

KAREN  
MERRIMAN

RECEIVED

SEP 10 2012

SUPERIOR COURT  
CLERK'S OFFICE

## **SHORT SALE HARDSHIP LETTER**

**FROM: KAREN M. FREEMAN, EXECUTOR DATE: August 31, 2012**  
**OF ESTATE RE: MABLE FORESTER**

**SUBJECT: 13 Poe Avenue**

**LOAN #11354002092**

**Docket #F-009564-12**

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### ***Superior Court:***

In reference to your correspondence date August 14, 2012, I am sorry to inform your office at this time, that due to unfortunate circumstances, I cannot afford the property at 13 Poe Avenue. I am working with a Real Estate agent now, who will be listing the house and promises to push it to try to get it sold quickly. I believe that using an agent will ensure that the home gets more exposure. My agent advised me the home will be sold at a loss due to the declining home values in my area.

I love the home, but I also understand that at this point, I cannot afford it. I am a single parent, with a daughter who is about is in college. My financial situation cannot sustain a home mortgage of nearly \$3,000 per month. I would like nothing more than to sell my home, and avoid foreclosure. I'd also like to minimize the loss to your ASC.

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### **HISTORY OF HARDSHIP**

The hardship began when I lost of my mother (Mable Forester) who passed away on July 31, 2007. Due to overwhelming funeral costs, and not enough life insurance coverage, I had to take a loan of (\$7500.) out through my employer to cover the funeral expenses of \$14,000.00. In addition, I had to pay for the cost of surrogate/administrator to her estate which amounted to over \$5,000 in attorney fees etc. Since her death, I have also incurred several leftover medical bills that her Medicaid/Medicare did not cover totaling over \$75,000.

On top of all that, my father passed in June 2008 and he was assisting me with my financial hardship.

Please accept a short sale offer as payment in full.

KAREN  
M. FREEMAN

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SUPERIOR COURT  
CLERK'S OFFICE

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**FROM: KAREN M. FREEMAN, EXECUTOR DATE: August 31, 2012**  
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**Docket #F-009564-12**

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I deeply appreciate your help and understanding pertaining to this matter. If you have any questions, or need anything further from me personally at (973)202-6382.

Thank you in advance for your cooperation regarding this matter.

**Please note: Miles Brown is and has not been on the "Deed" to this property since December, 2002 when he and I divorced leaving full ownership to "Mable Forester."**

Signed: Karen M. Freeman, Executor of Estate re: Mable Forester



**Docket #F-009564-12**

C: ASC, 3480 Stateview Blvd. MAC#D3348-027, Fort Mill, SC 29715



8/14/2012

MILES BROWN  
MABLE FORESTER  
13 POE AVE  
NEWARK, NJ 07106-1507

Re. *In re Application by Wells Fargo Bank, N.A. to Issue Corrected Notices of Intent to Foreclose on Behalf of Identified Foreclosure Plaintiffs in Uncontested Cases*

*Docket Number F- 009564-12*

Dear MILES BROWN & MABLE FORESTER:

Please be advised that the New Jersey Supreme Court recently held in *U.S. Bank N.A. v. Guillaume*, 209 N.J. 449 (2012), that mortgage lenders seeking to foreclose must comply with the New Jersey Fair Foreclosure Act's requirement that a Notice of Intention to Foreclose set forth the name and address of the lender.

**Why You Are Receiving This Letter**

You are receiving this letter because you are the defendant in a pending foreclosure action, and it is believed that the Notice of Intention to Foreclose served upon you prior to the commencement of the foreclosure action did not comply with the requirements of the Fair Foreclosure Act.

By the court's Order to Show Cause dated July 19, 2012, and in compliance with the Supreme Court's opinion in *U.S. Bank N.A. v. Guillaume*, the Hon. Margaret Mary McVeigh, P.J.Ch., Passaic Vicinage, gave permission to America's Servicing Co. to serve, along with the Order to Show Cause and verified complaint, corrected Notices of Intention to Foreclose on all defendant mortgagors/parties obligated on the debt in pending foreclosure actions filed before February 28, 2012.

**Information About the Order to Show Cause and Verified Complaint**

Enclosed with this letter are copies of the Order to Show Cause and verified complaint. The verified complaint lists the following lenders in the following counts of the verified complaint:

- Count 1 - Bank of America, N.A.
- Count 2 - Bank of New York Mellon
- Count 3 - BankAtlantic
- Count 4 - Bayview Financial
- Count 5 - CitiBank, N.A.
- Count 6 - Commerce Bancorp.
- Count 7 - Copperfield Investments
- Count 8 - Deutsche Bank
- Count 9 - DLJ Mortgage Capital, Inc.
- Count 10 - E\*Trade

# STATE OF NEW JERSEY

1831-1203-2072



## City of Newark, New Jersey Bureau of Vital Statistics

*This is to Certify* that the following is a true copy of an official Death Record maintained by the Bureau of Vital Statistics, City of Newark, New Jersey.

**DO NOT ACCEPT THIS CERTIFICATE UNLESS THE RAISED SEAL OF THE BUREAU IS AFFIXED HEREON**

1. NAME OF DECEASED (First)		(Middle)		(Last)	
TABLE				FORESTER	
2. DATE OF DEATH	3. SEX	4. DATE OF BIRTH	5a. AGE - Last Census	5b. UNDER 1 YEAR (Months)	5c. UNDER 1 YEAR (Days)
07/31/2007	F	07/11/1934	73		
6. SOCIAL SECURITY		7. PLACE OF DEATH			
151-28-1936		Nursing Home			
7a. COUNTY (Name of municipality, city, village, and ward)			7b. COUNTY		7c. COUNTY
Marysville Center			Orange		Essex
8. RESIDENCE (City or town, State)		8a. CITY OR TOWN		8b. INSIDE OR PERMITS	
NJ Essex		Newark		13 BOK AVE 1ST F.	
9. BIRTH PLACE (City or town, State, Country)		10. PRECEDENT SERVICE IN U.S. ARMED FORCES		11. MARRIAGE STATUS	
Kenshaw, Pa.		No		Never Married	
12. OCCUPATION (Include military)		13. USUAL OCCUPATION		14. SECOND DISPOSITION	
		BUS DRIVER		TRANSPORTATION	
15. NAME AND ADDRESS OF LAST EMPLOYER					
NEW COMMUNITY CORPORATION, NEWARK, NJ					
16. RACE		17. OF HISPANIC ORIGIN (Specify)			
Black		No			
18. NAME OF FATHER		19. NAME OF MOTHER (Maiden Name)		20. NAME OF FATHER	
WILLIE		MOORE		MAMIE	
21. NAME OF INSTITUTION		22a. RELATIONSHIP		22b. DISPOSITION	
		Daughter		Burial	
23. NAME OF CEMETERY		24. CITY OR TOWN			
Windsor Memorial		Newark			
25. NAME AND ADDRESS OF FUNERAL HOME					
Whigham Funeral Home, 580 DR. M. J. K. JR. BLVD., NEWARK, NJ 07012					

July 31, 2007

Date Original Certificate Filed

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Bureau of Vital Statistics, Newark, N.J.

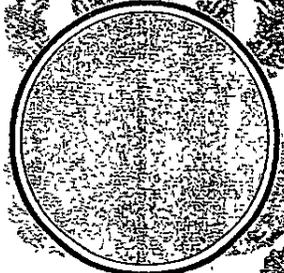
this 7th day of August A.D. 2007

This is to certify that the above is correctly copied from a record on file in my office.

*Certified copy not valid unless the raised Great Seal of the State of New Jersey or the seal of the issuing municipality or county is affixed hereon.*

*Joseph A. Komosinski*

Joseph A. Komosinski, State Registrar  
Bureau of Vital Statistics



REG-42A  
JULY 04

in Heaven

As the sad songs for me  
in grief and fear

in a perfect place

in a point of time

in a moment

and pride

in Heaven

at my side

was very good

as I can go,

so much more

anyone can know.

My heart is filled with

happiness and sweet rejoicing too,

As I wait with God in perfect peace

A joy forever new.

### Acknowledgment

The family acknowledges with deepest gratitude and appreciation your prayers, visits, cards and other tokens of love and encouragement we have received. We have sustained a great loss and your kindness is comforting to us

### Services Entrusted to:

**Watson Funeral Home**

Jersey City, New Jersey

*Home Going Service  
An Blessed Memory*

# JIMMIE LEE FORRESTER

Sunrise:

June 10, 1931



Sunset:

June 19, 2008



On Tuesday, the Twenty-fourth Day of June  
in the year of our lord  
Two Thousand and Eight  
At Ten O'clock in the morning.

## ST. JOHN BAPTIST CHURCH

525 Bramhall Avenue  
Jersey City, New Jersey

1831-123-20

# Whigham Funeral Home

Stevland L. Whigham - NJ Lic. # 4421  
Kara L. Whigham - NJ Lic # 4552

580 Dr. Martin Luther King Jr. Blvd.  
Newark, New Jersey 07102  
(973)-622-6872 phone  
(973)-733-9885 fax

Terry S. Fort Fields - NJ Lic # 4112  
Manager  
Carolyn M. Whigham - NJ Lic. # 3888  
C.E. O

## Funeral Service Payment Form

I / We \_\_\_\_\_, have selected the merchandise and services that appear on the Statement of Goods and Service Form for my, Mother, the late Mabel Forrester. These expenses will be paid by at least one of following options listed below.

### Payment Options

- Public Assistant Package (Only qualified recipients of Medicaid/SSI / Welfare)
- Cash, Certified Check, Cashiers Check, Money Order, or Credit Card (Visa, Master Card)
- Insurance \*\*\* A finance fee of 7% will be added funds to be received from any insurance company. I / We also understand we are responsible for any fees that are not covered by insurance company before or after claim has been processed

Insurance Company SUN LIFE

Policy Number(s) 9247777V

Beneficiaries Vicky Clark (dau)

Assignment 14,253.81

\$ 13,321.31 Total from Statement of Goods and Services Form

(-) \$ 13,321.31 Amount of Insurance to be used

(+) \$ 932.50 Finance charge to be added (7% of the above line)

\$ 14,253.81 Total of Funeral Expenses.

**ALL BALANCES ARE TO BE PAID AT THE TIME OF FINAL APPROVAL.**

Balance of \$ \_\_\_\_\_ Due \_\_\_\_\_ day / / \_\_\_\_\_ AM/PM

Vicky Clark  
Signature \_\_\_\_\_  
Relationship \_\_\_\_\_  
Date \_\_\_\_\_

Daughter  
Relationship \_\_\_\_\_  
Date \_\_\_\_\_

7-31-07  
Date \_\_\_\_\_

Terry S. Fort Fields  
Funeral Director \_\_\_\_\_  
Funeral Director \_\_\_\_\_

183-123-20

Hollywood Memorial Park and Cemetery  
Managed by CMS Mid-Atlantic, Inc  
1500 Stuyvesant Avenue, Union, NJ 07083 • 908-688-4300 • Fax 908-688-5775



**Interment Authorization**

Interment # \_\_\_\_\_

Date: 7/31/2007

Received by: ENNIO

Funeral Home: WHIGHAM F.H. (TERRY)

Phone: 973-622-6872

Address: 580 MLK BLVD NEWARK NJ 07102

Fax: \_\_\_\_\_

Deceased: MABLE FORRESTER

Nee: MOORE

Address of Deceased: 13 POE AVENUE NEWARK NJ 07106

Veteran:  Yes  No Date of Birth: 7/11/1934 Date of Death: 7/31/2007 Age: 73

Marital Status: \_\_\_\_\_ Place of Death: ORANGE, NJ Cause of Death: \_\_\_\_\_

Vault Type & Size: \_\_\_\_\_ Vault Company: \_\_\_\_\_ Casket Type: \_\_\_\_\_

LOCATION: Section: \_\_\_\_\_ Lot #: \_\_\_\_\_ Gr #: \_\_\_\_\_ Depth: \_\_\_\_\_

Mausoleum/

Location: C.E.P. SEC: 105 Unit/Level: A Tier/Row: 7 Niche/Crypt: SINGLE

DAY/DATE OF INTERMENT: MONDAY, AUGUST 6, 2007 TIME OF SERVICE: 1:50 PM

**SPECIAL INSTRUCTIONS:**

(i.e. chapel use, tent set-up, different arrival time, gate, etc.)

\_\_\_\_\_

**SCHEDULE OF FEES:**

As Authorizing Agent, I certify that I have full power and Authority to authorize the interment of the deceased.  
I certify that all information I have furnished is accurate and reliable.  
I agree to indemnify and hold harmless The Hollywood Memorial Park and Cemetery of Union, NJ, and its representatives, from all liability due to said authorization.

Interment Fee:	\$1155.00
Tent Set-up:	\$ _____
SSI:	\$ _____
Other:	\$ _____
BAL. DUE.	\$3964.31
Total Due:	\$5119.31

*Karen Brown*  
Signature of Authorizing Agent

KAREN BROWN  
Print Name

DAUGHTER  
Relationship

Addr: 1359 MILTON

City/St/Zip: PLAINFIELD, NJ 07061

Phone: 973-202-6382

\_\_\_\_\_  
Signature of Lot Owner if different than above

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Relationship

Addr: \_\_\_\_\_

City/St/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Funeral Director Signature: \_\_\_\_\_ Lic #: \_\_\_\_\_

Superintendent

Location Identified by: \_\_\_\_\_ Date: \_\_\_\_\_

Location Verified by: \_\_\_\_\_ Date: \_\_\_\_\_

**COPY** 1831-123-20

- At-Need Arrangement
- Price Quotation
- Pre-Need Arrangement

*Whigham Funeral Home*

580 Dr. Martin Luther King, Jr. Newark, New Jersey 07102

Terry S. Fort Fields, Manager-NJ LIC.#4112

Tel: (973) 622-6872 • Fax: (973) 733-9885

Gender  
 Male  
 Female

File # 19494

Name (of Deceased) Ms. Mabel Forrester Date of Birth 7-11-34 Date of Death 7-31-07  
 Address 13 Poet Avenue 1st Floor Place of Death St. Mary's Nursing Home  
 City NJ State NJ Zip 07106

**STATEMENT OF FUNERAL GOODS AND SERVICES SELECTED**

Charges are only for those items that you selected or that are required. If we are required by law or by a cemetery or crematory to use any items, we will explain the reasons in writing below.

**I. PROFESSIONAL SERVICES**

- Basic Services of funeral Directors and Staff ..... \$ INCL.
- Embalming ..... INCL.
- If you selected a funeral that may require embalming, such as a funeral with viewing, you may have to pay for embalming. You do not have to pay for embalming you did not approve if you selected arrangements such as a direct cremation or immediate burial. If we charged for embalming, we will explain why below.
- Other Preparation of the Body
- Dressing, Casketing and Cosmetology ..... INCL.
- Sanitary Care, Without embalming .....
- Other(specify) .....

**SUBTOTAL: Professional Services** ..... \$ \_\_\_\_\_

**II. OTHER STAFF AND RELATED FACILITIES**

- Use of Facilities, Staff and Equipment for:
- Visitation (viewing) ..... \$ INCL.
- Funeral Ceremony .....
- Memorial Service ..... INCL.
- Graveside Service .....
- Sheltering of Remains .....
- Other(specify) .....

**SUBTOTAL: Other Staff and Related Facilities** ..... \$ \_\_\_\_\_

**III. TRANSPORTATION**

- Transfer of Remains to the Funeral Home LOCAL ..... \$ INCL.
- Hearse ..... INCL.
- Limousine(s) ..... 1 INCL.
- Flower Car(s) .....
- Additional Limo .....
- Other(specify) .....

**V. CASH DISBURSEMENTS (Estimated)**

- Cemetery or Crematory Hollywood Memorial \$ 5119.31
- Gravespace Opening Overtime
- \$ 3964.31 \$ 1153.00
- Clergy and/or Church ..... \$ 75.00
- Organist ..... \$ 75.00
- Sexton ..... \$ 20.00
- Soloist ..... \$ 20.00
- Church Clerk..... \$ \_\_\_\_\_
- Beautician ..... \$ \_\_\_\_\_
- Certified Copies of Death Certificate and Permit Fee ..... \$ INCL.
- New Jersey Certificate Filing Fee ..... \$ \_\_\_\_\_
- Extra Death Certificates ..... \$ 90.00
- Newspaper Notices
- 1. 1 Day S/L Notice \$ 285.00
- 2. .... \$ \_\_\_\_\_
- Other (Specify)
- 1. .... \$ \_\_\_\_\_
- 2. .... \$ \_\_\_\_\_
- 3. .... \$ \_\_\_\_\_

**SUBTOTAL: Cash Disbursements** ..... \$ 5684.31

**SUMMARY OF CHARGES**

- Total Funeral Home Charges(I-IV) ..... \$ 7637.00
- Total Cash Disbursements(V) ..... \$ 5684.31
- TOTAL ESTIMATE (I-V)** ..... \$ 13,321.31
- Less Credits and Payments: \_\_\_\_\_

TREASURER'S CHECK

NOTICE TO CUSTOMERS

THE PURCHASE OF AN INSURANCE POLICY WILL BE REQUIRED BEFORE THIS CHECK WILL BE REPLACED OR REFUNDED IN THE EVENT IT IS LOST, MISPLACED, STOLEN OR DESTROYED

Commerce Bank

105 MULBERRY ST 108  
NEWARK, NJ 07102

1831 123-20

84-02184

57 12 2007

PAY TO THE ORDER OF

From Theiss Funeral Home

DOLLARS



Karen M Brown

NON-NEGOTIABLE

RE:

⑈8402184⑈ ⑆5021⑉0095⑆ ⑆001⑉20066 9⑈

MANAGER: TERRY S FORT FIELDS • DIRECTORS: STEVELAND L. WHIGHAM, KARAL WHIGHAM, RAYSHEL CAMPANA • CAROLYN M. WHIGHAM, CEO

WHIGHAM FUNERAL HOME

580 MARTIN LUTHER KING, JR. BLVD (FORMERLY HIGH STREET)  
NEWARK, NEW JERSEY 07102  
TELEPHONE (973) 622-6872 FAX (973) 733-9885  
www.whighamfuneral.com

34769

DATE 8-6-2007

RECEIVED OF MS. Karen Brown	
AMOUNT Four thousand Six Hundred <sup>30/100</sup>	DOLLARS \$ 4,600 <sup>30/100</sup>
FOR DECEASED RE Ms. Mable Forester	
CASE NO. 19494	<input checked="" type="checkbox"/> CASH
AMOUNT PAID \$ 4600 <sup>30/100</sup>	<input type="checkbox"/> CHECK #
AMOUNT DUE \$ 6457.00	<input type="checkbox"/> MONEY ORDER

THANK YOU!

BY Terry S. Fields

**AGREEMENT TO PROVIDE LEGAL SERVICES**

This Agreement, dated August 27, 2007  
Is made BETWEEN the Client(s): Karen Brown

Whose address is 1359 Milton Place, Plainfield, New Jersey

Referred to as "You,"  
AND DUNNE & ASSOCIATES, LLC

Whose address is  
683 Kearny Avenue  
Kearny, New Jersey 07032

Referred to as the "Law Firm."

1. **Legal Services to be Provided.** You agree that the Law Firm will represent your interest in the following matter:  
**All matters relative to transferring property commonly known as 13 Poe Avenue, Newark, New Jersey from Miles Brown and the Estate of Mable Forester to the client along with any work necessary regarding the administration proceedings for the Estate of Mable Forester so as to accomplish the above transfer of real estate.**
  
2. **Additional Legal Services.** If you need any other legal services which may or may not be related to the above matter, You and the Law Firm may make a new agreement to provide for such services. Without such agreements, the Law Firm is not required to provide any additional services
  
3. **LEGAL FEES.** The Law Firm cannot predict or guarantee what your final bill will be. This will depend on the amount of time spent on your case and the amount of other expenses.
  - a. **Initial Payment.** The Law Firm will begin work on your case upon receipt of an initial retainer of \$ 1,500.00. This sum will be used to pay your fees and expenses according to this Agreement. Client shall pay the sum of \$500.00 additional retainer every two weeks from the date of this agreement until all fees and costs have been paid.
  
  - b. **Minimum Fee.** You agree to pay a minimum of \$3,500.00 for legal services regardless of the amount actually spent on this case. This will also be the maximum fee charged by the law firm unless there is a recovery on your behalf, in which case the percentage listed in "C" below shall apply.
  
  - c. **Hourly Rate.** You agree to pay the Law Firm for legal services at the following rates:

Rate Per Hour  
\$250.00/hr  
\$250.00/hr

Services of  
Frederick R. Dunne, Jr.  
Jaime D. Dorunda

In place to the hourly rate stated above, client shall pay an amount equal to 25% of all monies recovered on client's behalf.

4. **Cost and Expense.** In addition to legal fees, you must pay the following costs and expenses:

Experts' fees, court costs, accountants' fees, appraisers' fees, service fees, investigator fees, deposition costs, messenger services, photocopying charges, telephone toll calls, postage and any other necessary expenses in this matter.

The Law Firm may require that expert(s) be retained directly by you. You would then be solely responsible to pay the expert(s).

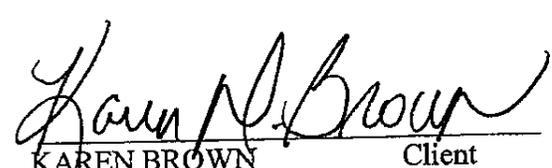
5. **Bills.** The Law Firm will send you itemized bills from time to time. The Law Firm may require that costs and expenses (see paragraph 4) be paid in advance. All other bills for costs and legal expenses are due upon receipt. You will be charged interest at a yearly rate of 12% on any remaining balance not paid within 30 days from the date of the bill.
6. **Your Responsibility.** You must fully cooperate with the Law Firm and provide all information relevant to the issues involved in this matter. You must also pay all bills as required by this Agreement. If you do not comply with these requirements, the Law Firm ask the Court for permission to withdraw from representing you. The Law Firm will also withdraw at your request.
7. **No Guarantee.** The Law Firm agrees to provide conscientious, competent and diligent services and at all times will seek to achieve solutions which are just and reasonable for you. However, because of the uncertainty of legal proceedings, the interpretation and changes in the law and many unknown factors, attorneys cannot and do not warrant, predict or guarantee results or the final outcome of any case.

**Signatures.** You and the Law Firm have read and agree to this Agreement. The Law Firm has answered all of your questions and fully explained this Agreement to your complete satisfaction. You have been given a copy of this Agreement.

DUNNE & ASSOCIATES, LLC

By:

  
FREDERICK R. DUNNE, JR.

  
KAREN BROWN

Client

KAREN MICHELLE BROWN  
1359 MILTON PL.  
PLAINFIELD, NJ 07062

55-33/212  
9450498599

487

DATE

9/17/07

PAY TO THE  
ORDER OF

Frederick R. Dunn, Jr.

\$ 3,500.00

Three thousand five hundred

DOLLARS



93047

www.fleet.com  
Irvington Office  
Irvington, New Jersey 07111

MEMO

ESTATE COST

Karen N. Brown

⑆021200339⑆ 94504 98599⑈ 0487

KAREN MICHELLE BROWN  
1359 MILTON PL.  
PLAINFIELD, NJ 07062

55-33/212  
9450498599

488

DATE 9/7/07

PAY TO THE  
ORDER OF

Arlington Real Estate & Tax

\$ 297.50

Two hundred ninety-two and 50/100

DOLLARS



93047 www.fleet.com  
Inverton Office  
Inverton, New Jersey 07111

MEMO

AS Note

Karen M. Brown

⑆021200339⑆ 94504 98599⑆ 0488

COMPLETE APPLICABLE SECTION ON REVERSE

Section	
Public Official	1
Fidelity	2
Probate	3
Referee, Receiver, etc.	4
Court	5
License	6
Lost Securities	7

# CNA SURETY

- Individual  Partnership  Corporation  Limited Liability Company  Limited Liability Partnership

## Form 10 APPLICATION FOR BOND - ANY KIND

Applicant (For partnership, give full names of partners and trade names) Please print or type <b>KAREN BROWN</b>				Social Security # <b>136-58-2195</b>	Date of Birth <b>6/6/64</b>	Married <input type="checkbox"/> Single <input checked="" type="checkbox"/>	
Residence Address (Street and Number) <b>1359 MILTON PLACE</b>		(City) <b>PLAINFIELD</b>	(State) <b>NJ</b>	(Zip) <b>07062</b>	(Telephone #)	(Fax #)	(Email Address)
Business Address (Street and Number)		(City)	(State)	(Zip)	(Telephone #)	(Fax #)	(Email Address)
Occupation or business <b>POLICE OFFICER</b>		How long so engaged? <b>10 YEARS</b>		Previous Surety <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, give name and reason for change.			
Type of Bond <b>ADMINISTRATION</b>		Amount of Bond <b>\$ 53,500</b>		Effective Date <b>9/12/07</b>			
Complete name and address of Obligee <b>SURROGATE</b>							

### FINANCIAL STATEMENT as of \_\_\_\_\_

Check applicable section on the reverse side to see whether a financial statement is necessary.

Check one:  Business Financial Statement  Personal Financial Statement

ASSETS		LIABILITIES	
Cash (List Banks)		Accounts Payable	
Stocks + Bonds -- Describe		Taxes due & accrued	
Notes Receivable -- Describe		Notes Payable to Bank	
Merchandise or Material in Stock		Notes Payable to Others (Describe)	
Accounts Receivable		Mortgage on Real Estate	A
Real Estate, Homestead	A	Mortgage on Real Estate	B
Real Estate, Investment	B	Other Liabilities -- Describe	
Furniture and Fixtures		TOTAL LIABILITIES	
Other Assets -- Describe		Capital Stock (Paid in)	
TOTAL ASSETS		NET WORTH OR SURPLUS	
		TOTAL Liabilities and Net Worth	

Gross Sales - Two Years Ago \_\_\_\_\_ Last Year \_\_\_\_\_ Net Income - Two Years Ago \_\_\_\_\_ Last Year \_\_\_\_\_

### INDEMNITY

The undersigned applicant and indemnitors hereby request Western Surety Company, Universal Surety of America, Surety Bonding Company of America and any affiliated company, their successors or assigns (with such company/companies referred to herein as the "Company") to become their surety. The undersigned hereby certify the truth of all statements in the application, authorize the Company to verify information at the time of application and as needed, on an ongoing basis and to obtain additional information from any source, including obtaining credit reports at the time of application, in any review or renege at the time of any potential or actual claim, or for any other legitimate purposes as determined by the Company in its reasonable discretion, and jointly and severally agree:

- To pay premiums, including renewal premiums and any other charges, to the Company or its agents, when due.
- To completely INDEMNIFY the Company from and against any liability, loss, cost, attorneys' fees and expenses whatsoever which the Company shall at any time sustain as surety or by reason of having been surety on this bond or any other bond issued for any applicant and/or indemnitor, or for the enforcement of this agreement, or in obtaining a release or evidence of termination under such bonds, regardless of whether such liability, loss, cost, damages, attorneys' fees and expenses are caused, or alleged to be caused, by the negligence of the Company.
- To furnish the Company with satisfactory and conclusive termination evidence that there is no further liability on this bond or any other bond issued for applicant.
- Upon demand by the Company for any reason whatsoever, to deposit current funds with the Company in an amount sufficient to satisfy any claim against the Company by reason of such suretyship.
- That the Company shall have the right to handle or settle any claim or suit in good faith and the Company's decision shall be binding and conclusive on the undersigned. An itemized statement of loss expense incurred by the Company, shall be prima facie evidence of the fact and extent of the liability of the undersigned to the Company.
- That the Company may decline to become surety on any bond and may cancel or amend any bond without cause and without any liability which might arise therefrom.
- That the Company shall, without notice, have the right to alter the penalty, terms and conditions of any bond issued for undersigned, and this agreement shall apply to any such altered bond. The liability for the undersigned shall not be affected by the failure of the undersigned to sign any bond, nor any claim that other indemnity or security was obtained, nor by the release of any indemnity, nor the retention or exchange of any collateral obtained and if any party signing this agreement is not bound for any reason, this agreement will still be binding on each and every other party.
- That if a contract or performance bond is issued hereunder, the undersigned hereby assign to the Company any monies now due or hereafter becoming due under the contract, including all deferred payments and retained percentage, supplies, tools, plants, equipment and materials due or used on the contract.
- At the Company's discretion, this indemnity agreement shall be governed in all respects by the laws of the State of South Dakota and the undersigned applicant and indemnitors consent to the jurisdiction of the courts of the State of South Dakota and the United States District Court for the District of South Dakota in all actions or proceedings arising from or relating to this indemnity agreement.
- That this indemnity may be terminated by the undersigned, or any one or more parties so designated, upon written notice sent registered mail to the office of the Company at Sioux Falls, South Dakota 57104, of not less than twenty (20) days. In no event, shall any termination notice operate to modify, bar, discharge, limit, affect or impair the liability of any party hereto, for any bonds, undertakings obligations executed prior to the date of the Company's receipt and notice of such termination.
- In the event of any payment by the Company, to pay the Company interest on such amounts at the highest legal rate from the date such payments are made.

Signed this 17<sup>th</sup> day of September, 2007

Agency	<b>ARLINGTON REAL EST &amp; INS</b>		
Address	<b>130 MIDLAND AVE. PO 80481</b>		
	Street		
	<b>KEARNY</b>	<b>NJ</b>	<b>07032</b>
	City	State	Zip
Agent's Code	<b>29-16666</b>		

Signature & Business/Corporate Title  
Karen M. Brown "Indemnitor"  
 "Indemnitor"  
 "Indemnitor"

Note: Personal indemnitors should sign their names before the word "indemnitor" in their own handwriting, e.g. Karen M. Brown "Indemnitor"

### AGENT'S RECOMMENDATION

Your recommendation will be helpful and may be the difference between getting a refusal or having the bond written. Tell us what you know and think of the applicant. THE HEIRS OF THIS ESTATE ARE GIVING EVERYTHING TO KAREN BROWN, SO, IT'S A FRIENDLY TRANSACTION & AGENCY & CLIENT ARE OF EXCELLENT REPUTATION. PLEASE PROVIDE A QUOTE AS SOON AS POSSIBLE.

AGENT: Check here if this recommendation was previously faxed to CNA Surety

**IMPORTANT NOTICE**

Please discuss with the principal the potential use of personal credit history to facilitate the underwriting review process.

**1**

**PUBLIC OFFICIAL BOND**

NO FINANCIAL STATEMENT NECESSARY  
HAVE PRINCIPAL SIGN APPLICATION IF \$75,000 OR MORE.

Net Worth \$	Elected <input type="checkbox"/> Appointed <input type="checkbox"/>	Date	Term of Office:	Premium will be paid: <input type="checkbox"/> Annually? <input type="checkbox"/> for term?
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**2**

**FIDELITY BOND**

NO FINANCIAL STATEMENT NECESSARY.

Title of Position		Main Sources of Organization's Funding		
Purpose or Function of Organization				
Annual Salary	Will applicant sign checks? <input type="checkbox"/> Yes <input type="checkbox"/> No	Is countersignature required? <input type="checkbox"/> Yes <input type="checkbox"/> No	Regular audits? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Are bank accounts reconciled by someone not authorized to deposit or withdraw from the accounts? <input type="checkbox"/> Yes <input type="checkbox"/> No		Ever discharged from any employment? <input type="checkbox"/> Yes <input type="checkbox"/> No Why?		
Last position held? Reason for leaving?		How long in present position?	Applicant's net worth: \$	

**3**

**PROBATE BOND**

NO FINANCIAL STATEMENT NECESSARY  
HAVE PRINCIPAL SIGN THIS APPLICATION.

Name of deceased (Ward) <b>MABLE FORESTER.</b>	Date of death <b>7/31/07.</b>	Date of appointment (If over 6 months, please explain delay)	Is applicant indebted to the estate or trust? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (If yes, explain on an attached sheet)
Name and address of attorney (If none, do not write the bond, submit it to our underwriters) <b>DUBNE &amp; ASSOCIATES, LLC. 683 KEARNY AVE. KEARNY NJ 07032</b>			Telephone # <b>201-498-2727.</b>
Will the attorney remain involved throughout the duration of this estate? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Assets of estate or trust (describe) <b>EQUITY ON A HOUSE. \$53,500</b>		
Name, age, and health status of <input type="checkbox"/> minor(s) <input type="checkbox"/> incompetent	Applicant's relationship to <input checked="" type="checkbox"/> deceased <input type="checkbox"/> ward(s) <b>DAUGHTER</b>	Applicant's net worth \$ <b>53,500</b>	
Are guardianship funds to be used for support of ward? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Approximately how much per month? (Please send copy of court order authorizing monthly expenditures)	What is the source of the guardianship funds? (If an insurance settlement, do not execute the bond, instead refer it to an underwriter) <b>N/A</b>		
Who are the heirs of this estate? <b>KAREN BROWN, DAUGHTER 1/4; VICKIE M. CLARK, DAUGHTER 1/4, JAMES L. FORESTER, SON 1/4, RAYMOND FORESTER, SON 1/4.</b>		Has anyone objected to the applicant's appointment as fiduciary? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Will any going business (excluding farms) of the estate be continued by fiduciary? (If yes, send a copy of court order) <input type="checkbox"/> Yes <input type="checkbox"/> No		Is this bond required on the demand of an interested person? <input type="checkbox"/> Yes <input type="checkbox"/> No Who?	
Name and address of court <b>ESSEX COUNTY SURROGATE. NEW JERSEY</b>			
What is the applicant's experience in handling fiduciary responsibilities? <b>NONE.</b>			

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

**4**

REFEREE'S  
 RECEIVER'S  
 TRUSTEE'S BOND

NO FINANCIAL STATEMENT NECESSARY  
HAVE PRINCIPAL SIGN THIS APPLICATION

Plaintiff	Name and address of principal's attorney	
Defendant	Name and location of Court	Applicant's net worth \$

**5**

**COURT BOND OTHER THAN 3 AND 4**

FINANCIAL STATEMENT NECESSARY  
HAVE PRINCIPAL SIGN THIS APPLICATION

Name and location of Court	Name of Defendant
Name and address of attorney	If an Injunction or Restraining Order bond, does applicant anticipate a foreclosure or collection action against him? <input type="checkbox"/> Yes <input type="checkbox"/> No If so, submit for underwriting.
Explain purpose of bond (submit copy of relevant documents)	

**6**

**LICENSE AND PERMIT BOND**

FINANCIAL STATEMENT NECESSARY WHERE STATE IS THE OBLIGEE  
HAVE PRINCIPAL SIGN THIS APPLICATION.

Net worth \$	General liability insurance carried? <input type="checkbox"/> Yes <input type="checkbox"/> No (Give limits)	State license number assigned to applicant, if applicable: #
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**7**

**LOST SECURITIES/ CERTIFICATE OF TITLE BOND**

FINANCIAL STATEMENT NECESSARY  
HAVE PRINCIPAL SIGN THIS APPLICATION

Serial Number and description (Please submit a copy or sample of the form it was on)	Date of instrument	Payable to applicant only? <input type="checkbox"/> Yes <input type="checkbox"/> No If not, who is it payable to?
Are securities endorsed? <input type="checkbox"/> Yes <input type="checkbox"/> No	Describe manner of loss	Has notice of loss been given? <input type="checkbox"/> Yes <input type="checkbox"/> No When? To Whom?
If registered, in whose name?	If a check, has payment been stopped? <input type="checkbox"/> Yes <input type="checkbox"/> No If so, when?	If a deed of trust or note, has either been involved in a lawsuit? <input type="checkbox"/> Yes <input type="checkbox"/> No Was a judgement obtained? <input type="checkbox"/> Yes <input type="checkbox"/> No

Vehicle Make	Vehicle Model	Vehicle Year	Vehicle VIN
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**CNA SURETY**

P.O. Box 5077  
Sioux Falls, South Dakota 57117-5077  
1-800-331-6053  
FAX 1-605-335-0357  
www.cnasurety.com

ESSEX COUNTY FULL TAX REPORT			
TOWNSHIP NEWARK CITY (1614)		Link to FEMA's Website	
PROPERTY INFORMATION			
PROPERTY MAILING ADDRESS	13 POE AVE, NEWARK, NJ 07106		
PROPERTY PHONE			
OWNER NAME	FORESTER, MABLE		
OWNER'S ADDRESS	13 POE AVE, NEWARK, NJ 07106		
OWNER PHONE			
ADDITIONAL LOTS		MAIL CARRIER ROUTE	
BUILDING DESCRIPTION	2.5SF2UG	BLOCK/BLOCK SUFFIX	04183/0000
ACRES	0941	LOT/LOT SUFFIX	00011/0000
LOTSIZE	41X100	QUALIFIER CODE	
YEAR BUILT		TAX PARCEL ID	1614-04183-0000-00011-0000-
TAX INFORMATION			
TAX YEAR	2012	TOTAL TAX	\$6,173
TAX DISTRICT (TOWNSHIP)	14	TAX MAP PAGE	39
TAX ZONE		DEED BOOK	5956
TAX SPECIAL ZONE		DEED PAGE	759
BUILDING CLASS		SALE PRICE	\$170,000
PROPERTY CLASS	2	SALE DATE	12/17/2002
LAND ASSESSMENT	\$46,500	TAX RATE	0
IMPROVEMENT ASSESSMENT	\$139,000	TAX RATIO	67 14
TOTAL TAXABLE ASSESSMENT	\$185,500	CALCULATED TAX AMOUNT	\$6,173 00
SALES INFORMATION			
CURRENT SALE PRICE	\$170,000	PREVIOUS SALE PRICE	\$
CURRENT SALE DATE	12/17/2002	PREVIOUS SALE DATE	
MORTGAGE INFORMATION			
MORTGAGE DATE		MORTGAGE AMOUNT	\$
MORTGAGE HOLDER		ADD MORTGAGE INFO	
PRIOR OWNER		PRIOR DEED BOOK	
PRIOR SALE AMOUNT	\$	PRIOR DEED PAGE	
PRIOR SALE DATE		PRIOR DEED DATE	

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