

Annexed Schedule A, hereto appear and show cause before the Superior Court of New Jersey at the _____ County Courthouse in _____, New Jersey at _____ o'clock in the forenoon on _____, 2012 why an Order should not be issued permitting to issue a curative NOI as follows:

A. Within _____ days of the date of the entry of this Order, BSI will supply the court with a list of all pending pre-judgment uncontested foreclosure cases in which corrective NOIs will be served (Corrected NOI List"). The Corrected NOI List will provide a list of all pre-judgment foreclosure actions in which BSI acting as the servicer and in which BSI mailed NOIs which did not comply with the Fair Foreclosure Act. The Corrected NOI list will include the name of the Foreclosure Plaintiff/Lender, the docket number and the county of venue. (The Corrected NOI List is annexed to this action as there is only one action pending which requires remediation).

B. As instructed by the New Jersey Supreme Court in its April 4, 2012 Order, BSI Financial Inc. will issue an Explanatory Letter to each defendant mortgagor and/or parties obligated on the debt ("Foreclosure Defendants") in the pending uncontested foreclosure action(s) which form is to be issued by the Court.

C. BSI will issue a corrected NOI in the form attached as Exhibit B to the Verified Complaint and shall attach such NOI to the Explanatory Letter made reference to in

paragraph B above. The corrected NOI will not include attorneys's fees or foreclosure costs that have been incurred in the pending foreclosure matter(s). Such corrected NOI and Explanatory letter shall be served by Certified Mail, return receipt requested to the last known address of the Foreclosure Defendant, as husband and wife,

- D. Validating the new Corrected NOI as curative and effective, thereby permitting the applicant to continue with its action to foreclose a residential mortgage, and it is further

ORDERED, that:

1. A copy of the executed Order to Show Cause, Verified Complaint, Explanatory Letter and the Corrected NOI (the "OSC Package"), shall be served via certified mail, return receipt requested and regular mail at the last known address of the borrowers as husband and wife.
2. BSI shall file with the court a proof of service of the OSC Package on the Foreclosure Defendants no later than nine (9) days before the return date of the Order to Show Cause.
3. YOU, the Foreclosure Defendants will have until _____, 2012 in which to object to the Order to Show Cause, the issuance of the Corrected NOI and/or to the content in the Corrected NOI. Any objections to

this Order to Show Cause or the issuance of the Corrected NOI shall be made in writing, stating forth the basis of the objection with specificity. Said objection must be filed with the Clerk of the Superior Court, CN971, Trenton, New Jersey 08625 AND to the Judge executing the Order to Show Cause, and to the Fein, Such, Kahn and Shepard, Shari Seffer, Esquire, attorneys for the movant at 7 Century Drive, Parsippany, New Jersey 07054. A telephone call will not protect your rights and you may not appear in person at the Clerk of the Superior Court in Trenton; you must file and serve your objection as set forth above if you want the Court to hear your objection to the relief that BSI is seeking.

4. BSI may file and serve any written response to the Foreclosure Defendants objection by _____, 2012. The reply papers must be filed with the Clerk of the Superior Court, Trenton, New Jersey and a copy upon the Honorable _____.
5. If the Foreclosure Defendant cannot afford an attorney, you may call the Legal Services Office on the County in which you live. A list of these offices is provided with the Corrected NOI.
6. The Court will entertain argument, but not testimony, on the return date of the Order to Show Cause, unless BSI is advised to the contrary no later than _____ days before the return date.

7. A proposed form of Order is annexed hereto.

J.S.C.

SCHEDULE A

Plaintiff: Resfund LLC.

Defendant Michael B. Morando

Docket No. F-37079-09 Passaic County

FEIN, SUCH, KAHN & SHEPARD, P.C.
COUNSELLORS AT LAW

7 CENTURY DRIVE, SUITE 201
PARSIPPANY, NEW JERSEY 07054
(973) 538-9300

FACSIMILE (973) 538-8234

www.feinsuch.com

July 16, 2012

CERTIFIED MAIL (RRR) AND REGULAR MAIL

MICHAEL B. MORANDO
37 VISTA RD
WEST MILFORD NJ 07480

NOTICE OF DEFAULT AND INTENTION TO FORECLOSE

RE: LOAN NO: 9169971221
PROPERTY ADDRESS: 37 VISTA ROAD
WEST MILFORD, NJ, 07480

Dear MICHAEL B. MORANDO

This notice is regarding the mortgage loan held by, the lender, **RESFUND LLC, 545 FIFTH AVENUE, SUITE 1108, NEW YORK, NY 10017-3630**. The mortgage loan is secured by the below property.

37 VISTA ROAD
WEST MILFORD, NJ, 07480

The original principal amount of the mortgage is \$195,000 00.

As you know, this loan is currently being serviced by **BSI FINANCIAL, 314 S. FRANKLIN STREET, TITUSVILLE, PA 16354**.

Your mortgage payments are past due for **03/01/09** through the present payment, which puts you in default of your loan agreement. As of July 16, 2012 you owe the following:

5 Payments @ \$2,228.44	\$11,142 20
6 Payments @ \$2,230.86	\$13,385.16
6 Payments @ \$2,228.56	\$13,371 36
5 Payments @ \$2,020 81	\$10,104 05
6 Payments @ \$2,225.93	\$13,355 58
6 Payments @ \$2,215.09	\$13,290 54
6 Payments @ \$2,228.57	\$13,371.42
Total of 40 Payments	\$88,020.31
Accrued late charges	\$5,156 34
Unapplied Funds (-)	-\$1,480.51
Total Due	\$91,696.14

You may cure your default, by paying or tendering funds in the amount of \$91,696.14 on or before **August 20, 2012** Your payment must be in Certified Funds, (Cashier's Check, Money Order or Certified Check) made payable to **BSI FINANCIAL**, payment must be received in our office on or before **August 20, 2012**, at:

FEIN, SUCH, KAHN AND SHEPARD, PC
7 CENTURY DRIVE, SUITE 201
PARSIPPANY, NJ 07054
PHONE # (973)538-4700
C/O Shari Seftler

NOTICE REQUIRED BY THE
FAIR DEBT COLLECTION
PRACTICES ACT, (the act),
15 U.S.C. SECTION 1601 as Amended

1. The amount of the debt is stated in the above letter.
2. The name of the creditor to whom the debt is owed is stated on the first page of the above letter.
3. Unless you, the debtor, within thirty days after receipt of this notice, dispute, in writing, the validity of the debt or some portion thereof, the debt will be assumed to be valid by the creditor.
4. If the debtor notifies the creditor's law firm in writing within thirty days of receipt of this notice that the debt or some portion thereof is disputed, the creditor's law firm will obtain verification of the debt and a copy of the verification will be mailed to the debtor by the creditor's law firm.
5. If the creditor who is named in the above letter is not the original creditor, and if the debtor makes written request to the creditor's law firm within thirty days of receipt of this notice, the name and address of the original creditor will be mailed to the debtor by the creditor's law firm.
6. Written request should be addressed to Fair Debt Collection Clerk, Fein, Such, Kahn & Shepard, P.C., 7 Century Drive, Suite 201, Parsippany, NJ 07054.
7. **This communication is from a debt collector and is an attempt to collect a debt. Any and all information obtained will be used for that purpose. Please be further advised that this and any further communication will not stay the proceeding of this action unless notified in writing by Lender or its counsel, or unless stayed by operation of law.**

Fair Foreclosure Act Notice of Intention to Foreclose - List of Entities Providing Assistance

The following is a list of governmental and non-profit entities that may provide financial assistance or counseling to borrowers in foreclosure

American Credit Alliance, Inc.

26 S. Warren St.
Trenton, NJ 08608
609-393-5400

Atlantic Human Resources, Inc.

1 S New York Ave
Atlantic City, NJ 08401
609-348-4131

Consumer Credit Counseling Service of Central New Jersey

1931 Nottingham Way
Hamilton, NJ 08619
609-586-2574

Consumer Credit Counseling Service of New Jersey

185 Ridgedale Ave
Cedar Knolls, NJ 07927-1812
973-267-4324

Fair Housing Council of Northern New Jersey

131 Main St.
Hackensack, NJ 07601
201-489-3552

Garden State Consumer Credit Counseling, Inc.

225 Willowbrook Road
Freehold, NJ 07728
1-800-992-4557

Jersey Counseling & Housing Development, Inc.

29 S Blackhorse Pike
Blackwood, NJ 08012
856-227-3683

Jersey Counseling & Housing Development, Inc.

1840 S. Broadway
Camden, NJ 08104
856-541-1000

Mercer County Hispanic Association

200 E State St., 2nd Floor
Trenton, NJ 08607
609-392-2446

Middlesex County Economic Opportunities Corporation

1215 Livingston Ave.
North Brunswick, NJ 08902
732-790-3344

Monmouth County Human Services

Housing Services Unit
P O Box 3000
Freehold, NJ 07728
732-431-7998

NJ Citizen Action (*main office/financial education center*)

744 Broad St., Suite 2080
Newark, NJ 07102

973-643-8800

1-800-NJ-OWNER (loan counseling)

1-888-TAXES-11 (free tax preparation assistance)

NJ Citizen Action (*Central Jersey*)

85 Raritan Ave., Suite 100
Highland Park, NJ 08904
732-246-4772

NJ Citizen Action (South Jersey)
2 Riverside Drive, Suite 362
Camden, NJ 08103
856-966-3091

Ocean Community Economic Action Now, Inc.
22 Hyers St
Toms River, NJ 08753-0773
732-244-2351, ext. 2

Paterson Coalition for Housing, Inc.
262 Main St , 5th Floor
Paterson, NJ 07505
973-684-5998

Paterson Task Force for Community Action, Inc.
155 Ellison St
Paterson, NJ 07505
973-279-2333

**Puerto Rican Action Board
Housing Coalition Unit**
90 Jersey Ave.
New Brunswick, NJ 08903
732-249-9700

Tri-County Community Action Agency, Inc.
110 Cohansey St.
Bridgeton, NJ 08302
856-451-6330

Urban League for Bergen County
106 W. Palisade Ave
Englewood, NJ 07631
201-568-4988

Urban League for Essex County
508 Central Ave.
Newark, NJ 07101
973-624-9535

Urban League of Union County
288 N. Broad St
Elizabeth, NJ 07208
908-351-7200 Homelessness Prevention Program
New Jersey Department of Community Affairs
(866) 889-6270*

*Basic eligibility is limited to (a) single family owner/occupied dwellings with all those on the deed and mortgage occupying the house, (b) no more than one mortgage or lien encumbrance on the property, (c) no initiated or ongoing bankruptcy. Assistance will be in the form of a loan, and a lien will be placed on the property. The family must document the financial reason for nonpayment. At the time of the eligibility decision, the household must have and document income sufficient to support the household and repay the loan. There is a fee for the credit check and property search.

ATLANTIC COUNTY

Deputy Clerk of the Superior Court
Civil Division, Direct Filing 1201 Bacharach Blvd , First Floor
Atlantic City, NJ 08401 LAWYER REFERRAL. 609- 345-3444
www.atcobar.org/Referral.html
LEGAL SERVICES 609-348- 4200

BERGEN COUNTY

Deputy Clerk of the Superior Court
Case Processing Section, Rm 119
Justice Center, 10 Main Street
Hackensack, NJ 07601-0769 LAWYER REFERRAL 201- 488-
0044
LEGAL SERVICES 201-487- 2166
www.lsnj.org/nnjls

BURLINGTON COUNTY

Deputy Clerk of the Superior Court
Central Processing Section Attn Judicial Intake, First Floor
Courts Facility
49 Rancocas Road
Mt Holly, NJ 08060
LAWYER REFERRAL 609- 26 1-4862
LEGAL SERVICES 609-261- 1088

CAMDEN COUNTY

Deputy Clerk of the Superior Court
Civil Processing Office
1st Floor, Hall of Justice,
101 S 5th Street,
Camden, NJ 08103
LAWYER REFERRAL 609- 964-4520
www.camdencountybar.org/referral_service.php
LEGAL SERVICES 609-964- 2010

CAPE MAY COUNTY

Deputy Clerk of the Superior Court
Central Processing Office
9 N Main Street, Box DN-209 Cape May Court House, NJ 08210
LAWYER REFERRAL 609- 463-03 13
LEGAL SERVICES 609-465- 3001

CUMBERLAND COUNTY Deputy Clerk of the Superior Court

Civil Case Management Office
Broad and Fayette Streets P O Box 615, Bridgeton, NJ 08302
LAWYER REFERRAL 609- 692-6207
LEGAL SERVICES 609-451- 0003

ESSEX COUNTY

Deputy Clerk of the Superior Court
237 Hall of Records
465 Dr Martin Luther King, Jr Blvd
Newark, NJ 07102
LAWYER REFERRAL 973- 622-6207
LEGAL SERVICES 973-624- 4500

GLOUCESTER COUNTY Deputy Clerk of the Superior Court
Civil Case Management Office

Attn Intake
1st Floor, Court House Woodbury, NJ 08096 LAWYER
REFERRAL 609- 848-4589
www.gcbanj.org/lawyerreferralserv.html
LEGAL SERVICES 609-848- 5360

HUDSON COUNTY

Deputy Clerk of the Superior Court
Civil Records Dept
Brennan Court House, 1st Floor
583 Newark Avenue
Jersey City, NJ 07306 LAWYER REFERRAL 201- 798-2727
LEGAL SERVICES 201-792- 6363
www.lsnj.org/nnjls

HUNTERDON COUNTY

Deputy Clerk of the Superior Court
Civil Division
65 Park Avenue
Flemington, NJ 08862 LAWYER REFERRAL 908- 735-2611
LEGAL SERVICES 908-782- 7979
www.lsnj.org/lsnwj

MERCER COUNTY

Deputy Clerk of the Superior Court
Local Filing Office Courthouse, 175 S Broad Street
P O Box 8068
Trenton, NJ 08650
LAWYER REFERRAL 609- 890-6200
LEGAL SERVICES 609-695- 6249
www.lsnj.org/cils

MIDDLESEX COUNTY

Deputy Clerk of the Superior Court,
Administration Building, Third floor
1 Kennedy Square
P O Box 2633
New Brunswick, NJ 08903- 2633
LAWYER REFERRAL 732- 828-0053
LEGAL SERVICES 732-249- 7600
www.lsnj.org/cils

MONMOUTH COUNTY

Deputy Clerk of the Superior Court
71 Monument Park
P O Box 1262
Courthouse, East Wing Freehold, NJ 07728-1262
LAWYER REFERRAL 732- 43 1-5544
LEGAL SERVICES 732-866- 0020
www.lsnj.org/omls

MORRIS COUNTY

Deputy Clerk of the Superior Court
Civil Division
30 Schuyler Place
P O Box 910
Morristown, NJ 07960-0910 LAWYER REFERRAL 973-
267-5882
http://www.morriscountybar.com/lawyer_referral/index.htm
LEGAL SERVICES 973-285- 6911
www.lsnj.org/lsnw

OCEAN COUNTY

Deputy Clerk of the Superior Court
Court House, Room 119
118 Washington Street
Toms River, NJ 08754 LAWYER REFERRAL 732- 240-
3666
http://www.oceancountybar.org/link.php?link=Lawyer_Referral_Service_722
LEGAL SERVICES 732-341- 2727

PASSAIC COUNTY

Deputy Clerk of the Superior Court
Civil Division Court House 77 Hamilton Street
Paterson, NJ 07505 LAWYER REFERRAL 973- 278-9223
LEGAL SERVICES 973-345- 7171
www.lsnj.org/nnils

SALEM COUNTY

Deputy Clerk of the Superior Court
92 Market Street
P O Box 18
Salem, NJ 08079
LAWYER REFERRAL 609- 678-8363
LEGAL SERVICES 609-451- 0003

SOMERSET COUNTY

Deputy Clerk of the Superior Court
Civil Division Office
New Court House, 3rd Floor P O Box 3000
Somerville, NJ 08876 LAWYER REFERRAL 908- 685-
2323
<http://www.somersetbar.com/referral.html>
LEGAL SERVICES 908-231- 0840
www.lsnj.org/lsnw

SUSSEX COUNTY

Deputy Clerk of the Superior Court
Sussex County Judicial Center
43-47 High Street
Newton, NJ 07860
LAWYER REFERRAL 973- 267-5882
LEGAL SERVICES 973-383- 7400
www.lsnj.org/lsnw

UNION COUNTY

Deputy Clerk of the Superior Court
1st Floor, Court House
2 Broad Street
Elizabeth, NJ 07207
LAWYER REFERRAL 908- 353-4715
<http://www.uclaw.com/lrs.htm>
LEGAL SERVICES 908-527- 4769
www.lsnj.org/cils

WARREN COUNTY

Deputy Clerk of the Superior Court

Civil Division Office

Court House

Belvidere, NJ 07823-1500 LAWYER REFERRAL 201-
267-5882

LEGAL SERVICES 908-475- 2010

www.lsnj.org/lsnwj

FEIN, SUCH, KAHN & SHEPARD, P.C.
7 Century Drive, Suite 201
Parsippany, New Jersey 07054
(973) 538-9300
BSI032
Attorney for Plaintiff

FILED

JUL 16 2009

SUPERIOR COURT
CLERK'S OFFICE



RESFUND LLC	Plaintiff	SUPERIOR COURT OF NEW JERSEY CHANCERY DIVISION- PASSAIC COUNTY
vs.		DOCKET NO.: 37079-09
MICHAEL B. MORANDO; MICHELLE L. MORANDO:	Defendant	CIVIL ACTION
		COMPLAINT IN FORECLOSURE

RESFUND LLC having its principal place of business at 314 S. FRANKLIN STREET, TITUSVILLE, PA, 16354, and authorized to do business in the State of New Jersey, the Plaintiff in the above entitled cause says:

FIRST COUNT

1. On June 8, 2007, MICHAEL B. MORANDO executed to FIRST FRANKLIN FINANCIAL CORP., AN OP. SUB. OF MLB & T CO., FSB, a Note in the sum of \$195,000.00 payable on July 1, 2037, with interest at the rate of ~~10.150%~~ ^{10.150%} per annum, payable by payments of \$1,732.92 per month for interest and principal. The Note further provides for a late charge of 5.0 percent for any payment not received 15 days from the date due.
2. To secure the payment of the aforesaid obligation, MICHAEL B. MORANDO and MICHELLE L. MORANDO, executed to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR FIRST FRANKLIN FINANCIAL CORP., AN OP. SUB. OF MLB & T CO., FSB, a Mortgage of even date with said Note, and thereby conveyed to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR

FIRST FRANKLIN FINANCIAL CORP., AN OP. SUB. OF MLB & T CO., FSB, in fee to the land hereinafter described, on the express condition that such conveyance should be void if payment should be made at the time and times, and in the manner described in said obligation. Said Mortgage was dated June 8, 2007 and recorded in the Office of the PASSAIC County Clerk/Register on June 22, 2007 in Mortgage Book M9069, Page 153, et seq. **This is a Non Purchase Money Mortgage.**

On October 1, 2008, Michael B. Morando and Michelle L. Morando as borrowers, and Mortgage Electronic Registration Systems, Inc. ("MERS") as nominee for First Franklin Financial Corp., an Op. Of MLB & T Co., FSB it's successors and assigns (Mortgagee) and ResFund LLC (Lenders), as lender, entered into a Mortgage Modification Agreement, which by its terms was effective as of 10/1/2008. The Agreement affected the terms of the Note and/or Mortgage, set forth in paragraphs 1 and 2 above, as follows:

(a) the unpaid principal balance was set at \$193,862.82;

(b) the Borrower(s) promise to pay the Unpaid Principal Balance, plus interest, to the order of the Lender according to the schedule below. Interest will be charged on the Unpaid Principal Balance pursuant to the terms of the original Note and this Modification agreement as follows:

(a) 24 monthly payments of principal and interest, calculated at the annual rate of 8.750% (effective from September 1, 2008), in the amount of \$1,525.12 beginning October 1, 2008, and on the 1st day of each month thereafter through and including September 1, 2010

(b) 336 monthly payments of principal and interest, beginning October 1, 2010, the amount of which will be calculated pursuant to the then allowable interest rates in accordance with the Adjustable Rate provisions contained in the original Note. The Borrower(s) will be notified in writing by the loan Servicer of the specific monthly payment required and the interest rates used to calculate their monthly payments. Borrower(s) will continue to make regular monthly payments of Principal and Interest on the 1st day of each month thereafter until the entire amount due and payable under the terms of the Note, Security Instrument and this Agreement are paid in full. If on September 1, 2038, ("Maturity Date"), Borrower(s) still owe amounts under the Note, Security Instrument or this Agreement, the Borrower(s) shall pay these amounts in full on the Maturity Date.

The Mortgage Modification Agreement was recorded in the Passaic County Register's Office on 1/7/2009 in Mortgage Book R439 Page 224 et seq.

3. Said mortgage was assigned by MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR FIRST FRANKLIN FINANCIAL CORP., AN OP. SUB. OF MLB & T CO., FSB, to **RESPUND LLC**, Plaintiff herein, by assignment dated July 1, 2009, assignment to be recorded.

4. This legal description is derived from the mortgage. The mortgaged premises are fully described in Schedule "A" annexed hereto and made a part hereof.

5. The obligation aforesaid contained an agreement that if any installment payment of interest and principal, taxes and/or insurance premiums should remain unpaid for more than (30) thirty

days from the date the Notice of Default is mailed to the Obligor, the whole principal sum with all unpaid interest, should, at the option of the above named mortgagee or its assigns, become immediately due and payable.

6. The defendants listed herein are named as party defendants to this action for any right, title and interest they may have in, to or against the subject property for reasons set forth below: NONE

7. Pursuant to the terms of the obligation referred to in Paragraph 1 above (the terms of which are incorporated in the mortgage referred to in Paragraph 2 above), the Obligee named in said obligation reserved the right to pay taxes or other liens affecting the premises herein described, which liens are superior to the lien of the mortgage referred to in Paragraph 2 above and which liens when paid by the obligee or assignee, together with interest thereon as provided in said obligation and mortgage, are to be added to the amount due on the obligation and mortgage. The obligee may be required to pay such liens during the pendency of this action and will demand that such payments so made by said obligee or assignee be added to the mortgage debt as aforesaid. The Note and Mortgage do not contain a pre-payment penalty

8. The mortgagors, obligors, their grantee or grantees, if any has defaulted in making their monthly mortgage payment to the Plaintiff herein as required by the terms of the obligation and mortgage referred to in paragraphs 1 and 2 above, and said payments have remained unpaid for more than (30) thirty days from the date of mailing Notice of Default to the Obligor, and are still unpaid.

Plaintiff herein, by reason of said default, elected that the whole unpaid principal sum due on the aforesaid obligation and mortgage referred to in Paragraphs 1 and 2 above, with all unpaid interest and advances made thereon, shall now be due. The date of default is March 1, 2009.

9. Any interest or lien on the premises described in Paragraph 4 above which the mortgagor named in Paragraph 2 above or the grantees of said mortgagor, or which subsequent encumbrancers or lien holders, if any, named in Paragraph 6 above, or tenants named in Paragraph 6, who are the Defendants herein have or claim to have in or upon the aforesaid mortgage premises or some part thereof are subject and subordinate to the lien of the mortgage set forth in Paragraph 2 above, which mortgage is held by the Plaintiff herein.

10. The Notice of Intention was mailed to the debtor(s) in compliance with the "Fair Foreclosure Act".

WHEREFORE, the Plaintiff and/or its assignee demands Judgment:

- (a) Fixing the amount due on the Mortgage referred to in Paragraph 2 above;
- (b) Barring and foreclosing all of the Defendants, of all equity or redemption in and to the aforesaid lands;
- (c) Directing that Plaintiff be paid the amount due to Plaintiff as provided in the Mortgage set forth in Paragraph 2 above, together with interest and costs;
- (d) Adjudging that the lands described in Paragraph 4 above be sold according to law to satisfy the amount due to Plaintiff on the Mortgage set forth in Paragraph 2 above;

(e) Appointing a receiver of rents, issues and profits of the lands described in Paragraph 4 above.

SECOND COUNT

1. By the terms of the obligation and mortgage referred to in Paragraphs 1 and 2 of the First Count of this Complaint, the Plaintiff herein is entitled to possession of the tract of land with appurtenances as more particularly described in Paragraph 4 of the First Count of this Complaint.

2. The Plaintiff and/or its assignee, by the terms of the obligation and mortgage aforesaid, became entitled to possession of the premises described in Paragraph 4 of the First Count of this Complaint since March 1, 2009.

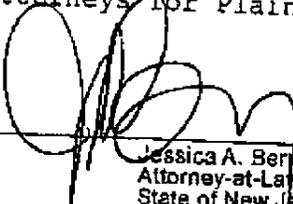
3. The Debtors have or may claim to have certain rights in the premises described in Paragraph 4 of the First Count of this Complaint and by reason thereof have been in default from March 1, 2009 and have since deprived the Plaintiff herein of the possession of the premises aforesaid.

WHEREFORE, the Plaintiff or its assignee or the successful purchaser at Sheriff's Sale demands Judgment against the Defendants;

- (a) For possession of said premises;
- (b) For damages for mesne profits;

(c) For costs.

FEIN SUCH KAHN AND SHEPARD, PC
Attorneys for Plaintiff



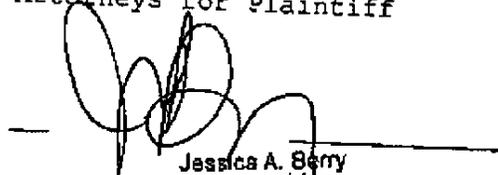
Jessica A. Sery
Attorney-at-Law
State of New Jersey

Dated: July 13, 2009

CERTIFICATION

I hereby certify that the matter in controversy is not the subject of any other Court proceeding or arbitration and that, to the best of our knowledge and belief, no other parties need be joined at this time, and that no other proceedings are contemplated.

FEIN SUCH KAHN AND SHEPARD, PC
Attorneys for Plaintiff

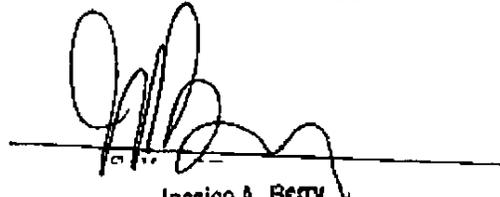


Jessica A. Berry
Attorney-at-Law
State of New Jersey

Dated: July 13, 2009

CERTIFICATION PURSUANT TO RULE 4:64-1(a)

I hereby certify that, pursuant to Rule 4:64-1(a), a title search of the public record was received by this office and that said title search was reviewed by the attorney of record.



Jessica A. Berry
Attorney-at-Law
State of New Jersey

Dated: July 13, 2009

SCHEDULE "A"

All that certain tract or parcel of land and premises situate, lying and being in the TWP of WEST MILFORD, County of PASSAIC and State of New Jersey.

Also known as Tax Lot 2 in Block 7616 on the Tax Assessment map of the TWP of WEST MILFORD.

More commonly known as 37 VISTA ROAD, WEST MILFORD, NJ 07480.

ALL that certain lot, parcel or tract of land, situate and lying in the Township of West Milford, County of Passaic and State of New Jersey being more particularly described as follows:

BEGINNING at a point in Edgewood Lane; thence running

1. North 57 degrees 36 minutes West 100.00 feet; thence
2. South 32 degrees 34 minutes West 100.00 feet; thence
3. South 57 degrees 35 minutes East 100.00 feet; thence
4. North 32 degrees 24 minutes East 100.00 feet to Edgewood Lane and the point and place of BEGINNING.

FOR INFORMATIONAL PURPOSES ONLY: Also known as Lot 2 in Block 7616 on the Township of West Milford Tax Map.

NOTICE REQUIRED BY THE
FAIR DEBT COLLECTION
PRACTICES ACT, (the act),
15 U.S.C. SECTION 1601 as Amended

1. The amount of the debt is stated in paragraph one of the complaint attached hereto.
2. The plaintiff who is named in the attached summons and complaint is the creditor to whom the debt is owed.
3. The debt described in the complaint is hereby attached hereto and evidenced by the copy of the mortgage note will be assumed to be valid by the creditor's law firm, unless the debtors, within thirty days after receipt of this notice, disputes, the validity of the debt or any portion thereof.
4. If the debtor notifies the creditor's law firm in writing within thirty days of the receipt of this notice that the debt or portion thereof is disputed, the creditor's law firm will obtain verification of the debt and a copy of the verification will be mailed to the debtor by the creditor's law firm.
5. If the creditor who is named as plaintiff in the attached summons and complaint is not the original creditor, and if the debtor makes written request to the creditor's law firm within thirty days from receipt of this notice, the name and address of the original creditor will be mailed to the debtor by the creditor's law firm.
6. Written request should be addressed to Fair Debt Collection Clerk, Fein, Such, Kahn & Shepard, P.C., 7 Century Drive, Suite 201, Parsippany, NJ 07054.
7. This communication is an attempt to collect a debt. Any and all information obtained will be used for that purpose. Please be further advised that this and any further communication will not stay the proceeding of this action unless notified in writing by lender or its counsel, or unless stayed by operation of law.