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March 21, 2011

BY FEDERAL EXPRESS

The Honorable Walter R. Barisonek
(Special Master)
Union County Courthouse
2 Broad Street
Courtroom 101
Elizabeth, New Jersey 07207

Re: *In the Matter of Residential Mortgage Foreclosure Pleadings
and Document Irregularities*
Administrative Order 01-2010; Docket No. F-238-11

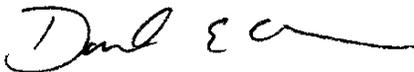
Dear Judge Barisonek:

In response to Your Honor's letter dated March 10, 2011, attached is a further Certification Of Mortgage Electronic Registration Systems, Inc In Response To Administrative Order 01-2010.

Exhibit B to the certification includes a list of lenders, servicers, and other mortgage industry companies who reported active New Jersey foreclosure cases in 2010 brought in the name of MERS. We believe that this is the information sought by Your Honor's letter.

Thank you for your consideration of this matter and please contact us if we can be of any further assistance

Respectfully,



Daniel E. Orr

c Superior Court Clerk (by email SCCOForeclosure.Mailbox@judiciary.state.nj.us)

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*Attorneys for Mortgage Electronic
Registration Systems, Inc*

**IN THE MATTER OF RESIDENTIAL
MORTGAGE FORECLOSURE PLEADING
AND DOCUMENT IRREGULARITIES**

**Administrative Order 01-2010
Docket # F-238-11**

**CERTIFICATION OF MORTGAGE
ELECTRONIC REGISTRATION SYSTEMS,
INC. IN RESPONSE TO ADMINISTRATIVE
ORDER 01-2010**

I, Brandie H. Pceples, of full age, certify as follows:

1. I have been employed as an in-house counsel by MERSCORP, Inc. ("MERSCORP") – the parent company of Mortgage Electronic Registration Systems, Inc. ("MERS") – since January, 2008, and I am responsible for monitoring litigation involving MERS and advising local counsel who represent MERSCORP and MERS.

2. I am submitting this Certification in response to the Administrative Order Directing Submissions Of Information From Residential Mortgage Foreclosure Plaintiffs Concerning Their Document Execution Practices To A Special Master (No. 01-2010) entered on December 20, 2010, the Supplemental Administrative Order entered on January 31, 2011, and

correspondence to MERS' counsel from Special Master Walter Barisonek dated March 10, 2011 (collectively, the "Administrative Order").

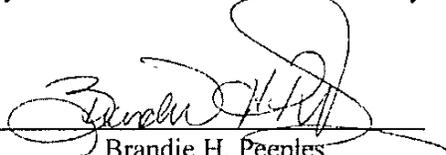
3. MERS is a membership organization comprised of lenders, servicers, and other mortgage industry companies. The procedures between MERS and its members for the filing of foreclosure actions in the name of MERS are governed by Rules 2 and 8 of the Rules of Membership ("MERS Rules"). A copy of the MERS Rules is attached as Exhibit "A."

4. MERSCORP owns and operates the MERS[®] System. The MERS[®] System is a member driven system that is populated by MERS' members. The MERS[®] System tracks changes in the servicing rights and beneficial ownership interests of the registered loans and is not a system of record.

5. According to the MERS[®] System which contains information reported by MERS' members, there are ninety-seven MERS members or former members that have reported active foreclosure cases in 2010 in New Jersey brought in the name of MERS. The identities of those members, and the number of loans each such member reports are being foreclosed in the name of MERS, are attached as Exhibit "B." In response to the Administrative Order, MERS requested that these members review their records, and if it is necessary, that they correct any information previously reported on the MERS[®] System. MERS will provide a supplemental certification as needed if the members modify the MERS[®] System based upon their records.

I certify that the foregoing statements made by me are true. I am aware that if any are willfully false that I am subject to punishment.

Dated: March 21st, 2011


Brandie H. Peoples

**MERSCORP, INC.
RULES OF MEMBERSHIP**

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RULE 2

REGISTRATION ON THE MERS® SYSTEM

Section 1 MERS, in its sole discretion, shall determine the type and level of access to the MERS® System permitted to each Member and the types of transactions that such Member may register on the MERS® System. No Member may register or attempt to register any transaction not authorized under the Rules of Membership or the Procedures.

Section 2 Subject to Section 1 above, each Member may register any mortgage loan on the MERS® System in accordance with the Procedures.

Section 3 Each Member shall promptly, or as soon as practicable, register on the MERS® System, in accordance with the Rules of Membership and the Procedures, any and all of the following transactions to which such Member is a party which involve a mortgage loan registered on the MERS® System until such time as the mortgage loan is deactivated from the MERS® System:

(a) the pledge of any mortgage loan or security interest therein and the corresponding release of such security interests;

(b) the pledge of any servicing rights or security interest therein and the corresponding release of such servicing rights or security interests,

(c) the transfer of beneficial ownership of a mortgage loan by a Member to a Member,

(d) the transfer of beneficial ownership of a mortgage loan by a non-Member to a Member;

(e) the transfer of beneficial ownership of a mortgage loan by a Member to a non-Member,

(f) the transfer of servicing rights with respect to a mortgage loan by a Member to a Member,

(g) the registration of servicing rights with respect to a mortgage loan from a non-Member to a Member,

(h) the transfer of servicing rights with respect to a mortgage loan from a Member to a non-Member (requiring deactivation),

(i) the initiation of foreclosure of any mortgage loan registered on the MERS® System,

(j) the release of a lien with respect to a mortgage loan registered on the MERS® System;

(k) the creation of a sub-servicing relationship with respect to a mortgage loan registered on the MERS® System; and

(l) any renewal, extension or modification of a mortgage loan registered on the MERS® System that involves the recording of a new security instrument and does not merely change the rate, principal balance or term.

Section 4 (a) The transfer to a non-Member of servicing rights with respect to a mortgage loan registered on the MERS® System shall require the deactivation of such mortgage loan from the MERS® System in accordance with these Rules and the Procedures. Upon the withdrawal or removal of a Member, all mortgage loans for which such Member acts as servicer shall be deactivated from the MERS® System, provided, however, that the mortgage loans shall remain registered with MERS if the substitute servicer is a Member and all MERS fees relating to the servicing transfer to the substitute servicer are paid. The transfer to a non-Member of a beneficial interest in a mortgage loan registered on the MERS® System shall not require the de-registration of such mortgage loan from the MERS® System unless: (i) the servicer is a non-Member of MERS or (ii) such non-Member beneficial owner shall require deactivation

(b) As long as there are no contrary instructions, when the beneficial ownership of a mortgage loan registered on the MERS® System is vested in a non-Member, MERS and Mortgage Electronic Registration Systems, Inc. shall at all times comply with the instructions of the Member shown on the MERS® System as the servicer of such mortgage loan

with respect to transactions relating to such mortgage loan. Such Member shall indemnify and hold harmless MERS, and any employee, director, officer or affiliate of MERS, for any and all liability incurred as a result of compliance by MERS with instructions given by such Member on behalf of the non-Member beneficial owner.

Section 5 (a) Each Member, at its own expense, shall cause Mortgage Electronic Registration Systems, Inc., to appear in the appropriate public records as the mortgagee of record with respect to each mortgage loan that the Member registers on the MERS® System. Mortgage Electronic Registration Systems, Inc. is a wholly owned subsidiary of MERS created for the purpose of serving as the mortgagee of record in the appropriate public records. The Member shall monitor the public records to verify that it has complied with the preceding sentence and shall maintain an adequate quality assurance program to ensure that its verification procedures are effective. The Member hereby warrants to MERS that either (i) an appropriate mortgage, or deed of trust, or other such instrument as may be required under applicable state law, naming Mortgage Electronic Registration Systems, Inc. as mortgagee, or (ii) an appropriate assignment of mortgage, or assignment of deed of trust, or other such instrument as may be required under applicable state law, naming Mortgage Electronic Registration Systems, Inc. as mortgagee, has been or as soon as practicable shall be, properly prepared and delivered to the appropriate recording office and the Member shall promptly register on the MERS® System the date on which such instrument was delivered. As soon as practicable, the Member shall register on the MERS® System the specific recordation information provided by the custodian of public records which evidences that Mortgage Electronic Registration Systems, Inc. is mortgagee of record with respect to such mortgage loan. Upon the Member's becoming aware of any discrepancy between

the information shown on the MERS® System and the information in the public records, the Member shall promptly correct the information on the MERS® System

(b) At or prior to the time a Member registers a mortgage loan on the MERS® System, such Member shall provide evidence reasonably satisfactory to MERS demonstrating that Mortgage Electronic Registration Systems, Inc. is, or as soon as practicable shall be, properly recorded as mortgagee of record in the appropriate public records with respect to such mortgage loan

(c) Mortgage Electronic Registration Systems, Inc. shall not act as mortgagee of record for the purpose of procuring borrowers for the Member or making mortgage loans on behalf of the Member.

(d) Reference herein to “mortgage(s)” shall include deed(s) of trust, and any other form of security instrument under applicable state law. References herein to “mortgagee of record” shall include the named beneficiary under a deed of trust in those jurisdictions where deeds of trust are used to secure loans, and any similar status as used in connection with any other form of security instrument under applicable state law

Section 6. MERS shall at all times comply with the instructions of the holder of mortgage loan promissory notes. In the absence of contrary instructions from the beneficial owner, MERS and Mortgage Electronic Registration Systems, Inc. may rely on instructions from the servicer shown on the MERS® System in accordance with these Rules and the Procedures

with respect to transfers of beneficial ownership, transfers of servicing rights, and releases of security interests applicable to such mortgage loan. The beneficial owner shall give any such contrary instructions to MERS and Mortgage Electronic Registration Systems, Inc. in writing and they may rely on such instructions until receipt of further written instructions from the beneficial owner

Section 7 Each Member shall review for accuracy and completeness all information shown on the MERS® System with respect to mortgage loans and related transactions registered by such Member, and promptly update any incorrect information

Section 8. Within ten (10) business days of receiving notice from the Member servicing the loan that the mortgage loan has been paid in full, MERS shall give notice to all Members shown on the MERS® System as having interests in such mortgage loan. The Member servicing the mortgage loan shall be responsible, at its own expense, to:

(a) take, or cause to be taken, appropriate action, including delivery to the appropriate recording office of an instrument of satisfaction or release (which may be signed by a certifying officer of Mortgage Electronic Registration Systems, Inc), to extinguish the lien of such mortgage in the proper manner within the applicable state imposed time frames, and register on the MERS® System the date of such action, or

(b) notify MERS that, in fact, the mortgage loan has not been paid in full. If MERS is notified that a lien release has not been executed in compliance with applicable state

imposed time frames, and the Member fails to take such action or give MERS notice that the mortgage loan has not been paid in full, then MERS reserves the right to release such mortgage. Such Member, upon demand, shall reimburse Mortgage Electronic Registration Systems, Inc for its out-of-pocket costs in connection with release of the mortgage, including any penalties for failure to release the mortgage or take other action in a timely manner, and shall pay an administrative fee determined by Mortgage Electronic Registration Systems, Inc., and

(c) indemnify MERS and Mortgage Electronic Registration Systems, Inc. with respect to any liability which may arise as a result of the failure of such Member to take such action or give MERS such notice in a timely and accurate manner. Without limiting the generality of the foregoing, such indemnification shall extend to circumstances in which a mortgage is released by Mortgage Electronic Registration Systems, Inc., but the mortgage loan has not been paid in full, or in which such Member wrongfully refuses to authorize Mortgage Electronic Registration Systems, Inc to release the mortgage.

RULE 8

FORECLOSURE

Section 1 (a) With respect to each mortgage loan for which Mortgage Electronic Registration Systems, Inc is the mortgagee of record, the beneficial owner of such mortgage loan or its servicer shall determine whether foreclosure proceedings with respect to such mortgage loan shall be conducted in the name of Mortgage Electronic Registration Systems, Inc., the name of the servicer, or the name of a different party to be designated by the beneficial owner

(b) The Member servicing a mortgage loan registered on the MERS® System shall be responsible for processing foreclosures in accordance with the applicable agreements between such Member and the beneficial owner of such mortgage loan.

(c) In the State of Florida, the authority to conduct foreclosures in the name of MERS granted to a Member's Certifying Officers under Paragraph Three of the Member's MERS Corporate Resolution is revoked Effective June 1, 2006, the Member shall be sanctioned \$10,000 00 per violation for commencing a foreclosure in Florida in the name of MERS

(d) In the event that the beneficial owner or its designated servicer determines that foreclosure proceedings shall be conducted in the name of a party other than Mortgage Electronic Registration Systems, Inc , the servicer designated on the MERS® System shall cause to be made an assignment of the mortgage from Mortgage Electronic Registration Systems, Inc to the person designated by the beneficial owner, and such beneficial owner shall pay all recording costs in connection therewith

Section 2: (a) If a Member chooses to conduct foreclosures in the name of Mortgage Electronic Registration Systems, Inc , the note must be endorsed in blank and in possession of one of the Member's MERS certifying officers. If the investor so allows, then MERS can be designated as the note-holder

(i) The Member shall not plead MERS as the note-owner in any foreclosure document; including but not limited to, the foreclosure complaint

(ii) The Member shall not plead MERS as a co-plaintiff in a foreclosure action

(iii) If the note is lost or cannot be located, the Member shall not commence a foreclosure action in the name of MERS, but rather must assign the mortgage out of MERS.

(b) In non-judicial foreclosure states, if the Member chooses to foreclose in MERS name under the power of sale provision in the security instrument and is not seeking a deficiency judgment, then the note does not need to be in the possession of the Member's MERS Certifying Officer when commencing the foreclosure action, provided, however, that under no circumstances may the Member allege that the note is in their possession unless it so possesses

(c) If the Member pleads MERS as the note-owner or as a co-plaintiff or commences a foreclosure in the name of MERS when the note is lost or cannot be located, it shall be considered a violation of the MERS Membership Rules and MERS may dismiss such foreclosure action. Effective June 1, 2006, the Member shall be sanctioned \$1,000.00 for the first violation and \$5,000.00 for each subsequent violation of this Rule

(d) For all foreclosures conducted in the name of MERS, the member shall take all reasonable and necessary steps to avoid having Mortgage Electronic Registration Systems, Inc. take title to the applicable property that is the subject of a mortgage loan. Mortgage Electronic Registration Systems, Inc. shall not be obligated to take title to any property that is the subject of a mortgage loan; provided, however, that if the Member so requests, Mortgage Electronic Registration Systems, Inc. may take title at the conclusion of the foreclosure sale upon prior written consent to the Member from Mortgage Electronic Registration Systems, Inc. If title is taken in the name of Mortgage Electronic Registration Systems, Inc., the Member

shall take all necessary and reasonable steps to remove Mortgage Electronic Registration Systems, Inc. from title as soon as possible.

(e) If title is put into Mortgage Electronic Registration Systems, Inc.'s name and there is a violation of state, county or city codes or any other applicable regulation; including, but not limited to, non-payment of tax bills, the Member shall be responsible to promptly take all necessary action to prevent fines or judgments from being entered against MERS. If the Member fails to do so, MERS may take such action and will sanction the member for all costs and expenses; including, but not limited to, attorney fees

| Company Name | Loan Count |
|---|------------|
| Nationwide Advantage Mortgage Company | 1 |
| Wells Fargo Home Mortgage a Division of Wells Fargo Bank NA | 2334 |
| CitiMortgage, Inc. | 13 |
| EverHome Mortgage Company | 1 |
| Fannie Mae | 838 |
| GreenPoint Mortgage Funding Inc | 3 |
| Fifth Third Bank | 1 |
| Capital One, N A | 64 |
| BAC Home Loans Servicing, LP | 105 |
| Provident Funding Associates, L.P. | 1 |
| U.S Bank N A | 259 |
| EMC Mortgage Corporation | 253 |
| Ocwen Loan Servicing, LLC | 124 |
| HSBC Mortgage Corporation, USA | 205 |
| PNC Mortgage, a Division of PNC Bank, National Association | 1 |
| Mid-Island Mortgage Corp | 9 |
| Litton Loan Servicing LP | 7 |
| Aurora Loan Services LLC | 27 |
| Lehman Brothers Holdings Inc | 55 |
| Weichert Financial Services | 60 |
| GMAC Mortgage LLC | 242 |
| Cenlar | 43 |
| Residential Funding Company, LLC | 160 |
| First American Mortgage Trust | 1 |
| HSBC Mortgage Services | 107 |
| Aurora Bank, FSB | 17 |
| Embrace Home Loans, Inc | 4 |
| M&T Bank | 2 |
| Franklin American Mortgage Company | 1 |
| Flagstar Bank | 321 |
| Security Atlantic Mortgage Company, Inc | 12 |
| EverBank | 5 |
| FNF Servicing, Inc. | 27 |
| Freedom Mortgage Corp | 96 |
| Credit Suisse First Boston Corp | 8 |
| Select Portfolio Servicing Inc | 256 |
| Lyons Mortgage Services | 1 |
| Wilshire Credit Corp | 1 |
| USAA Federal Savings Bank | 6 |
| The Huntington National Bank | 17 |
| Citi Master Servicing | 10 |
| WMC Mortgage Corp | 1 |
| UBS Real Estate Securities Inc | 8 |



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|---|-----|
| Regions Bank d/b/a Regions Mortgage | 2 |
| Branch Banking & Trust Company | 24 |
| Encore Credit Corp | 7 |
| Wells Fargo Bank, N A. (Wells Fargo Home Equity) | 6 |
| The New York Mortgage Company LLC | 1 |
| Saxon Mortgage Services Inc. | 162 |
| MidFirst Bank | 2 |
| Nomura Credit Capital | 1 |
| Citigroup Global Markets Realty Corp | 4 |
| Lydian Private Bank | 10 |
| Morgan Stanley Credit Corp | 1 |
| Deutsche Bank AG New York Branch | 1 |
| DB Structured Products, Inc | 2 |
| America's Servicing Company | 892 |
| Real Estate Mortgage Network Inc | 6 |
| 1st 2nd Mortgage Co of NJ Inc | 23 |
| AHM Acceptance Inc. | 1 |
| Astoria Federal Savings and Loan Association | 10 |
| Specialized Loan Servicing LLC | 3 |
| Beneficial Finance One Inc. | 4 |
| U S. Bank N.A. N.D. - Consumer Finance Division | 2 |
| Nationstar Mortgage LLC | 22 |
| United Guaranty Residential Insurance Company of North Carolina | 6 |
| State Farm Bank | 3 |
| SFJV 2005, LLC | 1 |
| Quantum Servicing Corporation | 6 |
| Urban Trust Bank | 1 |
| Wells Fargo Home Mortgage | 326 |
| FDIC as Receiver of American National Bank 3/19/10 | 1 |
| Consumer Solutions LLC | 1 |
| Carrington Mortgage Services LLC | 108 |
| Residential Credit Solutions | 61 |
| Marix Servicing | 1 |
| Vantium Capital, Inc | 1 |
| DTA Solutions LLC | 1 |
| Green Planet Servicing LLC | 1 |
| Green Tree Servicing LLC | 56 |
| Selene Finance LP | 32 |
| American Home Mortgage Servicing, Inc | 144 |
| Kondaor Capital Corporation | 3 |
| PennyMac Loan Services, LLC | 13 |
| DB EMT LLC | 10 |
| PNC Mortgage Services, Inc , a Division of PNC Bank, National Association | 5 |
| Bayview Loan Servicing, LLC | 5 |

| | |
|-------------------------------------|------|
| Fidelity Bank - (KS) | 1 |
| OneWest Bank, FSB | 1266 |
| IndyMac Venture, LLC | 2 |
| Vericrest Financial, Inc. | 54 |
| JPMorgan Chase Bank NA (WAMU) | 160 |
| Financial Freedom Acquisition LLC | 166 |
| Arch Bay Holdings, LLC-Series 2009B | 4 |
| BankUnited | 38 |
| Consumer Solutions 3, LLC | 2 |
| SRP 2010-3, LLC | 1 |