who appear from the foregoing Abstract of Title to have held any title to said premises during said periods, which is a lien on said premises, except as correctly set forth in said Abstract of Title; that the items set forth in the foregoing Abstract of Title, including those taken from the records and files of the office of the Surrogate of Monroe County, are correctly abstracted.

and also Certified for
Mechanic's Liens indexed
during the past year.

In Witness Whereof, the Corporation has caused these presents to be signed by an Authorized Officer, this 10th day of June..... 19 75 at 8:59 o'clock A. M.

PUBLIC ABSTRACT CORPORATION

No. 13735.....
By Donald Nastasi Authorized Officer
Abstracted by D. Nastasi.....

Continued by B.J. Fischette..... for premises at
No. 1 with Nos. 4 and 5 added......

and redated July 16,..... 19 75 at 12:18P. M..... and re-issued.

Bernard J. Fischette Authorized Officer

(over)

ABSTRACT OF TITLE

-TO-

PART LOT #45

TOWNSHIP 13, RANGE 4

EAST SIDE SHOECRAFT ROAD

TOWN OF PENFIELD

MAPS:

Hopkins Atlas, Volume 5, Plate 13

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1.

David G. DeLano and Mary Ann DeLano Mortgage to secure \$7,467.18

CORRECTLY DISCHARGED OF RECORD

-To- 6-14-88 1419 Dis 142 Dated November 30, 1977
Ack. same day
Rec. December 1, 1977

BY M. J. Jell
Columbia Banking and Loan Association, Saving and Loan Association
COLONY ABSTRACT CORP Liber 4488 of Mortgages, page 152

Conveys ~~HER1 that tract or parcel~~ of land situate in the Town of Penfield, County of Monroe and State of New York, being a part of Lot No. 45, Township 13, Range 4, commencing at a point on the east street line of Shoecraft Road a distance of 1085.36 feet northerly from a point where the north street line of State Road intersects the east street line of Shoecraft Road; thence in an easterly direction making an interior angle of 90° with the east street line of Shoecraft Road, a distance of 200 feet; thence in a southerly direction making an interior angle of 90° with the last described course, a distance of 100 feet; thence in a westerly direction making an interior angle of 90° with the last described course a distance of 200 feet to the east line of Shoecraft Road; thence in a northerly direction along the east street line of Shoecraft Road a distance of 100 feet to the point and place of beginning. X

Also hereby intending to mortgage any and all interest that the mortgagor may have in and to the bed of Shoecraft Road.

Subject to all covenants, easements and restrictions of record if any affecting said premises.

Being the same premises conveyed to the mortgagors herein by Deed dated July 16, 1975 and recorded in Monroe County Clerk's Office on July 16, 1975 in Liber 4865, page 122.

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3-30-99*

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David G. DeLano
Mary Ann DeLano, his wife

Mortgage to secure \$59,000.00

to

Dated: March 29, 1988

Ack: same day

Rec: same day @ 4:14 PM

Columbia Banking Federal
Savings and Loan Association

Liber 8682 of Mortgages, page
81

Conveys same premises as #1.

Subject to covenants, easements and restrictions of record.

Being same premises conveyed by deed recorded in Monroe County Clerk's Office in Liber 4865 of Deeds, page 122.

#33516

ABSTRACT OF TITLE

- TO -

LOT #9

ROMAN CREST SUBDIVISION

1262 SHOECRAFT ROAD

TOWN OF PENFIELD

MAPS: HOPKINS ATLAS, VOLUME 5, PLATE 13

FOUR CORNERS ABSTRACT CORPORATION

1.

David G. DeLano
Mary Ann DeLano,
husband and wife

- TO -

Columbia Banking Federal
Savings and Loan Association

Mortgage
To Secure: \$59,000.00
Dated: March 29, 1988
Ack: Same Date
Rec: March 29, 1988
Liber 8682 of Mortgages, page 81
Mortgage#: CE033444

Covers [^]ALL THAT TRACT OR PARCEL OF LAND, situate in the
Town of Penfield, _vCounty of Monroe, and State of New York, being a part of
Lot No. 45, Township 13, Range 4, commencing at a point on the east street line
of Shoecraft Road a distance of 1085.36 feet northerly from a point where the
north street line of State Road intersects the east street line of Shoecraft Road;
thence in an easterly direction making an interior angle of 90° with the east street
line of Shoecraft Road, a distance of 200 feet; thence in a southerly direction
making an interior angle of 90° with the last described course, a distance of 100
feet; thence in a westerly direction making an interior angle of 90° with the last
described course a distance of 200 feet to the east line of Shoecraft Road; thence
in a northerly direction along the east street line of Shoecraft Road a distance of
100 feet to the point and place of beginning. _x

Subject to all covenants, easements and restrictions of record, if any, affecting said premises.

Being the same premises conveyed to the Mortgagors herein by Deed dated July 16, 1975 and recorded in the Monroe County Clerk's Office in Liber 4865 of Deeds, page 122.

2.

David G. DeLano
Mary Ann DeLano

Mortgage
To Secure: \$29,800.00
Dated: September 13, 1990
Ack: Same Date
Rec: September 14, 1990
Liber 10363 of Mortgages, page 38
Mortgage#: CH016334

- TO -

Central Trust Company
~~BY~~ *dlb*
FOUR CORNERS ABSTRACT
BY *dlb* Covers same as #1.

FOUR CORNERS ABSTRACT CORPORATION

3.

Columbia Banking Federal
Savings and Loan Association

Assignment of Mortgage
Dated: November 26, 1991
Ack: Same Date
Rec: December 27, 1991
Liber 893 of Assignments of Mortgages,
page 402
Mortgage#: N/A

- TO -

Federal Home Loan Mortgage
Corporation

Assigns mortgage at #1.

4.

David G. DeLano
Mary Ann DeLano

- TO -

Manufacturers and Traders Trust
Company

Mortgage
To Secure: \$46,920.60
Dated: December 13, 1993
Ack: Same Date
Rec: December 27, 1993
Liber 12003 of Mortgages, page 507
Mortgage#: CK039604

Covers same as #1.

FOUR CORNERS ABSTRACT CORPORATION

5.

David G. Delano and
Mary Ann Delano

- TO -

Lyndon Guaranty Bank of New
York

Mortgage

To Secure: \$95,000.00

Dated: April 23, 1999

Ack: Same Date

Rec: April 28, 1999 @ 10:31 a.m.

Liber 14410 of Mortgages, page 132

Mortgage#: CQ002917

Covers same as #1.

FOUR CORNERS ABSTRACT CORPORATION

MORTGAGE CLOSING STATEMENT

Date: April 23, 1999

File No: LYN05-0125

Property: 1262 Shoecraft Road, Town of Penfield

Mortgagors: David G. Delano and Mary Ann Delano

Amount of Mortgage: \$95,000.00

Rate: 8.5%

LOAN CLOSING EXPENSES

To: Lyndon Guaranty Bank of New York

Interest for 4/28/99 - 4/30/99	\$ 67.29
Flood Certification Fee	22.50
Tax Service Fee	75.00
Tax and Insurance Escrow	1,527.24

\$1,692.03

To: Monroe County Clerk

Mortgage Tax	\$ 687.50*
Record Mortgage	55.00
Record Discharge of Mortgages (3)	49.50

\$ 792.00

To: Four Corners Abstract

Title Insurance	\$ 485.00
Redate Abstract	75.00

\$ 560.00

To: Gullace & Weld

Attorney fees	\$ 400.00
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(2)

To: M&T Bank	
Payoff Home Equity #23764242001	\$20,032.14
To: M&T Mortgage Corp.	
Mortgage Payoff #920182-3	<u>\$52,777.14</u>
	TOTAL
	\$76,253.31

We Acknowledge Receipt of the Proceeds of said Loan and direct that they be disbursed as follows:

<u>As above</u>	\$76,253.31
<u>David G. Delano and Mary Ann Delano</u>	<u>18,746.69</u>
TOTAL	<u><u>\$95,000.00</u></u>

David G. Delano

Mary Ann Delano

***Mortgagee Tax \$237.50**

**U.S. Department of Housing and Urban Development
Optional Form for Transactions without Sellers**

Name & Address of Borrower: DAVID G. DELANO MARY ANN DELANO 1262 SHOECRAFT ROAD WEBSTER, NY 14580	Name & Address of Lender: LYNDON GUARANTY BANK OF NEW YORK 3670 MT. READ BOULEVARD ROCHESTER NY 14616
Property Location: (if different from above) 1262 SHOECRAFT ROAD PENFIELD, NY 14580	Settlement Agent: GULLACE & WELD Place of Settlement: 1800 MAR MDLND PLZ ROCHESTER, NY 14604
Loan Number:	Settlement Date: APRIL 23, 1999

L. Settlement Charges	M. Disbursement to Others
800. Items Payable In Connection with Loan	
801. Loan Origination Fee 0.000 %	1501. M&T BANK - PAYOFF MO 52,777.14
802. Loan Discount 0.000 %	1502. M&T BANK - HOME EQUI 20,032.14
803. Appraisal Fee to \$ (POC)	1503.
804. Credit Report to \$ (POC)	1504.
805. Lender's Inspection Fee to:	1505.
806. Mortgage Insurance Application Fee to:	1506.
807. Assumption Fee	1507.
808. Tax Service Contract to: 75.00	1508.
809. Underwriting Fee	1509.
810. Administration Fee	1510.
811. Application Fee 0.00	1511.
812. Commitment Fee	1512.
813. Warehouse Fee/Interest Differential	1513.
814. Yield Spread Premium \$ (POC)	1514.
815. Service Release Premium \$ 0.00 (POC)	1515.
816. Origination Fee Due Broker 0.00	1520. TOTAL DISBURSED (enter on line 1603) 72,809.28
817. FHA Upfront MIP/VA Funding Fee	
818. FLOOD CERTIFICATION FEE 22.50	
819.	
820.	
821.	
822.	
823.	
824.	
825.	
900. Items Required by Lender to be Paid in Advance	
901. Interest from 4/28/99 to 4/30/99 @ \$ 22.43 per day 67.29	
902. Mortgage Ins. Premium for months to	
903. Hazard Ins. Premium for year(s) to	
904. Flood Ins. Premium for year(s) to	
905.	
1000. Reserves Deposited with Lender	
1001. Hazard Insurance 2 months @ \$ 29.92 per month 59.84	
1002. Mortgage Insurance months @ \$ per month	
1003. City Property Taxes months @ \$ per month	
1004. County Property Taxes 7 months @ \$ 77.88 per month 545.16	
1005. Annual Assessments months @ \$ per month	
1006. Flood Insurance months @ \$ 0.00 per month 0.00	
1007. SCHOOL 10 months @ \$ 138.38 per month 1,383.80	
1008. months @ \$ per month	
1009. Aggregate Analysis Adjustment -461.56	
1100. Title Charges	
1101. Settlement or Closing Fee to	
1102. Abstract or Title Search to FOUR CORNERS ABST 75.00	
1103. Title Examination to	
1104. Title Insurance Binder to	
1105. Document Preparation to	
1106. Notary Fees to	
1107. Attorney's Fees to GULLACE & WELD 400.00	
1108. Title Insurance to FOUR CORNERS ABSTRACT 485.00	
1109. Lender's Coverage \$	
1110. Owner's Coverage \$	
1111.	
1112.	
1200. Government Recording and Transfer Charges	
1201. Recording Fees; Deed \$;Mtg \$ 55.00 ;Rel \$ 49.50 104.50	
1202. City/County Tax/Stamps; Deed \$;Mtg \$	
	N. NET SETTLEMENT

818. FLOOD CERTIFICATION FEE	22.50		
819.		1510.	
820.			
821.		1511.	
822.			
823.		1512.	
824.			
825.		1513.	
900. Items Required by Lender to be Paid in Advance			
901. Interest from 4/28/99 to 4/30/99 @ \$ 22.43 per day	67.29	1514.	
902. Mortgage Ins. Premium for months to			
903. Hazard Ins. Premium for year(s) to		1515.	
904. Flood Ins. Premium for year(s) to			
905.		1520. TOTAL DISBURSED (enter on line 1603)	72,809.28
1000. Reserves Deposited with Lender			
1001. Hazard Insurance 2 months @ \$ 29.92 per month	59.84		
1002. Mortgage Insurance months @ \$ per month			
1003. City Property Taxes months @ \$ per month			
1004. County Property Taxes 7 months @ \$ 77.88 per month	545.16		
1005. Annual Assessments months @ \$ per month			
1006. Flood Insurance months @ \$ 0.00 per month	0.00		
1007. SCHOOL 10 months @ \$ 138.38 per month	1,383.80		
1008. months @ \$ per month			
1009. Aggregate Analysis Adjustment	-461.56		
1100. Title Charges			
1101. Settlement or Closing Fee to			
1102. Abstract or Title Search to FOUR CORNERS ABST	75.00		
1103. Title Examination to			
1104. Title Insurance Binder to			
1105. Document Preparation to			
1106. Notary Fees to			
1107. Attorney's Fees to GULLACE & WELD	400.00		
1108. Title Insurance to FOUR CORNERS ABSTRACT	485.00		
1109. Lender's Coverage \$			
1110. Owner's Coverage \$			
1111.			
1112.			
1200. Government Recording and Transfer Charges			
1201. Recording Fees; Deed \$;Mtg \$ 55.00;Rel\$ 49.50	104.50		
1202. City/County Tax/Stamps: Deed \$;Mtg \$		N. NET SETTLEMENT	
1203. State Tax/Stamps: Deed \$;Mtg \$ 687.50	687.50		
1204.		1600. Loan Amount	95,000.00
1300. Additional Settlement Charges		1601. Plus Cash/Check from Borrower	\$ 0.00
1301. Survey to		1602. Minus Total Settlement Charges (line 1400)	\$ 3,444.03
1302. Pest Inspection to		1603. Minus Total Disbursements to Others (line 1520)	72,809.28
1303. Architectural/engineering services to		1604. Equals Disbursements to Borrower (after expiration of any applicable rescission period required by law)	\$ 18,746.69
1304. Building Permit to			
1305.			
1306.	0.00		
1307.			
1308 WEBSTER	0.00		
1400. Total Settlement Charges (enter on line 1602)	3,444.03		

Borrower(s) Signature(s)
 X David P. DeLano

DM

X May Grudic-Lano

Form HUD-1A (2/95)
 ref. RESPA

Dr. Richard Cordero

Ph.D., University of Cambridge, England
M.B.A., University of Michigan Business School
D.E.A., La Sorbonne, Paris

59 Crescent Street
Brooklyn, NY 11208-1515
tel. (718) 827-9521; CorderoRic@yahoo.com

February 22, 2005

Mr. George M. Reiber
Chapter 13 Trustee
South Winton Court
3136 S. Winton Road, Suite 206
Rochester, NY 14623

Re: Documents produced by Att. Werner for DeLanos, dkt. no. 04-20280

Dear Trustee Reiber,

I received a copy of the cover letter of 16 instant that Att. Christopher Werner sent you together with some documents. The latter failed to answer the question that was asked at the adjourned 341 meeting on 1 February and that the DeLanos were supposed to answer through document production, namely:

If the DeLanos obtained a mortgage loan of \$32,000 from Monroe Bank in 1976; and another mortgage loan of \$59,000 from M&T Bank in 1988 as well as another mortgage loan of \$59,000 from ONONDAGA Bank in 1988; and yet another mortgage loan for \$95,000 from Genesee Regional Bank, and as stated by them, they made all their installment payments, how is it that they end up 29 years later having a home equity of only \$21,416 and still owe a mortgage debt of \$77,084, as they declared in Schedule A of their petition?

The table below presents the information discussed at the 341 meeting:

The DeLanos' Mortgages

	Source of data	Account holder	Lender	Account no.	Year loan		Amount borrowed
					taken	refinanced	
1.	DeLanos at 341 meeting on 1 Feb 05	D=David D Mary D=M	Monroe Bank	?	1976	1985	\$32,000
2.	Equifax 7/23/4; pg 6	M	M&T Bank	7389 20	03/1988	last activity April 99	\$59,000
3.	Equifax 7/23/4; pg 6	M	ONONDAGA Bank Overdraft:	1958 8200 02	03/1988	last activity Feb 98	\$59,000
4.	Equifax 7/23/4;pg 6	D	Genesee Regional Bank	7732 3892 0006 0002	April 1999	\$70K+ still outstanding	\$95,000

Where did all the money paid go or is?

Far from answering this question, the documents produced only raise many more questions. To begin with, those documents are incomplete, just as were the documents that Att. Werner produced on behalf of the DeLanos on June 14, 2004. In fact, Att. Werner admits their incompleteness when in his cover letter he states that he has produced only "a copy of the *relevant portion* of Mr. DeLano and Mrs. DeLano's Abstract of Title" (emphasis added). Since he is the one making the production and is presumed to know the best evidence rule of Rule 1002 of

the Federal Rules of Evidence, he should know better than to try to prove anything with writings that not only are not the originals, but are also not complete. Consider the following:

1. The first document in the stapled bundle is untitled and begins with “4. Church of the Holy Spirit of Penfield New York”. Thus, it is referred to here as the Church document. It bears the words “Public Abstract Corporation” printed vertically on its left margin. On a second page there is paragraph 6, after which there are no signatures or any other indication that that page is the last one of the document. One can reasonably expect that if the mortgagee wants to enforce this document against the mortgagors, the former would require the latter to sign it somewhere. What this document shows is that somebody wrote the names of the DeLanos on two sheets of paper. This document can hardly be complete. In addition, note that:
 - a) The relation of the Church of the Holy Spirit to the mortgages referred to in paragraphs 5 and 6 is not stated. This is particularly intriguing because paragraph 4 states that “This deed executes pursuant to a court order signed by Hon. Joseph G. Fritsel, Justice of the Supreme Court on July 15, 1975”. Why was a court involved in this transaction and what kind of transaction does this document bear witness to? Where is that court order and what are its terms?
 - b) In paragraph 4 it is printed “Dated July 16, 1975”, but in the left margins of this and the following page it is handwritten “ona 3/10/88”. To add more confusion, in paragraph 6 it is printed “Dated November 30, 1977”. When was this document first and last used and what was it used for?
 - c) Paragraph 5 states “Mortgage to secure \$26,000.00 Part Purchase Price Dated July 16, 1975”, and the other part?, that is, what is the whole of which this is a part? Was there a down payment and, if so, what was its amount and where did the money come from?
 - d) Moreover, paragraph 6 states “Mortgage to secure \$7,467.18 Dated November 30, 1977”. It is quite obvious that paragraphs 5 and 6 refer to two different transactions that took place more than two years apart. Hence, paragraph 5 refers to “Liber 4000 of Mortgages, page 196”, while paragraph 6 refers to “Liber 4488 of Mortgages, page 152”. In addition, how was a mortgage amount arrived at that includes 18¢?
 - e) While at the 341 meeting on February 1, Mr. DeLano stated that it was Monroe Bank that lent the \$32,000 of the mortgage taken in 1976, paragraphs 5 and 6 of this document refers to Columbia Bank, Saving, and Loan Association, yet another party that had never been mentioned previously. So what was the role of Monroe Bank in all these transactions and since when?
2. The document titled “Public Abstract Corporation” –PAC hereinafter- states at the bottom “over” but the back of that page is empty and its continuation is nowhere else. That document is incomplete too.
 - a) PAC refers to “Liber 3679 of Deeds, at page 489”. This is the reference found in paragraph 4 of the Church document, which concerns a “Warranty Deed” and involves the Church of the Holy Spirit. However, there is no express relationship between these two documents.
 - b) This lack of relationship becomes even more pronounced upon noting that PAC was signed on July 16, 1975, while there is written in the margins of the Church document “ona 3/10/88”.

- c) PAC states at the bottom of its single page “for premises at No. 1 with Nos. 4 and 5 added”. What are the premises at No. 1? Where are presumably paragraph “No. 1” and Nos. 2 and 3?
- d) Moreover, since paragraph 6 of the Church document refers to a mortgage “Dated November 30, 1977” and PAC was signed on July 16, 1975, where are paragraph 6 and who knows what other paragraphs of the Church document as it stood all the way to its end on that date of 1975? What kind of mix and match of incomplete documents is this?!
3. There is another document whose first printed line is “U.S. Department of Housing and Urban Development”. It is referred to here as the HUD document and appropriately enough, for how did HUD the institution become involved in any of these mortgages at all? That cannot be fathomed from this document, whose first sequential section is “L. Settlement Charges” and its last is “N. Net Settlement”. This document most likely forms part of something else which was not produced. As a matter of fact, it is titled “Optional Form for Transactions without Sellers”. “Optional” in what kind of standard “Transactions”? Hence, this document is incomplete. It is nonetheless very interesting.
- a) Indeed, the HUD document introduces yet another party that was not mentioned at the 341 meeting, to wit, Lyndon Guaranty Bank of New York, as lender. So when and how did the present holder of the mortgage contract, Genesee Regional Bank, as stated in Schedule D of the DeLanos’ petition, come into the picture? If Genesee was formerly known as Lyndon, where is the document that attests to that change of name so as to exclude that there was a refinancing by Genesee of a mortgage loan originally made by Lyndon?
- b) Something else comes in through the HUD document, for the box “Name & Address of Borrower:” is filled in thus:

David G. DeLano
 Mary Ann DeLano
 1262 Shoecraft Road
 Webster, NY 14580

However, the box “Property Location: (if different from above)” is filled in differently:

David G. DeLano
 Mary Ann DeLano
 1262 Shoecraft Road
Penfield, NY 14580 (emphasis added)

It is reasonable to ask how the DeLanos live in Webster but the property that is the subject of the mortgage is located in Penfield. This brings to mind the Church document, whose first line is “4. Church of the Holy Spirit of Penfield New York”.

- c) The HUD document also shows a quite strange 3.75” square of white space in the middle of the right column. What was that space left empty for? Was it always empty?
- d) The HUD document concerns a loan for \$95,000. Financial institutions, however, rarely make a mortgage loan for 100% of the value of the property that secures it; rather, they make it for less, and depending on the credit rating of the borrower and other debts, even for considerably less. Given the deplorable credit history of the DeLanos as portrayed by each of the credit bureau reports already produced, at what value was this property located in Penfield appraised for this “Settlement” dated “April 23, 1999”?

- e) In this vein, what was being 'settled' by this HUD document?
- f) Neither the HUD document nor the other documents make any reference to the loan of \$59,000 from ONONDAGA Bank.

The above analysis should suffice to show that the documents produced are incomplete. Why their production was made thus needs to be investigated and determined. Obviously, the DeLanos must produce the missing parts; but this time not just as photocopies of what Att. Werner considers "relevant". Rather, the whole **originals** of the documents bearing on mortgages on, and title to, any and all of their real property must be produced and then we make the copies.

The other two documents in the stapled bundle, one by Colony Abstract Corporation consisting of two pages and the other by Four Corners Abstract Corporation with four pages; and the single loose page document titled "Mortgage Closing Statement" raise many more questions. However, the evidence shows that you are neither willing nor able to find the answer to them.

The fact is that for weeks you pretended to be investigating the DeLanos while, as it turned out undisputedly, you were not and first asked for documents by your letter of April 20, 2004, sent at my instigation. You allowed the DeLanos not to produce any documents for months and then conveniently moved to dismiss on June 15, 2004. You have refused to subpoena any documents and have even claimed that you do not know whether you have power to subpoena. When the DeLanos untimely moved to disallow my claim in a transparent attempt to eliminate me from the case, you gave your tacit approval, for handling this case would be so much easier for you too if I were not around requesting that you investigate it, as you are required to do and I am entitled to request that you do under 11 U.S.C. §§704(4) and (7).

When Judge John C. Ninfo, II, suspended every other court proceeding in the case until the DeLanos' motion to disallow is determined and all its appeals are resolved, you pretended to have been thereby forbidden to conduct the adjourned 341 meeting. It took me a lot of effort, time, and money to appeal to all your superiors to get you to agree to hold it; yet you wanted to limit it to one hour, thus disregarding the series of meetings implied by §341. Nor did you object to Judge Ninfo's court proceedings suspension, although it not only lacks any basis in law, but also redounds to the detriment of each and all the other 20 creditors in this case, whose interests you are supposed to represent. Were you true to your duty to them, you would be advocating for me to remain on the case because through my efforts the other creditors stand the chance of being paid 100% of their claims if assets concealed by the DeLanos are found, while without me the creditors will at best get the meager 22¢ on the dollar that the DeLanos propose to pay under their debt repayment plan, with which you are satisfied, for a saving to them of \$144,660 plus all the interest that will not accrue and that they will not have to pay. On whose side are you?

That question is warranted by your attitude at the 341 meeting. There the DeLanos were supposed to be examined by answering the questions of the creditors. Instead, you allowed Att. Werner to force himself to be heard as much as both of the DeLanos, although neither he nor you could provide any basis in law for such conduct, let alone for his micromanaging the meeting under the threat of walking out of it together with the DeLanos if I did not limit myself to shooting questions at the pace he wanted. Nonetheless, you must know, as certainly as Att. Werner does, that a 341 meeting is neither a deposition nor a court proceeding subject to the Federal Rules applicable to an examination in court, nor is it a "341 Hearing", as he mistakenly but revealingly calls it in his February 16 letter.

In fact, creditors are mostly lay people that know little and are not required to know anything about the Federal Rules to attend and participate in such a meeting. They are there just to ask questions as they would in any other setting, except that they are legally entitled to distrust the debtors and treat them as if they had committed fraud. As for you, who are supposed to work “for the benefit of general unsecured creditors whom the trustee represents”, as stated under §704 and its Legislative Report, you were required to adopt that inquisitorial attitude toward the debtors, as is unequivocally provided under §343 in its Statutory Note thus:

The purpose of the examination is to enable creditors and **the trustee** to determine if assets have improperly been disposed of or concealed or if there are grounds for objection to discharge.
(emphasis added)

Far from adopting that legally required attitude, you once more allowed Att. Werner to refuse to produce any documents to account for the scores of thousands of dollars that the DeLanos have charged since “1990 and prior card purchases”, a phrase that they used 15 times in their Schedule F. Incidentally, the word “purchase” is normally used when one buys goods rather than when one pays for services. Since the DeLanos stated that they have not taken a vacation in two years and anyway do not go on expensive vacations or eat out expensively, it is all the more pertinent to ask what goods they bought and where they are. It sounds like a question that stands to reason. They can answer it by producing their credit card statements for the period that they themselves put in play. But you refused my request that they produce them.

Nor is your curiosity as a trustee that must look for ‘improperly disposed of or concealed assets’ any better. It is not piqued by even the fact that for over 15 years the DeLanos have made such credit card purchases without restraint and accumulated a credit card debt of a whopping \$98,092, but at the end of their two worklives, including Mr. DeLano’s 32 years as a bank officer and, as stated in Schedule I, currently as a *loan* officer at M&T Bank, who as such is an expert in managing borrowed money, they claimed in Schedule B that their household goods are worth just \$2,810! That claim defies common sense and should have intrigued you enough to investigate. It is even ludicrous given that the DeLanos earned more than 100 times that amount in just three years, that is, \$291,470 in the 2001-03 fiscal years, according to their petition and the 1040 IRS forms that they produced. Nonetheless, you would not ask them to produce checking and savings account statements of even those recent years to determine their earnings’ whereabouts. You refused my request although today many banks make account statements for the last few years available online and some even accompany them with the images of the cancelled checks, so that it would have been quite easy for the DeLanos to produce and for you to obtain them, not to mention that they have an obligation to keep the statements that they have received.

What is more, you allowed Att. Werner to say repeatedly at the meeting that if I want any such documents, I have to subpoena them myself. However, it is patently obvious that since the DeLanos are petitioning to be permitted to escape having to pay all their debts to the detriment of the creditors, it is their obligation, not the creditors’, to prove that they deserve that permission because their claims in the petition are true and supportive of bankruptcy relief. In addition, it is not my legal responsibility to conduct any investigation of the debtors. It is yours. And how could you have failed to take issue with Att. Werner’s admission that he destroyed documents that the DeLanos provided him for the preparation of their petition? That is a felony so serious that under 18 U.S.C. §1519 it carries a maximum sentence of 20 years in prison! Is it because he destroyed documents that he cannot produce them now?

Likewise, you accepted uncritically the testimony of the DeLanos at the 341 meeting that at present they have only one credit card, namely, the one issued by First Premier Bank that Mr. DeLano uses every three months to pay for his medication, whereas Mrs. DeLano has none at all. However, for more than 15 years they have had scores of credit cards and have used them in a skip and pay pattern so that they have failed to make their minimum payments a staggering 279 times at least. It is highly unlikely that people like them would all of a sudden give up their habit of using credit cards as means of payment, let alone that Mrs. DeLano now pays cash for all her expenses. The implausibility of those statements is corroborated by the facts: The last credit bureau reports requested on July 23 and 26, 2004, show that as of that very month the DeLanos made payments on more than one credit card.

Credit Cards on Which the DeLanos Made Payments Between Just January and July 2004

	Credit reporting agency	Date of report	Person reported on	Credit card issuer	Credit card account no.	Date of last payment & amount if stated in the report
1.	Equifax	July 23, 04	David D.=D	Capital One	4388 6413 4765*	January 2004
2.				Capital One Bank	4862 3621 5719*	February 2004
3.			D	Genesee Regional Bank		June 2004
4.	Equifax	July 23,04	Mary D.=M	Capital One	4862 3622 6671*	February 2004
5.	Experian	July 26, 04	D	Bank of Ohio	4266 8699 5018	May 2004: \$197
6.			D	Bk I TX	4712 0207 0151...	May 2004: \$205
7.			D	Fleet M/C	5487 8900 2018...	May 2004: \$172
8.			D	HSBC Bank USA	5215 3170 0105...	February 04: \$160
9.			D	MBGA/JC Penney	80246...	July 2004: \$57
10.			D	First Premier Bank	4610 0780 0310...	July 2004: \$48
11.	Experian	July 26, 04	M	Fleet M/C	5487 8900 2018...	May 2004: \$172
12.			M	MBGA/JC Penney	80246...	July 2004: \$57
13.	TransUnion	July 26, 04	M	JC Penney/MBGA	1069 9076 5	July 2004

Given that the stay that became effective upon the DeLanos filing their petition in January 2004, barred the credit card issuers from undertaking collection efforts, there would be no reason for the DeLanos to pay old charges. They must have made those payments to their credit cards to keep them current so that they can continue using them.

Now Att. Werner submits these documents, though **1)** incomplete due to his self-serving determination of their relevancy; **2)** incapable of explaining the flow of mortgages over the years and their sediment of equity in the DeLanos' home; and **3)** at odds with information provided by the DeLanos previously. He too should have known better than to submit them, for according to his own statement at the hearing on July 19, 2004, he 'has been in this business for 28 years'. By the same token, he should know that he is subject to the constraints of FRBkrP Rule 9011(b) and to the NY Code of Professional Responsibility: Canons and Disciplinary Rules, in particular DR 7-102, all the time.

So what could possibly have led Att. Werner to think that these documents would pass muster with you, Trustee Reiber? Did he know that you just humored me at the 341 meeting on February 1, but that in the end you would not make on him any requirement other than what could be met with this pretense of a document production? Is he aware that you have a conflict of interests, for on March 8, 2004, you vouched in open court for the good faith of the DeLanos' petition before you ever requested them any supporting document, and now you would incriminate yourself if you were to conduct a proper investigation that demonstrated that the DeLanos have committed fraud, particularly concealment of assets, and that you could have suspected that if only you had read critically their petition, let alone requested of them proof for their implausible and intriguing claims?

If you can assess the character and determination of a person, you must know that, if you do not, I will find evidence for my assertions. It will indict your competency and due diligence, to begin with. This is the moment for you to cut your losses; otherwise, you will dig yourself into a deeper hole from which you will be unable to come out. Therefore, I respectfully request that you:

1. recuse yourself from this case so that an independent trustee, unrelated to the parties, unfamiliar with the case, unhampered by any conflict of interest, and capable of conducting a zealous, competent, and expeditious investigation of the DeLanos be appointed; if you refuse to do so,
2. hire under 11 U.S.C. §327 a highly reputed title search, appraisal, and accounting firm(s) that are unrelated to the parties and with whom neither you nor your attorney, James Weidman, Esq., have ever worked, to investigate the DeLanos' mortgages and real and personal property in order to **a)** establish a chronologically unbroken title to any such property; **b)** determine the value of their equity and outstanding debts; and **c)** *follow the money!*, from the point of its being earned by each of the DeLanos since "1990 and prior credit card purchases" to date;
3. use your power of subpoena, cf. F.R.Bkr.P. Rules 9016 and 2004(a) and (c), and F.R.Civ.P. Rule 45, to subpoena from the respective institutions the following documents:
 - a) current reports from each of the three credit reporting bureaus, namely, Equifax, Experian, and TransUnion; and
 - b) the monthly statements of the DeLano's checking, savings, and debit card accounts, their current balances, and copies of their cancelled checks;
4. request that the DeLanos:
 - a) produce a list of their checking, savings, and debit card accounts since '1990 and prior years' to date, the period that they put in play in Schedule F,
 - b) state the name of the appraiser that appraised their home in November 2003, and his or her address and phone number;
 - c) attend a 341 meeting in the afternoon of Monday, February 28, or the morning of March 1, where they must produce the originals of all the title and mortgage documents that they have and answer questions about those that Att. Werner produced. Please note that the evidentiary hearing on the motion to disallow is scheduled for March 1, at 1:30 p.m.

I would appreciate it if you would call me as soon as possible to discuss this letter and let me know where you stand on the issues raised here and the requests that I have made.

Sincerely,

Dr. Richard Cordero

GEORGE M. REIBER

CHAPTER 13 TRUSTEE
SOUTH WINTON COURT
3136 SOUTH WINTON ROAD
ROCHESTER, NEW YORK 14623

GEORGE M. REIBER
JAMES W. WEIDMAN

February 24, 2005

585-427-7225
FAX 585-427-7804

Christopher K. Werner, Esq.
2400 Chase Square
Rochester, NY 14604

Dear Mr. Werner,

Re: David & Mary Ann Delano BK #04-20280

Thank you for sending me the Abstract information regarding the debtors' property. I note that the 1988 mortgage to Columbia, which later ended up with the government, is not discharged of record or mentioned in any way, shape or form concerning a payoff. What ever happened to that mortgage? According to the Schedules, the only mortgage in existence is the Lyndon mortgage.

Thank you for your cooperation and consideration.

Very truly yours,

GEORGE M. REIBER

GMR/mb
XC: Dr. Richard Cordero (FAX)

March 10, 2005

George M. Reiber, Esq.
3136 South Winton Road
Rochester, New York 14623

Re: David G. and Mary Ann DeLano, Case No. 04-20280

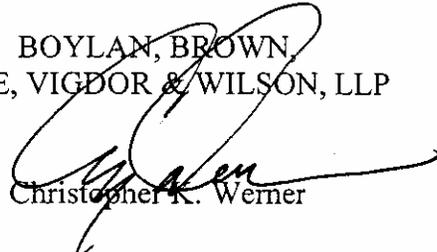
Dear Mr. Reiber:

In response to your letter dated February 24, 2005, we enclose herewith the County Clerk's records of discharge of Columbia Banking mortgages as filed June 13, 1988 and June 14, 1998, together with Discharges of Mortgage by M&T Bank filed April 28, 1999, September 1, 1999 and April 10, 2000, to the extent they may also be relevant.

I have not reviewed the actual documents themselves, but only the electronic records index with the County Clerk. If you think it's necessary, a complete title search will have to be obtained to establish the outstanding liens. Please advise.

Very truly yours,

BOYLAN, BROWN,
CODE, VIGDOR & WILSON, LLP


Christopher K. Werner

CKW/trm
Enclosures

cc: David G. and Mary Ann DeLano
Mr. Richard Cordero

Dr. Richard Cordero

Ph.D., University of Cambridge, England
M.B.A., University of Michigan Business School
D.E.A., La Sorbonne, Paris

59 Crescent Street
Brooklyn, NY 11208-1515
tel. (718) 827-9521; CorderoRic@yahoo.com

March 19, 2005

Christopher K. Werner, Esq.
Boylan, Brown, Code, Vigdor & Wilson, LLP
2400 Chase Square
Rochester, NY 14604

Re: David and Mary Ann DeLano, Bkr. dkt. no. 04-20280

Dear Mr. Werner,

I have received a copy of your letter to Trustee George Reiber of 10 instant. However, I did not receive the enclosures. I trust you remember what Trustee Reiber told you in his letter to you of June 16, 2004:

I notice that you did not copy Dr. Cordero in on your correspondence. I will be forwarding him copies of everything you have sent me. In the future, please make sure Dr. Cordero is copied on everything. I do not intend to be a conduit for information being passed between parties in interest.

It is appropriate to note that:

- 1) you refused for months to provide the Trustee and me any documents concerning the DeLanos, so much so that he moved to dismiss "for unreasonable delay";
- 2) subsequently, you failed to produce all the documents requested by Trustee Reiber, as I showed in Table 1 of my letter to you of September 29, 2004;
- 3) you also failed to produce the documents that I requested from you pursuant to his letter to both of us of March 12, 2004; and
- 4) you refused to provide me with even a single document that I requested to defend against your motion to disallow my claim against Mr. DeLano.

Do you think that an objective observer informed of all the facts may find it reasonable to be concerned that you may still be reluctant and even fail to provide me with a copy of all the documents that you or the DeLanos have or that you send to the Trustee?

In this vein, it is appropriate to ask you whether you think that an impartial trier of facts may deem your failure to copy me in on enclosures to the Trustee despite his express instruction for you to do so as evidence that you might not copy your clients on correspondence that I send you.

Therefore, I respectfully request that you send me a list of all the documents that you have sent to Trustee Reiber in connection with his request at the examination of the DeLanos on February 1, including those referred to in the above-mentioned letter to him of March 10, and that you also send me a copy of all such documents themselves.

Sincerely,

Dr. Richard Cordero

March 24, 2005

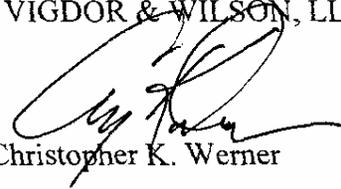
Dr. Richard Cordero
59 Crescent Street
Brooklyn, New York 11208

Re: David G. and Mary Ann DeLano, Case No. 04-20280

Dear Dr. Cordero:

Enclosed please find copies of the enclosures to our letter to Trustee Reiber of March 10, 2005, which were apparently omitted from your copy of the correspondence. These documents are also a matter of public record and are accessible to the public at the website indicated at the bottom of the documents.

BOYLAN, BROWN,
CODE, VIGDOR & WILSON, LLP


Christopher K. Werner

CKW/trm
cc: David G. and Mary Ann DeLano



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COLUMBIA BANKING FEDERAL SAVIN	DSCHARGOR	1	19880614	N	N							
Doc Description	Doc Type	Pages	Book/Page	VER?	CHG?							
DSCHG OF MTG	S04	1	S014190142	Y								

DeHano



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DELANO MARY ANN	DSCHARGE	2

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Parties		Property	Notations	Refers To	More Entries	View Image/Purcha	
Name	Party Desc	Party Type	RECORD DT			Reference #1	Reference #2
COLUMBIA BANKING FEDERAL SAVIN	DSCHARGOR	1	19880613	N	N		
Doc Description	Doc Type	Pages	Book/Page	VER?	CHG?		
DSCHG OF MTG	S04	1	S014180320	Y			



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DELANO MARY ANN	DSCHARGEE	2

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Name	Party Desc	Party Type	RECORD DT			Reference #1	Refe #
MANUFACTURERS AND TRADERS TRUS T COMPANY	DSCHARGOR	1	19990428	N	N	M#CH 016334	
Doc Description	Doc Type	Pages	Book/Page	VER?	CHG?		
DSCHG OF MTG	S04	2	S023420479	Y	N		



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DELANO MARY ANN	DSCHARGE	2
MANUFACTURERS AND TRADERS TRUS T COMPANY	DSCHARGOR	1

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Property Information Results

Prop Type	Description
1	00WYC 19990428



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Party Inquiry Detail Results

Select one of the options below to Process Information

Parties		Property	Notations	Refers To	More Entries	View Image/Purcha		
Name	Party Desc	Party Type	RECORD DT			Reference #1	Refe #	
MANUFACTURERS AND TRADERS TRUS T COMPANY	DSCHARGOR	1	20000410	N	N	M#CK 039604		
Doc Description	Doc Type	Pages	Book/Page	VER?	CHG?			
DSCHG OF MTG	S04	2	S024240500	Y	N			



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Party Inquiry Detail Results

Name	Party Desc	Party Type
DELANO DAVID G	DSCHARGE	2
DELANO MARY ANN	DSCHARGE	2
MANUFACTURERS AND TRADERS TRUS T COMPANY	DSCHARGOR	1

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Property Information Results

Prop Type	Description
1	00LAC 20000410



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Party Inquiry Detail Results

Select one of the options below to Process Information

Parties		Property	Notations	Refers To	More Entries	View Image/Purcha		
Name	Party Desc	Party Type	RECORD DT			Reference #1	Refe #	
MANUFACTURERS AND TRADERS TRUS T COMPANY	DSCHARGOR	1	19990901	N	N	M#CE 033444		
Doc Description	Doc Type	Pages	Book/Page	VER?	CHG?			
DSCHG OF MTG	S04	2	S023780187	Y	N			



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Property Information Results

Prop Type	Description
1	00WYC 19990901

Dr. Richard Cordero

Ph.D., University of Cambridge, England
M.B.A., University of Michigan Business School
D.E.A., La Sorbonne, Paris

59 Crescent Street
Brooklyn, NY 11208-1515
tel. (718) 827-9521; CorderoRic@yahoo.com

March 29, 2005

Trustee George M. Reiber [copied to Trustees Martini & Schmitt]

South Winton Court

3136 S. Winton Road, Suite 206

Rochester, NY 14623

faxed to 585-427-7804

Re: David and Mary Ann DeLano, Bkr. dkt. no. 04-20280

Dear Trustee Reiber,

I received a copy of the letter that Christopher Werner, Esq., sent you on 10 instant. However, he failed to send me the enclosures. So I wrote to him on March 19 and let him know that by not sending them to me, he had disregarded what you had told him in your letter to him of June 16, 2004:

I notice that you did not copy Dr. Cordero in on your correspondence. I will be forwarding him copies of everything you have sent me. In the future, please make sure Dr. Cordero is copied on everything. I do not intend to be a conduit for information being passed between parties in interest.

Now I have received a letter from him, dated March 24, containing 14 printouts of screenshots of index pages on the website of the Monroe County Clerk's Office, of which I am sending you a copy. I can only assume that they represent a copy of everything in the enclosures that he sent you. But even Att. Werner can realize that they have neither beginning nor ending dates of a transaction, nor transaction amounts, nor property location, nor current status, nor reference to the involvement in the mortgage of the U.S. Department of Housing and Urban Development (HUD), etc. They are useless to prove anything!

Mr. Werner may have realized it, which would explain why he wrote in his letter to you:

I have not reviewed the actual documents themselves, but only the electronic records index with the County Clerk.

That statement does not secure for Att. Werner plausible deniability. What he did send show that those documents are objectively incapable of providing the information that you requested from him. Indeed, in your letter of last February 24 you wrote to him thus:

Thank you for sending me the Abstract information regarding the debtors' property. I note that the 1988 mortgage to Columbia, which later ended up with the government, is not discharged of record or mentioned in any way, shape or form concerning a payoff. What ever happened to that mortgage? According to the Schedules, the only mortgage in existence is the Lyndon mortgage. Thank you for your cooperation and consideration.

In light of your concerns thus expressed, how could Att. Werner think that by not checking the documents and instead sending useless screenshots he was making a reasonably calculated effort to provide the necessary information to put your concerns to rest? Did he expect you to do his homework for him by going to the County Clerk's website to look for "the actual documents themselves" and determine whether they contained the information concerning the mortgage to Columbia and HUD's involvement?

Hence, it is most intriguing that you did not protest to Att. Werner for having sent you those useless screenshots. Did you even look at the documents that he sent you? Did you ever intend to look at them when you expressed your concerns about the DeLanos' mortgages? The foundation for these questions is that 1) only after I faxed to you my letter of February 22 where I pointed out the insufficiency of the documents that Att. Werner had produced with his letter of February 16 did you write to him to express those concerns on February 24; 2) only after I stated my objections of March 4, 2004, to the confirmation of the DeLanos' debt repayment plan and had to keep insisting on the basis of 11 U.S.C. §704(4) and (7) that you obtain supporting documents from them did you ask Att. Werner for any documents whatsoever in your letter of April 20, months after they had filed their petition of January 26, 2004; 3) only after I had to appeal all the way to the Trustees' Office in Washington, D.C; to exercise my right to examine the DeLanos did you give up your refusal to hold such examination; etc. There is a pattern here: Only if I keep pushing you to obtain information do you ask for it. Would it appear to a reasonable person informed of all the circumstances that you rubberstamped the DeLanos' petition and now are asking for documents just to humor me but with no intention to find out what their financial situation is? Are you wasting my effort, time, and money by dragging me through a charade?

These circumstances beg the question whether Att. Werner sent you but not me those documents on March 10 because he expected you not to look at them, let alone notice their uselessness, while he knew that I would. This is supported by the fact that it was I who raised the question about mortgages at the examination of the DeLanos on February 1, 2005, in your office. Then you asked for documents from them and Att. Werner. Mr. DeLano stated that he had those documents at home. You gave them two weeks to produce them. So why do they take two months not to produce them? Why did they send you useless screenshots when they could have sent you copies of the documents that Mr. DeLano admitted he had at home? The answer is that this is part of their pattern of refusal to produce documents and so much so that months after you requested, at my instigation, documents from them and received none, you moved for dismissal on June 15, 2004, for "unreasonable delay".

By now it should be obvious to you too that the delay is not just unreasonable, it is intentional. If the DeLanos were in real financial difficulty so as to justify their filing for bankruptcy and they could establish the good faith of their petition by producing documents that they even admit having at home, it would be irrational for them to be throwing away thousands of dollars in legal fees to have Att. Werner for more than a year withhold those documents and others that you have requested, not to mention all those that I have requested. Their conduct, however, is rational if those documents are so incriminating that out of self-preservation they feel they must conceal them. In so doing, they are only managing to violate time and again the provision at 18 U.S.C §152(8) on 'the concealment or destruction of documents in contemplation of or after filing a bankruptcy petition and relating to the financial affairs of the debtor'.

Just as the DeLanos have chosen to keep compounding their initial fraud in what they chose to state in their petition rather than cut their losses by admitting what they did and bargain for a plea, you, Trustee Reiber, must choose your stance toward the indisputable fact of their concealment of documents. Therefore, I ask once more the same question that I asked at the examination last February:

If the DeLanos obtained a mortgage loan of \$32,000 from Monroe Bank in 1976; and another mortgage loan of \$59,000 from M&T Bank in 1988 as well as another mortgage loan of \$59,000 from ONONDAGA Bank in 1988; and yet another mortgage

loan for \$95,000 from Genesee Regional Bank, and as stated by them, they made all their installment payments, how is it that they end up 29 years later having a home equity of only \$21,416 and still owe a mortgage debt of \$77,084, as they declared in Schedule A of their petition?

The answer is in the documents that they are so intent on not producing. However, the answering documents are not just those relating to mortgages, but also those that show the whereabouts of the money that the DeLanos have earned for so many years, including the \$291,470 in the 2001-03 fiscal years alone, and that today should be reflected in their all but 100% equity in their home at 1262 Shoecraft Road in Webster. If in the 29 years since their 1976 mortgage they have barely managed to acquire ownership of one fifth of their home appraised at \$98,500 in November 2003, what else have they instead managed to acquire?

Therefore, I respectfully request that you:

1. hire under 11 U.S.C. §327 a highly reputed title search, appraisal, and accounting firm(s) that is unrelated to the parties and with whom neither you nor your attorney, James Weidman, Esq., have ever worked, to investigate the DeLanos' mortgages and real and personal property in order to **a)** establish a chronologically unbroken title to **any** such property; **b)** determine the value of their equity and outstanding debts; and **c)** *follow the money!*, from the point of its being earned by each of the DeLanos since "1990 and prior credit card purchases" -the period that they put in play 15 times in Schedule F- to date;
2. request that the DeLanos:
 - a) produce a list of their checking, savings, and debit card accounts since '1990 and prior years' to date; and
 - b) state the name of the appraiser that appraised their home in November 2003, and his or her address and phone number;
3. use your power of subpoena, cf. F.R.Bkr.P. Rules 9016 and 2004(a) and (c), and F.R.Civ.P. Rule 45, to subpoena from the respective institutions the following documents:
 - a) the monthly statements of the DeLano's checking, savings, and debit card accounts, their current balances, and copies of their cancelled checks; and
 - b) current reports from each of the three credit reporting bureaus, namely, Equifax, Experian, and TransUnion;
4. if you are not willing or able not just to ask for, but also obtain the necessary documents, including those already requested but still not produced, recuse yourself from this case so that an independent trustee, unrelated to the parties, unfamiliar with the case, unhampered by any conflict of interest, and capable of conducting a zealous, competent, and expeditious investigation of the DeLanos be appointed; and
5. send me copies of documents that Att. Werner may send you, without prejudice to his obligation to send them directly to me.

I look forward to receiving a written response from you at your earliest convenience.

Sincerely,

Dr. Richard Cordero

Dr. Richard Cordero

Ph.D., University of Cambridge, England
M.B.A., University of Michigan Business School
D.E.A., La Sorbonne, Paris

59 Crescent Street
Brooklyn, NY 11208-1515
tel. (718) 827-9521; CorderoRic@yahoo.com

April 19, 2005

Ms. Deirdre A. Martini
U.S. Trustee for Region 2
Office of the United States Trustee
55 Whitehall Street, 21st Floor
New York, NY 10004

faxed to (212) 668-2255

Re: David and Mary Ann DeLano, Bkr. dkt. no. 04-20280

Dear Trustee Martini,

Please find herewith a copy of my Designation of Items and a Statement of Issues relating to my appeal to the District Court from Judge Ninfo's decision of 4 instant in the DeLano case. Through the appellate process I will argue the suspicious circumstance that neither Judge Ninfo, Trustee Reiber, nor Trustee Schmitt wants to investigate Mr. David DeLano, a 32 year veteran of the banking industry and currently a loan officer who files for bankruptcy after earning together with his wife in just the 2001-03 fiscal years \$291,470, whose whereabouts nobody wants to find out. Must Mr. DeLano be protected lest he talk about compromising bankruptcy goings-on?

Now there is the issue of the DeLanos' mortgages, about which Trustee Reiber appears not to want to learn too much. Indeed, at the examination of the DeLanos, which took place only after overcoming the Trustee's opposition, I raised the following question:

If the DeLanos obtained a mortgage loan of \$32,000 from Monroe Bank in 1976; and another mortgage loan of \$59,000 from M&T Bank in 1988 as well as another mortgage loan of \$59,000 from ONONDAGA Bank in 1988; and yet another mortgage loan for \$95,000 from Genesee Regional Bank, and as stated by them, they made all their installment payments, how is it that they end up 29 years later having a home equity of only \$21,416 and still owe a mortgage debt of \$77,084, as they declared in Schedule A of their petition?

Only at my instigation did Trustee Reiber ask for clarification after the DeLanos' attorney provided incomplete mortgage information. His response was even more unsatisfactory: printouts of 14 screenshots of index pages on the website of the Monroe County Clerk's Office that have neither beginning nor ending dates of a transaction, nor transaction amounts, nor property location, nor current status, nor an explanation for HUD's involvement in the mortgage, etc.

Despite my request, the Trustee has not commented on such useless documents, which I faxed to you on March 29. I am still entitled to an answer from him for the same reasons that he held the examination of the DeLanos last February although I was the only one to ask for and attend it: because I am a party in interest. Whatever Judge Ninfo determined as to my status as a creditor, which I am contesting on appeal, and as to my future participation in court proceedings, it does not affect how he, or for that matter you, as an officer of the Executive, not the Judicial, Branch, should treat me. Moreover, if a member of the public submitted to you evidence of bankruptcy fraud in a case in which he was not even a party in interest, you would still have to investigate it or have it investigated under 18 U.S.C. §3057(a). Not to do so would aid and abet fraud.

Thus, I respectfully request that you replace Trustee Reiber by a trustee capable of investigating this matter or report it under §3057 to the DoJ in Washington, not Rochester or Buffalo. Please let me know what you intend to do.

Sincerely,

Dr. Richard Cordero

Add:682

Dr. Cordero's letter of April 19, 2005, to Region 2 Trustee Martini

Dr. Richard Cordero

Ph.D., University of Cambridge, England
M.B.A., University of Michigan Business School
D.E.A., La Sorbonne, Paris

59 Crescent Street
Brooklyn, NY 11208-1515
tel. (718) 827-9521; CorderoRic@yahoo.com

April 21, 2005

Trustee George M. Reiber
South Winton Court
3136 S. Winton Road, Suite 206
Rochester, NY 14623

faxed to 585-427-7804

Re: David and Mary Ann DeLano, Bkr. dkt. no. 04-20280

Dear Trustee Reiber,

Please find herewith a copy of my Designation of Items and a Statement of Issues relating to my appeal to the District Court from Judge Ninfo's decision of 4 instant in the DeLano case.

By contrast, I have not received your response to my letter of March 29, where I requested that you comment on the submission to you at your request by Att. Werner of information about the DeLanos' mortgages. What he submitted with his letter of March 24 consisted of printouts of 14 screenshots of index pages on the website of the Monroe County Clerk's Office. If you are satisfied with his submission, I would like to know why, for those index pages, as I pointed out, have neither beginning nor ending dates of a transaction, nor transaction amounts, nor property location, nor current status, nor an explanation for HUD's involvement in the mortgage, etc. If, on the contrary, you are not satisfied, I would also like to know why and what you intend to do about securing the information that you requested when in your February 24 letter you asked him thus:

Thank you for sending me the Abstract information regarding the debtors' property. I note that the 1988 mortgage to Columbia, which later ended up with the government, is not discharged of record or mentioned in any way, shape or form concerning a payoff. What ever happened to that mortgage? According to the Schedules, the only mortgage in existence is the Lyndon mortgage. Thank you for your cooperation and consideration.

I am still entitled to an answer from you for the same reasons that you held the examination of the DeLanos last February although I was the only one to ask for and attend it: because I am a party in interest. Whatever Judge Ninfo determined as to my status as a creditor, which I am contesting on appeal, and as to my future participation in court proceedings, it does not affect how you, as an officer working on behalf of the Executive, not the Judicial, Branch, should treat me. Moreover, if a member of the public submitted to you evidence of bankruptcy fraud in a case in which he was not even a party in interest, you would still have to investigate it or have it investigated under 18 U.S.C. §3057. Not to do so would aid and abet fraud. In the DeLanos' case, there is evidence of their fraud, beginning with the \$291,470 that they earned in just the 2001-03 fiscal years and whose whereabouts nobody knows, particularly since you have refused to ask them for documents, such as bank account statements, that could show where that money is.

In addition, you have the question of their mortgages, which remains unanswered and as relevant to the issue of their concealment of assets, on which Judge Ninfo's decision has no bearing whatsoever, as it was when I asked it at the examination last February 1, to wit:

If the DeLanos obtained a mortgage loan of \$32,000 from Monroe Bank in 1976; and another mortgage loan of \$59,000 from M&T Bank in 1988 as well as another mortgage loan of \$59,000 from ONONDAGA Bank in 1988; and yet another mortgage

loan for \$95,000 from Genesee Regional Bank, and as stated by them, they made all their installment payments, how is it that they end up 29 years later having a home equity of only \$21,416 and still owe a mortgage debt of \$77,084, as they declared in Schedule A of their petition?

The facts contained in that question, which the DeLanos admitted at their February 1 examination or provided in their bankruptcy petition, and the fact that they have obstructed finding its answer by refusing to produce documents, so much so that you moved to dismiss their case, constitute credible evidence for the belief that they have committed bankruptcy fraud. That belief is strengthened by the fact that in the 29 years since their 1976 mortgage they have barely managed to acquire ownership of one fifth of their home appraised at \$98,500 in November 2003. So where have they put the hundreds of thousands of dollars that they have earned since?, a most pertinent question because at their examination they stated that they have lived a modest life, have not taken expensive vacations, eaten at fancy restaurants, or made luxury purchases.

Therefore, I respectfully request that you:

1. hire under 11 U.S.C. §327 a highly reputed title search, appraisal, and accounting firm(s) that is unrelated to the parties and with which neither you nor your attorney, James Weidman, Esq., have ever worked, to investigate the DeLanos' mortgages and real and personal property in order to **a)** establish a chronologically unbroken title to **any** such property; **b)** determine the value of their equity and outstanding debts; and **c)** *follow the money!*, from the point of its being earned by each of the DeLanos since "1990 and prior credit card purchases" -the period that they put in play 15 times in Schedule F-to date;
2. request that the DeLanos:
 - a) produce a list of their checking, savings, and debit card accounts since '1990 and prior years' to date; and
 - b) state the name of the appraiser that appraised their home in November 2003, and his or her address and phone number;
3. use your power of subpoena, cf. F.R.Bkr.P. Rules 9016 and 2004(a) and (c), and F.R.Civ.P. Rule 45, to subpoena from the respective institutions the following documents:
 - a) the monthly statements of the DeLano's checking, savings, and debit card accounts, their current balances, and copies of their cancelled checks; and
 - b) current reports from each of the three credit reporting bureaus, namely, Equifax, Experian, and TransUnion;
4. if you are not willing or able not just to ask for, but also obtain the necessary documents, including those already requested but still not produced, recuse yourself from this case so that an independent trustee, unrelated to the parties, unfamiliar with the case, unhampered by any conflict of interest, and capable of conducting a zealous, competent, and expeditious investigation of the DeLanos be appointed; and
5. send me copies of documents that Att. Werner may send you, without prejudice to his obligation to send them directly to me.

I look forward to receiving a written response from you at your earliest convenience.

Sincerely,

Dr. Richard Cordero

Dr. Richard Cordero

Ph.D., University of Cambridge, England
M.B.A., University of Michigan Business School
D.E.A., La Sorbonne, Paris

59 Crescent Street
Brooklyn, NY 11208-1515
tel. (718) 827-9521; CorderoRic@yahoo.com

April 21, 2005

Kathleen Dunivin Schmitt, Esq.
Assistant U.S. Trustee
Federal Office Building
100 State Street, Room 6090
Rochester, NY 14614

faxed to (585) 2635862

Re: §341 examination of the DeLanos, dkt. no. 04-20280

Dear Trustee Schmitt,

I have not received your answer to my request in my letters to you of March 1, 10, and 21 that you state your position on my letter to Trustee Reiber of February 22. It is quite suspicious that neither you, Trustee Reiber, nor Judge Ninfo want to investigate Mr. David DeLano, a 32 year veteran of the banking industry and currently a bank loan officer who files for bankruptcy after earning together with his wife in just the 2001-03 fiscal years \$291,470, whose whereabouts nobody wants to find out. Must Mr. DeLano be protected lest he talk about compromising bankruptcy goings-on?

Now there is the issue of the DeLanos' mortgages, about which Trustee Reiber appears not to want to learn too much. Indeed, at the examination of the DeLanos, which took place only after overcoming Trustee Reiber's opposition, I raised the following question:

If the DeLanos obtained a mortgage loan of \$32,000 from Monroe Bank in 1976; and another mortgage loan of \$59,000 from M&T Bank in 1988 as well as another mortgage loan of \$59,000 from ONONDAGA Bank in 1988; and yet another mortgage loan for \$95,000 from Genesee Regional Bank, and as stated by them, they made all their installment payments, how is it that they end up 29 years later having a home equity of only \$21,416 and still owe a mortgage debt of \$77,084, as they declared in Schedule A of their petition?

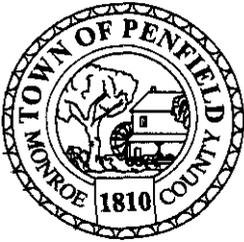
Only at my instigation did Trustee Reiber ask for clarification after the DeLanos' attorney provided incomplete mortgage information. His response was even more unsatisfactory: printouts of 14 screenshots of index pages on the website of the Monroe County Clerk's Office that have neither beginning nor ending dates of a transaction, nor transaction amounts, nor property location, nor current status, nor an explanation for HUD's involvement in the mortgage, etc.

Despite my request, the Trustee has not commented on such useless documents, which I faxed to you on March 29. I am still entitled to an answer from him for the same reasons that he held the examination of the DeLanos last February although I was the only one to ask for and attend it: because I am a party in interest. Whatever Judge Ninfo determined as to my status as a creditor, which I am contesting on appeal, and as to my future participation in court proceedings, it does not affect how he, or for that matter you, as an officer of the Executive, not the Judicial, Branch, should treat me. Moreover, if a member of the public submitted to you evidence of bankruptcy fraud in a case in which he was not even a party in interest, you would still have to investigate it or have it investigated under 18 U.S.C. §3057(a). Not to do so would aid and abet fraud.

Hence, I respectfully request that you replace Trustee Reiber by a trustee capable of investigating this matter or report it under §3057 to the DoJ in Washington. Please do reply to this letter.

Sincerely,

Dr. Richard Cordero



TOWN OF PENFIELD

Assessor's Office

1587 Jackson Road, Penfield, NY 14526

August 16, 2007

Dr. Richard Cordero, Esq.
59 Crescent Street
Brooklyn, NY 11208-1515

Dear Dr. Cordero:

Pursuant to our telephone conversation, I am sending you the information we have on file for 1262 Shoecraft Road, i.e.:

- the assessed value of the property is \$116,000 as of the 2005 town-wide revaluation
- the property sold April 23, 2007, for \$135,000

In reference to your questions (Nos. 1 through 12) regarding mortgages, we do not carry mortgage filing here. For that you will need to contact the County Clerk's Office:

Cheryl Dinolfo, County Clerk
101 County Office Building
39 West Main Street
Rochester, NY 14614

tel: (585) 753-1600
fax: (585) 753-1624

If you have any questions, please feel free to contact this office at (585) 340-8610.

Respectfully,

Ann Buck, IAO
Sole Assessor

AB:ja

cc: Cassie Williams, Town Clerk

APN:264200-094-020-0001-012-000

REAL PROPERTY TAX ASSESSOR RECORD

Tax Roll Certification Date:07-01-2006
Owner Information Current Through:04-12-2007
County Last Updated:05-04-2007
Current Date:05/31/2007
Source:TAX AS-
SESSOR

MONROE, NEW YORK

OWNER INFORMATION

Owner(s): **DELANO DAVID G**
DELANO MARYANN
Property Address:**1262 SHOECRAFT RD**
WEBSTER, NY 14580-8954
Mailing Address:**1262 E SHOECRAFT S RD**
WEBSTER, NY 14580
Phone:585-671-8833

PROPERTY INFORMATION

County:MONROE
Assessor's Parcel Number:264200-094-020-0001-012-000
Property Type:SINGLE FAMILY RESIDENCE - TOWNHOUSE
Land Use:SINGLE FAMILY RESIDENCE
Zoning:2
Homestead Exempt:HOMEOWNER EXEMPTION
Lot Size (acres or square feet):20037
Lot Acreage:0.4600
Width Footage:100
Depth Footage:200
Municipality:PENFIELD
Legal Description:0045-13-04 ROMAN CR 1 L9
01360000000018162
Block Number:1
Lot Number:12

TAX ASSESSMENT INFORMATION

Tax Year:0000
Land Value:\$36,700.00
Improvement Value:\$79,300.00
Total Value:\$116,000.00
Valuation Method:ASSESSED
Tax Code Area:264200

BUILDING/IMPROVEMENT CHARACTERISTICS

Number of Buildings:1
Year Built:1956
Living Square Feet:1249
Number of Bedrooms:3
Number of Bathrooms:1.00
Full Baths:1
Fireplace:YES
Garage Type:ATTACHED
Number of Stories:100
Style/Shape:RAN
Exterior Wall Type:ALUMINUM/VINYL
Electricity:TYPE UNKNOWN
Heat:HA0
Fuel:OIL
Water:COMMERCIAL
Sewer:PRIVATE

ADDITIONAL PROPERTIES POSSIBLY CONNECTED TO OWNER have been located. The owner's mailing address is associated with other properties as indicated by tax assessor records. Additional charges may apply.

Call Westlaw CourtExpress at 1-877-DOC-RETR (1-877-362-7387)
to order copies of documents related to this or other matters.
Additional charges apply.

END OF DOCUMENT

(as of 8/19/7)

**The DeLanos' String of Eight Known Mortgages
and the Valuation of their Only Real Property
and its Real Market Value**

David Gene DeLano, born on September 1, 1941, and his wife, Mary Ann DeLano, born on September 21, 1944, bought on July 16, 1975, the property on 1262 Shoecraft Road, Town of Penfield, by taking out a mortgage for \$26,000. That was the first of eight known mortgages that the DeLanos took on that same property and through which they obtained a known total of \$382,187.

Preparing for retirement, they filed a bankruptcy petition on January 27, 2004, when Mr. DeLano was a 39-year veteran of the banking and financing industries, working precisely as an officer in the bankruptcy department of M&T Bank, and Ms. DeLano was a Xerox technician. They listed that property in [Schedule A](#) as their only real property, had it appraised two months earlier at \$98,500, and declared that their mortgage was still \$77,084 and their equity only \$21,416...after making monthly mortgage payments for 30 years!

Question 1: Where did \$382,187, the proceeds of those eight mortgages, and their mortgage payments go, particularly since the DeLanos listed in [Scheduled B](#) that they had in cash and on account only \$535, although they reported in their [Statement of Financial Affairs](#) and their [1040 IRS forms](#) for the three years preceding their filing that they had earned \$291,470? Were assets concealed and, if so, which and where?

Moreover, a public record obtained through [WestLaw](#) puts the value of the same property at 1262 Shoecraft Road, Webster, NY 14580-8954, assessed by the County of Monroe and updated as of May 4, 2007, at \$116,000.

Question 2: How could that property increase in value in 3.5 years by \$17,500, i.e., 18%, in a market going down for years? Was the valuation declared in Schedule A fraudulent?

The DeLanos have submitted some [mortgage documents](#), though incomplete. They can be found below together with their [bankruptcy petition](#), their [1040 IRS forms](#), the [WestLaw](#) public record, and an [Equifax credit report](#) concerning what are deemed to be two of the eight mortgages. The most salient data on these documents is presented on the [table](#) of their income, receipts, and borrowings below.

Nevertheless, those documents contain with respect to both that property and the mortgages some technical references that may be useful in searching the property records to find the answer to the above questions. A summary of those references is as follows: (D:# is the page number of the documents in this file.)

1. (D:345) property on Shoecraft Road, Liber 3679 of Deeds, page 489;
2. (D:342) sold by the Church of the Holy Spirit of Penfield, NY, to David Gene and Mary Ann DeLano by warranty deed on July 16, 1975, Liber 4865 of Deeds, page 122;
3. (D:342) mortgaged on July 16, 1975, Liber 4000 of Mortgages, page 196;
4. (D:343, 345) mortgaged on November 30, 1977, Liber 4488 of Mortgages, pages 152;
5. (D:346-347) mortgaged on March 29, 1988, Liber 8682 of Mortgages, page 81, Mortgage # CE033444;
6. (D:176/9) the DeLanos borrowed \$59,000 in March 1988 from Manufacturers & Traders Trust Bank;
7. (D:176/10) the DeLanos obtained \$59,000 in March 1988 from ONODAGA Bank/Overdraft;
8. (D:348) mortgaged on September 13, 1990, Liber 10363 of Mortgages, page 38, Mortgage # CH016334;
9. (D:348) mortgage assigned on November 26, 1991, Liber 893 of Assignment of Mortgages, page 402;
10. (D:349) mortgaged on December 13, 1993, Liber 12003 of Mortgages, page 507, Mortgage # CK039604;
11. (D:350-352) mortgaged on April 23, 1999, Liber 14410 of Mortgages, page 132, Mortgage # CQ002917
12. (D:353-354) involvement of the U.S. Department of Housing and Urban Development in a settlement dated April 23, 1999

**The DeLanos' income of \$291,470,
+ mortgage receipts of \$382,187 = \$673,657
and credit card borrowing of \$98,092**

unaccounted for due to the judges' and the trustees' refusal to require the DeLanos to produce documents supporting their declaration in Schedule B (D:31) of their bankruptcy petition that at the time of its filing on January 27, 2004, they had in hand and on account only \$535!¹

Exhibit page #	Mortgages referred to in the incomplete documents produced by the DeLanos to Chapter 13 Trustee George Reiber ^a (cf.Add:966§B)	Mortgages or loans	
		year	amount
D ^b :342	1) from Columbia Banking, S&L Association	16jul75	\$26,000
D:343	2) another from Columbia Banking, S&L Asso.	30nov77	7,467
D:346	3) still another from Columbia Banking, S&L Asso.	29mar88	59,000
D:176/9	4) owed to Manufacturers & Traders Trust=M&T Bank	March 88	59,000
D:176/10	5) took an overdraft from ONONDAGA Bank	March 88	59,000
D:348	6) another mortgage from Central Trust Company	13sep90	29,800
D:349	7) even another one from M&T Bank	13dec93	46,920
D:350-54	8) yet another from Lyndon Guaranty Bank of NY	23dec99	95,000
	9) any other not yet disclosed?	Subtotal	\$382,187
The DeLanos' earnings in just the three years preceding their voluntary bankruptcy petition of January 27, 2004 (D:23)			
2001	1040 IRS form (D:186)	\$91,229	\$91,229
2002	1040 IRS form (D:187) Statement of Financial Affairs (D:47)	\$91,859	91,655
2003	1040 IRS form (D:188) Statement of Financial Affairs (D:47)	+97,648	+108,586
to this must be added the receipts contained in the \$98,092 owed on 18 credit cards, as declared in Schedule F (D:38) ^c		\$280,736 ^d	\$291,470 ^d
		TOTAL	\$673,657

^a The DeLanos claimed in their bankruptcy petition that their only real property is their home, valued on November 23, 2003, at \$98,500, as to which their mortgage is still \$77,084 and their equity is only \$21,416 (D:30/Sch.A)...after making mortgage payments for 30 years! and having received during that same period at least \$382,187 through the known elements of a string of mortgages! *Mind-boggling!*

^b D=Designated items in the record of *Cordero v. DeLano*, 05-6190L, WDNY, of April 18, 2005.

^c The DeLanos declared that their credit card debt on 18 cards totals \$98,092 (D:38/Sch.F), while they set the value of their household goods at only \$2,810! (D:31/Sch.B) *Implausible!* Couples in the Third World end up with household possessions of greater value after having accumulated them in their homes over their worklives of more than 30 years.

^d Why do these numbers not match?