

RETURN DATE: DECEMBER 10, 2019

: SUPERIOR COURT

MIDFIRST BANK

: JUDICIAL DISTRICT OF
: FAIRFIELD

V.

: AT BRIDGEPORT

PHILIP BURNELL, ET AL.

: NOVEMBER 15, 2019

COMPLAINT

1. The Plaintiff, MidFirst Bank has an office and place of business with an address of 999 N.W. Grand Boulevard, Suite 100, Oklahoma City, OK 73118.

2. At all times complained of herein, the Defendant(s), Philip Burnell, owned real property situated in the Town of Stratford, County of Fairfield and State of Connecticut known as 3699 Broadbridge Ave Unit 107, Stratford, Connecticut, (hereinafter the "Property") being more particularly described in Schedule A attached hereto and made a part hereof.

3. On or about June 26, 2009, the Defendant(s), Philip Burnell, executed and delivered to William Raveis Mortgage, LLC, a Note (the "Note") for a loan in the original principal amount of \$128,627.00.

4. On said date to secure said Note the Defendant(s), Philip Burnell, did execute and deliver to Mortgage Electronic Registration Systems, Inc. as nominee for William Raveis Mortgage, LLC, a Mortgage on the Property. Said Mortgage was dated June 26, 2009 and recorded June 29, 2009 in Volume 3296 at Page 296 of the Stratford Land Records. Said Mortgage was thereafter assigned to JPMorgan Chase Bank, National Association by virtue of an Assignment of Mortgage dated August 6,

2019 and recorded August 16, 2019 in Volume 4298 at Page 138 of the Stratford Land Records. Said Mortgage was thereafter assigned to MidFirst Bank by virtue of an Assignment of Mortgage dated September 18, 2019 and recorded October 4, 2019 in Volume 4313 at Page 260 of the Stratford Land Records. The Plaintiff, MidFirst Bank, is the holder of said Note.

5. Said Note is in default due to non-payment of monthly installments of principal and interest and the Plaintiff, MidFirst Bank as the holder of said Note has elected to accelerate the balance due on said Note, to declare said Note to be due in full and to foreclose the Mortgage securing said Note.

6. The Defendant(s) have failed and neglected to cure the default. The Plaintiff has elected to accelerate the balance due on said Note, to declare said Note to be due in full and to foreclose the Mortgage securing said Note. As of November 8, 2019 the amount due and owing is \$101,769.44, plus accruing interest, fees and collection costs.

7. The following liens or encumbrances claim to have an interest in the Property which liens or encumbrances are prior in right to the Mortgage herein:

a. The Town/City of Stratford may claim an interest in the Property by virtue of inchoate liens for real estate taxes.

b. The Deerfield Woods Condominium Association, Inc may claim an interest in said premises by virtue of a statutory lien for priority common charges pursuant to the provisions of Sec. 47-258(b) of the Connecticut General Statutes.

8. The following liens or encumbrances claim to have an interest in the Property which liens or encumbrances are subsequent in right to the Mortgage herein:

a. The Defendant, Deerfield Woods Condominium Association, Inc may claim an interest in said premises by virtue of common charges in excess of the statutory priority.

9. The Defendant(s) Philip Burnell, is/are the owners of the equity of redemption of the Property and, on information and belief, are in possession of the Property.

10. The Plaintiff, MidFirst Bank, caused a Lis Pendens to be recorded on the Land Records of the Town of Stratford.

WHEREFORE, the plaintiff claims:

1. Foreclosure of the Mortgage;
2. Foreclosure of Mortgage pursuant to Conn. Gen. Stat. Sec 49-17;
3. Possession of the Property;
4. A reasonable attorney's fee (unless same has been precluded by virtue of a Bankruptcy filing);
5. Interest (unless same has been precluded by virtue of a Bankruptcy filing);
6. Costs of suit (unless same has been precluded by virtue of a Bankruptcy filing);
7. Deficiency Judgment against the makers of, or obligors on, the Note described herein, and/or their Estate, if deceased (unless same has been precluded by virtue of a Bankruptcy filing); and
8. Such other and further relief as the Court may deem just and equitable

Notice is hereby given to the Defendant(s) that the Plaintiff intends to seek satisfaction of any judgment rendered in its favor in this action out of any debt accruing to said Defendant(s) by reason of their personal services, (unless same has been precluded by virtue of a Bankruptcy filing).

Dated at Hartford, Connecticut on November 15, 2019.

Plaintiff

By: 

McCalla Raymer Leibert Pierce, LLC
50 Weston Street
Hartford, CT 06120
860-808-0606
Its Attorneys
Juris No. 101589

Emily I. McConnell

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INFORMATION RELATING TO "VALIDATION NOTICE"

This Writ, Summons and Complaint are legal documents used to commence a lawsuit with regards to the debt referenced within them. You must follow the instructions provided therein should you wish to preserve your interests in the suit, even if you dispute the validity or the amount of the debt. As lawyers, this office may file papers in the suit according to the Statutes, Rules of Court and Standing Orders in Connecticut. The "Validation Notice" which has been or will be sent to the borrower(s) ("consumers") in no way alters their rights or obligations with respect to this lawsuit. If you are the borrower ("consumer"), and if you notify us that the debt or any portion thereof is disputed, or if you request proof of the debt or the name and address of the original creditor within the thirty (30) day time period of the validation notice, we will stop our collection efforts including this foreclosure suit until we mail the requested information to you.

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STATEMENT OF AMOUNT IN DEMAND

The amount, legal interest, or property in demand is not less than \$15,000.00, exclusive of interest and costs.

Plaintiff

By: 

McCalla Raymer Lebert Pierce, LLC
50 Weston Street
Hartford, CT 06120
860-808-0606
Its Attorneys
Juris No. 101589

Emily I. McConnell

SCHEDULE A

ALL THAT CERTAIN piece or parcel of real property located in the Town of Stratford, County of Fairfield and State of Connecticut, being a portion of a condominium created under the Unit Ownership Act - Condominium Act of the Connecticut General Statutes, known as Deerfield Woods Condominium declared by Declaration of Condominium, dated August 12, 1980, and recorded August 13, 1980 in Volume 552 Page 24 and as amended by Amendment to original Declaration of Condominium of Deerfield Woods Condominium, dated October 17, 1980, recorded October 21, 1980 in Volume 554 at Page 107 as amended dated July 28, 1985 and recorded on August 2, 1985 in Volume 694 at Page 525 of the Stratford Land Records, and known and designated as UNIT NO. 107 together with the percentage of undivided interest in the common elements as designated to said unit as set forth in said Declaration of Condominium. Appurtenant to said unit as a limited common element is PARKING SPACE NO. 107, as shown on Exhibit "E" of said Declaration of Condominium. The unit and land upon which it lies are more particularly shown and designated on a map and survey entitled "Property Map of Deerfield Woods Condominium Broadbridge Avenue, Stratford, Connecticut" prepared by Cahn Engineers, Inc., Consulting Engineers Wallingford, Connecticut, Scale 1" = 40', dated February 7, 1980, revised March 3, 1980 and on a certain set of floor plans for said condominium verified by Clifford A. Cooper, A.L.A., all as on file in the Town Clerk's Office of the Town of Stratford.

Said premises are being conveyed together with the benefits, rights, and privileges, and subject to the burdens, covenants, restrictions, by-laws, rules and regulations, easements, encumbrances, conditions, agreements and all other terms and conditions all as more particularly set forth in the Declaration of Condominium and By-Laws as amended and supplemented thereto.