

Superior Court Clerks office  
Foreclosure Processing Services  
Trenton, N.J 08625

**RECEIVED**

DEC 18 2012

SUPERIOR COURT  
CLERK'S OFFICE

12/05/2012

Re: *In re Application by Franklin Credit Management Corporation To Issue Corrected Notices of Intent to Foreclose on Behalf of Identified Plaintiffs in Uncontested Cases*

*Docket Number F-022940-12*

To whom it may concern,

I am the respondent in this foreclosure matter, and I strongly disagree with the assertion that I am to blame for the default on my mortgage. I am writing to request that my mortgage on the property located at 24 Andrew Street, Old Bridge, N.J. be thoroughly reviewed and hopefully canceled once and for all. Back in 2006 I refinanced an existing mortgage I had and was able to refinance with Tribeca Lending Corporation. My original mortgage was with GMAC. The refinance was done through a broker for Mid Atlantic Capital by the name of Robert Klurfield. I had some credit issues at the time but Mr. Klurfield convinced me that he could help me get approved for a new mortgage which he was able to accomplish. Unfortunately, I became a victim of predatory lending and HUD violations which were confirmed after I spoke with an attorney. Mr. Klurfield submitted my loan application as a "No Doc" loan without my approval, after I had provided him with all the financial information he requested when we sat down to work on the application and at the same time he inflated my income almost \$30,000.00 just so that he could get me approved. On July 12, 2006 I received a FedEx package from Tribeca Lending with a letter that they say should have been signed at the closing and it wasn't. It turns out that it was the "Resource Letter" that had my income inflated. Needless to say I never signed that document because the income listed was not accurate. I tried diligently to work with the mortgage company in order to keep my home but after numerous phone calls and letters sent to them, they still were unwilling to help me. I also contacted the Department of Housing and Urban Development for help. I closed on the Tribeca loan at the end of June 2006, and in September 2006 the servicing rights were transferred to GMAC. So after 2 months of trying to get Franklin to re-do my loan I had to start over with GMAC. Once I started working with GMAC and was beginning to get help, I received a letter dated February 7, 2007 stating that the servicing rights were sold back to Franklin Credit and I was forced to start over. At this point I was already about 7 months behind on the payments and Franklin wanted a substantial amount of money to stop the foreclosure. In 2007 I was referred to an attorney by the name of John G. Lynch, Esq. I contacted the attorney and paid him a retainer of \$1500 to file a complaint against Tribeca/Franklin Credit, but soon after he was disbarred and my complaint was never addressed.

I tried for almost 4 years to get Franklin Credit to lower my interest rate or make my payments more affordable, but this was at the beginning of when the mortgage market began to take a fall. I was unable to get a mortgage anywhere, and I was most likely going to be foreclosed on. Nobody at Franklin Credit Management was willing to help me at this point. I have determined that Franklin Credit was very aware of what was wrong with my mortgage and they didn't want to bring attention to themselves during the mortgage crisis as a company who was "robo-signing" mortgages. I tried everything I could short of actually filing a lawsuit against them. I don't want to do that, I just want this whole ordeal to be put behind me and I want them to take back the house and sell it.

I have attached the following documentation for review before you make your decision.

- 1) Residential Loan Application filled out by Mr. Robert Klurfield of Mid Atlantic Capital along with all provided financial documentation required to process the loan (Paystubs, W-2's, Bank Statements etc.)
- 2) Letter from Tribeca regarding "Resource Letter" which was not signed at closing – indicating an inflated income (document never signed or returned)
- 3) Letters received indicating that the loan was being bounced around from different servicing companies
- 4) Letters and fax correspondence sent to both GMAC and Franklin Credit including the President of Tribeca – none of my letters where ever responded to
- 5) Letter written to Diane Johnson – Acting Field Office Director of the U.S. Department of Housing and Urban Development explaining how I felt I was victimized in this mortgage deal.
- 6) Mediation Request Statement submitted to Tribeca (request was ignored)
- 7) Copy of Attorney Ethics Grievance From filed with Sussex County Court regarding disbarred attorney handling my complaint against Franklin Credit and Mid Atlantic

No person wants to lose their home, but I was left with no options at a time when I really needed help. I would like to move on with my life and put this all behind me I hope that you understand

In May of 2011 I received a notice on the front door of my home stating that the home was being foreclosed and that I had 30 days to vacate the premises or I would be forcibly removed from the property.

Rather than put my 2 young children through the humiliation and embarrassment of being removed from the home that they grew up in, we decided to move voluntarily and vacate the property.

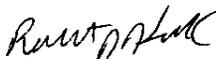
I contacted the mortgage company after we left the property and told them that it was now vacant. I requested a Deed in Lieu of Trust but once again, like everything else, I was denied.

My family and I are now trying to get a fresh start and I hope that there is some way to possibly rescind or cancel this mortgage due to the fact that I was victimized, and nobody would be willing to help me. Please review the letters carefully, they explain everything in detail about what occurred during the processing of this loan. I never wanted it to come to this, I had planned on raising my children in that house.

I think Franklin Credit should be ashamed of itself for not thoroughly checking all loan documents submitted, and instead just "robosigning" on a document that effects another person's future

I sincerely appreciate your time and attention regarding this response.

Regards,  
Robert J Haak





**FRANKLIN CREDIT**  
MANAGEMENT CORPORATION\*

101 Hudson Street, Jersey City, NJ 07302

November 20, 2012

Robert J Haak and Stephanie Haak

401 Rock Bed Court, Unit 2003

Murrells Inlt , SC 29576-9222

*Re. In re Application by Franklin Credit Management Corporation To Issue Corrected Notices of Intent to Foreclose on Behalf of Identified Plaintiffs in Uncontested Cases*

*Docket Number: F-022940-12*

Dear Robert J Haak & Stephanie Haak

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 November 2, 2012 and in compliance with the Supreme Court's opinion in *U.S. Bank N.A. v. Guillaume*, the Honorable Paul Innes, P.J.Ch, Mercer Vicinage gave permission to Franklin Credit 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 is a copy of the Order to Show Cause and the verified complaint (without exhibits) The verified complaint lists the following lenders in the following counts of the verified complaint

Count 1 - Huntington National Bank

Count 2 - Tribeca Lending Corporation

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Hours of Operation Monday - Thursday 8:30 AM - 10:00 PM ET, Friday 8:30 AM - 9:00 PM ET, Saturday 11:00 AM - 3:00 PM ET  
Phone (800) 255-5897 [www.franklincredit.com](http://www.franklincredit.com)



**FRANKLIN CREDIT**  
MANAGEMENT CORPORATION\*

101 Hudson Street, Jersey City, NJ 07302

Count 3 - Wells Fargo Bank, N A

The attachments to the verified complaint, which list the foreclosure actions in which the above-named lenders are the plaintiffs, will be made available on the New Jersey Courts web site at <http://www.judiciary.state.nj.us/>. If you are unsure of the docket number for your foreclosure action, you can access that information on the court's website on the attached exhibits to the verified complaint by entering your name into the automatic search field on the website. If you do not have access to a computer or have trouble locating that information on the Court's website, you can contact David Behler at Franklin Credit at (800) 650-7162 who can assist you with locating the information about your foreclosure action.

#### **Information About the Corrected Notice of Intention to Foreclose**

Also enclosed with this letter is the corrected Notice of Intention to Foreclose. It allows you an additional 30 days in which to cure the default without having to pay the plaintiff's court costs and attorneys' fees. It also sets forth important information about your loan, including information on how you can cure the default; the consequences of failing to cure the default; contact information for the plaintiff; and information about retaining counsel and borrower assistance. If you fail to cure the default by the date set forth in the corrected Notice of Intention to Foreclose, the foreclosure action against you will proceed.

With the passage of time since the foreclosure action was filed against you, the lender on your loan may have changed from the named plaintiff in the foreclosure action. The corrected Notice of Intention to Foreclose lists the name and address of the current lender on your loan.

#### **Questions about the Notice of Intention to Foreclose**

Should you have questions with regard to your loan or the corrected Notice of Intention to Foreclose, please contact David Behler at Franklin Credit at (800) 650-7162. Additional contact information is provided in the corrected Notice of Intention to Foreclose.

If you are represented by an attorney in your foreclosure case, you should notify him or her that you received these papers. These papers are not being sent directly to your attorney if you have one.

#### **How to File an Objection**

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Hours of Operation: Monday - Thursday 8:30 AM - 10:00 PM ET, Friday 8:30 AM - 9:00 PM ET, Saturday 11:00 AM - 3:00 PM ET  
Phone: (800) 255-5897 [www.franklincredit.com](http://www.franklincredit.com)



**FRANKLIN CREDIT**  
MANAGEMENT CORPORATION\*

*101 Hudson Street, Jersey City, NJ 07302*

You have the right to object to the enclosed Order to Show Cause (the process by which the court gave the plaintiff permission to serve the corrected Notice of Intention to Foreclose). To do so, you must file a written objection under the docket number for the Order to Show Cause.

You also have the right to object to the enclosed corrected Notice of Intention to Foreclose. To do so, you must file a written objection under the docket number for the foreclosure action in your individual case.

For either type of objection, you must set forth with specificity the basis of the objection, and file the objection with the Superior Court Clerk's Office at the following address within 30 days:

Superior Court Clerk's Office, Foreclosure Processing Services  
Attention: Objection to Notice of Intention to Foreclose  
P. O. Box 971  
Trenton, New Jersey 08625

You must also serve a copy of the objection on the plaintiff's attorney, Diane Bettino, Esquire, Reed Smith LLP, Princeton Forrestal Village, 136 Main Street, Princeton, New Jersey 08540, and mail a copy of the objection to Judge Paul Innes at 175 South Broad Street, Trenton, New Jersey 08650.

Your personal appearance at the Superior Court Clerk's Office or your local courthouse will not qualify as an objection. A telephone call will not protect your rights; you must file your objection and serve it on the plaintiff's attorney if you want the court to hear your objection to the relief the plaintiff is seeking. If you file a specific written objection, the case will be sent to a Judge for resolution. You will be informed by the Judge of the time and place of the hearing on your objection.

**Questions about Filing an Objection**

Should you have questions related to the procedure for filing an objection, please visit the New Jersey Courts On-Line Self-Help Center at <http://www.judiciary.state.nj.us/prose/index.htm>. You may also contact the Superior Court Clerk's Office at (609) 421-6100, or at [SCCOForeclosureMailbox@judiciary.state.nj.us](mailto:SCCOForeclosureMailbox@judiciary.state.nj.us).

Sincerely,

David Behler

Filed Nov 02, 2012  
Paul Innes, P.J.Ch

**REED SMITH LLP**  
*Formed in the State of Delaware*  
Diane A. Bettino, Esquire  
Princeton Forrestal Village  
136 Main Street, Suite 250  
Princeton, New Jersey 08540  
Tel. (609) 987-0050

Attorneys for Franklin Credit Management  
Corporation

IN RE APPLICATION BY FRANKLIN  
CREDIT MANAGEMENT  
CORPORATION TO ISSUE  
CORRECTED NOTICES OF INTENT  
TO FORECLOSE ON BEHALF OF  
IDENTIFIED FORECLOSURE  
PLAINTIFFS IN UNCONTESTED  
CASES

) SUPERIOR COURT OF NEW JERSEY  
) CHANCERY DIVISION  
) MERCER COUNTY

) DOCKET NO. F -022940-12

) CIVIL ACTION

) ORDER TO SHOW CAUSE  
)  
)  
)

THIS MATTER being brought before the Court by Reed Smith LLP, attorneys for Franklin Credit Management Corporation ("Franklin Credit"), authorized to act on behalf of Foreclosure Plaintiffs in pending foreclosure cases in New Jersey, seeking relief by way of summary action for an Order permitting Franklin Credit to issue corrected Notices of Intent to Foreclose ("NOI") to the defendant mortgagor and/or parties obligated on the debt ("Foreclosure Defendants") in the pending, pre-judgment, uncontested foreclosure cases listed on the Exhibits 1 through 4 to the Verified Complaint ("Corrected NOI List") to include the name and address of the lender, and based upon the New Jersey Supreme Court's decision in US Bank, N.A. v. Guillaume, 209 N.J. 449 (2012), the implementing Order of the New Jersey Supreme Court dated April 4, 2012, and for good cause shown;

It is on this 2nd day of November, 2012 **ORDERED** that the Foreclosure Defendants whose names appear on the Corrected NOI List may appear before the Superior Court at the Mercer County Courthouse, 175 South Broad Street, Trenton New Jersey at 10:00 o'clock, on the 14th day of February, 2013 to object to this Court's Order allowing Franklin Credit to issue corrected NOIs pursuant to this Order to Show Cause.

**AND IT IS FURTHER ORDERED THAT FOR EACH FORECLOSURE ACTION IN WHICH FRANKLIN CREDIT ISSUES A CORRECTED NOI TO A FORECLOSURE DEFENDANT:**

1. Franklin Credit will issue a letter ("Explanatory Letter") to each Foreclosure Defendant in the form attached as Exhibit A to the Verified Complaint. The Explanatory Letter will explain:

- the reasons why the corrected NOI is being served;
- the procedure to follow in the event a Foreclosure Defendant wishes to object to the NOI;
- the individuals to contact with any questions; and
- their right to object to the corrected NOI or their right to cure the default within 30 days of the date of the corrected NOI.

2. Franklin Credit 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 referenced in paragraph 1 above. The corrected NOI will exclude attorneys' fees and foreclosure costs that have been incurred in the pending foreclosure cases. In accordance with the servicing guidelines and as required by N.J.S.A. 2A:50-56(e), the Explanatory Letter and corrected NOI will be sent by Franklin Credit, the servicing agent.

3. Franklin Credit will serve the corrected NOI, the Explanatory Letter, the Verified Complaint without the attached Exhibits and a copy of this Order to Show Cause (collectively, the "OSC Package"), via certified mail, return receipt requested and regular mail at the last known address of the Foreclosure Defendant.

4. A copy of Franklin Credit's complete application to this Court shall be loaded onto the New Jersey Courts website within 5 days of the date of this Order where it will be available for review by the general public at the website link – <http://www.judiciary.state.nj.us/> and all attachments will be provided in searchable PDF files.

5. In addition to providing service of the OSC Package by certified and regular mail, Franklin Credit will, within 2 days prior to December 5, 2012, provide publication notice two (2) times in each of the following four (4) daily newspapers in a manner consistent with similar legal notices: (1) The Star Ledger; (2) The Bergen Record; (3) The Press of Atlantic City; and (4) The Courier Post.

6. Franklin Credit shall file with the Court its proof of service of the OSC Package on Foreclosure Defendants on the Corrected NOI List in the manner consistent with this Order no later than nine (9) days before the return date

7. You [Foreclosure Defendants] have the right to object in this proceeding to this Order to Show Cause (the process by which this Court gave Franklin Credit permission to serve the corrected NOI). To do so, you must file a written objection under the docket number listed

on the first page of this Order for this case. You must set forth with specificity the basis for your objection and file your objection with the Superior Court Clerk's Office at the following address on or before January 7, 2013.

Superior Court Clerk's office, Foreclosure Processing Services  
Attention: Objection to Notice of Intention to Foreclose  
P.O. Box 971  
Trenton, New Jersey 08625

You must also serve a copy of the objection on Franklin Credit's attorney, Diane A. Bettino, Esquire at Reed Smith LLP, Princeton Forrestal Village, 136 Main Street, Princeton, New Jersey 08540, and mail a copy of your objection to Judge PAUL INNES at the Superior Court of New Jersey, Mercer County Courthouse, 175 South Broad Street, Trenton, New Jersey 08650.

8. You [Foreclosure Defendants] also have the right to object to the corrected NOI that you will receive. You will also have 30 days from service of the OSC Package to cure your default. If you object to any of the contents of your corrected NOI, you must file a written objection under the docket number for your foreclosure action. If you are unsure of the docket number for your foreclosure action, you can access that information on the Court's website on the attached exhibits to the verified complaint or by calling the Franklin Credit representative listed on the Explanatory Letter that will be sent with the corrected NOI. You must set forth with specificity the basis for your objection and file your objection with the Superior Court Clerk's Office at the following address on or before January 7, 2013.

Superior Court Clerk's Office, Foreclosure Processing Services  
P.O. Box 971  
Trenton, New Jersey 08625

You must also serve a copy of the objection on Franklin Credit's attorney, Diane A. Bettino, Esquire at Reed Smith LLP, Princeton Forrestal Village, 136 Main Street, Princeton, New Jersey

08540, and mail a copy of your objection to Judge PAUL INNES at the Superior Court of New Jersey, Mercer County Courthouse, Trenton, New Jersey 08650.

9. Franklin Credit may file and serve any written reply to any opposition papers received by January 22, 2013. The reply papers must be filed with the Clerk of the Superior Court in Mercer County, with a copy to Judge PAUL INNES and to each Foreclosure Defendant who filed an opposition.

10. If you cannot afford an attorney, you may call the Legal Services office in the county in which you live. A list of these offices is provided with the corrected NOI.

11. A proposed form of order addressing the relief sought on the return date (along with a self-addressed return envelope with return address and postage) must be submitted to the Court by Franklin Credit no later than nine (9) days before the return date.

12. The Court will entertain argument, but not testimony, on the return date of the Order to Show Cause.

13. In the event a foreclosure action has been suspended or stayed as a result of a bankruptcy filing, the OSC Package shall not be sent unless and until the stay is lifted. In such circumstances, the following procedure shall be used. Franklin Credit shall mail the OSC Package within 45 days of the lifting of the stay of the foreclosure action. You [Foreclosure Defendants] will have 30 days in which to object to the corrected NOI or 30 days from service of the OSC Package to cure your default. Any objections to the relief set forth in this Order to Show Cause shall be made in writing to the Court in the County in which your foreclosure action is pending. You must also send a copy of your written papers to Franklin Credit's attorneys, Diane A. Bettino, Esquire, Reed Smith LLP, Princeton Forrestal Village, 136 Main Street,

Princeton, New Jersey 08540, or the Court handling your foreclosure action will not be able to consider your objection.

A handwritten signature in cursive script, appearing to read "Paul Innes".

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PAUL INNES, P.J. Ch.



## Uniform Residential Loan Application

This application is designed to be completed by the applicant(s) with the Lender's assistance. Applicants should complete this form as "Borrower" or "Co-Borrower", as applicable. Co-Borrower information must also be provided (and the appropriate box checked) when  the income or assets of a person other than the "Borrower" (including the Borrower's spouse) will be used as a basis for loan qualification or  the income or assets of the Borrower's spouse or other person who has community property rights pursuant to state law will be used as a basis for loan qualification, but his or her liabilities must be considered because the spouse or other person has community property rights pursuant to applicable law and Borrower resides in a community property state. The security property is located in a community property state or the Borrower is relying on other property located in a community property state as a basis for repayment of the loan.

If this is an application for joint credit, Borrower and Co-Borrower each agree that we intend to apply for joint credit (sign below)

Borrower		Co-Borrower	
<b>TYPE OF MORTGAGE AND TERMS OF LOAN</b>			
Mortgage Applied for: <input type="checkbox"/> VA <input type="checkbox"/> FHA		<input checked="" type="checkbox"/> Conventional <input type="checkbox"/> Other (explain) _____ <input type="checkbox"/> USDA/Rural Housing Service	
Amount \$ 238,380		Interest Rate 12.999 %	No. of Months 360/360
		Amortization Type: <input type="checkbox"/> Fixed Rate <input type="checkbox"/> Other (explain) _____ <input type="checkbox"/> GPM <input checked="" type="checkbox"/> ARM (type) _____	
<b>PROPERTY INFORMATION AND PURPOSE OF LOAN</b>			
Subject Property Address (street, city, state, & ZIP) 24 ANDREW STREET, Old Bridge, NJ 08857 County: Middlesex			No. of Units 1
Legal Description of Subject Property (attach description if necessary) COPY OF DEED			Year Built 1988
Purpose of Loan: <input type="checkbox"/> Purchase <input type="checkbox"/> Construction <input type="checkbox"/> Other (explain) _____		Property will be: <input checked="" type="checkbox"/> Primary Residence <input type="checkbox"/> Secondary Residence <input type="checkbox"/> Investment	
<input checked="" type="checkbox"/> Refinance <input type="checkbox"/> Construction-Permanent (loan)			
Complete this line if construction or construction-permanent loan.			
Year Lot Acquired	Original Cost	Amount Existing Liens	(a) Present Value of Lot
	\$	\$	\$
			(b) Cost of Improvements
			\$
Total (a+b) \$			
Complete this line if this is a refinance loan.			
Year Acquired	Original Cost	Amount Existing Liens	Purpose of Refinance
1998	\$ 155,000	\$	Cash-Out/Debt Consolidation Cost \$
Title will be held in what name(s) ROBERT HAAK STEPHANIE HAAK		Manner in which title will be held Joint tenants	
Source of Down Payment, Settlement Charge and/or Subordinate Financing (explain) Equity from Subject Property		Estate will be held in <input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold (see separate deed)	
<b>BORROWER INFORMATION</b>			
Borrower's Name (include Jr. or Sr. if applicable) ROBERT J HAAK		Co-Borrower's Name (include Jr. or Sr. if applicable)	
Social Security Number	Home Phone (incl. area code)	DOB (mm/dd/yyyy)	Yrs. & School
085-60-4309	732-497-0364	07/26/1964	12
<input checked="" type="checkbox"/> Married <input type="checkbox"/> Unmarried (include single, divorced, widowed)		<input type="checkbox"/> Married <input type="checkbox"/> Unmarried (include single, divorced, widowed)	
Dependents (not listed by Co-borrower) no 0 ages		Dependents (not listed by Borrower) no ages	
Present Address (street, city, state, ZIP) <input type="checkbox"/> Own <input type="checkbox"/> Rent _____ No Yrs		Present Address (street, city, state, ZIP) <input type="checkbox"/> Own <input type="checkbox"/> Rent _____ No Yrs	
24 ANDREW STREET Old Bridge, NJ 08857			
Mailing Address, if different from Present Address		Mailing Address, if different from Present Address	
If residing at present address for less than two years, complete the following:			
Former Address (street, city, state, ZIP) <input type="checkbox"/> Own <input type="checkbox"/> Rent _____ No Yrs		Former Address (street, city, state, ZIP) <input type="checkbox"/> Own <input type="checkbox"/> Rent _____ No Yrs	
Former Address (street, city, state, ZIP) <input type="checkbox"/> Own <input type="checkbox"/> Rent _____ No Yrs		Former Address (street, city, state, ZIP) <input type="checkbox"/> Own <input type="checkbox"/> Rent _____ No Yrs	



**VI ASSETS AND LIABILITIES**

This Statement and any applicable supporting schedules may be completed jointly by both named and unmarried Co-Borrowers if their assets and liabilities are substantially joint or that the Statement can be truthfully and fairly presented on a combined basis; otherwise, separate Statements and Schedules are required. If the Co-Borrower section was completed about a non-applicant spouse or other person, this Statement and supporting schedules must be completed by that spouse or other person also.

Completed  Jointly  Not Jointly

ASSETS	Cost or Market Value	LIABILITIES	Monthly Payment & Months Left to Pay	Unpaid Balance
Cash deposit toward purchase held by	\$			
List checking and savings accounts below (Name and address of Bank, S&L, or Credit Union)		Name and address of Company		
01K 43 700 X 70% = 30,100		GMAC MORTGAGE CORP		
		Acct. no. 497347807	* (1,681) / 271	151,978
Acct. no. 38,100		Name and address of Company		
Name and address of Bank, S&L, or Credit Union		CHAMPION MORTGAGE		
WASHINGTON MUTUAL		Acct. no. 201881073	* (474) / 182	36,899
Acct. no. 1,000		Name and address of Company		
Name and address of Bank, S&L, or Credit Union		CITI AUTO		
		Acct. no. 2855318701	428 / 69	19,989
Acct. no.		Name and address of Company		
Stocks & Bonds (Company name/number description)		AMEX (PAID OFF, BAL WAS 3,766, PMT WAS 113)		
		Acct. no. -03886477002390091		
Life Insurance net cash value		Name and address of Company		
CBUSA		CCB GRAY DPB CENTER		
GRAY, TN 37816		Acct. no. 8038320018962405	* 68	2,768
Subtotal Liquid Assets	\$ 31,100	Name and address of Company		
Real estate owned (enter market value from schedule of real estate owned)	\$ 386,000	CAP ONE BK		
Unpaid interest in retirement fund	\$	PO BOX 86370		
Unpaid worth of business(es) owned (attach financial statement)	\$	RICHMOND, VA 23268		
Unpaid worth of business(es) owned (attach financial statement)	\$	Acct. no. 43884219947	* 18	634
Automobiles owned (make and year)	\$	Alimony/Child Support/Separate Maintenance Payments Owed to		
Other Assets (itemize)	\$	Job-Related Expense (child care union dues etc.)		
		Total Monthly Payments	\$ 443	
<b>Total Assets a</b>	<b>\$ 397,100</b>	<b>Total Liabilities b</b>	<b>\$ 232,139</b>	

Schedule of Real Estate Owned (if additional properties are owned, use continuation sheet)

Property Address (enter S if sold, PS if pending sale or R if rental being held for income)	Type of Property	Present Market Value	Amount of Mortgage & Liens	Gross Rental Income	Mortgage Payments	Insurance, Maintenance, Taxes & Misc	Net Rental Income
24 ANDREW STREET Old Bridge, NJ 08857	PRIMARY RESIDENCE	360,000	205,333		2,368	724	
<b>Totals</b>		<b>\$ 360,000</b>	<b>\$ 205,333</b>		<b>\$ 2,368</b>	<b>\$ 724</b>	

List any additional names under which credit has previously been received and indicate appropriate creditor name(s) and account number(s)

Alternate Name	Creditor Name	Account Number

Continuation Sheet Residential Loan Application		
Use this continuation sheet if you need more space to complete the Residential Loan Application. Mark B for Borrower or C for Co-Borrower.	Borrower <b>ROBERT J HAAK</b>	Agency Case Number
	Co-Borrower	Lender Case Number

ASSETS AND LIABILITIES				
ASSETS	Cash or Market Value	LIABILITIES	Monthly Payment & Months Left to Pay	Unpaid Balance
Name and address of Bank, S&L, or Credit Union		Name and address of Company	\$ Payt./Moa	\$
		CHLD/CBUSA PO BOX 8002 SIOUX FALLS, SD 57117		
Acct. no.	\$	Acct. No. 801184413048830	14	891
Name and address of Bank, S&L, or Credit Union		Name and address of Company	\$ Payt./Moa	\$
		HSBC NY		
Acct. no.	\$	Acct. No. 080900340647	21	531
Name and address of Bank, S&L, or Credit Union		Name and address of Company	\$ Payt./Moa	\$
		HSBC NY (DUPLICATE) PO BOX 88708 LAS VEGAS, NV 89183		
Acct. no.	\$	Acct. No. 870001908818		
Name and address of Bank, S&L, or Credit Union		Name and address of Company	\$ Payt./Moa	\$
		ARROW FINANCIAL SERVIC 3998 W TOUCHY AVE NILES, IL 60714		
Acct. no.	\$	Acct. No. 34018428	0	468
Name and address of Bank, S&L, or Credit Union		Name and address of Company	\$ Payt./Moa	\$
		HSBC/RS		
Acct. no.	\$	Acct. No. 180604-6000327874	14	480
Name and address of Bank, S&L, or Credit Union		Name and address of Company	\$ Payt./Moa	\$
		IC SYSTEM INC PO BOX 64378 SAINT PAUL, MN 55164		
Acct. no.	\$	Acct. No. 4263383882	0	403
Name and address of Bank, S&L, or Credit Union		Name and address of Company	\$ Payt./Moa	\$
		GEMBI/JCP		
Acct. no.	\$	Acct. No. 800289197413	15	287
I've fully understood that it is a Federal crime punishable by fine or imprisonment or both to knowingly make any false statements concerning any of the above facts as applicable under the provisions of Title 18, United States Code, Section 1001, et seq.				
Borrower's Signature <input checked="" type="checkbox"/>		Date	Co-Borrower's Signature <input checked="" type="checkbox"/>	

**Continuation Sheet/Residential Loan Application**

If to the continuation sheet if you need more space to complete the Residential Loan Application, Mark B for Borrower or C for Co-Borrower.	Borrower: <b>ROBERT J HAAK</b>	Agency Case Number
	Co-Borrower:	Lender Case Number

ASSETS		LIABILITIES		Monthly Payment & Months Left to Pay	Unpaid Balance
Cash or Market Value		Name and address of Company		\$ Pay/Mos	\$
Name and address of Bank, S&L, or Credit Union Acct. No.		Name and address of Company VERIZON NEW JERSEY INC PO BOX 185018 COLUMBUS, OH 43218			
		Name and address of Company VERIZON NJ (DUPLICATE)			188
		Name and address of Company VERIZON NEW JERSEY INC PO BOX 185018 COLUMBUS, OH 43218			
		Name and address of Company VERIZON NJ (DUPLICATE)			180
		Name and address of Company COLLECTION PO BOX 358999 DALLAS, TX 75235			
		Name and address of Company G C SERVICES			131
		Name and address of Company E PARTNER ME 1875 S STATE STREET STE T-100 OREM, UT 84097			106
					70

I/we fully understand that it is a Federal crime punishable by fine or imprisonment or both to knowingly make any false statements concerning any of the above facts as applicable under the provisions of Title 18 United States Code, Section 1001, et seq.

Borrower's Signature	Date	Co-Borrower's Signature	Date
		X	

**Continuation Sheet/Residential Loan Application**

As the condition of my loan, I agree to provide the following information to the lender for its use in connection with the loan.

**Borrower:** ROBERT J MAH  
**Co-Borrower:**

Agency Case Number: \_\_\_\_\_  
 Lender Case Number: \_\_\_\_\_

ASSETS	LIABILITIES	Monthly Payment & Amount Left to Pay	Unpaid Balance
Name and address of Bank, S&L, or Credit Union	Name and address of Company	Pay/Mos	Pay/Mos
Acc No. _____ Name and address of Bank, S&L, or Credit Union 2811 MAIN ST IRVINE, CA 92614	Acc No. GE MATTERS-180538 Name and address of Company PERFORMANCE CAPITAL INC (DUPLICATE) 222 S HARBOR BLVD BTE 40 ANAHEIM, CA 92805	\$ Pay/Mos	\$
Acc No. _____ Name and address of Bank, S&L, or Credit Union VERIZON NEW JERSEY INC PO BOX 18019 COLUMBUS, OH 43218	Acc No. 18024854 Name and address of Company VERIZON NJ 218 S YORK ST COLUMBUS, OH 43212	\$ Pay/Mos	\$
Acc No. _____ Name and address of Bank, S&L, or Credit Union FASHION BLDG	Acc No. 607038387 Name and address of Company FASHION BLDG	\$ Pay/Mos	\$
Acc No. _____ Name and address of Bank, S&L, or Credit Union AMBOY BANK (HOLDC)	Acc No. 6041651822418 Name and address of Company AMBOY BANK (HOLDC)	\$ Pay/Mos	\$
Acc No. _____ Name and address of Bank, S&L, or Credit Union	Acc No. _____ Name and address of Company	\$ Pay/Mos	\$

I, the undersigned, am the owner of the property described herein.  
 I, the undersigned, am not the owner of the property described herein, but I am authorized to execute this document on behalf of the owner.  
 I, the undersigned, am the owner of the property described herein, and I am authorized to execute this document on behalf of the owner.  
 I, the undersigned, am not the owner of the property described herein, but I am authorized to execute this document on behalf of the owner.

Date: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Co-Borrower's Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_

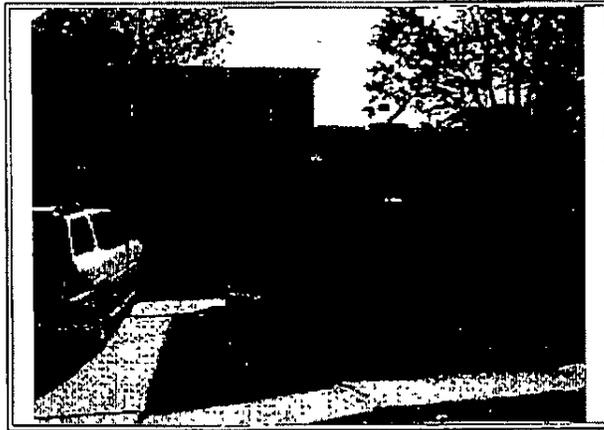
Form 1001 (Rev. 10/01)



DELOSSO APPRAISAL

060105  
File No. 080195

APPRAISAL OF



LOCATED AT.

24 Andrew Street  
Old Bridge Twp, NJ 08857-2212

FOR.

Mid Atlantic Capital  
1800 Route 34, unit 4  
suite 406, NJ 07719

BORROWER:

Haak, Robert & Stephanie

AS OF.

May 6, 2006

BY.

ROBERT DELROSSO

DELROSSO APPRAISAL

080195  
File No. 060185

05/06/2006

Mid Atlantic Capital  
Mid Atlantic Capital  
1800 Route 34 unit 4  
suite 408, NJ 07719

File Number: 060185

In accordance with your request, I have personally inspected and appraised the real property at

24 Andrew Street  
Old Bridge Twp, NJ 08857-2212

The purpose of this appraisal is to estimate the market value of the subject property, as improved  
The property rights appraised are the fee simple interest in the site and improvements

In my opinion the estimated market value of the property as of May 6, 2006 is

\$365,000  
Three Hundred Sixty-Five Thousand Dollars

The attached report contains the description, analysis and supportive data for the conclusions,  
final estimate of value, descriptive photographs, limiting conditions and appropriate certifications

  
ROBERT DELROSSO



DelRosso Appraisal

Uniform Residential Appraisal Report

060195  
File No. 060195

The value is **10** comparable properties currently offered for sale in the subject neighborhood ranging in price from \$ 369,000 to \$ 519,900  
 The value is **B** comparable sales in the subject neighborhood within the past twelve months ranging in price from \$ 340,000 to \$ 439,000

FEATURE	SUBJECT	COMPARABLE SALE NO. 1	COMPARABLE SALE NO. 2	COMPARABLE SALE NO. 3
2 <sup>nd</sup> Andrew Street	41 Throckmorton Lane	12 Margaret Street	20 Holy Street	
Address	Old Bridge Twp	Old Bridge Twp	Old Bridge Twp	
Property in Subject	0.45 miles ESE	0.41 miles SE	0.14 miles NW	
Sale Price	Refinance 370,000	369,000	372,000	
Sale Price/Gross L <sub>1</sub> Area	0.00 sq ft	222.42 sq ft	259.87 sq ft	
Date of Source(s)	Inspection 06/09/08	Mis#606543/Closed	Mis#603313/Closed	Mis#603320/Closed
Verification Source(s)	50 DOM	87 DOM	11 DOM	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	DESCRIPTION	DESCRIPTION
Style of Financing	Conventional	Conventional	Conventional	Conventional
Co-terminations	None known	None known	None known	None known
Date of Sale/Time	01/30/2008	12/28/2006	11/9/2005	
Location	Average	Average	Average	Average
Legal Description	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Size	6500 Sq Ft	8255 sq ft	7410 sq ft	7128 sq ft
View	Average	Average	Average	Average
Design (Style)	Split level	Split level	Split level	Split level
Quality of Construction	Average	Average	Average	Average
Actual Age	48 +/- Years	48 +/- Yrs	48 +/- Yrs	48 +/- Yrs
Condition	Average	Average	Average	Average
At grade	7 3 1 5	7 3 1 5	8 3 1 5	8 3 1 5
Condition	1,437 sq ft	1,075 sq ft	1,659 sq ft	1,437 sq ft
Partial/Finished	Partial	Partial	Crawl	Partial
Below grade	Unfinished	Finished	None	Unfinished
Utility	Average	Average	Average	Average
Heating	FWA C/Air	FWA C/Air	FWA C/Air	FWA C/Air
Energy Efficient	None	None	None	None
Garage	1 Car Garage	1 Car Garage	Driveway	Driveway
Patio/Deck	Patio	Similar	Similar	Similar
Other	None	None	Fp	None
Net Adjustment (Total)		8,330	230	4,500
Adjusted Sale Price	Net Adj. -2.33%	361,670	Net Adj. 0.11%	369,230
Weight	2.33%	361,670	5.1%	369,230

I did not research the title or transfer history of the subject property and comparable sales. If not, explain.

I did not research the title or transfers of the subject property for the three years prior to the effective date of this appraisal.

I did not research the title or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.

I did not research the title or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.

ITEM	SUBJECT	COMPARABLE SALE NO. 1	COMPARABLE SALE NO. 2	COMPARABLE SALE NO. 3
Date of Prior Sale/Transfer	None noted last 3 years	None noted last 1 year	None noted last 1 year	None noted last 1 year
Date of Prior Sale/Transfer	0	0	0	0
Date of Source(s)	SR1A records	SR1A records	SR1A records	SR1A records
Effective Date of Data Source(s)	Current	Current	Current	Current

In regard to prior sale or transfer history of the subject property and comparable sales: Subject and comparables have not transferred ownership for the duration of time noted above.

**Summary of Sales Comparison Approach:** Market Analysis indicates the above closed sales to be the most similar to the subject property. Sale 3 of ability exceeds the 6 month time parameter but is considered to be a strong value indicator due to the areas stability. Sale 4 is in inferior condition as it was an As-is sale per MLS. Gross living area differences are adjusted at \$35 per square foot which is considered to be both reasonable and practical. All other adjustments are considered to be self explanatory.

Indicated Value by Sales Comparison Approach: **365,000**  
 Indicated Value by Sales Comparison Approach: **365,000** Cost Approach (if available) 352,400 Income Approach (if available) N/A  
 This appraisal is not based on a minimum valuation, a specific valuation or the approval of a loan. All weight is placed on the MDA. Square footage for all comparables 1 and 2 is derived from SR1A records. All others are estimated.

This appraisal is made  "as is"  subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed.  subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or  subject to the following required repairs on the extraordinary assumption that the condition or deficiency does not require alteration or repair. This appraisal is made "as is". No pending conditions are noted. Subject is ground level and a termite inspection may be required.

Based on a complete visual inspection of the interior and exterior areas of the subject property defined scope of work, statement of assumptions and limiting conditions and appraiser's certification, my (our) opinion of the market value, as defined of the real property that is the subject of this report is \$ **365,000**  
 as of **05/06/2008** which is the date of inspection and the effective date of this appraisal.

DelRosso Appraisal  
Uniform Residential Appraisal Report

D60195  
FR No 060195

Provide complete information for the appraiser to explain the below and discuss any conditions  
Support for the opinion of site value (summary of comparable sales or other methods for estimating site value)

ESTIMATED	REPRODUCTION COST	<input checked="" type="checkbox"/> REPLACEMENT COST NEW	OPINION OF SITE VALUE	- \$	200,000
Source of cost data Marshall & Swift			Quotient	1,437 Sq. Ft. @ \$	110.00
Quality (price type cost service Avg)	Effective date of cost data Client	BSMT 486	Sq. Ft. @ \$	50.00	24,300
Comments on Cost Approach (gross from area categories, depreciation, etc.)			Change/Comp. 242	Sq. Ft. @ \$	45.00
I and value is determined with help from the tax assessment. The estimated remaining economic life of the subject is 40-45 years			Total Estimate of Cost-New		183,280
I and value in excess of 30% is common in the area and caused by a lack of available vacant land and area desirability.			Less Depreciation 25%		48,315
			Depreciation		134,965
			Adjusted Value of Site Improvements		7,500
I suggested items being compared to HUD and VA only			INDICATED VALUE BY COST APPROACH		352,400
I calculated Monthly Market Rent \$			Gross Rent Multiplier	0.00	- \$
I verified the Income Approach (including support for market rent and GRM)			N/A		Indicated Value by Income Approach

**PROJECT INFORMATION FOR HUD/VA PURPOSES**

Is the project/property in control of the Homeowners' Association (HOA)?  Yes  No Unit type(s)  Detached  Attached

Provide the following information for HUD/VA ONLY if the development is in control of the HOA and the subject property is an attached dwelling unit

Total number of projects \_\_\_\_\_ Total number of units \_\_\_\_\_

Total number of units related \_\_\_\_\_ Total number of units for sale \_\_\_\_\_

Has the project/property been converted into a PUD?  Yes  No If Yes, date of conversion \_\_\_\_\_

Were the project/property multi-unit units?  Yes  No (See source(s)) \_\_\_\_\_

Are the units, common elements, and recreation facilities complete?  Yes  No If No, describe the status of completion \_\_\_\_\_

Are the common elements leased to or by the Homeowners' Association?  Yes  No If Yes, describe the rental terms and conditions \_\_\_\_\_

Describe common elements and recreational facilities **N/A The subject is not a PUD**

DeRusso Appraisal

## Uniform Residential Appraisal Report

060195  
File No. 060195

This report form is designed to report an appraisal of a one-unit property or a one-unit property with an accessory unit, including a unit in a planned unit development (PUD). This report form is not designed to report an appraisal of a manufactured home or a unit in a condominium or cooperative project.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

**SCOPE OF WORK.** The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

**INTENDED USE.** The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

**INTENDED USER.** The intended user of this appraisal report is the lender/client.

**DEFINITION OF MARKET VALUE:** The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated, (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto, and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

\*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

**STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS.** The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.
6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

DeRusso Appraisal

## Uniform Residential Appraisal Report

060165  
File No 060106**APPRAISER'S CERTIFICATION:** The Appraiser certifies and agrees that:

- 1 I have, at a minimum, developed and reported the appraisal in accordance with the scope of work requirements stated in this appraisal report.
- 2 I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.
- 3 I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
- 4 I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.
- 5 I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
- 6 I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
- 7 I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
- 8 I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.
- 9 I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
- 10 I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
- 11 I have knowledge and experience in appraising this type of property in this market area.
- 12 I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
- 13 I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
- 14 I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered those adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
- 15 I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
- 16 I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
- 17 I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
- 18 My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
- 19 I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
- 20 I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

**Robert Haak**  
24 Andrew St.  
Old Bridge, NJ 08857

June 2, 2006

To Whom It May Concern:

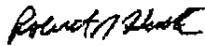
I am writing about the debt consolidation mortgage refinancing for which I have applied on May 11, 2006.

I intend to have the following debts paid off by this refinancing:

Debt	Approx. Balance
1 <sup>st</sup> Mortgage GMAC	\$152,000
Champion Mortgage	37,000
Amboy Bank Home Equity	16,500
Citi Bank Credit Card	2,708
Capital One Credit Card	634
Citi Bank Credit Card	601
Arrow Financial Services	466
IC System Inc	403
JC Penney	257

In addition to the balances being paid off as shown above, I expect to have about \$11,000 in cash out from the refinancing. I intend to use this additional cash to provide a cushion for my regular monthly expenses.

Sincerely,



Robert Haak

DelRosso Appraisal

Uniform Residential Appraisal Report

060195  
Form No. 080196

- 21 The lender/client may disclose or distribute this appraisal report to the borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, other secondary market participants, data collection or reporting services, professional appraisal organizations, any department, agency, or instrumentality of the United States and any state, the District of Columbia, or other jurisdictions, without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).
- 22 I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.
- 23 The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.
- 24 If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.
- 25 Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1501, et seq., or similar state laws.

**SUPERVISORY APPRAISER'S CERTIFICATION:** The Supervisory Appraiser certifies and agrees that:

- 1 I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
- 2 I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
- 3 The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
- 4 This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
- 5 If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

**APPRAISER**

Signature *Robert DelRosso*  
 Name ROBERT DELROSSO  
 Company Name Del Rosso Appraisal  
 Company Address 736 Barron Avenue  
Woodbridge, NJ 07095  
 Telephone Number 732-726-0784  
 Email Address delrossoappraisal@comcast.net  
 Date of Signature and Report 05/25/2006  
 Effective Date of Appraisal 05/08/2006  
 State Certification # \_\_\_\_\_  
 or State License # 42RA00053600  
 or Other (describe) \_\_\_\_\_ State # \_\_\_\_\_  
 State NJ  
 Expiration Date of Certification or License 12/31/2007

**ADDRESS OF PROPERTY APPRAISED**  
34 Andrew Street  
Old Bridge Twp, NJ 08857-2212

APPRAISED VALUE OF SUBJECT PROPERTY \$ 365,000

**LENDER/CLIENT**

Name \_\_\_\_\_  
 Company Name Mid Atlantic Capital  
 Company Address 1800 Route 34, unit 4  
Little 406, NJ 07719  
 E-mail Address \_\_\_\_\_

**SUPERVISORY APPRAISER (ONLY IF REQUIRED)**

Signature \_\_\_\_\_  
 Name \_\_\_\_\_  
 Company Name \_\_\_\_\_  
 Company Address \_\_\_\_\_  
 Telephone Number \_\_\_\_\_  
 Email Address \_\_\_\_\_  
 Date of Signature \_\_\_\_\_  
 State Certification # \_\_\_\_\_  
 or State License # \_\_\_\_\_  
 State \_\_\_\_\_  
 Expiration Date of Certification or License \_\_\_\_\_

**SUBJECT PROPERTY**

Did not inspect subject property  
 Did inspect exterior of subject property from street  
 Date of Inspection \_\_\_\_\_  
 Did inspect interior and exterior of subject property  
 Date of Inspection \_\_\_\_\_

**COMPARABLE SALES**

Did not inspect exterior of comparable sales from street  
 Did inspect exterior of comparable sales from street  
 Date of Inspection \_\_\_\_\_

DeiRusso Appraisal

Uniform Residential Appraisal Report

060195

File No 060195

FEATURE	SUBJECT	COMPARABLE SALE NO. 1	COMPARABLE SALE NO. 2	COMPARABLE SALE NO. 3
Address	24 Andrew Street Old Bridge Twp	22 Andrew Street Old Bridge Twp		
Proximity to Subdiv		0.00 miles S		
Sale Price	Refinance	340,000		
Sale Price/Gross Liv. Area	0.00 sq. ft.	234.48 sq. ft.		
Date Source(s)	Inspection	MIR#613540/Closed		
View/Access Source(s)		19 DOM		
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+/- Adjustment	DESCRIPTION
Style or Finishing	Conventional	Conventional		
Condition	None known	None known		
Day of Construction	04/28/2006			
Location	Average	Average		
Legal/Title/Enc. Status	Fee Simple	Fee Simple		
Site	6500 Sq. Ft.	6500 sq. ft.		
View	Average	Average		
Bed up/Level	Split level	Split level		
Quality of Construction	Average	Average		
Age of App	48 +/- Years	48 +/- Yrs		
Basement	Average	Inferior	15,000	
Above Grade				
Rooms Covered	7 3 1 5	7 3 1 5		
Car's Living Area	35 1,437 sq. ft.	1,450 sq. ft.		
Basement & Finished	Partial 1486 Sq Ft.	Partial		
Room on Below Grade	Unfinished	Unfinished		
Functional Utility	Average	Average		
Heating/Cooling	FWA C/Air	FWA C/Air		
Energy Efficient Items	None	None		
Garage/Carport	1 Car Garage	1 Car Garage		
Patio/Porch	Patio	Similar		
Other	None	None		
Net Adjustment (Total)		(X) 15,000	(X) 0	(X) 0
Adjusted Sale Price		355,000	0	0
GC Commission				
CFM				
Date of Prior Sale/Transfer	None noted last 3 years	None noted last 1 year		
Price of Prior Sale/Transfer	0			
Date Source(s)	SR1A records	SR1A records		
Effective Date of Data Source(s)	Current	Current		
Summary of Sales Comparison Approach				

**ADDENDUM**

Borrower: <u>Heak, Robert &amp; Stephanie</u>	File No: <u>060195</u>
Property Address: <u>24 Andrew Street</u>	Case No: <u>060195</u>
City: <u>Old Bridge Twp</u>	State: <u>NJ</u> Zip: <u>08857-2212</u>
Lender: <u>Mid Atlantic Capital</u>	

**Neighborhood Boundaries**

The subject property is bounded by the north by Melwan Old Bridge Rd, east by Stevens Ave, south by Tryckmonon Ln and west by Seneca St. The subject's area, within several blocks in any direction, is homogeneous in style and utility to residential dwellings. This area is local to commuter lines, neighborhood commercial convenience, schools and houses of worship.

**Neighborhood Description**

The subject is located in a neighborhood consisting of primarily of detached single family that vary in design, style, and size. All residential amenities and employment facilities are considered to be local or easily accessible by the major arteries in the area. Commercial properties in the area are considered to be mostly convenience in nature and not detrimental. Employment stability and appeal appear to be average. Future marketability should be satisfactory.

**Neighborhood Market Conditions**

A strong population base throughout the city results in a strong rental market with little vacancy. Marketing times are generally 1 to 6 months. Conventional and government loans are available at rates most purchasers consider to be attractive. This area has experienced increasing property values but appear to be stabilizing. Supply and demand appear to be in balance.

**Adverse Site Conditions**

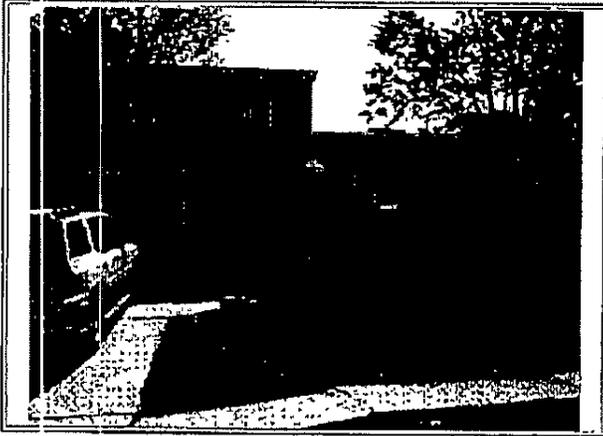
No easements, encroachments, or adverse conditions noted. This site is considered to be typical of the area.

Lot dimensions are obtained from city tax records. No survey was available for review.

Any easements, restrictions, or covenants uncovered through a title search, legal opinion or property survey should be submitted to the appraiser for consideration. The appraiser reserves the right to analyze all such information and amend the appraised value if necessary.

SUBJECT PROPERTY PHOTO ADDENDUM

Borrower: Haak, Robert & Stephanie	File No. 060105
Property Address: 24 Andrew Street	Case No. 060105
City: Old Bridge Twp	State: NJ
Lender: Mid Atlantic Capital	Fax: 08857-2212

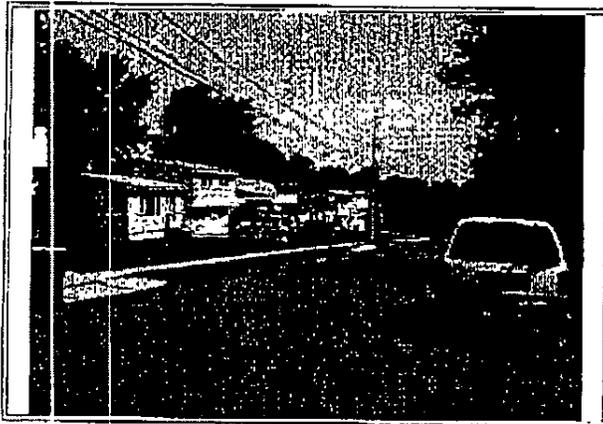


FRONT VIEW OF  
SUBJECT PROPERTY

Appraised Date: May 8, 2006  
Appraised Value: \$ 365,000



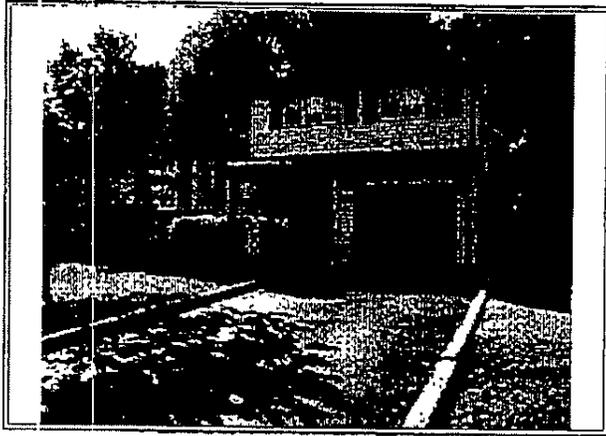
REAR VIEW OF  
SUBJECT PROPERTY



STREET SCENE

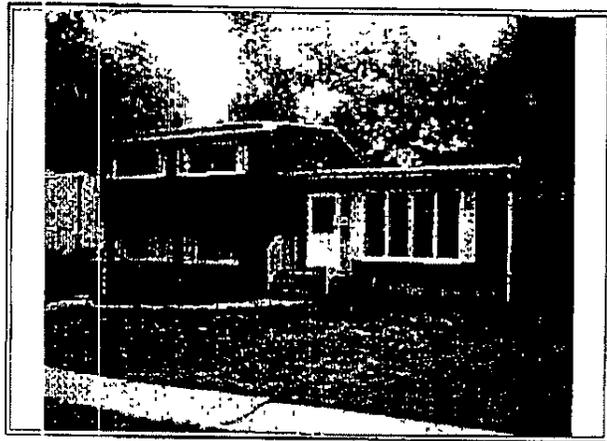
COMPARABLE PROPERTY PHOTO ADDENDUM

Borrower: Haak, Robert & Stephanie	File No: 060195
Property Address: 24 Andrew Street	Case No.: 060195
City: Old Bridge Twp	State: NJ
Lender: Mid Atlantic Capital	Zip: 08857-2212



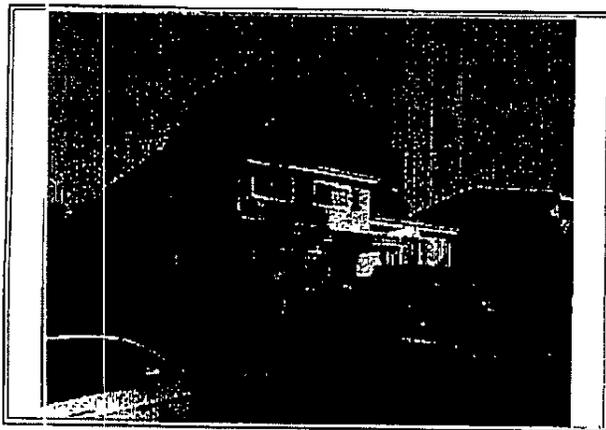
COMPARABLE SALE #1

41 Throckmorton Lane  
Old Bridge Twp  
Sale Date: 01/30/2006  
Sale Price: \$ 370,000



COMPARABLE SALE #2

12 Margaret Street  
Old Bridge Twp  
Sale Date: 12/28/2005  
Sale Price: \$ 389,000

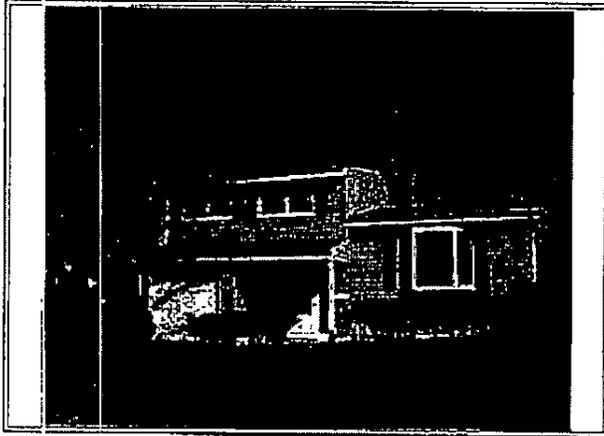


COMPARABLE SALE #3

20 Holly Street  
Old Bridge Twp  
Sale Date: 11/07/2005  
Sale Price: \$ 372,000

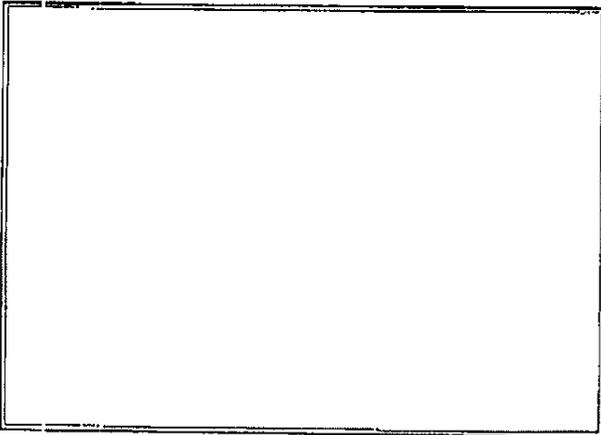
COMPARABLE PROPERTY PHOTO ADDENDUM

Broker: Haas, Robert & Stephanie		File No.: 060195
Property Address: 24 Andrew Street		Case No.: 060195
City: Old Bridge Twp	State: NJ	Zip: 08857-2212
Agent: Mid Atlantic Capital		



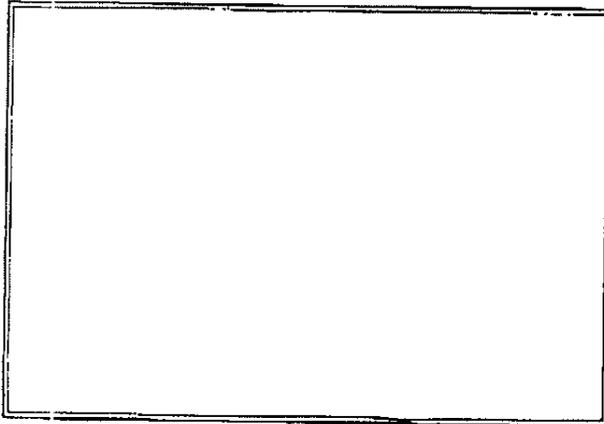
COMPARABLE SALE #4

22 Andrew Street  
Old Bridge Twp  
Sale Date: 04/28/2006  
Sale Price: \$ 340,000



COMPARABLE SALE #5

Sale Date:  
Sale Price: \$

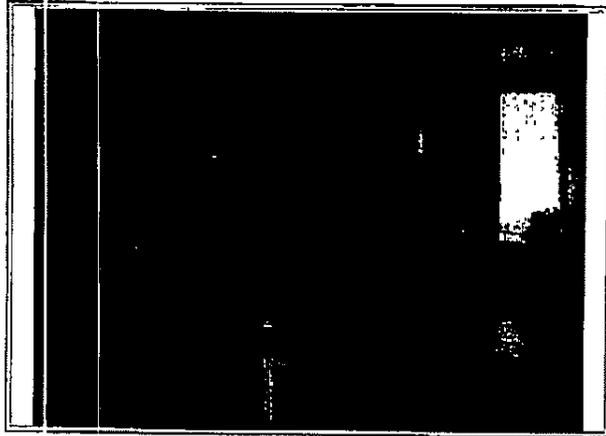


COMPARABLE SALE #6

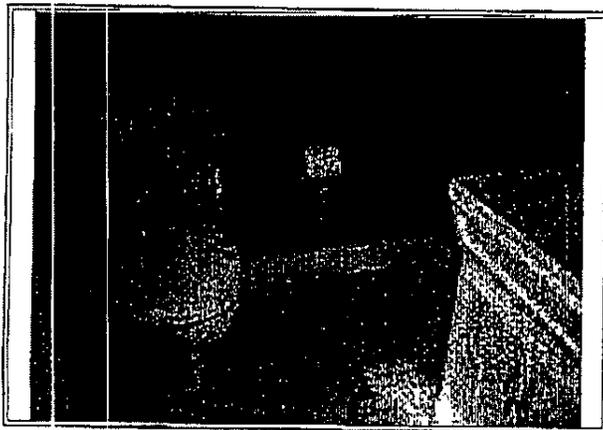
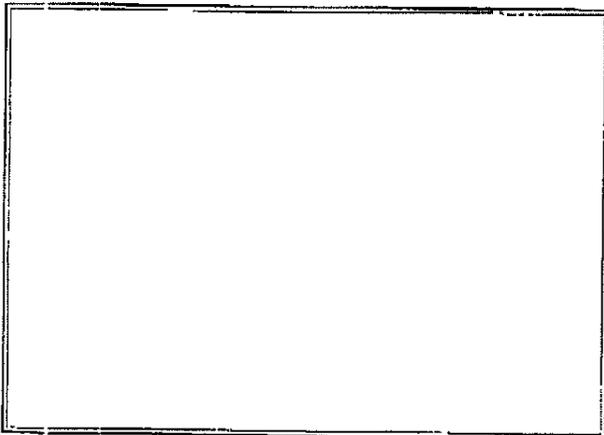
Sale Date:  
Sale Price: \$

DelRosso Appraisal

Borrower: Haak, Robert & Stephanie		File No.: 000195
Property Address: 24 Andrew Street		Case No.: 060195
City: Old Bridge Twp	State: NJ	Zip: 08857-2212
Lender: Mid Atlantic Capital		



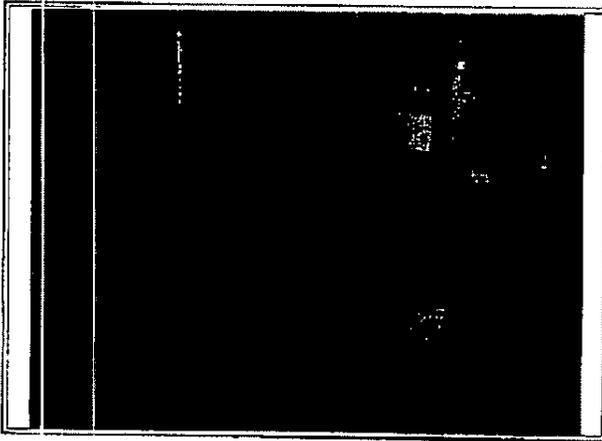
Kitchen



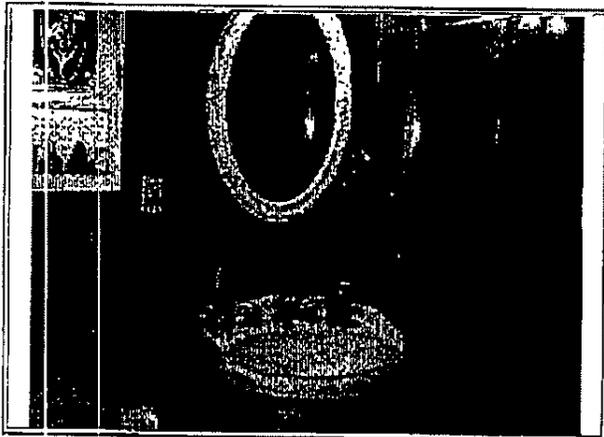
1/2 bath

DeiRosso Appraisal

Broker: Haek, Robert & Stephen	File No. 060195
Property Address: 24 Andrew Street	Cash No. 060195
City: Old Bridge Twp	State: NJ
Lent: on Mid Atlantic Capital	Zip: 08857-2212



Furnace/water heater



Bath



Rear

FLOORPLAN

BIRROWER, Haak, Robert & Stephanie		File No. 080195
Property Address 24 Andrew Street		Case No. 080195
City Old Bridge Twp	State NJ	Zip 08857-2212
Lender Mid Atlantic Capital		

Sketch by AutoCAD

AREA CALCULATIONS SUMMARY			
Room	Description	Area (sq ft)	Volume (cu ft)
1st Flr	Family Room	390.00	390.00
1st Flr	Kitchen	242.00	242.00
1st Flr	Dining Room	484.00	484.00
1st Flr	Living Room	484.00	484.00
2nd Flr	Bedroom	484.00	484.00
2nd Flr	Bedroom	484.00	484.00
2nd Flr	Bath	484.00	484.00
TOTAL LIVABLE (rounded)		1437	

LIVING AREA BREAKDOWN			
Floor	Description	Area (sq ft)	Volume (cu ft)
1st Flr	Family Room	390.00	390.00
1st Flr	Kitchen	242.00	242.00
1st Flr	Dining Room	484.00	484.00
1st Flr	Living Room	484.00	484.00
2nd Flr	Bedroom	484.00	484.00
2nd Flr	Bedroom	484.00	484.00
2nd Flr	Bath	484.00	484.00
4 Areas Total (rounded)		1437	

FLOORPLAN

Borrower: Hook, Robert & Stephanie		File No.: 000195	
Property Address: 24 Andrew Street		Case No.: 000195	
City: Old Bridge Twp		State: NJ	Zip: 08857-2212
Lender: Mid Atlantic Capital			

The floor plan shows a large rectangular area representing the property. In the center of this area is a smaller rectangle labeled "Basement". The dimensions of the basement are indicated as 18'0" on the top and bottom edges, and 27'0" on the left and right edges.

Sketch by AutoCAD Windows™



DELUSSO APPRAISAL

060195  
File No 060195

\*\*\*\*\* INVOICE \*\*\*\*\*

File Number: 060195

Mid Atlantic Capital

Borrower : Haak, Robert & Stephanie

Invoice # :

Order Date :

Reference/Case # 060195

PO Number :

24 Andrew Street  
Dix Bridge Twp, NJ 08857-2212

1 family	\$	300.00
	\$	-----
Invoice Total	\$	300.00
State Sales Tax @9	\$	0.00
Deposit	(\$	300.00 )
	(\$	----- )
Amount Due	\$	0.00

Terms: Paid

Please Make Check Payable To

DELUSSO APPRAISAL

Fed. I.D. #

## 2004 W-2 and EARNINGS SUMMARY

This blue Earnings Summary section is included with your W-2 to help describe portions in more detail. The reverse side includes general information that you may also find helpful.

1 Wages, tips, other comp. 66308.36		2 Federal income tax withheld 6715.87	
3 Social security wages 66637.76		4 Social security tax withheld 4131.54	
5 Medicare wages and tips 66637.76		6 Medicare tax withheld 966.25	
a Control Number 001923 M/X4D	b1 Dept. NS3420	b2 Corp. A	b3 Employer use only 358
c Employer's name, address, and ZIP code EPSTEIN BLOCKER & GREEN, P.C. 250 PARK AVE. NEW YORK NY 10177  Batch #01080			
6 Employer's FED ID number 13-3031033		d Employer's SSA number 085-80-4308	
7 Social security type	8 Allocated tips		
9 Advance EIC payment	10 Dependent care benefits		
11 Nonqualified plans	12a See instructions for box 12 D 329.40		
14 Other 31.20 SDI	12b		
	12c		
	13 See instructions for box 13 K		
e1 Employee's name, address and ZIP code ROBERT HAAK 24 ANDREW STREET OLD BRIDGE, NJ 08857			
15 State NY	Employer's state ID no. 13-3031033	16 State wages, tips, etc. 66308.36	
17 State income tax 3625.73		18 Local wages, tips, etc.	
19 Local income tax		20 Locality name	
Safe, accurate <b>efile</b> Visit the IRS Web site FAST! Use at www.irs.gov			
Employee Preference Copy <b>W-2</b> Wage and Tax Statement 2004 Copy C for employer's records OMB No. 1545-0048			

1. The following information reflects your final 2004 pay stub plus any adjustments submitted by your employer.

Gross Pay	69431.55	Social Security Tax Withheld Box 4 of W-2	4131.54	NY State Income Tax Box 17 of W-2	3623.73
Fed Income Tax Withheld Box 2 of W-2	6715.87	Medicare Tax Withheld Box 6 of W-2	966.25	BUWB01 Box 14 of W-2	31.20

2. Your Gross Pay Was Adjusted as follows to produce your W-2 Statement

	Wages, Tips, other Compensation Box 1 of W-2	Social Security Wages Box 3 of W-2	Medicare Wages Box 5 of W-2	NY State Wages, Tips, Etc. Box 16 of W-2
Gross Pay	69,431.55	69,431.55	69,431.55	69,431.55
Less 401(k) (D-Box 12)	329.40	N/A	N/A	329.40
Less Other Code 125	2,793.79	2,793.79	2,793.79	2,793.79
Reported W-2 Wages	66,308.36	66,637.76	66,637.76	66,308.36

3. Employee W-4 Profile. To change your Employee W-4 Profile information, file a new W-4 with your payroll dept.

ROBERT HAAK  
24 ANDREW STREET  
OLD BRIDGE, NJ 08857

Social Security Number 085-80-4308  
Taxable Marital Status: MARRIED  
Exemptions/Allowances:  
FEDERAL: 3  
STATE: 0

Safe, accurate, FAST! Use **e-file** Visit the IRS Website at www.irs.gov.

**Employee Reference Copy**  
**W-2 Wage and Tax Statement 2005**  
 OMB No. 1545-0047

Control number: 001923 01/X4D  
 Rpt. No: N55420  
 Comp. Code: A  
 Employer use only: 396

Employer's name, address, and ZIP code:  
**EPSTEIN BICKER & GREEN, P.C.**  
 250 PARK AVE.  
 NEW YORK NY 10177  
 Batch #01236

Employee's name, address, and ZIP code:  
**ROBERT HAAK**  
 24 ANDREW STREET  
 OLD BRIDGE, NJ 08857

Employer's FED ID number: 13-3031033  
 Employee's SSA number: 085-60-4309

1 Wages, tips, other comp.	2 Federal income tax withheld
81815.21	5999.55
3 Social security wages	4 Social security tax withheld
61815.21	3832.54
5 Medicare wages and tips	6 Medicare tax withheld
61815.21	896.32
7 Social security tips	8 Allocated tips
9 Advance EIC payment	10 Dependent care benefits
11 Nonqualified plans	12a See instructions for box 12
14 Other	13 See instructions for box 13
31.20 801	
16 State income tax	17 State income tax
3318.12	
18 Local income tax	19 Local income tax
20 Locality name	

**2005 W-2 and EARNINGS SUMMARY** **ADP**

This blue Earnings Summary section is included with your W-2 to help describe portions in more detail. The reverse side includes general information that you may also find helpful.

**1. The following information reflects your final 2005 pay stub plus any adjustments submitted by your employer.**

Gross Pay	68139.53	Social Security Tax Withheld	3832.54	NY State Income Tax	3318.82
		Box 4 of W-2		Box 17 of W-2	
Fed. Income Tax Withheld	5999.55	Medicare Tax Withheld	896.32	SUI/EDI	31.20
Box 2 of W-2		Box 8 of W-2		Box 14 of W-2	

**2. Your Gross Pay was adjusted as follows to produce your W-2 Statement**

	Wages, Tips, other Compensation	Social Security Wages	Medicare Wages	NY State Wages, Tips, Etc.
	Box 1 of W-2	Box 3 of W-2	Box 5 of W-2	Box 16 of W-2
Gross Pay	66,139.53	66,139.53	66,139.53	66,139.53
Less Medical FSA	499.92	499.92	499.92	499.92
Less Other Code 125	3,824.40	3,824.40	3,824.40	3,824.40
<b>Reported W-2 Wages</b>	<b>61,815.21</b>	<b>61,815.21</b>	<b>61,815.21</b>	<b>61,815.21</b>

**3. Employee W-4 Profile. To change your Employee W-4 Profile information file a new W-4 with your payroll dept.**

**ROBERT HAAK**  
 24 ANDREW STREET  
 OLD BRIDGE, NJ 08857

Social Security Number: 085-60-4309  
 Taxable Marital Status: MARRIED  
 Exemptions/Allowances:  
 FEDERAL: 3  
 STATE: 0

CO FILE DEPT. CLOCK NUMBER 020  
 X4D 001929 N55429 0000080132 1

EPSTEIN, BECKER & GREEN, P.C  
 250 PARK AVENUE  
 NEW YORK, NEW YORK 10177

**Earnings Statement**



Period Ending 03/31/2006  
 Pay Date 03/31/2006

Taxable Marital Status Married  
 Exemptions/Allowances  
 Federal 3  
 State 0

ROBERT HAAK  
 24 ANDREW STREET  
 OLD BRIDGE, NJ 08857

Social Security Number XXX-XX-4309

Earnings	rate	hours	this period	year to date
Regular	31.1014	75.83	2,358.42	13,715.10
Overtime	46.6521	1.00	46.65	1,177.97
Straight Ot	31.1014	10.00	311.01	1,827.21
Pto				435.42
<b>Gross Pay</b>			<b>\$2,716.08</b>	17,155.70

Other Benefits and Information	this period	total to date
Health Ins.		952.32
Pto Earnings		435.42
Pto Hours		14.00

Deductions	Statutory		
	Federal Income Tax	-238.52	1,559.99
	Social Security Tax	-157.65	999.23
	Medicare Tax	-36.87	233.69
	NY State Income Tax	-136.31	876.72
	NY SUI/SDI Tax	-1.30	7.80
	<b>Other</b>		
	Dental	-12.79*	76.74
	Health Insur.	-156.72*	952.32
	Vision	-1.66*	9.96
	Vof Life	-12.00	72.00
	401K Loan P/S	-190.12	1,140.72
	<b>Net Pay</b>	<b>\$1,770.13</b>	

\* Excluded from federal taxable wages

Your federal taxable wages this period are  
 \$2,542.91

CO FILE DEPT CLOCK NUMBER 020  
 X4D 001923 N55420 0000080294 1

EPSTEIN BECKER & GREEN, P C  
 250 PARK AVENUE  
 NEW YORK, NEW YORK 10177

Taxable Marital Status: Married  
 Exemptions/Allowances:  
 Federal: 3  
 State: 0

Social Security Number XXX-XX-4309

Earnings	rate	hours	this period	year to date
Regular	32.1381	61.83	1,987.10	15,702.20
Overtime	48.2071	5.00	241.04	1,419.01
Pto	32.1381	14.00	449.93	885.35
Straight OI	32.1381	8.00	257.10	2,084.31
<b>Gross Pay</b>			<b>\$2,056.17</b>	<b>20,090.87</b>

## Earnings Statement



Period Ending: 04/15/2006  
 Pay Date: 04/14/2006

ROBERT HAAK  
 24 ANDREW STREET  
 OLD BRIDGE, NJ 08857

Other Benefits and Information	this period	total to date
Health Ins		1,111.04
Pto Earnings		885.35
Pto Hours		28.00

Deductions	Statutory	Other	
Federal Income Tax	-271.38		1,831.37
Social Security Tax	-171.25		1,170.48
Medicare Tax	-40.05		273.74
NY State Income Tax	-151.32		1,028.04
NY SUI/SDI Tax	-1.30		9.10
Denial	-12.79*		89.53
Health Insur	-158.72*		1,111.04
Vision	-1.66*		11.62
Vol Life	-12.00		84.00
401K Loan P/S	-190.12		1,330.84
<b>Net Pay</b>			<b>\$1,924.58</b>

\* Excluded from federal taxable wages

Your federal taxable wages this period are  
 \$2,762.00

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TEAR HERE

CO FILE DEPT CLOCK NUMBER 020  
 X4D 001923 N55420 000080461 1

**Earnings Statement**



EPSTEIN, BECKER & GREEN, P.C.  
 250 PARK AVENUE  
 NEW YORK, NEW YORK 10177

Period Ending. 04/30/2006  
 Pay Date. 04/28/2006

Taxable Marital Status Married  
 Exemptions/Allowances  
 Federal: 3  
 State: 0

ROBERT HAAK  
 24 ANDREW STREET  
 OLD BRIDGE, NJ 08857

Social Security Number XXX-XX-4309

Earnings	rate	hours	this period	year to date
Regular	32.1381	68 83	2,212.07	17,914.27
Pto	32.1381	7 00	224.97	1,110.32
Straight Otr	32.1381	4 00	128.55	2,212.86
Overtime				1,419.01
<b>Gross Pay</b>			<b>2,565.59</b>	<b>22,656.45</b>

Other Benefits and Information	this period	total to date
Health Ins.		1,269.76
Pto Earnings		1,110.32
Pto Hours		35.00

Deductions	Statutory		
	Federal Income Tax	-215.95	2,047.32
	Social Security Tax	-148.33	1,318.81
	Medicare Tax	-34.69	308.43
	NY State Income Tax	-126.00	1,154.04
	NY SUI/SDI Tax	-1.30	10.40
	<b>Other</b>		
	Dental	-12.79*	102.32
	Health Insur.	-158.72*	1,269.76
	Vision	-1.66*	13.28
	Vol Life	-12.00	96.00
	401K Loan P/S	-190.12	1,520.96
	<b>Net Pay</b>	<b>1,564.03</b>	

\* Excluded from federal taxable wages

Your federal taxable wages this period are  
 \$2,392.42

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TEARS HERE



YOUR COMBINED STATEMENT OF ACCOUNTS

P.O. BOX 2437  
CHATS WORTH, CA 91313-2437

**This Statement Covers**

From: 02/08/06  
Through: 03/07/06

**Need assistance?**

To reach us anytime,  
call 1-800-788-7000  
or visit us at [wamu.com](http://wamu.com)

ROBERT J HAAK  
24 ANDREW ST  
OLD BRIDGE NJ 08857-2212



If you use your ATM or Debit Card for international transactions, you may be assessed a Foreign Transaction Fee of 1% of the amount of each international transaction showing on your statement. International transactions are defined as transactions in a foreign currency and/or with a merchant or ATM outside of the United States and U.S. territories. International transactions are subject to the Foreign Transaction Fee whether or not currency conversion is involved. A Foreign Transaction Fee may also be assessed when you return merchandise or due to a credit or reversal in an international transaction. This assessment is in addition to the Bank's International ATM fee that may apply.

**Summary of All Accounts Included in This Statement**

Product Name	Account Number	Term	Maturity Date	APY	Balance As of 03/07/06
Free Checking	306-104601-3				\$1,062.32
Statement Savings	364-663168-5			0.75%	\$30.91
<b>Total Deposit Balance:</b>					<b>\$1,092.33</b>

Deposits at Washington Mutual are FDIC Insured



**This Statement Covers**

From: 02/08/06  
Through: 03/07/06

**Your Free Checking Detail Information**

ROBERT J HAAK Account Number: 308-104801-3  
Washington Mutual Bank, FA

Washington Mutual has selected Monumental Life Insurance Company, which is currently rated A+ (Superior) for financial strength and operating performance by A.M. Best Company (Best Week, May 13, 2005), to provide Accidental Death Insurance at affordable rates. Watch your mailbox in future weeks for group rate offers or call 866-292-1683.

**Your Account at a Glance**

Beginning Balance	\$0.00
Checks Paid	-\$2,222.67
Other Withdrawals	-\$2,160.01
Deposits	+\$5,445.00
Ending Balance	\$1,082.32

Date	Description	Withdrawals (-)	Deposits (+)
02/08	Opening Deposit		\$695.00
02/10	Customer Withdrawal	\$150.00	
02/13	Customer Withdrawal	\$150.00	
02/14	DELUXE CHECK CHECK/ACC	\$16.00	
02/15	POS A & P #811 RT 9 & FERRY RD OLD BRIDGE NJ	\$35.58	
02/16	Customer Deposit		\$1,500.00
02/17	ATM-CHG NJ454 +211 SMITH ST PERTH AMBOY NJ	\$302.00	
02/17	Automatic Savings Plan Debit	\$25.00	
02/21	POS A & P #811 RT 9 & FERRY RD OLD BRIDGE NJ	\$38.66	
02/21	ATM-NCHG 52804157 20 BUSHNELL ROAD OLD BRIDGE NJ	\$200.00	
02/21	MC BLOCK *TAXCUT ECOM 800-HRBLOCK MO	\$15.95	
02/27	Overdraft Charge	\$30.00	
02/28	Customer Deposit		\$1,750.00
02/28	ATM-NCHG 52804157 20 BUSHNELL ROAD OLD BRIDGE NJ	\$60.00	
03/01	POS SHOP RITE #2 RT 9 & FAIRWAY LANE OLD BRIDGE NJ	\$63.82	
03/02	ATM-NCHG 52804157 20 BUSHNELL ROAD OLD BRIDGE NJ	\$100.00	
03/02	MC-UNITED GAS OLD BRIDGE NJ	\$20.00	
03/03	POS NJT PART TV9 8TH AVENUE AND 61ST ST NEW YORK NY	\$62.00	
03/06	ATM-NCHG 52804157 20 BUSHNELL ROAD OLD BRIDGE NJ	\$100.00	
03/06	POS SHOP RITE #2 RT 9 & FAIRWAY LANE OLD BRIDGE NJ	\$56.75	
03/06	POS OLD BRIDGE O 2527 ROUTE 516 OLD BRIDGE NJ	\$40.27	
03/06	POS A & P #811 RT 9 & FERRY RD OLD BRIDGE NJ	\$81.46	
03/06	Customer Deposit		\$1,500.00
03/06	POS GEICO GEICO WASHINGTON DC	\$11.57	
03/06	POS GEICO GEICO WASHINGTON DC	\$353.00	
03/06	MC SPEEDPAY RE PSEG NEW YORK NY	\$201.95	
03/07	POS WAL-MART #28 1126 ROUTE 9 OLD BRIDGE NJ	\$22.00	



**This Statement Covers**  
From 02/08/06  
Through: 03/07/06

Date	Description	Withdrawals (-)	Deposits (+)
03/07	ATM Withdrawal Fee - Domestic	\$1.00	

Checks Paid						*Indicates check out of sequence
Check Number	Date	Amount Paid	Check Number	Date	Amount Paid	
95	02/14	\$188.50	104	03/03	\$714.68	
96	02/21	\$156.12	105	02/28	\$62.00	
97	02/14	\$62.41	106	03/02	\$15.00	
102*	02/24	\$475.00	131*	03/07	\$120.00	
103	02/21	\$428.96				

Calendar Year -To-Date Overdraft/Non-Sufficient Funds Charges (excluding any charges which have been waived or refunded):	\$30.00	Overdraft/Non-Sufficient Funds Charges-this statement period:	
Overdraft charges	\$30.00	Overdraft charges	\$30.00
Non-Sufficient Funds charges	\$0.00	Non-Sufficient Funds charges	\$0.00

Your Overdraft Limit as of the statement end date: \$100.00.  
Please note that this may be changed at any time without notice (see reverse for more information). As of the statement end date, the fee for any Non-Sufficient Funds transaction, whether paid or returned, was \$30.00 per transaction.

### Your Statement Savings Detail Information

ROBERT J HAAK      Account Number: 364-663188-5

Your Account at a Glance			
Beginning Balance	\$0.00	Interest Earned	\$0.01
Other Withdrawals	-\$5.00	Annual Percentage Yield Earned	0.60%
Deposits	+\$35.01	YTD Interest Paid	\$0.01
Ending Balance	\$30.01	YTD Interest Withheld	\$0.00

Date	Description	Withdrawals (-)	Deposits (+)
02/08	Opening Deposit		\$5.00
02/17	Automatic Savings Plan Credit		\$25.00
03/07	Interest Payment		\$0.01
03/07	Service Charge	\$5.00	
03/07	Refund Service Charge		\$5.00

As of the statement end date, the fee for any Non-Sufficient Funds transaction, whether paid or returned, was \$30.00 per transaction.



**This Statement Covers**  
From 03/08/06  
Through 04/07/06

**Your Free Checking Detail Information**

**ROBERT J HAAK** Account Number: 306-104601-3  
Washington Mutual Bank, FA

VPI Pet Insurance provides affordable health coverage for your pet's accidents, illnesses and routine care, some exclusions may apply. Enroll today and receive a Group Discount Visit [www.wamuins.com](http://www.wamuins.com) or call (800) 685-9551 for more information.

**Your Account at a Glance**

Beginning Balance	\$1,062.32
Checks Paid	-\$1,581.31
Other Withdrawals	-\$3,841.76
Deposits	+\$4,184.77
Ending Balance	\$124.02

Date	Description	Withdrawals (-)	Deposits (+)
03/08	ATM-CHG XE0509 GAUB ROAD & RT 516 OLD BRIDGE NJ	\$201.00	
03/08	POS SHOP RITE #2 RT 9 & FAIRWAY LANE OLD BRIDGE NJ	\$33.63	
03/10	Customer Deposit		\$105.00
03/10	ATM-CHG S2C04260 589 FIFTH AVE NEW YORK NY	\$20.00	
03/10	POS NJ PABT TV9 8TH AVENUE AND 41ST ST NEW YORK NY	\$62.00	
03/13	ATM-CHG S2C04392 20 BUSHNELL ROAD OLD BRIDGE NJ	\$120.00	
03/13	POS A & P #811 RT 9 & FERRY RD OLD BRIDGE NJ	\$37.67	
03/13	POS KMART 645 HIGHWAY 48 EAST BRUNSWIC NJ	\$13.44	
03/13	POS COMMUNITY DR BROWNTOWN SHPGNG CTR OLD BRIDGE NJ	\$7.99	
03/13	POS A & P #811 RT 9 & FERRY RD OLD BRIDGE NJ	\$22.12	
03/13	ATM-CHG WD1295 230 PARK AVE NEW YORK NY	\$40.99	
03/13	ATM-CHG XE0509 GAUB ROAD & RT 516 OLD BRIDGE NJ	\$41.00	
03/13	M C-DENCO OLD BRIDGE NJ	\$16.00	
03/13	M C-UNITED GAS OLD BRIDGE NJ	\$15.75	
03/13	MC-SPEEDPAY RE PSEG NEW YORK NY	\$254.95	
03/14	POS DUANE READE 1150 6TH AVENUE NEW YORK NY	\$6.87	
03/14	FIRSTENERGY OPCO FE EBPP 100006912289	\$275.00	
03/15	Customer Deposit		\$1,879.77
03/15	Overdraft Charge	\$30.00	
03/16	Transfer Deposit		\$1,000.00
03/16	POS DUANE READE 485 LEXINGTON AVE NEW YORK NY	\$6.87	
03/17	POS A & P #811 RT 9 & FERRY RD OLD BRIDGE NJ	\$25.17	
03/17	Automatic Savings Plan Debit	\$25.00	
03/17	M C-DENCO OLD BRIDGE NJ	\$25.00	
03/17	M C-CABLEVISION #7875 732-548-2400 NJ	\$150.00	
03/20	POS SHOP RITE #2 RT 9 & FAIRWAY LANE OLD BRIDGE NJ	\$53.74	
03/20	POS A & P #811 RT 9 & FERRY RD OLD BRIDGE NJ	\$54.23	



019 006 06 00009  
Line:

Page: 1  
34588 05/04/2006

\*\*\*\*\*SNGLE  
102 0.8091 SP 0.390 2 1 4  
ROBERT J HAAK  
STEPHANIE HAAK  
24 ANDREW ST  
OLD BRIDGE NJ 08857-2212

Loan Billing Statement

PICK YOUR LOAN PAYMENT METHOD  
YOU CAN MAIL YOUR PAYMENT, HAVE IT DEDUCTED FROM YOUR AMBOY CHECKING ACCOUNT  
OR WE CAN AUTOMATICALLY COLLECT IT FROM YOUR ACCOUNT AT ANOTHER BANK.  
CALL 1 800 94-AMBOY FOR DETAILS.

CHOICE EQUITY Loan 9871672

Date	Description	-----Payment Split-----		Transaction Amount	Principal Balance
		Principal	Interest		
04/04/2006	Balance Last Statement				16,824.19
04/17/2006	Regular Payment	70.69	229.31	300.00	16,753.50
05/04/2006	Late Charge	.00	.00	22.00	
05/04/2006	Balance This Statement				16,753.50

----- Finance Charge Calculation -----

From Date	** Annual Percentage Rate	** Daily Periodic Rate	Principal	Days	Accrued Finance Charge
04/05/2006	9.7500 %	.00026712	16,824.19	12	53.92
04/17/2006	9.7500 %	.00026712	16,753.50	18	80.56

----- Loan Summary -----

Credit Limit:	17,000.00	Interest Accrued From:	04/05/2006
Available Credit:	246.50	Interest Accrued Thru:	05/04/2006
Activity This Period		Amount Past Due:	170.50
Principal Paid:	70.69	Late Charge Balance:	132.00
Finance Charge Paid:	229.31	Principal Due:	139.90
		Interest Due:	234.88
** Finance Charge **	134.48	Escrow Due:	.00
		Minimum Payment Due:	506.78
		Payment Due Date:	05/19/2006

Add additional late charge of 22.00 if no payment is received by 06/03/2006

Finance Charge Paid 2006: 726.11



019 006 06 00009  
Line:

Page: 2  
34588 05/04/2006

ROBERT J HAAK  
STEPHANIE HAAK

Loan Billing Statement

Remittance Summary						
Loan Number	Principal Balance	Principal Due	Interest Due	Escrow Due	Late Chrg Due	Total Due
9871672	16,753.50	139.90	234.88	.00	132.00	506.78
<b>Total</b>	<b>16,753.50</b>	<b>139.90</b>	<b>234.88</b>	<b>.00</b>	<b>132.00</b>	<b>506.78</b>

\*\*\*\*\*  
 Total Amount Due by 05/19/2006: \* 506.78 \*  
 \*\*\*\*\*

\* \* Please return this portion with your payment \* \*

Loan Billing Statement

Scheduled Payment Due: 374.78  
 Late Charges Due: 132.00  
 Minimum Payment Due: 506.78  
 Additional Principal: \_\_\_\_\_  
 Additional Escrow: \_\_\_\_\_  
 Additional Payment: \_\_\_\_\_

ROBERT J HAAK  
 STEPHANIE HAAK  
 24 ANDREW ST  
 OLD BRIDGE NJ 08857-2212

Amount Enclosed: \$ \_\_\_\_\_

Date Payment Due: 05/19/2006  
 Loan Type: CHOICE EQUITY  
 Loan Number: 9871672  
 Regular Payment T/C: 325

AMBOY NATIONAL BANK  
 3590 US HWY 98, PO BOX 1076  
 OLD BRIDGE NJ 08857

**Debt Consolidation Worksheet**

Savings Plan For: ROBERT J HAAK

Date: 06/04/2006

Provided By ROBERT KLURFIELD, MID ATLANTIC CAPITAL  
 1800 ROUTE 34 Belmar, NJ 07719  
 (P) 732-280-3300/ (F) 732-280-3390

Liabilities						Prequalification Proposal	
Creditors	Mth Pmt	Balance	Mths left	Total Pmt	Paid off	Cash Out	
GMAC MORTGAGE CORP	1,691	151,978	271	458,261	X	Loan Program	2/28
CHAMPION MORTGAGE	474	36,855	162	76,788	X	Proposed Loan Amt	235,300
CITI AUTO	428	19,989	69	29,532		Proposed Monthly Pmt	2,601
AMEX	113	3,755	0	0	X	Term	360
CBUSA	68	2,708	0	0	X	Note Rate	12.990 %
CAP ONE BK	19	634	0	0	X	APR	13.549 %
CHLD/CBUSA	14	601	0	0	X	Monthly Savings	28
HSBC NV	21	531	0	0	X		
HSBC NV	22	531	0	0			
ARROW FINANCIAL SERVIC	0	466	0	0	X		
HSBC/RS	14	460	0	0	X		
I C SYSTEM INC	0	403	0	0	X		
GEMB/JCP	15	257	0	0	X		
VERIZON NEW JERSEY INC	6	185	0	0			
VERIZON NJ	0	185	0	0			
VERIZON NEW JERSEY INC	4	150	0	0			
VERIZON NJ	0	150	0	0			
COLLECTION	0	131	0	0			
G C SERVICES	0	106	0	0			
E PARTNER NE	0	70	0	0			
PERF CAPTL	2	59	0	0			
PERFORMANCE CAPITAL MG	0	59	0	0			
VERIZON NEW JERSEY INC	1	34	0	0			
VERIZON NJ	1	21	0	0			
FASHION BUG	1	1	0	0			
AMBOY BANK (HELOC)	200	16,500	0	0	X		
<b>Current Total</b>	<b>3,094</b>	<b>236,819</b>		<b>564,581</b>			
<b>Paid off Total</b>	<b>2,629</b>	<b>215,148</b>		<b>535,049</b>			

Comments:

Based upon the points provided, and subject to our normal credit approval, we could be able to process your loan application in as little as 5 to 15 days from the time you apply

Account Executive

This is not a loan commitment. All loans must meet current underwriting criteria including verification of credit, income, equity and title.

CALYX Form debtws.fm 10/98



**American General Title Agency, Inc.**

2517 Highway 35 Bldg. I, Suite 201

Manasquan, NJ 08736

Telephone: 732-292-1171 Fax: 732-292-1191

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2

July 12, 2006

Mr and Mrs Robert Haak  
24 Andrew St  
Old Bridge, NJ 08857

Re AG-6066  
24 Andrew St  
Old Bridge New Jersey  
Robert Haak and Stephanie Haak

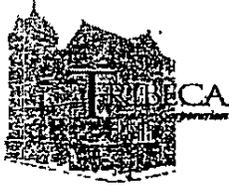
Dear Sir/Madame

Enclosed is a letter sent to us from Tribeca Lending that should have been signed at your refinance closing. Please sign and return to us in the enclosed fedex envelope.

Very truly yours,

  
Gina Brennan  
Closing Coordinator  
American General Title Agency, Inc.

encls



## RESOURCE LETTER

Date: June 29, 2006

Loan ID: 12353

Dear: MR. HAAK:

You have been approved for a \$237,250 loan under one of our "no income, no asset" ("NINA") programs which does not enable us to independently verify the likelihood of your being able to make timely loan payments.

Under the NINA program you have selected, your total monthly principal and interest payment (and, if applicable, mortgage insurance premiums) will be \$2,622.61. Additionally, you will be required to escrow for real estate taxes, homeowners insurance and homeowners association dues, if applicable. These amounts are not known with certainty at this time, but we estimate that these items will increase your total initial monthly payments to approximately \$3,124.42 Per month. If this is an adjustable rate loan, your interest rate and payments will change at a future date in accordance with the terms of your loan commitment and the Note, or if a co-op, the Security Agreement.

It is important that you confirm your ability to make the above described monthly payments. To assist you in making such a determination, we are advising you that had you applied for a loan under our standard loan program (a program where we verify your income and assets), your annual income would need to be \$85,258.08. If your annual income is projected to be lower than \$85,258.08 you must have additional resources available to fund your monthly payments until you can reasonably be expected to meet the typical annual income requirement. For example, you may have:

- 1) Savings or other investments;
- 2) Family members or friends who will make resources available to you;
- 3) Expectation of salary increases or other sources of income in the future;
- 4) An expectation and/or willingness to sell your home.

The payment amounts and required annual income amount shown above may increase or decrease based on the interest rate you eventually lock in.

When considering your ability to make timely payments, be aware that you will also be required to pay various closing costs which may include attorney fees, title charges, points, broker fees, tax/insurance escrows, and other closing related items.

If you do not have sufficient income or other assets or resources such as those stated above, we advise you to consider borrowing a lower loan amount.

If you would like to discuss the NINA program further or have TLC help you assess whether you can make your monthly payments, please call contact us to discuss.

Sincerely,

Tribeca Lending Corporation

Acknowledgment:

X \_\_\_\_\_  
ROBERT J. HAAK

Date: \_\_\_\_\_

3

Tribeca Lending Corp.  
9/12/2006

Robert Haak  
24 Andrews St  
Oldbridge, NJ 08857

RE Loan # 12353

DEAR Borrower(s)

We wish to advise you the servicing rights for your mortgage account referenced above have been transferred. Effective September 25<sup>th</sup> GMAC Mortgage will be your new servicer. The original terms and conditions of your mortgage account will remain the same and this transfer will have no effect on them.

Effective September 25<sup>th</sup> please direct payments to GMAC Mortgage. Payments will be applied to your account by Tribeca Lending Corp if received prior to September 25<sup>th</sup> or forwarded to GMAC Mortgage if received after September 25<sup>th</sup>. GMAC Mortgage will provide their own statement for the time they serviced your account in 2006.

If you are currently making your mortgage payment through a third party entity (e.g., government allotment, biweekly, or bill-pay service), please take the necessary steps to advise them of your new account number and change the payee to GMAC Mortgage. In the event of a payment change, it is your responsibility to notify the third party of the new payment amount.

If you have taken advantage of any of our optional insurance plans or optional products, this service will be transferred to GMAC Mortgage. If any of these plans or products are not transferable, you will receive a letter under separate cover providing further direction.

You should also be aware of the following information, which is set out in more detail in Section 6 of the Real Estate Settlement Procedures Act (RESPA) (12 U.S.C. 2605).

During the 60-day period following the effective date of the transfer of the account servicing, a loan payment received by your old servicer before its due date may not be treated by the new account servicer as late, and a late fee may not be imposed on you.

Section 6 of RESPA (12 U.S.C. 2605) gives you certain consumer rights. If you send a qualified written request to your account servicer concerning the servicing of your account, your servicer must provide you with a written acknowledgment within 20 business days of receipt of your request. A qualified written request is a written correspondence, other than notice on a payment coupon or other payment medium supplied by the servicer, which includes your name and account number, and your reasons for the request.

Not later than 60 business days after receiving your request, your servicer must make any appropriate corrections to your account, and must provide you with a written clarification regarding any dispute. During this 60-day period, your servicer may not provide information to a consumer reporting agency concerning any overdue payment related to such period or qualified written request. However, this does not prevent the servicer from initiating foreclosure if proper grounds exist under the mortgage documents.

A business day is a day on which the offices of the business entity are open to the public for carrying on substantially all of its business functions.

Section 6 of RESPA also provides for damages and costs for individuals or classes of individuals in circumstances where servicers are shown to have violated the requirements of that section. You should seek legal advice if you believe your rights have been violated.

GMAC Mortgage will be contacting you to acknowledge this transfer and provide you with their payment coupons. If you have not received these coupons before your next payment is due, please write your [Selling Company] account number on your check and send your payment to the following address:

GMAC Mortgage  
Attn: Payment Processing  
PO Box 780  
Waterloo IA 50704-0780

Future inquiries regarding the servicing of your account should be directed to GMAC Mortgage Customer Care at 1-800-766-4622, Monday-Friday, 6:00 a.m.-10:00 p.m., CT, and Saturday, 9:00 a.m.-1:00 p.m., CT. Please utilize the following address for written inquiries: GMAC Mortgage, Attention: Customer Care, PO Box 4622, Waterloo, IA 50704-4622.

It has been our pleasure to service your mortgage account. We wish you a successful relationship with GMAC Mortgage. If you have any questions regarding the transfer, please call Customer Care at 1-201-604-1800.

Sincerely,

Tribeca Lending Corp.

GMAC Mortgage Corporation  
PO Box 780  
Waterloo IA 50704-0780

**GMAC Mortgage**

September 28, 2006

142804 7878 000054 204 4024 1122181 GMTRN 1 02 DOM 11221820 146118 W1

|||||  
ROBERT J HAAK  
24 ANDREW STREET  
OLD BRIDGE NJ 08857-2212

RE Account Number 0835016140  
Property Address 24 ANDREW STREET  
OLD BRIDGE NJ 08857-0000



Dear Robert J Haak

Welcome to GMAC Mortgage Corporation. You were recently notified by Franklin Credit Management Corp. your account was transferred to our office effective 09/25/06. Your new GMAC Mortgage Corporation Account Number is listed above.

We are pleased to serve you and hope you find our services a perfect match for your needs.

Beginning 09/25/06, payments should be sent to GMAC Mortgage Corporation as Franklin Credit Management Corp. will be unable to accept payments and apply them to your account on or after that date. We realize you may have inquiries regarding the transfer of your account and have included information covering the most common questions on the reverse side of this letter. For questions regarding the past servicing of your account, please contact Franklin Credit Management Corp's Customer Service at 800-255-5897 (call collect if not toll-free).

GMAC Mortgage Corporation is committed to providing superior service to our customers! Please detach the contact information below and keep it for future reference. For your convenience, use the attached coupon for making your first payment to GMAC Mortgage Corporation.

Sincerely,

Charles R. Hoeker  
Vice President Customer Care  
Loan Servicing

Enclosure(s)

**My GMAC Mortgage Corporation Account Number is 0835016140**



**Phone:** 800-766-4622

Personal assistance is available 6:00 a.m. - 10:00 p.m. CT M-F, 9:00 a.m. - 1:00 p.m. Sat.  
Automated Phone Services are available 24 hours a day, 7 days a week!

**Email:** [customer.service@gmacm.com](mailto:customer.service@gmacm.com)

**Website:** [www.gmacmortgage.com](http://www.gmacmortgage.com)



**Correspondence:** PO Box 4622, Waterloo IA 50704-0422



02/07/07  
Account Number 0835016140  
Page Three

A business day is a day on which the offices of the business entity are open to the public for carrying on substantially all of its business functions.

Section 6 of RESPA also provides for damages and costs for individuals or classes of individuals in circumstances where servicers are shown to have violated the requirements of that section. You should seek legal advice if you believe your rights have been violated.

FRANKLIN CREDIT MANAGEMENT CORP will be contacting you to acknowledge this transfer and provide you with their payment coupons. If you have not received these coupons before your next payment is due, please write your GMAC Mortgage account number on your check and send your payment to the following address:  
FRANKLIN CREDIT MANAGEMENT CORP  
PO BOX 94953  
CLEVELAND OH 44101-4953  
Phone: 800-255-5897

Future inquiries regarding the servicing of your account should be directed to FRANKLIN CREDIT MANAGEMENT CORP. Please use the address and telephone number indicated above for both written and verbal inquiries.

It has been our pleasure to service your mortgage account. We wish you a successful relationship with FRANKLIN CREDIT MANAGEMENT CORP. If you have any questions regarding this transfer, please contact Customer Care at 800-766-4622.

Customer Care  
Loan Servicing

6020



Representing Lenders in  
Pennsylvania and New Jersey

**PHELAN HALLINAN & SCHMIEG, PC**

400 Fellowship Road, Suite 100

Mount Laurel, NJ 08054

856-813-5500

Fax: 856-813-5531

Kristin.Ritchings@fedphe.com

Kristin Ritchings, Esquire  
Ext. 7558

February 28, 2007

Robert J. Haak  
24 Andrew Street  
Old Bridge, NJ 08857

RE. GMAC Mortgage LLC vs. Robert J Haak, et al.  
Docket No. F-22925-06  
Our file No GMAC-829

Dear Mr Haak:

We are in receipt of your letter dated February 19, 2007 in regards to the above referenced matter. Please be advised that your correspondence has been accepted as a proper response to the February 7, 2007 notice pursuant to Section 6 of the Fair Foreclosure Act. Therefore, our office will not be proceeding with the tendered proofs for entry of final judgment for forty-five days from February 7, 2007. Thereafter, our office will await the entry of final judgment and schedule a sheriff's sale of the subject property at that time. The sheriff's sale will not take place for at least four weeks from the date of final judgment and subsequently, you can adjourn the scheduled sheriff's sale twice for periods of two weeks each. Please be advised that a new reinstatement and payoff quote have been ordered and will be forwarded to you upon receipt.

Should you have any further questions or concerns, please feel free to contact our office.

Very truly yours,

*Kristin Ritchings*

Kristin Ritchings, Esquire

KLR/jxp

Robert J Haak  
24 Andrew Street  
Old Bridge, N J 08857

February 19, 2007

To whom it may concern,

I am responding to the attached letter regarding the foreclosure on my home. I would like to let you know that I was in the process of negotiating a loan modification or forbearance with GMAC, and I have not heard back from them yet regarding their decision. I would also like to inform you that I received a notice from GMAC just a few days ago, that states that they are no longer servicing my loan. I have become quite confused since this loan has been sold once again, as it was just 6 months ago. I have actually no idea who to contact anymore regarding getting this cleared up, so if you could possibly point me in the right direction on whom I should be contacting regarding the workout of this it would be greatly appreciated. I have attached the letter I received from GMAC stating that they are no longer servicing the loan, but I don't know if that changes anything with regard to the foreclosure or who I should be dealing with regarding getting the mortgage default cured. Currently I do not have the financial capability to provide payment of all of the overdue monies owed to GMAC, and I have been trying diligently to find a way to keep from losing my home. I don't know if there is any possible way for your company to hold off on proceeding with the foreclosure or setting a sale date, because I am trying everything I can to get this cleared up. My family and I certainly don't want to lose our home and we are trying desperately to find a way to get this straightened out. Just to let you know how confusing this is for me, my original mortgage when I purchased the house was with GMAC. I refinanced 7 months ago with Franklin Credit Management, who after 1 month of having the loan, sold it back to GMAC. Now I have received a letter from GMAC stating that they have sold the mortgage back to Franklin Credit Management, so I'm a little confused, but I am not giving up on saving my home and I will continue to work towards finding a solution for this. I am only asking for a little more time to get this figured out and cleared up.

Sincerely,

Robert J Haak

xxx

2006  
4

To whom it may concern,

The letters attached are letters that I sent over to GMAC once I found out that my mortgage was going into foreclosure. It explains my situation in detail, and I hope that after reviewing it you will understand why I am in this situation. I feel that I have been the victim of some sort of deceitful practice by a Mid Atlantic Capital mortgage broker who made me some promises that were never fulfilled. Please understand that I have been employed with the same company for the last 14 years, and I am capable of making mortgage payments, but my main concern is the amount of the interest rate that I received from Tribeca Lending. The payment is just too big each month, especially with 2 small children at home, and if there is any way to just lower the interest rate a little bit I am sure I could stay current on my payments. As I stated in the letters my wife and I are willing to do whatever is necessary to keep our home. Our children love our home as much as we do, and we have done an extensive amount of work on the house since we first purchased it. If there is anything that can be done to help us out with this unfortunate situation, please let us know.

Thank you for listening

Robert J Haak  
Stephanie M. Haak

October 6, 2006

Robert J Haak  
24 Andrew Street  
Old Bridge, N J 08857

Re. Account Number – 0835016140

GMAC Mortgage  
P O Box 780  
Waterloo, IA 50704-0780  
Attn Loss Mitigation Dept

To whom it may concern,

I am writing to you because I have received a "Notice of Intent to Foreclose" letter from your company and I am extremely concerned about it. I was just recently notified that your company has taken over the servicing rights on my mortgage loan. I only recently (2-3 months ago) refinanced my mortgage with a company called Tribeca Lending Corporation, and somehow now the mortgage is being serviced by GMAC. I'm a little bit confused as to how this happened, since my previous mortgage before Tribeca was with GMAC anyway. In a way I'm relieved that I'm back with GMAC, because when I first obtained my mortgage with GMAC, everyone I ever dealt with or spoke to were extremely helpful and wonderful to work with. The only reason I decided to refinance with Tribeca was because of a promise made to me by a broker with Mid Atlantic Capital, who told me that they would be able to save my home from foreclosure and put me on a program that would help me build my credit scores back up to acceptable levels. My credit scores had been damaged by late payments, and other derogatory information, and the program was designed to help me re-establish myself.

My financial problems started when I took out a Home Equity Loan with Champion Mortgage a few years ago. Champion offered to give me a loan that would pay off all of my outstanding credit card debt and also a Home Equity Line of Credit I had out with Amboy National Bank in the amount of \$17,000.00. I thought that I would have a chance to start with a clean slate, but unfortunately, the company failed to issue checks with the correct amounts to cover the balances on my credit cards, and subsequently, I was left with balances on all of the cards. Also, they failed to send Amboy Bank the full payment that was due on the Home Equity Line of Credit, and I was left with a balance on that also. This was not a loan that I was going to be able to take extra cash out of, and whatever they paid out was all they were going to pay. As a result of that I was now stuck with three (3) mortgages (GMAC, Champion and Amboy) that I was required to pay. Because of this and other family issues over the years, I started to fall behind on all of my bills, and all three mortgage payments.

After my wife had our second child, the expenses just became very difficult to handle because of the three mortgages that I was trying to keep up with. I remember that GMAC was kind enough to try and help me get caught up and back on track, but with the other mortgages needing to be paid also it just became too hard to keep up. GMAC was starting the foreclosure process and I just felt that there was nothing else I could do.

Since my wife and I did not want to lose our home we decided that we should try to refinance all three mortgage amounts into 1 mortgage. We knew that since my credit score had been damaged by the late payments we were most likely going to have to settle for a slightly higher interest rate than what we currently had. But we wanted to stay in our home so we started to shop around. I was contacted by a man named Rob Klurfield who worked for Mid Atlantic Capital, and he told me that he would be able to get me approved for a loan, and also get me into a program that would work on improving my credit scores and credit report. Since my credit scores were pretty bad he told me that could definitely get me

approved but the interest rate would be higher. It would pay off all 3 mortgages and any outstanding credit card debt, and also I would be able to cash out of the loan. The way the program worked was that the mortgage payment would be higher each month, but I would be able to use the extra cash to pay the higher difference in the mortgage amount. That way I would remain current on the payments for a period of 6-9 months and then they would review my report and refinance me again at a lower interest rate with no closing costs. I looked at this as a chance to save my home and improve my credit, and get back on track with my financial situation. My wife and I thought it sounded like a great idea and we went ahead and got started.

Mr Klurfield came to my house with the application to be filled out and I provided him with all of the financial documents that he required (pay stubs, bank statements etc), and he reviewed them and brought them back to his office to type out the forms. He said he would return to have us sign them. He called me the next day and asked me to write a letter stating my financial situation and how I became late with my mortgage payments to GMAC, Champion and Amboy. He came back to the house for our signatures and he told me while going over the forms that he was trying to get me \$11,000.00 cash out of the loan, so that I would have the "insurance" money to make the extra payment amount each month. He also told me that based on the information on my pay stub he may be required to "fudge" the information a little to get the loan approved. I was a little reluctant about that, but he told me that it was "common practice" and it would make it easier to get the loan since the approval was based on what he states on the application.

The loan was approved for almost \$238K and the interest rate was set at 12.99%. I was told that my account would be reviewed in a few months. Mr Klurfield told me that the loan would close in a couple of days. The person who was doing the closing came to my house to go over the documents with me and my wife and get our signatures. While going through the paperwork with him, he showed us the page that lists all of the amounts being paid, and the amount that I was supposed to get out in cash. Instead there was no money left for "cash out" purposes and it turned out that I owed almost \$300.00 to finish closing on the loan. I contacted Mr Klurfield immediately and he told me that he only found out about it a couple of hours before. He told me that the closing costs on the loan used up all of the extra funds. I told him that without the extra funds from the loan, there was no way I was going to be able to afford the payment each month. He told me that he was sorry, but at this point in time there was basically nothing we could do, and we had no other choice but to finish the closing. It was either that or we would certainly lose our home. My wife and I decided that we had no other choice but to agree to the loan and hopefully we would be able to get by for a while until we were able to work on cleaning up our credit situation, and refinance again for a better rate. We paid the balance due for the closing, and Tribeca Lending paid off our 3 mortgages. They also sent me checks to cover the credit card balances, but just like Champion, they failed to issue enough checks to pay off all of the balances that appear on my credit report. They also issued 1 check for an amount that should not have been on my credit report. It was a check made out to THD/CBUSA in the amount of \$2,708.00, which I returned to them. I told them it was settled with my last refinance and they asked me for the proof that it was paid. I contacted the company and they sent me a letter stating that it was paid. And I also contacted all 3 of the credit bureaus regarding information on my reports, and disputed a lot of issues. The credit agencies did an investigation on the THD/CBUSA account, and as a result they deleted it from my report. I sent all of the information to Franklin Funding but they still have not issued me a refund for that check. There is a total of \$2,778.00 that Franklin Funding issued checks for and those checks have not been sent to the companies since they were returned to Franklin. I have contacted them numerous times about reimbursing me for that amount, but they will not return my calls.

I apologize for this lengthy explanation, so to get to the purpose of this letter, I am contacting you because I am having difficulty trying to make the monthly payment on my mortgage because the interest rate is so high (12.99%). I am finding it quite hard to make a payment of over \$3,000.00 each month based on what I bring home each month. I have received a notice of intent to foreclose because I am now 2 months behind on my payments. I just wasn't sure what was happening with my loan, and I wasn't very sure

what I should do I am asking you to please help me keep my home, and I am pleading with you to please lower the interest rate on the loan, to something more manageable I know I am now behind and if there are any options for me to become current on the mortgage and stop the foreclosure process, please let me know I am desperately trying to improve my credit situation and we do not want to lose our home. My wife, my kids and I all love our home, so I am pleading with you to please work with me in trying to find a solution to this and help us stay in our home I know that you are not obligated to cooperate with us, but we ask that you try to help us and possibly find a program that will help us get through this tough time. All we are asking for is a fresh start with GMAC, with a payment that we can afford.

If its possible that you can assist me with this and if there is any information you need from me, please contact me at (212) 351-4771, (732) 607-0264 or by email [Rhaak@optonline.net](mailto:Rhaak@optonline.net)  
We don't want to lose our home to foreclosure and we need help Thank you for listening

Sincerely,

Robert J. Haak

December 1, 2006

Robert J Haak  
24 Andrew Street  
Old Bridge, NJ 08857

Re Account#0835016140

GMAC Mortgage  
P O Box 780  
Waterloo, IA 50704-0780

To whom it may concern,

I am writing to you because I have contacted the loss mitigation department and they were supposed to send me some paperwork which will help me obtain a loan modification since I am behind on my payments. To this day I have not received the paperwork and I am very concerned about losing my home. Back in October I sent in a letter (attached), explaining my situation, and I was hoping that there was some way you could help me get back on track with my mortgage payments. I am begging you to please let me know if there is anyway that I can work something out with you to get current on my payments. I am willing to do anything you need, but I need the paperwork sent to me so I can get started. I don't remember the person's name, I think it was Jonathan, but he said he would get the papers out in the mail to me, but that was over 2 weeks ago and I still haven't received them. Please read the attached letter so you will understand my situation and please contact me if there is anything you can do to help me get out of this horrible situation I am in. I want nothing more than to keep my home and become current on my mortgage, so please help.

Sincerely,

Robert J. Haak

6/22/07

Robert Haak  
24 Andrew Street  
Old Bridge, NJ 08857

Ref#0009006653

Kathy,

I received your message and am sending in this request for a payoff amount on my mortgage. I'm not sure if you understand my whole situation and how I got into this spot, but I'm going to try to explain it to you so maybe you could find a way to help me out and get this worked out. Last year before I got the loan from your company I was paying 3 mortgages on the same house. My first mortgage was with GMAC, and after a couple of years I took out a HELOC from Amboy Bank to make some improvements. A couple of years later my wife and I had a baby who was born with a birth defect. She was in the hospital for over 6 months after she was born, and my insurance didn't cover all of her medical care. I had to pay out of pocket, and I started to accumulate a lot of credit card debt. A couple of years later I decided to see if I could get a home equity loan, and I got approval from Champion Mortgage. Champion failed to payoff all of my credit cards and also failed to payoff the full amount of the HELOC from Amboy. Therefore I was stuck paying 3 mortgages. My wife and I had another child a couple of years later, and I continued to try to keep up with the payments on all 3 mortgages and also make the payments on the credit card balances, but unfortunately I was unable to do that and fell behind on all 3 mortgages. As a result of that my credit scores started to fall. We decided that we should try to refinance and get just one mortgage and payoff all of the remaining balances on our cards so we could try to rebuild our credit. I got in touch with a broker from Mid Atlantic Capital who told me he would get us approved and also put us on program that would help restore our credit. He said that since our credit scores were poor the interest rate would be high, but he would get us \$11,000.00 cash out of the loan in order to have a cushion to make the extra amount of the payments each month. After about 8-10 months of on time payments we would be able to refinance at a lower rate. I supplied him with all of my financial information (i.e. paystubs, bank account etc.) but he said that he was going to have to "fudge" the application a little in order to get us approved. We closed on the loan, but when we did we were told that there was no cash left after closing costs. I called the broker and he told me that he only heard about it 15 minutes before the closing. He knew that I was not going to be able to afford \$3,100.00 each month because I only bring home between \$3,400 - 3,800 each month. It turns out that he put my loan through as a No Doc loan, and stated that I made almost \$100,000.00 a year. I wasn't aware of that until 3 weeks after the closing, when I received a letter from Tribeca asking me to sign a piece of paper that wasn't signed at the closing which stated that I make that much and I could afford the payment. Needless to say I never signed that page of the closing documents because that would be a lie. A month after closing your company sold the mortgage back to my original mortgage holder GMAC. I tried to negotiate with them because there was no way I could afford that payment each month, but they wouldn't help and they started the foreclosure. Then while I was trying to work things out they gave the servicing rights back to your company. At that point I was behind over \$15,000 and there was no way I could come up with that kind of cash. I tried to get financing from another company who reviewed my HUD statement and they told me that I should contact an attorney because there were violations on the HUD. I retained an attorney who confirmed that there were violations and also the fact that the broker "inflated" my income and put through a No Doc loan application without my permission, I was most likely a victim of "Predatory Lending" because of my credit situation.

I never intended to get into this situation, and I would like nothing more than to keep my home and make regular payments, but there is no way that I could afford that kind of payment each month. My attorney has filed a lawsuit against Mid Atlantic Capital to try to recover some of the expenses that they charged me, but since this foreclosure has gone on so long it has become impossible for me to find anyone to help me refinance to get your company paid off. My credit has been destroyed because of this and my family is heartbroken at the thought of losing our home. I have tried everything to get the money to reinstate the mortgage but we have no body to turn to. Whatever cash I had saved over the past few months I have put into making improvements on the house because I thought that we might have to sell it and without the repairs we wouldn't have been able to get as much as we needed. We realize now that with the way the market is it would be better for us to try to stay in the house and get this worked out.

I'm sure you are aware of the Sub Prime Mortgage market meltdown right now, and from what I have been reading, there are a lot of companies who are trying to help their customers who are in this situation. Whether it's lowering the interest rate or coming up with a monthly payment that they could afford. Even if it's only temporary, and gives them enough time to improve their credit and refinance to a lower rate. My only request was for your company to possibly lower my payments so that I could make them regularly and possibly refinance with another

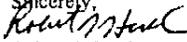
xxx

2007

company a few months down the road. I don't have the kind of money you would require to reinstate the loan, and even if you did I wouldn't be able to afford \$3k a month for the payment. My wife and children are devastated at the fact that we will be homeless if we don't find help. We have no family to turn to, and filing bankruptcy will not help us because we don't have any credit card debt.

I apologize for the lengthy explanation, but I thought you should be aware of how we got into this situation and understand that my main goal when I refinanced with your company was to improve my credit and refinance for a lower rate somewhere else. Unfortunately for me I was deceived by a broker who made me some promises and took advantage of my financial position.

Anyway, I'm going to keep on trying to get financing so I will need the payoff amount. Unless you think there are any other options available to me to get me back on track, even if it's just for a short amount of time so I can get my credit scores up a little and stop the foreclosure from going through. You can mail the payoff letter to my home address or if you want to email it to me at [rhaak@optonline.net](mailto:rhaak@optonline.net) that would be great. Thanks.

Sincerely,  
  
Robert J. Haak

**FACSIMILE COVER SHEET**

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**PRIVILEGED AND CONFIDENTIAL**

To Kathy - Loss Mitigation

Fax Number  
201 604-4500

Telephone Number:

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From Robert Haak

Pages (including cover) 2

Date July 26, 2007

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Comments:

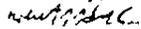
Robert J Haak  
24 Andrew Street  
Old Bridge, N.J. 08857

Re Reinstatement of mortgage

Dear Kathy,

I received the payoff amount requested, but regrettably I have been unable to find financing because of this situation with your company. I have spoken to my attorney about filing bankruptcy to avoid foreclosure on my home, but I just wanted to see if there was anything else that could be done before I take that step. I know this is a long shot, but is there any way you could let me know what the minimum amount of money you would accept to reinstate my mortgage is and put the remaining amount on the back end of the loan. We very much want to keep our home and have made arrangements to increase our monthly income in order to make the monthly payments. My wife is going back to work fulltime in September and we may be taking in a family member who would be paying us rent while staying with us. If there is anything that can be done at this point, please let me know a.s.a.p. so we can make arrangements. This whole ordeal has been very painful for me and my family and we would like to just clear this up and lift this weight off of our shoulders. I can be reached at (212) 351-4772 or (732) 403-1926. Or by email at [rhaak@optonline.net](mailto:rhaak@optonline.net)

Sincerely,



Robert J Haak

xxx

24 Andrew Street  
Old Bridge, NJ 08857

October 9, 2007

Mr. Thomas J Axon  
President  
Franklin Credit Management Corporation  
101 Hudson Street  
Jersey City, NJ 07302

Dear Mr Axon

I am writing this letter to you directly with the hope that you will take the time to read it and possibly understand my situation and find some way to help me save my home. I obtained a mortgage from your company last year, and I am now in foreclosure. I was a victim of predatory lending and was given a mortgage payment that I was unable to afford. I have tried numerous times to work this out with your Loss Mitigation department, but I have been continuously rejected for any kind of workout. I have tried relentlessly for the past year to obtain financing but because this situation has gotten worse it has become impossible to find a company to help me refinance and payoff your company. Being a father and husband I feel it's my obligation to keep trying to find a way to fix this situation so my family does not become homeless. We are completely devastated right now and the stress of this is unbearable, and we have begun to lose hope. Rather than explain my entire situation to you, I have attached a letter that I wrote to the person I was dealing with in the Loss Mitigation dept. and it basically explains my whole situation and how I got there in the first place. I want you to be aware that keeping my home is the most important thing to me, especially now, since my children have already started school, and I am willing to do anything to stop a foreclosure. I have been employed with the same company for the past 15 years and I have a salary of over 70K a year, and I know that I could afford to make payments on my loan if they were reasonable payments each month. I know that you are not obligated to assist me in anyway on this, but I just wanted to try to contact someone in a higher position who might be able to work something out. I know you are not in the business of owning houses and with the market the way it is right now I know that we would both benefit from finding a way for me to keep my home and start making regular payments on the mortgage.

Please take the time to review the attached letter which explains my predicament and contact me if you think there is any way something can be worked out before the Sheriff sets a sale date on my home. I can't express to you how hard this is for me and my family to go through. We love living where we live, and we are extremely sorry for ever getting into this situation, but unfortunately we were deceived at a time when all we really needed was a little help. I hope that you can understand that we had only good intentions when we refinanced with your company and we never meant for this to happen. We want to keep our home, and we want to make mortgage payments on the house. Please read my explanation with that understanding in mind, and I hope that we can straighten this out as soon as possible. Thank you in advance for your time and consideration and I hope to be hearing from you soon with a solution.

Sincerely,

Robert J Haak

cc: Kimberly Shaw - Vice President  
John Devine - Vice President

2008

**FACSIMILE COVER SHEET**

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**PRIVILEGED AND CONFIDENTIAL**

To Kathy

Fax Number 201 604-4500

Telephone Number

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From Robert Haak

Pages (including cover)

Date January 10, 2008

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Comments.

Kathy,

I apologize for sending this to you, but I was not sure of the correct spelling of the name of the gentleman I was supposed to send it to and this was the only fax number that I had in my files. Can you please forward this to Jim for me Thanks

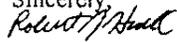
01/10/2008

Robert J Haak  
24 Andrew Street  
Old Bridge, N.J 08857

Ref#0009006653

To whom it may concern,

I am writing to you with regard to my account which is presently in default and I am asking you to please consider a temporary payment proposal. I am unable to afford the current payment amount of \$3,125.00 per month and due to the current mortgage crisis I have been unable to find financing elsewhere. Based on my current income I am requesting that you consider accepting a payment of \$2,300.00 per month so that the foreclosure on my home can be stopped and I can concentrate on repairing my credit over the next 10 - 12 months and possibly refinance again so that your company can be paid in full. I understand that you are not obligated to accept any payments from me at this time, and my payment proposal may not be adequate, but unfortunately that is the maximum amount I would be able to submit each month. I have tried unsuccessfully over the past year to get financing but the mortgage crisis has prevented me from achieving that goal, and this payment proposal is my last resort. As I have expressed in the past to the representatives I have spoken to and also in letters that I have written to your company, I do not want to lose my home, and I am trying everything possible to get your company paid off in full, and I feel that if you accept this payment proposal, it will give me the chance to have a current payment history on my credit report and possibly help me raise my credit scores so that I can get the financing that I need to satisfy the debt with your company. I plan on seeking Credit Counseling and hope that I can get back on the right track with my finances. Thank you for your time and consideration, and I hope that this proposal is acceptable enough so that the foreclosure on my home can be stopped and once I am able to find financing your company will be paid in full.

Sincerely,  
  
Robert J Haak

04/01/2008

Robert J Haak  
24 Andrew Street  
Old Bridge, N J 08857

Re Ref#0009006653

To Whom It May Concern,

I am sending this fax because I am trying desperately to find a way to save my home from foreclosure. I have sent numerous letters and faxes to your company, hoping that there was a way to reach some sort of an agreement and let me start making regular mortgage payments, but the person I have been dealing with (Kathy Haak) has become unavailable. I have tried to contact her at the telephone number I have used in the past, but each time I call now I get a recording that tells me that the number has been disconnected and is no longer in service. I have tried to work with her and find a way to work out this problem, including under her direction, submitting a payment proposal letter to the company, but I never heard back from her with a decision. Now I can't get in touch with her at all and I don't know who is handling my account. I have explained my situation numerous times to her and other representatives, and have expressed my desire to keep my home, and start making regular payments, but nobody seems to want to work with me on this. I am asking whoever is in charge of my account to please contact me at the contact information listed below as soon as possible, so we can try to find a way to work this out so that we both can benefit. I want to keep my home and make payments, and I'm sure you would like to receive the payments just as much, so please, please help me work this out and contact me if there is any way to get this horrible situation rectified.

Please contact me at the following numbers as soon as possible  
(732) 403-1926  
(212) 351-4772  
[rhaak@optonline.net](mailto:rhaak@optonline.net)

I truly want to work this out and get my account in order, and thank you for time and cooperation regarding this matter.

Sincerely,

Robert J Haak

xxx

**FACSIMILE COVER SHEET**

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**PRIVILEGED AND CONFIDENTIAL**

To Kathy Haak

Fax Number. 201 604-4500

Telephone Number.

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From Robert Haak

Pages (including cover)

Date February 11, 2008

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Comments

Kathy,

I faxed you over this letter a month ago, but I have not heard back from you. I asked that you forward this to the person in charge of making the decision on my request because I did not have the name or fax number for that person. So I am sending it again requesting that you forward it to that person and if possible please leave me a voice message letting me know the results of the decision. I still have hope that this can be worked out without foreclosing on my home. I know your company is not in the business of owning homes, and I don't want to lose mine, so if there is any way to get this straightened out please let me know. As I have expressed to you in the past, I want to start paying someone for the house, and I hope that we can come to some terms on a payment.

Robert J Haak  
24 Andrew Street  
Old Bndge, NJ 08857

03/04/2008

Ref#0009006653

Kathy,

Since I have tried unsuccessfully to contact you by phone, and there is no way to leave you a voice message the only way I can reach you at this point is by fax. The standard voice messages that you leave me occasionally, give no indication that any decision was ever made regarding the request that I submitted for a reduced payment plan so I will have to assume that it has been denied. I've asked you a couple of times to give me the name and fax number of the person responsible for making that decision but I never received that information from you. I also asked you to forward the email and letter to this person, but you never called me to confirm that it has been submitted or that you even received it. I really don't know what to do at this point since so much time has gone by and my situation doesn't seem to be getting any better because of the current mortgage crisis. I have explained my situation to you a number of times, and have tried to emphasize to you how stressful and devastating this is to me and my family. I have also tried to make it clear that I want to start making payments for the house and I am willing to do whatever it takes to keep my home. As you can imagine, it's not a very easy thing for me to try to explain to my children that they may be homeless soon. I have nobody to turn to for financial help, and since my credit has been completely destroyed by this, there is no possibility of me getting financing anywhere. Your companies help is the only hope I have right now of keeping my home. I did not choose to be a victim of "mortgage fraud" or "predatory lending", but ultimately that is what happened to me, and even though I have tried relentlessly to find financing and straighten this out, it has become impossible. I read in the newspapers everyday about how mortgage companies realize that there is a serious problem, and they are reaching out to their customers who have defaulted on bad loans, and trying to rework the loans to be more affordable to the homeowner, but I don't recall ever being offered any kind of help from your company, even though I have written letters to you explaining how I got into this situation in the first place. Nobody wants to lose their home, and I think that I have made it clear that I don't want to lose mine and I am willing to make payments, but the payments need to be something that is affordable. You have given me no indication in any of the voice messages left for me that your company is willing to sit down with me and find a way to work this out, you've only made it clear that I owe an enormous amount of money, which I am very aware of. I find it very hard to believe that Franklin Credit Management would prefer to take possession of a home rather than restructure the loan and start receiving regular mortgage payments. The mortgage crisis that is hitting the country right now is just a horrible thing, and nobody should have to go through what I am going through right now, and nobody should be victimized like I have been. I wake up everyday and go to work so that I can support my family, and for the past year I have gotten up everyday wondering when I'm going to be evicted from my home. Nobody should have to live their life like that. I can't even begin to tell you what effect this has had on my children and on my relationship with my wife.

My situation right now has not changed, it has only gotten worse, but I have not given up hope yet on saving my home. Although I may not have many options left at this point, I am going to keep trying to find a way to get this resolved and save my home so that I can look into the eyes of my wife and children and let them know that there is nothing to worry about anymore. I know there is help out there somewhere, so I'm going to keep making calls and I will sit down with my attorney and see if there is a way to legally have this mortgage rescinded. I have been told that if all documents are not signed at the closing the mortgage is not actually valid. And there was a page in my closing documents that was not signed at the closing, which was the "Income Verification" page. The broker who did this loan for me "fudged" my income in order to get me approved and put my loan through as a "NO DOC" loan without my authorization, and I received the unsigned "Income Verification" page 3 weeks after closing and after all disbursements had been made to my other creditors. I never signed that page, and I never returned it to Franklin, and I have explained this to your company a few times but it has never been addressed so I have really have to find out why I've been ignored all this time and no help has been offered to me. As I've stated before, I have already filed a lawsuit against the brokers (Mid Atlantic Capital) and will speak to my attorney to find out if Franklin Credit should be named in the suit also, and I will do whatever it takes to keep my home. The current mortgage crisis is just getting worse everyday, and I can't seem to understand why I haven't been offered any help from your company to work this out and restructure my loan to a more affordable payment.

xxx

**FACSIMILE COVER SHEET**

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**PRIVILEGED AND CONFIDENTIAL**

To: Franklin Credit Management  
Customer Service

Fax Number: 201 604-4400

Telephone Number:

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From: Robert Haak

Pages (including cover).

Date: April 1, 2008

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Comments.

Please forward this letter to the person who is in charge of my account, or a person who can help me modify the terms of my home loan, so that I can bring my account current and stop the foreclosure on my home, and start making regular payments that I can afford. Thank you

04/01/2008

Robert J Haak  
24 Andrew Street  
Old Bridge, N. J. 08857

Re Ref#0009006653

To Kathy Haak,

Kathy, I am sending this fax because I have been unable to contact you at the telephone number I was given. We have spoken before and I have been able to reach at that number in the past, but now when I call it tells me that the number has been disconnected and is no longer in service. I never heard back from you regarding the letters that I sent, specifically the payment proposal letter I submitted. As I have stated in the past I very much want to keep my home and I am willing to do whatever is necessary to make that happen, but since I have no way of contacting you I have no way of knowing if we can work this out. If you are no longer in charge of my account, please forward this letter to the person taking over, and please have that person contact me as soon as possible. I don't know how to express to you how much I want to keep my home and start making payments, although I have tried in the past, but you have been the only person I have been in contact with at your company, and now that I can't even get in touch with you I don't know what to do.

Please contact me at the following numbers as soon as possible  
(732) 403-1926  
(212) 351-4772  
[rhaak@optonline.net](mailto:rhaak@optonline.net)

I truly want to work this out and get my account in order, and thank you for time and cooperation regarding this matter.

Sincerely,

Robert J Haak

xxx

**FACSIMILE COVER SHEET**

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**PRIVILEGED AND CONFIDENTIAL**

To Franklin Credit Management  
Attn anyone who can help

Fax Number: 201 604-4400

Telephone Number:

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From Robert Haak

Pages (including cover)

Date April 29, 2008

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Comments

Please contact me if you can help me stop foreclosure on my home. Thank you.

04/29/2008

Robert J Haak  
24 Andrew Street  
Old Bridge, NJ 08857

Ref# 0009006653

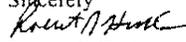
To whom it may concern,

I am sending this letter in an effort to stop the foreclosure on my home. I have tried numerous times to contact a representative and try to work this out but I have had difficulty getting in touch with the person in charge of my account. I have attached letters that I have sent to your company explaining my situation and expressing my desire to work this out and have the chance to keep my home and start making regular payments, but none of my letters have been answered. The only response I get is a recorded message stating that I should call you because of a very important message, but each time I call, its only to find out if I have the means to pay all of the back payments on my loan, which I do not have. I am hoping that someone can get in touch with me if there is any way to help me straighten all of this out and start making payments again. The mortgage crisis has made it impossible for me to refinance my loan and it would be devastating to my family if we where to lose our home. I am begging you as a husband and father of two children to please help me out of this horrible situation and work with me to find a way to fix this problem and get this mortgage worked out somehow. I have submitted a payment proposal letter but never received a response. At this time I am willing to pay more if I have to in order to get this resolved. Please contact me as soon as possible if there is any way to resolve this and I can be reached at the following

24 Andrew Street  
Old Bridge, NJ 08857

Work# 212 351-4772  
Phone# 732 403 1926

I thank you in advance for your help.

Sincerely  
  
Robert J Haak

\*\*\*

Robert J Haak  
24 Andrew Street  
Old Bridge NJ 08857

03/04/2008

Ref#0009006653

Kathy,

Since I have tried unsuccessfully to contact you by phone, and there is no way to leave you a voice message the only way I can reach you at this point is by fax. The standard voice messages that you leave me occasionally, give no indication that any decision was ever made regarding the request that I submitted for a reduced payment plan so I will have to assume that it has been denied. I've asked you a couple of times to give me the name and fax number of the person responsible for making that decision but I never received that information from you. I also asked you to forward the email and letter to this person, but you never called me to confirm that it has been submitted or that you even received it. I really don't know what to do at this point since so much time has gone by and my situation doesn't seem to be getting any better because of the current mortgage crisis. I have explained my situation to you a number of times, and have tried to emphasize to you how stressful and devastating this is to me and my family. I have also tried to make it clear that I want to start making payments for the house and I am willing to do whatever it takes to keep my home. As you can imagine, it's not a very easy thing for me to try to explain to my children that they may be homeless soon. I have nobody to turn to for financial help, and since my credit has been completely destroyed by this, there is no possibility of me getting financing anywhere. Your companies help is the only hope I have right now of keeping my home. I did not choose to be a victim of "mortgage fraud" or "predatory lending", but ultimately that is what happened to me, and even though I have tried relentlessly to find financing and straighten this out, it has become impossible. I read in the newspapers everyday about how mortgage companies realize that there is a serious problem, and they are reaching out to their customers who have defaulted on bad loans, and trying to rework the loans to be more affordable to the homeowner, but I don't recall ever being offered any kind of help from your company, even though I have written letters to you explaining how I got into this situation in the first place. Nobody wants to lose their home, and I think that I have made it clear that I don't want to lose mine and I am willing to make payments, but the payments need to be something that is affordable. You have given me no indication in any of the voice messages left for me that your company is willing to sit down with me and find a way to work this out. You've only made it clear that I owe an enormous amount of money, which I am very aware of. I find it very hard to believe that Franklin Credit Management would prefer to take possession of a home rather than restructure the loan and start receiving regular mortgage payments. The mortgage crisis that is hitting the country right now is just a horrible thing, and nobody should have to go through what I am going through right now, and nobody should be victimized like I have been. I wake up everyday and go to work so that I can support my family, and for the past year I have gotten up everyday wondering when I'm going to be evicted from my home. Nobody should have to live their life like that. I can't even begin to tell you what effect this has had on my children and on my relationship with my wife.

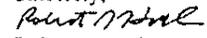
My situation right now has not changed, it has only gotten worse, but I have not given up hope yet on saving my home. Although I may not have many options left at this point, I am going to keep trying to find a way to get this resolved and save my home so that I can look into the eyes of my wife and children and let them know that there is nothing to worry about anymore. I know there is help out there somewhere, so I'm going to keep making calls and I will sit down with my attorney and see if there is a way to legally have this mortgage rescinded. I have been told that if all documents are not signed at the closing the mortgage is not actually valid. And there was a page in my closing documents that was not signed at the closing, which was the "Income Verification" page. The broker who did this loan for me "fudged" my income in order to get me approved and put my loan through as a "NO DOC" loan without my authorization, and I received the unsigned "Income Verification" page 3 weeks after closing and after all disbursements had been made to my other creditors. I never signed that page, and I never returned it to Franklin, and I have explained this to your company a few times but it has never been addressed so I have really have to find out why I've been ignored all this time and no help has been offered to me. As I've stated before, I have already filed a lawsuit against the brokers (Mid Atlantic Capital) and will speak to my attorney to find out if Franklin Credit should be named in the suit also, and I will do whatever it takes to keep my home. The current mortgage crisis is just getting worse everyday, and I can't seem to understand why I haven't been offered any help from your company to work this out and restructure my loan to a more affordable payment.

xxx

Please don't view this letter as threatening in any way, I am simply trying to do whatever I can to stay in my home and provide shelter for my family. I never planned on being in this predicament but I am, so I need to do whatever I have to in order to rectify the situation. I've always hoped that there was a way to work this out, and I don't plan on giving up just yet and walking away from my home.

If you have any questions or suggestions, you have my contact information.

Sincerely,

  
Robert J. Haak

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**PRIVILEGED AND CONFIDENTIAL**

To Tribeca Lending  
Customer Service

Fax Number ~~908 234 7490~~

Telephone Number

~~888 811 4484~~

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From Robert Haak

888 811 4484

Pages (including cover)

Date. May 6, 2008

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Comments

Please forward these letters to someone might be able to help possibly modify the terms of my loan so that I can bring my account current and stop the foreclosure on my home.

I have previously sent these letters to a representative, but nobody has responded to me with any suggestions or even offered me any help I am desperately trying to save my home from foreclosure and I have been pleading for help from you company

Thank you

**FACSIMILE COVER SHEET**

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**PRIVILEGED AND CONFIDENTIAL**

To Paul D Colasano  
Franklin Credit Management

Fax Number 201 604-4400

Telephone Number

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From Robert Haak

Pages (including cover) 21

Date June 4, 2008

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Comments.

Urgent Request / Confidential

June 4, 2008

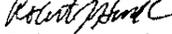
Robert J Haak  
24 Andrew Street  
Old Bridge, N J 08857

Re Foreclosure Help

Mr Jardin,

I am writing this letter to you because I am trying to save my home from foreclosure. I have tried relentlessly to find a way to refinance my loan or try to come up with a substantial amount of money to put towards getting my account current, and my mortgage reinstated. I have spoken with a representative who was rude, and offered me absolutely no options on stopping the foreclosure on my home, other than submitting an enormous amount of money that I do not have, and I don't have anywhere else to turn for help. I have sent numerous letters and faxes to your company with the hope that there might be a way to rework my loan or do a complete refinance but I was told that it was not an option. I have explained my situation over and over again, and have expressed my desire to keep my home and start making payments, but I have been denied that option also. The mortgage crisis right now has made it impossible for me to refinance my loan with any company, and since your company gave me the mortgage, your company is the only option I have for help right now. I have attached the letters that I have sent to your company which explain my situation, along with a letter that I sent to HUD, and I am asking you to please review the letters and inform me of any other options that I may have. There is no way to express how stressful and devastating it is to my family knowing that we may soon be homeless. I never wanted or expected to be in this situation, and I have tried over the past months to get this straightened out but there is just no way to do that with the market the way it right now. I want to pay for the house, and I want to start making payments. I am pleading with you to help me find a way to accomplish that. This situation is tearing apart my family because of the stress it is putting on us, and I am willing to anything that is needed in order to get this straightened out. The representative I spoke with is named Kathy Haak (no relation), and I felt that she was extremely rude and inconsiderate to me when we spoke, so if there is an option for me I would appreciate it if someone other than Ms Haak contacted me. Thank you for taking the time to review my letters and I hope and pray that there is some way that we can work this all out so that my family and I can remain in the house. We have nowhere else to go and no family that can help us. Thank you for your time and I hope to hear from you soon, since I don't know when the foreclosure will finalized but I'm sure it will be soon.

Sincerely,



Robert J Haak

cc Michael Blair  
Paul D Colasono

October 15, 2008

Attention Customer Service

Subject: Loan Number – 009006653

Robert J Haak  
24 Andrew Street  
Old Bridge, NJ 08857

This is a "Qualified Written Request" under Section 6 of the Real Estate Settlement Act (RESPA).

I am writing to request

- 1) Copies of all documents pertaining to the origination of my mortgage including my loan application, Right to Cancel, Deed of Trust, note, signed Income Verification page, adjustable rate note, addendum to the note for the interest only payment period, Truth in Lending statements, Good Faith Estimate (GFE), HUD 1, appraisal, and all required disclosures and rate sheets associated with this transaction for the above referenced loan. The copies should be legible and all documents shall be copied in their entirety
- 2) A copy of the loan history including all fees incurred

I have reason to believe that the loan terms were misrepresented to me at the time of application and further obscured and/or modified prior to signing. I believe that our income was inflated on the application. I also have reason to believe that certain statements and documents were not provided for my approval prior to closing, and that signatures may be missing from certain documents. It is also my belief that certain documents were not presented to me for signature at the time of closing. Additionally, I believe that a notary was not present to witness my signatures on several pertinent documents and that this transaction did not take place in a legitimate title/escrow/real estate office with any title/escrow/real estate professionals present, therefore leaving us ill advised at the time of closing.

I started the process of trying to renegotiate the terms of this loan shortly after the closing, but was informed that almost immediately after closing the loan was sold to GMAC and that Franklin Credit was no longer servicing the loan. I got in touch with GMAC and was informed that there was no way to modify the terms of the loan. After I explained to them that I was unable to afford the payment I was advised to fax a letter of hardship, along with bank statements and pay stubs and someone would contact me. After going back a forth a few times with GMAC three months had past and now I was behind on payments. Around the end of December 2006 I was able to get in touch with someone in the Loss Mitigation Dept and they sent me an application for a loan modification and said they would contact me within 2 weeks. I waited a little more than three weeks but nobody contacted me, so I called and was told that GMAC was no longer servicing the loan and it was sold back to Franklin Credit and I was to contact them if I

wanted to get it straightened out. By this time I was almost 6 months behind and all Franklin could offer me was a forbearance, which would make my payments each month more than the regular payment, which I couldn't afford anyway

I have sent numerous letters and faxes to Franklin Credit Management and Tribeca Lending, and after speaking with the representative assigned to my file, she made it very clear that there was nothing that could be done for us unless I came up with a substantial amount of money to put towards the arrears. If I couldn't come up with money to put down they couldn't help. I explained that I believe I was a victim of Predatory Lending and was told that I couldn't prove that. I retained an attorney who reviewed my HUD statement and confirmed that I was a victim of Predatory Lending and possible Mortgage Fraud. He proceeded to file a lawsuit in June of 2007 which is still pending

I have attached all of the letters and faxes that I have sent in over the past couple of years explaining my situation, and hope that there is some way to rectify this and keep my home. My family does not want to lose our home and hope that a reasonable payment can be established so we don't

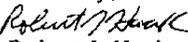
I feel that the customer service in your Loss Mitigation department was less than adequate and showed no compassion for a Father trying to save his families home from foreclosure. Let this letter serve to document my request to have my communications responded to in a timely manner, since I am running out of time and this situation gets worse for me each day that passes

I can be reached at 732 403-1926, and if I do not answer please leave a message and I will call back promptly if a message is left with the phone number of the person I can call and actually get in contact with. My email address is [rhaak@optonline.net](mailto:rhaak@optonline.net) and is the best way to contact me

I understand that under Section 6 of RESPA you are required to acknowledge my request within 20 business days and must try to resolve the issue within 60 business days

In closing I hope you understand that we are not trying to get out of paying anything that we owe, we are only trying to have the loan modified and the interest rate and payment lowered to an amount that is affordable. We need a payment that we know we can live with, one that will let us remain in our home and not get us into this situation again.

Sincerely,

  
Robert J Haak

04/18/2008

Robert J Haak  
24 Andrew Street  
Old Bridge, N.J. 08857

U.S. Department of Housing and Urban Development  
Attn: Diane Johnson - Acting Field Office Director

Dear Ms. Johnson,

I am writing this letter to you with the hope that you may be able to help me or direct me on finding a way to prevent foreclosure on my home. I was a victim of "predatory lending" and possible mortgage fraud, and currently, due to the housing crisis and mortgage meltdown I am unable to find alternate financing to help me keep my house. I had refinanced my home a couple of years ago with a company called Franklin Credit Management. At that time I had been making 3 mortgage payments each month on my home. The first payment was to my primary mortgage holder GMAC, the second was to Champion Mortgage for a Home Equity Loan, and the third was to Amboy Bank for a HELOC which was supposed to be paid off by Champion when I took out the Home Equity Loan, but they neglected to pay the full amount that was due, and I was stuck paying the balance. I started to experience some financial problems after my second child was born which resulted in me falling behind on these 3 payments. My credit was starting to become severely damaged, so I decided to see if I could refinance all 3 loans into 1 loan so I would only have 1 payment each month.

I was approached by a broker from Mid Atlantic Capital who reviewed my credit report and went over my situation and assured me that he could get me approved for a loan even though my credit was poor, and he would get me into a program that would help me improve my credit scores over time. He told me that he would be able to get me at least 10K cash out of the loan in this program and with that extra cash I would be able to use it to make the payments each month and remain current. The payments were going to be much higher than what I was paying but since I would be able to remain current for at least 8-10 months my credit scores would improve and I would be able to refinance again at a lower rate and the closing costs would be waived. My wife and I decided that it would be in our best interest to take advantage of that program so we proceeded to fill out the application. The broker came to my home and we went over the application, and at that time I provided him with copies of the financial information he requested (i.e. PayStubs, Bank Statements, 401(k) info etc) and he submitted the application for approval. We had the appraisal done on the property and he contacted me a couple of days after he received his copy of it. He told me that the loan had been approved, but he had to make some adjustments to it so that he could try to get me better loan terms. He didn't tell me what the adjustments were, but he told me that it was a common practice when trying to get clients in my situation approved for financing. He told me that someone would be coming to my house to complete the closing.

A man came to my home a few days later with the closing documents, and my wife and I signed all of the papers that were presented to us at that time. I was told by the gentleman that I was required to pay \$350.00 to finish the closing, so I wrote him a check and he left. I called the broker the next day to let him know that the closing had finished and to also ask him when I could expect to receive the check for the "cash out" amount that we discussed which should have been approx. 10K. He then told me that there was no cash left over from the loan amount because it had all been used up in the closing costs. The payments on the loan each month were going to be \$3,125.00 and the interest rate was set at 12.99% (ARM). I explained to him that without the extra cash out of the loan I was not going to be able to afford the payments each month. I was taking home approx. \$3,500.00 a month and the broker knew that because I gave him copies of my paystubs. He told me that there was really nothing he could do at that

point, and because of my situation I probably would not be able to get financing anywhere else, so I should do the best I could to make the payments or I would probably lose my home.

About 4 weeks after the closing I received a FedEx package from Franklin Credit Management and inside was a letter stating that there was a page from the closing that was not signed and I needed to sign it immediately and return it to them. By this time they had already disbursed all of the payments they needed to make. I read through the letter they sent me and the page that was not signed at closing was an "Income Verification" page. After reading the page, it appeared that the broker had inflated my income to almost \$90,000 a year even though I was only making \$65,000. He also put the loan through as "No Doc" without my authorization. Needless to say I never signed that page and I decided to contact the lender directly.

When I contacted Franklin Credit Management to discuss this, I was told that Franklin Credit was no longer servicing the loan and it had been sold to GMAC. I asked them when that took place because I had only closed on the loan less than a month ago, and I was told that it was shortly after the closing took place. I was able to make the first mortgage payment, but was not able to make the next payment. I contacted GMAC and explained to them what had happened and asked them if there was any way to restructure or modify the terms of my loan but they denied my request. I sent them in a payment, but it was only a partial payment since I couldn't afford the full payment, but they returned it because they wouldn't accept a partial payment. I continued to try and get them to help me but they refused, and directed me to someone in the Loss Mitigation department. The person I spoke with told me that she would send me out a package that was an application for a loan modification request and I should fill it out and send it back to her directly and wait to hear from her. By this time I was already 4 months behind on the payments and owed almost 15K, which is an extremely large amount of money. I sent back the package and waited. After a few weeks I decided to call her and once I got in touch with her she informed me that GMAC was no longer servicing the loan and she couldn't help me. The loan was sold back to Franklin Credit Management.

I decided that since Franklin was not willing to help me before, I should try to refinance the loan with another company so I could get this straightened out as quickly as possible. While I was filling out applications with various companies, I was contacted by a representative who wanted to find out exactly what happened to see if there were any programs available to me. He asked me to send him a copy of the HUD statement so that he could review it and he was going to show it to his supervisor to get his opinion. Shortly after that I received a call from the supervisor who informed me that after reviewing the HUD it appears that there might be violations on it. He asked me if he could forward it to an attorney he knew to see if he had the same determination. A few days later I was contacted by that attorney whose name is John Lynch, and he informed me that there were multiple violations on the HUD and I should make an appointment to meet with him as soon as possible. I met with him and after our consultation we concluded that the best thing to do would be to file a complaint. I retained him as my attorney and we filed our complaint in the Spring of 2007.

I have continued to try to find financing, but I have been turned down over and over again. Around this time is when the "mortgage crisis" started and it had become impossible to get financing. I decided that I should try to sell the house so my wife and I started putting most of our money towards repairs and upgrades on the property so that it would sell faster. Since the housing market was collapsing we were unable to sell the house, and after much consideration we decided that since our children were already in school we would do whatever it takes to find a way to save our home.

I wrote letters to Franklin Credit numerous times and also spoke with a representative in the Loss Mitigation department and expressed to them how much I wanted to get everything straightened out and start making regular payments to them. I told them how devastating it would be to my family if we were to lose our home and let them know that I was willing to do whatever it takes to keep my home. They told me that I could possibly get a forbearance plan and if I remained current on that plan they would consider a loan modification. The problem was that in a forbearance plan I would be required to make the original payment amount which was \$3,125.00 plus an additional payment towards the repayment plan. I

explained to them that since I was unable to afford the regular payment, there was no way I would be able to afford more money each month for a forbearance plan payment.

I have kept in touch with the representative at Franklin Credit, but she continues to tell me that unless I can provide them with a substantial amount of money to put towards the past due amount there is nothing that they can do for me. I lost almost all of the equity in the house now and my credit is completely destroyed.

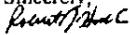
I am basically trying to find out from you if there is anything that I can do at this point to keep my home and possibly obtain new terms or a new loan. Is it possible to get this loan rescinded because I was a victim of predatory lending and possible mortgage fraud? Or find out if this loan is actually still valid since all of the documents were not signed at the closing. I can't express to you how stressful it is to be going through this right now, and how much I have tried to rectify this situation. I have nobody to turn to for financial help or guidance and I hope that you can point me in the right direction. My attorney has suggested bankruptcy but I am not sure if that is the right thing for me to do at this point.

I thank you for taking the time to read this letter, and if you have any suggestions please contact me at the above address or I can be reached at the following:

Work # 212 351-4772

Home # 732 403-1926

Email [rhaak@optonline.net](mailto:rhaak@optonline.net)

Sincerely,  
  
Robert J Haak

6



### MEDIATION REQUEST STATEMENT

DOCKET NO: F 2 2 9 2 5 0 6

Tribea Lending Corp

Plaintiff's Name

v. Robert J. HAAR

First Defendant's Name

SECTION A MEDIATION REQUESTED

Homeowner-Borrower(s) request court sponsored foreclosure mediation.

#### HOMEOWNER-BORROWER'S CERTIFICATION

Robert J HAAR

(insert your name(s))

hereby certifies and says:

- 1 I / We am/are the owner and mortgagor of the property subject to foreclosure in the above captioned foreclosure action, which property is known as 24 Andrew St Old Bridge New Jersey.  
(insert the property address)
- 2 I / We am/are the borrowers on the mortgage loan.
- 3 I / We live in the above-described property and the property is my/our principal residence.
- 4 I / We  have  have not filed an answer to the foreclosure complaint filed by my lender.

I / We certify that the statements made above are true. I / We am / are aware that if any of the statements made by me / us are willfully false, I / we am / are subject to punishment.

Robert J Haak

Signature

5/10/09

Date

Stephanie M Haak

Signature

5/10/09

Date

Robert J. HAAR

(Type or Print Name)

Stephanie M. HAAR

(Type or Print Name)

#### HOMEOWNER'S FORECLOSURE PREVENTION PROPOSAL

Briefly outline the workout proposal you are seeking (if necessary, attach additional pages):

I have tried diligently to work this out with the mortgage company. I would like to come to an agreement on a reasonable monthly payment and an interest rate less than the 12.99% they require. I have a wife and 2 kids to support and the payment is just too high and unaffordable. If known, the lender's loss mitigation representative's name and his/her location and telephone number is:

#### HOMEOWNER CONTACT INFORMATION

Name

Robert J HAAR

Address

24 Andrew St Old Bridge NJ 08857

Home Telephone

732 607-0264

Cell Phone

732 403-1926



## FORECLOSURE MEDIATION FINANCIAL WORKSHEET

DOCKET No: F 2 2 9 2 5 0 6

Tribeca Lending Corp. v. Robert J. HAAK  
Plaintiff's Name First Defendant's Name

### PERSONAL INFORMATION

<b>Borrower's Name</b> Robert J HAAK		<b>Co-Borrower's Name</b> Stephanie M. HAAK	
<b>Social Security Number</b> 085-60-4309	<b>Date of Birth (mm/dd/yyyy)</b> 07/25/1964	<b>Social Security Number</b> 141-82-9003	<b>Date of Birth (mm/dd/yyyy)</b> 08/19/1970
<input checked="" type="checkbox"/> Married <input type="checkbox"/> Separated	<input type="checkbox"/> Civil Union/ Domestic Partner <input type="checkbox"/> Unmarried (single, divorced, widowed)	<input checked="" type="checkbox"/> Married <input type="checkbox"/> Separated	<input type="checkbox"/> Civil Union/ Domestic Partner <input type="checkbox"/> Unmarried (single, divorced, widowed)
<b>Dependents (Not listed by Co-Borrower)</b> Madison C. HAAK		<b>Dependents (Not listed by Borrower)</b> RYAN J. HAAK	
<b>Present Address (Street, City, State, Zip)</b> 24 Andrew St Old Bridge NJ 08857		<b>Present Address (Street, City, State, Zip)</b> 57	

### EMPLOYMENT INFORMATION

<b>Employer</b> Epstein, Becker + Green PC	<input type="checkbox"/> Self Employed	<b>Employer</b> N/A	<input type="checkbox"/> Self Employed
<b>Position/Title</b> IT Analyst	<b>Date of Employment</b> 6/14/1993	<b>Position/Title</b>	<b>Date of Employment</b>
<b>Second Employer</b>		<b>Second Employer</b>	
<b>Position/Title</b>	<b>Date of Employment</b>	<b>Position/Title</b>	<b>Date of Employment</b>

	Borrower	Co-Borrower	Total
Gross Salary/Wages	67,442.50		\$0.00
Net Salary/Wages	63,104.50		\$0.00
Unemployment Income			\$0.00
Child Support/Alimony			\$0.00
Disability Income			\$0.00
Rental Income			\$0.00
Other Income			\$0.00
<b>Total (do not include Gross Income)</b>	0.00	0.00	\$0.00

### EXPENSE AND LIABILITIES

	Monthly Payments	Balance Due
First Mortgage	3,124.00	
Second Mortgage		
Other Liens/Rents		
Homeowners' Association Dues		
Hazard Insurance		
Real Estate Taxes		
Child Care		
Health Insurance		
Medical Charges		
Credit Card/Installment Loan		
Credit Card/Installment Loan		
Credit Card/Installment Loan		
Automobile Loan 1	428.96	
Automobile Loan 2		16,000.00
Auto/Gasoline/Insurance	300.00	
Food/Spending Money	300.00	
Water/Sewer/Utilities	300.00	
Phone/Cell Phone	40.00	
Other	250.00	
<b>Total</b>	4,942.96	16,000.00

ASSETS		Estimated Value
Personal Residence		
Real Property		\$ 330,000.00
Personal Property		
Automobile 1		
Automobile 2		
Checking Accounts		
Saving Accounts		1,500.00
IRA/401K/Keogh Accounts		
Stock/Bonds/CDs		34,000.00
Cash Value of Life Insurance		
Other		200,000.00
	<b>Total</b>	<b>565,500.00</b>

**Reason for Delinquency/Inability to Satisfy Mortgage Obligation:**

<input type="checkbox"/> Reduction in Income	<input type="checkbox"/> Medical Issues	<input type="checkbox"/> Death of family member
<input checked="" type="checkbox"/> Poor budget management skills	<input checked="" type="checkbox"/> Increase in expenses	<input type="checkbox"/> Business venture failed
<input type="checkbox"/> Loss of Income	<input type="checkbox"/> Divorce/separation	<input checked="" type="checkbox"/> Increase in loan payment
<input type="checkbox"/> Other: _____		

**Further Explanation:** I believe that I was a victim of predatory lending and possibly other violations. The broker who structured my loan inflated my income to get me approved. A detailed explanation is attached.

I / We obtained a mortgage loan(s) secured by the above-described property.  
 I / We have described my/our present financial condition and reason for default and have attached required documentation.  
 I / We consent to the release of this financial worksheet and attachments to the mediator and the plaintiff or plaintiff's servicing company by way of the plaintiff's attorney.  
 By signing below, I / we certify the information provided is true and correct to the best of my / our knowledge.

<p><u>Robert Haak</u> Signature of Borrower</p>	<p><u>065-60-4309</u> SSN</p>	<p><u>8/10/09</u> Date</p>
<p><u>Stephanie M Haak</u> Signature of Co-Borrower</p>	<p><u>141-82-9003</u> SSN</p>	<p><u>8/10/09</u> Date</p>

**Please attach the following:**

- ✓ Last federal tax return filed
- ✓ Proof of Income (e.g. one or two current pay stubs)
- ✓ Past two (2) bank statements
- ✓ If self-employed, attach a copy of the past six month's profit and loss statement

**This is an attempt to collect a debt and any information obtained will be used for that purpose.**

CO FILE DEPT CLOCK NUMBER 020  
 X4D 001923 N55420 0000091181 1

EPSTEIN, BECKER & GREEN, P C  
 250 PARK AVENUE  
 NEW YORK, NEW YORK 10177

Taxable Marital Status Married  
 Exemptions/Allowances  
 Federal 3  
 NY 0

Social Security Number XXX-XX-XXXX

Earnings	rate	hours	this period	year to date
Regular	34 6170	72 33	2,503 85	34,205.78
Pto	34 6170	3 50	121 16	2,544.36
Straight Ot	34 6170	3 00	103 85	1,739 52
Overtime				311.55
Retro Earnings				-34 62
<b>Gross Pay</b>			<b>\$2,728.86</b>	<b>38,766 59</b>

Deductions	Statutory		
Federal Income Tax	-195 98		2,964 49
Social Security Tax	-157 47		2,240 71
Medicare Tax	-36 83		524 04
NY State Income Tax	-136.10		1,945.32
NY SUI/SDI Tax	-1 30		18.20
<b>Other</b>			
Dental	-13 34*		186 76
Health Insur	-174.05*		2,416 14
Vision Insur.	-1.66*		23 24
Vol-Life Insur	-12 54		176 04
401K-Loan Pt/St	-239.99		3,359 86
<b>Net Pay</b>			<b>\$1,759.60</b>

\* Excluded from federal taxable wages

Your federal taxable wages this period are  
 \$2,539 81

## Earnings Statement



Period Beginning 07/16/2009  
 Period Ending: 07/31/2009  
 Pay Date: 07/31/2009

ROBERT HAAK  
 24 ANDREW STREET  
 OLD BRIDGE, NJ 08857

### Other Benefits and Information

	this period	total to date
Health Ins.		2,416.14
Pto Earnings		2,544.36
Pto Hours		73 50
Retro Earnings		-34 62

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TEAR HERE

CO FILE DEPT CLOCK NUMBER 020  
 X4D 001923 N55420 0000091097 1

EPSTEIN, BECKER & GREEN, P.C.  
 250 PARK AVENUE  
 NEW YORK, NEW YORK 10177

Taxable Marital Status Married  
 Exemptions/Allowances  
 Federal 3  
 NY 0

Social Security Number XXX-XX-XXXX

Earnings	rate	hours	this period	year to date
Regular	34.6170	75 83	2,625 01	31,701 93
Retro Earnings	34 6170	-1 00	-34 62	-34 62
Straight Ot	34 6170	5 25	181 74	1,635 67
Overtime				311 55
Pto				2,423 20
<b>Gross Pay</b>			<b>\$2,772.13</b>	36,037.73

Deductions	Statutory		
Federal Income Tax		-202 47	2,768 51
Social Security Tax		-160 15	2,083 24
Medicare Tax		-37 46	487 21
NY State Income Tax		-139 06	1,809 22
NY SUI/SDI Tax		-1 30	16 90
<b>Other</b>			
Dental		-13 34*	173.42
Health Insur.		-174 05*	2,242 09
Vision Insur		-1.66*	21.58
Vol-Life Insur		-12 54	163 50
401K-Loan P/St		-239.99	3,119 87
<b>Net Pay</b>			<b>\$1,790.11</b>

\* Excluded from federal taxable wages

Your federal taxable wages this period are  
 \$2,583 08

## Earnings Statement



Period Beginning 07/01/2009  
 Period Ending 07/15/2009  
 Pay Date 07/15/2009

ROBERT HAAK  
 24 ANDREW STREET  
 OLD BRIDGE, NJ 08857

Other Benefits and Information	this period	total to date
Health Ins		2,242 09
Pto Earnings		2,423 20
Pto Hours		70 00
Retro Earnings		-34 62

# ATTORNEY ETHICS GRIEVANCE FORM

PLEASE TYPE OR PRINT LEGIBLY ALL INFORMATION

**A. GRIEVANT: MR /MRS /MISS/MS (CIRCLE ONE)**

Haak	Robert	J.
LAST NAME	FIRST	MI
24 Andrew Street		
ADDRESS	STREET/P O. BOX	
Old Bridge	N. J.	08857
		Middelsex
CITY	STATE	ZIP
		COUNTY
TELEPHONE. HOME ( 732 )	403-1926	OFFICE ( 212 ) 351-4772

**B. THE SPECIFIC LAWYER YOU ARE COMPLAINING ABOUT IS:**

Lynch, Jr.	John	
LAST NAME (INCLUDE SR., JR., III, ETC.)	FIRST	MI
NAME OF LAW FIRM, IF ANY, WHICH LAWYER IS ASSOCIATED		
40 Main Street		

ADDRESS	STREET/P O BOX	PHONE
Franklin	N. J.	07416
		Sussex
CITY	STATE	ZIP
		COUNTY

- (1) IS THE SPECIFIC LAWYER COMPLAINED OF YOUR LAWYER?  YES  NO
- (2) IF SO, DOES THIS LAWYER STILL REPRESENT YOU?  YES  NO
- (3) IF NOT, DO YOU HAVE A NEW LAWYER?  YES  NO
- (4) IF SO, WHO IS YOUR NEW LAWYER? \_\_\_\_\_

**C. THE TYPE OF CASE HANDLED BY THE LAWYER WAS: (CHECK ONE)**

- |                                                                          |     |                                                         |     |
|--------------------------------------------------------------------------|-----|---------------------------------------------------------|-----|
| <input type="checkbox"/> Admiralty/Manitime                              | (V) | <input type="checkbox"/> International Law              | (I) |
| <input type="checkbox"/> Adoption/Name Charge                            | (A) | <input type="checkbox"/> Juvenile Delinquency           | (J) |
| <input type="checkbox"/> Bankruptcy/Insolvency/Foreclosure               | (B) | <input type="checkbox"/> Labor                          | (L) |
| <input type="checkbox"/> Collection                                      | (H) | <input type="checkbox"/> Landlord/Tenant                | (Q) |
| <input type="checkbox"/> Contract                                        | (K) | <input type="checkbox"/> Negligence (Personal Injury)   | (N) |
| <input type="checkbox"/> Corporation/Partnership Law                     | (X) | <input type="checkbox"/> Property Damage                |     |
| <input type="checkbox"/> Criminal, Quasi-criminal and Municipal Court    | (C) | <input type="checkbox"/> Patent/Trademark/Copyright     | (P) |
| <input type="checkbox"/> Domestic Relations (Divorce, Support, Custody)  | (D) | <input checked="" type="checkbox"/> Real Estate         | (R) |
| <input type="checkbox"/> Estate/Probate                                  | (E) | <input type="checkbox"/> Small Claims Court             | (S) |
| <input type="checkbox"/> Federal Remedies/Civil Rights                   | (G) | <input type="checkbox"/> Tax                            | (T) |
| <input type="checkbox"/> Government Agency Problems (Local Thru Federal) | (G) | <input type="checkbox"/> Workers Compensation           | (W) |
| <input type="checkbox"/> Immigration/Naturalization                      | (M) | <input type="checkbox"/> Other Litigation (specify)     | (Y) |
|                                                                          |     | <input type="checkbox"/> Other Non-Litigation (specify) | (Z) |

IS THE CASE HANDLED BY THE LAWYER STILL PENDING? ? YES NO

(This Section for Secretary's Use Only)

DOCKET NUMBER \_\_\_\_\_ DATE DOCKETED \_\_\_\_\_

<<< COMPLETE BOTH SIDES >>>

**D. OTHER RELATED COMPLAINTS OR LITIGATION**

(1) HAVE YOU FILED A COMPLAINT REGARDING THIS MATTER WITH LAW ENFORCEMENT AUTHORITIES OR ANY OTHER STATE OR FEDERAL AGENCY?  YES  NO

NAME OF AGENCY: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ DATE FILED: \_\_\_\_\_

RESULT \_\_\_\_\_

(2) IS THE MATTER YOU ARE COMPLAINING ABOUT THE SUBJECT OF A PENDING CIVIL LAWSUIT?  YES  NO

IF YES, GIVE NAME OF COURT Unknown, I never received a copy of the complaint

DOCKET NUMBER \_\_\_\_\_ COUNTY \_\_\_\_\_

**E. NATURE OF GRIEVANCE:**

STATE WHAT THE LAWYER DID OR FAILED TO DO WHICH MAY BE UNETHICAL. STATE ALL RELEVANT FACTS INCLUDING DATES, TIMES, PLACES AND NAMES AND ADDRESSES OF IMPORTANT WITNESSES. ATTACH COPIES OF IMPORTANT LETTERS AND DOCUMENTS

In 2007 I retained Mr. Lynch to file a complaint against a mortgage broker and the mortgage company who just refinanced my home loan. I was a victim of predatory lending and HUD violations which Mr Lynch concluded after my initial consultation with him. My home is now in foreclosure and I just recently found out that Mr Lynch has been disbarred from practicing law. I was never notified and I have not received my retainer back from. I have attached a brief explanation for your review. I dont have any Docket Number because I was never given a copy of the complaint so I dont even know if he actually filed a complaint on my behalf.

(USE ADDITIONAL SHEETS IF NECESSARY)

**F. INVESTIGATIVE CONFIDENTIALITY**

Language Superseded: See R.M. v. Supreme Court of New Jersey, 185 N.J. \_\_\_\_\_, (2005), 2005 N.J. LEXIS 1140. Under Supreme Court Rule 1:20-0(a), once you file this grievance form you are REQUIRED thereafter to keep all communications about this ethics matter CONFIDENTIAL during the investigation until and unless a complaint is issued and served. Only at that time does confidentiality end and the matter become public. This investigative confidentiality does not prevent you for discussing the facts underlying your grievance with, or reporting them to, any other person or agency. However, during the investigation you may not disclose the fact that you have filed an ethics grievance to persons other than members of the attorney disciplinary system, except to discuss the case with other witnesses or to consult an attorney. Language Superseded See R.M. v. Supreme Court of New Jersey, 185 N.J. \_\_\_\_\_, (2005), 2005 N.J. LEXIS 1140.

Date 07/17/2009

Signature \_\_\_\_\_

OAE-G3 3/1/95

PLEASE REVIEW THE PAMPHLET "INFORMATION ABOUT GRIEVANCE PROCEDURES AND DISCIPLINE OF LAWYERS" PROVIDED BY THE ETHICS SECRETARY.

PLEASE NOTIFY DISTRICT SECRETARY OF DISABILITY ACCOMODATION NEEDS.



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### Ex-Franklin attorney arrested

Herald staff report

A former Franklin attorney was arrested last week on a child support warrant out of Middlesex County, less than two weeks after he was disbarred for misappropriating a client's trust fund, authorities said.

John G. Lynch Jr., 42, of Franklin, was arrested for allegedly failing to pay child support and turned over to Middlesex County authorities when he could not post \$11,092 bail, police said.

Lynch was admitted to the state bar in 1992. In late February, he signed a disbarment by consent form acknowledging he could not defend himself against the misappropriation charges.

He was permanently barred from practicing law March 6.

Lynch's attorney, Richard Katin, declined to comment on the proceeding, and the Office of Attorney Ethics did not provide details about the charges.

Lynch could not be reached at his listed phone number.

Created: 3/21/2009 Updated: 3/22/2009

Email	<input type="text"/>
Password	<input type="password"/>
<input type="button" value="Login"/>	
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