

**RECEIVED**

SEP 19 2012

File No. 14942-0061

**SUPERIOR COURT  
CLERK'S OFFICE**

**Law Offices  
PARKER McCAY P.A.  
9000 Midlantic Drive, Suite 300  
P.O. Box 5054  
Mount Laurel, New Jersey 08054  
(856) 596-8900  
Attorneys for Rushmore Loan Management Services, LLC**

**IN RE SPECIAL SUMMARY ACTION  
AUTHORIZED BY ORDER OF THE  
NEW JERSEY SUPREME COURT  
DATED APRIL 4, 2012 BY  
RUSHMORE LOAN MANAGEMENT  
SERVICES, LLC TO ISSUE  
CORRECTED NOTICES OF INTENT  
TO FORECLOSE**

**SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION  
\_\_\_\_\_ COUNTY**

**DOCKET NO. F -020701-12  
CIVIL ACTION**

**VERIFIED COMPLAINT IN  
SUPPORT OF SUMMARY ACTION  
AUTHORIZED BY ORDER OF THE  
SUPREME COURT OF NEW JERSEY  
DATED APRIL 4, 2012 TO ISSUE  
CORRECTED NOTICE OF INTENT  
TO FORECLOSE**

Rushmore Loan Management Services, LLC ("Rushmore"), authorized to act on behalf of the foreclosure Plaintiffs in pending, pre-judgment uncontested foreclosure matters, by way of Verified Complaint, hereby brings this action pursuant to the April 4, 2012 Order of the New Jersey Supreme Court entered after the New Jersey Supreme Court's published opinion/decision in U.S. Bank, N.A. v. Guillaume, 209 N.J. 449 (2012), and states as follows:

1. Rushmore is a mortgage loan servicer for residential properties located in the State of New Jersey.

2. When Rushmore services mortgage loans for residential properties located in the State of New Jersey, its functions include, but are not limited to, the issuance of statements for payment; the collection of payments; loss mitigation; and the coordination of and assistance with mortgage foreclosure actions commenced by counsel in the name of the owner of the mortgage loan for whom Rushmore provides services. Rushmore provides its services to the owners of mortgage loans pursuant to and in accordance with written contracts that govern the parties' relationship, as well as in accordance with the applicable loans documents, the New Jersey Rules of Court and other applicable New Jersey and/or federal laws.

3. Rushmore performs services for, among other owners of mortgage loans:

a. TruCap Grantor Trust 2010-2.

4. Rushmore is authorized to commence this action on behalf of the foregoing entity, who is the Plaintiff in a pending mortgage foreclosure matter identified in Exhibit "A" attached hereto. The mortgage foreclosure action identified in Exhibit "A" is hereinafter referred to as the "Subject Foreclosure Matter". The defendants identified in Exhibit "A" are hereinafter identified as the "Foreclosure Defendants". The Subject Foreclosure Matter involves real property located in the State of New Jersey.

5. Exhibit "A" is incorporated herein by reference as if set-forth at length.

6. The Subject Foreclosure Matter is an uncontested matter filed on or before February 27, 2012 in which final judgment has not been entered.

7. Prior to the Subject Foreclosure Matter being filed, the Foreclosure Defendants were provided a written Notice of Intent to Foreclose ("NOI") pursuant to N.J.S.A. 2A:50-56(a) and (b). N.J.S.A. 2A:50-56(a) and (b) state, among other things, that

before a residential mortgage lender may accelerate the maturity of any residential mortgage obligation and commence any foreclosure or any other legal action to take possession of the residential property (after default by the residential mortgage debtor), the residential mortgage lender shall give written notice of such intention to the residential mortgage debtor at least 30 days in advance of such action.

8. The NOIs sent to the Foreclosure Defendants did not identify the name and telephone number of the person to whom payment or tender should be made to cure the default to avoid initiation of foreclosure proceedings, as required by N.J.S.A. 2A:50-56(c)(5). Instead, only the name of the lender and the address to where payment or tender should be made to cure the default to avoid initiation of foreclosure proceedings were identified.

9. In the recent decision of U.S. Bank N.A. v. Guillaume, 209 N.J. 449 (2012), the New Jersey Supreme Court held that an NOI must strictly adhere to N.J.S.A. 2A:50-56(c)(11) by identifying the name and address of the lender, and where an NOI does not strictly adhere to N.J.S.A. 2A:50-56(c)(11), the trial court has discretion to choose the appropriate remedy for such deficiency.

10. Thereafter, the Supreme Court of New Jersey issued an April 4, 2012 Order in which, among other things, The Honorable Paul Innes, P.J.Ch., Mercer County, and The Honorable Mary McVeigh, P.J.Ch., Passaic County, were each empowered to entertain summary actions by Order to Show Cause as to why the Plaintiffs in any uncontested residential mortgage foreclosure actions filed on or before February 27, 2012 in which final judgment has not yet been entered, who served NOIs that are deficient under N.J.S.A. 2A:50-56, should not be allowed to serve corrected NOIs. A copy of this Order is attached hereto as Exhibit "B".

11 The Subject Foreclosure Matter, in light of being uncontested residential mortgage foreclosure actions filed on or before February 27, 2012 in which final judgment has not yet been entered, falls within the purview of the April 4, 2012 Order of the New Jersey Supreme Court.

12. To comply with the April 4, 2012 Order of the New Jersey Supreme Court, in the event this Court enters judgment in favor of Rushmore as requested herein, attached hereto as Exhibit "C" is the corrected NOI that is fully compliant with N.J.S.A. 2A:50-56 that Parker McCay P.A. (Kathryn M. Gilbertson Shabel, Esquire), on behalf of Rushmore, will send to the Foreclosure Defendants. Each corrected NOI sets-forth, among other things, the information specific to the Foreclosure Defendants' mortgage loan; their default, the lender's name and address and the date by which and amount required to reinstate their mortgage loan.

13. To further comply with the April 4, 2012 Order of the New Jersey Supreme Court, in the event this Court enters judgment in favor of Rushmore as requested herein, attached hereto as Exhibit "D" is the proposed form of explanatory letter that Parker McCay P.A. (Kathryn M. Gilbertson Shabel, Esquire), on behalf of Rushmore, will send to the Foreclosure Defendants with the corrected NOI that is fully compliant with N.J.S.A. 2A:50-56. The explanatory letter sets-forth, among other things, why the corrected NOI is being issued; the procedure to follow in the event the Foreclosure Defendants desire to object to the NOI; identifies the individual the Foreclosure Defendants should contact with any questions; and notifies the Foreclosure Defendants of the right to object to the corrected NOI, as well as the right to cure the default within at least 30 days of the date of the corrected NOI.

**COUNT ONE- TruCap Grantor Trust 2010-2**

1. Exhibit "A" identifies the Subject Foreclosure Matter in which TruCap Grantor Trust 2010-2 is the Plaintiff and for which Rushmore acts as servicer.

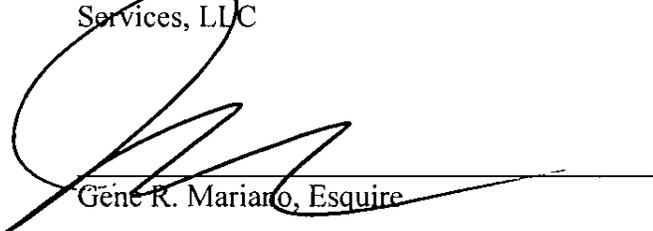
2. Rushmore, or its predecessor, previously served NOIs on the Foreclosure Defendants identified in Exhibit "A" that did not comply with N.J.S.A. 2A:50-56(c)(5). The NOIs did not identify the name and telephone number of the person to whom payment or tender should be made to cure the default to avoid initiation of foreclosure proceedings. Instead, only the name of the lender and the address to where payment or tender should be made to cure the default to avoid initiation of foreclosure proceedings were identified.

**WHEREFORE**, Rushmore respectfully requests that this Court enter judgment in its favor as follows:

1. Permitting Rushmore, through its designee, Parker McCay P.A. (Kathryn M. Gilbertson Shabel, Esquire), to issue corrected NOIs, in the form attached hereto as Exhibit "C", to each of the Foreclosure Defendants identified in Exhibits "A", along with the letter of explanation, in the form attached hereto as Exhibit "D"; and

2. For such other relief as this Court deems just and equitable.

**PARKER McCAY P.A.**  
Attorneys for Rushmore Loan Management  
Services, LLC

  
Gene R. Mariano, Esquire

LAW OFFICE  
PARKER McCAY P.A.

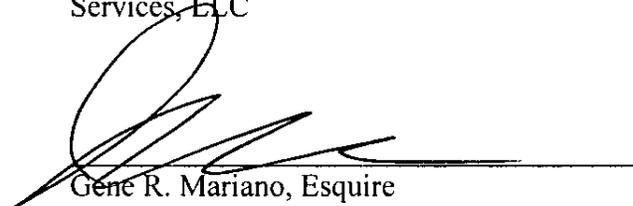
Dated:

9/18/12

**CERTIFICATION**

I certify pursuant to Rule 4:5-1 that, to the best of my knowledge, this matter is not the subject of any other action pending in any court or of a pending arbitration proceeding, nor is any other action or arbitration proceeding contemplated, other than the Subject Foreclosure Matters.

**PARKER McCAY P.A.**  
Attorneys for Rushmore Loan Management  
Services, LLC



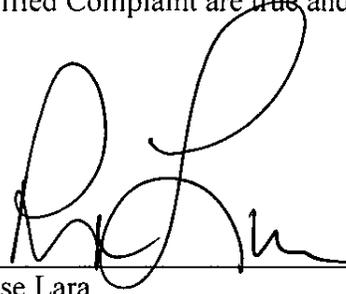
Gene R. Mariano, Esquire

Dated: 9/18/12

**VERIFICATION**

I, Rose Lara, being duly sworn state:

1. I am a Vice President with Rushmore Loan Management Services, LLC and appointed attorney in fact for TruCap Grantor Trust 2010-2;
2. I am authorized to execute this Verification;
3. The allegations in this Verified Complaint are true and accurate to the best of my knowledge and belief; and
4. The Exhibits attached to this Verified Complaint are true and accurate to the best of my knowledge and belief.



Rose Lara

Sworn and subscribed before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 2012:

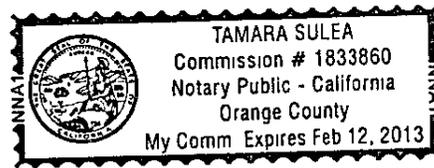
*See ATTACHED*

# JURAT

State of California  
County of Orange

Subscribed and sworn to (or affirmed) before me on this 6<sup>th</sup> day of September, 2012 by  
**Rose Lara**, proved to me on the basis of satisfactory evidence to be the person(s) who appeared  
before me

Signature \_\_\_\_\_



(This area for notary stamp)

Loan #: 7600003156

EXHIBIT A

Exhibit A

Caption	Docket No	Date of Origination of Loan	Date of Default	Date of NOI	Complaint Filed	Service Effectuated	Default Entered	Litigation	NOI Defficiencies
TRUCAP GRANTOR TRUST 2010-2, v GARY LEITNER, HELEN LEITNER	F-1462-09	3/26/2007	9/1/2008	11/16/2008	1/7/2009	1/15/2009 Answer filed 10/11/2009	By Order of Summary Judgment 2/28/2012	Resolved by Motion for Summary Judgment	(c )(5)

## EXHIBIT B

## SUPREME COURT OF NEW JERSEY

In furtherance of the Court's holding in U.S. Bank N.A. v. Guillaume, A-11-11 (February 27, 2012), it is ORDERED that Hon. Paul Innes, P.J.Ch., Mercer Vicinage, and Hon. Margaret Mary McVeigh, P.J.Ch., Passaic Vicinage, are each authorized to entertain summary actions by Orders to Show Cause as to why plaintiffs in any uncontested residential mortgage foreclosure actions filed on or before February 27, 2012 in which final judgment has not yet been entered, who served Notices of Intention to Foreclose that are deficient under the Fair Foreclosure Act, N.J.S.A. 2A:50-56, should not be allowed to serve corrected Notices of Intention to Foreclose on defendant mortgagors and/or parties obligated on the debt. Such summary actions should be filed with the Clerk of the Superior Court and assigned to each judge upon filing.

It is FURTHER ORDERED that, if approved by the court, any corrected Notice of Intention to Foreclose served pursuant to an order issued as a result of such an action must be accompanied by a letter to the defendant mortgagor and/or parties obligated on the debt setting forth the reasons why the corrected Notice of Intention to Foreclose is being served, the procedure to follow in the event a defendant wishes to object to the Notice of Intention to Foreclose, the individuals to contact with any questions, and that the receipt of the corrected Notice of Intention to Foreclose allows defendant mortgagors and/or parties obligated on the debt 30 days in which to object or to cure the default.

It is FURTHER ORDERED that any Rule 4:64-1(a) or Rule 4:64-2(d) Certification of Diligent Inquiry filed by a plaintiff who has served a corrected Notice of Intention to

Foreclose pursuant to an order issued as a result of such summary action shall list therein with specificity the steps taken to cure the deficient Notice of Intention to Foreclose.

It is FURTHER ORDERED that the Office of Foreclosure is authorized to recommend the entry of final judgment pursuant to Rule 1:34-6 in uncontested actions in which the procedures set forth in this Order have been followed.

For the Court,

A handwritten signature in black ink, appearing to be "S. P. ...", written over a horizontal line.

Chief Justice

Dated: April 4, 2012

EXHIBIT C

«LFS0\_SYSTEMDATE»

File No. «LFS0\_FILEOPENNO»

*Via Regular Mail and  
Certified Mail, R.R.R. # \_\_\_\_\_*  
«LFS0\_LTRTO»  
«LFS0\_LTRTOADDRESS»

**Re: Our Client: [Insert Name We Are Foreclosing In The Name Of]  
Loan # [Insert Loan #]  
Property Address: [Insert Property Address]**

**CURE NOTICE OF INTENT TO FORECLOSE UNDER U.S. BANK N.A. v.  
GUILLAUME<sup>1</sup> WHILE FORECLOSURE IS PENDING**

Dear «LFS0\_LTRTOSALUTATIONSUFFIX»:

This firm represents the interests of [Insert name we are foreclosing in the name of], (hereinafter "Lender"), whose address is [Insert address] in the above-referenced matter. On [insert date of Note], you executed a Note which is secured by a mortgage on your property located at [insert property address].

This mortgage is in serious default because you have not made the monthly payments due.

The total amount required to cure this default as of the date of this letter is \$\_\_\_\_\_.

**RIGHT TO CURE**

You may cure your default by paying to lender the amount of \$[insert total amount needed to cure default provided by client] along with any and all monthly payments and associated late charges which may come due prior to [insert 35 days from the date of the letter]. This amount must be received by Lender on or prior to [insert 35-days from date of this letter]. Your payment must be mailed to:

[Insert name we are foreclosing in the name of]<sup>2</sup>

---

<sup>1</sup> U.S. Bank N.A. v. Guillaume, 2012 LEXIS NJ 162 (N.J. Feb. 27, 2012)

c/o [Insert name of client, if different then name we are foreclosing]  
Attn: [Insert Contact Person]  
[Insert address]  
[Insert phone number]

Your payment must be in the form of a certified, cashier's check, cash or money order with your account number included thereon. We strongly recommend that you contact the above-referenced representative of your Lender to obtain the most current figures needed to cure your monthly default.

In addition, you must provide proof that all real estate taxes due through the date of this letter have been paid, and any tax sale certificates paid in full.

If you do not cure the default by the above date, the Lender will exercise its right to accelerate the mortgage payments. This means that whatever is owing on the original amount borrowed will be considered due immediately and you may lose the right to pay off the original mortgage in monthly installments.

If you cure the default by [insert 35-days from date of this letter], there will be no requirement to pay attorney's fees and legal costs.

IF YOU DO NOT CURE THE DEFAULT BY [insert 35-days from date of this letter], LENDER MAY PROCEED WITH THE PENDING FORECLOSURE ACTION AGAINST YOU AND TAKE STEPS TO TERMINATE YOUR OWNERSHIP IN THE PROPERTY BY CONTINUING THE FORECLOSURE SUIT IN A COURT OF COMPETENT JURISDICTION.

IN THE EVENT LENDER PROCEEDS WITH THE FORECLOSURE ACTION, YOU WILL STILL HAVE A RIGHT TO CURE THE DEFAULT PRIOR TO THE ENTRY OF THE FORECLOSURE JUDGMENT PURSUANT TO SECTION 5 OF THE NEW JERSEY FAIR FORECLOSURE ACT, HOWEVER, YOU WILL BE RESPONSIBLE FOR LENDER'S COURT COSTS AND ATTORNEYS' FEES IN AN AMOUNT NOT TO EXCEED THAT AMOUNT PERMITTED PURSUANT TO THE RULES GOVERNING THE COURTS OF THE STATE OF NEW JERSEY.

You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to remain in the property. If you continue to live in the property after the Sheriff's Sale, a Writ of Possession will be issued to evict you.

If you cure your default, your mortgage loan will be reinstated. However, if legal action is commenced, and you reinstate, your right to reinstate cannot again be exercised for eighteen (18) months after the date of reinstatement.

In the event you transfer ownership of the property to another person, after Lender has started its foreclosure action, the transfer is still subject to Lender's rights in the mortgage

---

<sup>2</sup> Note. [insert name of client] is a servicer for loan owner [insert name we are foreclosing in the name of], and authorized to collect loan payments on its behalf

covering the property. The new owner of the property may have the right to cure the default pursuant to the provisions of the New Jersey Fair Foreclosure Act, subject to the provisions of the Mortgage. If the Note and Mortgage provide that a transfer of the property is a default, such a transfer will not stop our foreclosure action.

### **RIGHT TO SEEK LEGAL ADVICE**

You are hereby advised to seek legal advice from an attorney of your own choosing concerning your rights under the mortgage documents and the Fair Foreclosure Act.

If you are unable to afford an attorney, call a Legal Services Office in the county in which the property is located. An individual not eligible for free legal assistance may obtain a referral to an attorney by calling the New Jersey State Bar Association or the Lawyer Referral Service for the county in which the property is located. These numbers are listed on the attached schedule.

### **POSSIBLE FINANCIAL ASSISTANCE**

You are hereby advised that there may be financial assistance available to you to help you cure your default through programs operated by the New Jersey State Government, United States Government and numerous non-profit organizations. You are advised to contact the New Jersey Commissioner of Banking and Insurance at 20 W. State Street, CN 040, Trenton, New Jersey 08625, by calling (609) 292-3420 and inquiring about the programs that may be available to you in order to assist you in curing your default under your mortgage loan. Attached is a schedule listing entities which may provide financial assistance or counseling to borrowers in foreclosure.

### **IF YOU DISAGREE WITH LENDER'S ASSERTION**

If you disagree with the lender's assertion that a default has occurred or the correctness of the lender's calculation of the amount required to cure default, please contact:

[Insert name we are foreclosing in the name of]  
c/o [Insert name of client, if different then name we are foreclosing]  
Attn: [Insert Contact Person]  
[Insert address]  
[Insert phone number]

### **BANKRUPTCY NOTICE**

If you are a customer in bankruptcy or a customer who has received a bankruptcy discharge of this debt, please be advised that this letter constitutes neither a demand for payment of the captioned debt, nor a notice of personal liability to any recipient hereof who might have received a discharge of such debt in accordance with the applicable bankruptcy laws or who might be subject to the automatic stay of Section 362 of the United States Bankruptcy Code. Please be advised if the above applies to you, this letter is being served only for informational purposes.

**SERVICEMEMBERS' CIVIL RELIEF ACT NOTICE**

If you believe that you are entitled to the benefits as outlined in the Servicemembers' Civil Relief Act, you should promptly provide us with evidence of your active duty status.

If you dispute that you are in default and/or the correctness of the amount necessary to cure the default, you should contact [insert client contact person, client name, address], or by calling [insert client phone number].

UNLESS YOU DISPUTE THE VALIDITY OF THIS DEBT OR ANY PORTION THEREOF IN WRITING WITHIN THIRTY-FIVE (35) DAYS OF YOUR RECEIPT OF THIS LETTER, THE DEBT WILL BE ASSUMED TO BE VALID. IF, WITHIN THIRTY-FIVE (35) DAYS OF YOUR RECEIPT OF THIS LETTER, YOU NOTIFY US THAT THE DEBT, OR ANY PORTION THEREOF, IS DISPUTED, VERIFICATION OF THE DEBT WILL BE PROVIDED TO YOU. WE WILL PROVIDE YOU WITH THE NAME AND ADDRESS OF THE ORIGINAL LENDER IF DIFFERENT FROM THE CURRENT LENDER, IF YOU REQUEST THIS INFORMATION WITHIN THIRTY-FIVE (35) DAYS.

**PLEASE NOTE THIS COMMUNICATION IS FROM A DEBT COLLECTOR. THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

Very truly yours,

«LFS0\_LTRSIGNATURE»

«LFS0\_LTRSIGNATUREINITIALS»/«lfs0\_userdocinitials»

Enclosure

cc: [client]

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

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

**American Credit Alliance, Inc.**  
26 S. Warren St.  
Trenton, NJ 08608  
**609-393-5400**

**Atlantic Human Resources, Inc.**  
1 S. New York Ave.  
Atlantic City, NJ 08401  
**609-348-4131**

**Consumer Credit Counseling Service of Central New Jersey**  
1931 Nottingham Way  
Hamilton, NJ 08619  
**609-586-2574**

**Consumer Credit Counseling Service of New Jersey**  
185 Ridgedale Ave.  
Cedar Knolls, NJ 07927-1812  
**973-267-4324**

**Fair Housing Council of Northern New Jersey**  
131 Main St.  
Hackensack, NJ 07601  
**201-489-3552**

**Garden State Consumer Credit Counseling, Inc.**  
225 Willowbrook Road  
Freehold, NJ 07728  
**1-800-992-4557**

**Jersey Counseling & Housing Development, Inc.**  
29 S. Blackhorse Pike  
Blackwood, NJ 08012  
**856-227-3683**

**Jersey Counseling & Housing Development, Inc.**  
1840 S. Broadway  
Camden, NJ 08104  
**856-541-1000**

**Mercer County Hispanic Association**  
200 E. State St., 2nd Floor  
Trenton, NJ 08607  
**609-392-2446**

**Middlesex County Economic Opportunities Corporation**  
1215 Livingston Ave  
North Brunswick, NJ 08902  
**732-790-3344**

**Monmouth County Human Services**  
Housing Services Unit  
P O. Box 3000  
Freehold, NJ 07728  
**732-431-7998**

**NJ Citizen Action** (*main office/financial education center*)  
744 Broad St., Suite 2080  
Newark, NJ 07102  
**973-643-8800**  
**1-800-NJ-OWNER** (loan counseling)  
**1-888-TAXES-11** (free tax preparation assistance)

**NJ Citizen Action** (*Central Jersey*)  
85 Raritan Ave., Suite 100  
Highland Park, NJ 08904  
**732-246-4772**

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

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

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

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

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

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

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

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

**Urban League of Union County**  
288 N. Broad St  
Elizabeth, NJ 07208  
**908-351-7200**

**Homelessness Prevention Program**  
New Jersey Department of Community Affairs  
**(866) 889-6270\***

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

## SCHEDULE

### LIST OF NEW JERSEY STATE BAR ASSOCIATION LAWYER REFERRAL SERVICES OR LEGAL SERVICES OFFICES

New Jersey Bar Association - Tel. 908-249-5000

<u>LAWYER REFERRAL SERVICES</u>	<u>TELEPHONE NO.</u>
Atlantic County Bar Association	609-345-3444
Bergen County Bar Association	201-488-0044
Burlington County Bar Association	609-261-4862
Camden County Bar Association	856-964-4520
Cape May County Bar Association	609-463-0313
Cumberland County Bar Association	856-692-6207
Essex County Bar Association	973-622-6207
Gloucester County Bar Association	856-848-4589
Hudson County Bar Association	201-798-2727
Hunterdon County Bar Association	908-735-2611
Mercer County Bar Association	609-890-6200
Middlesex County Bar Association	732-828-0053
Monmouth County Bar Association	732-431-5544
Morris County Bar Association	973-267-5882
Ocean County Bar Association	732-240-3666
Passaic County Bar Association	973-278-9223
Salem County Bar Association	856-678-8363
Somerset County Bar Association	908-685-2323
Sussex County Bar Association	973-267-5882
Union County Bar Association	908-353-4715
Warren County Bar Association	973-267-5882

LEGAL SERVICES OFFICE

TELEPHONE NO.

Atlantic County	609-348-4200
Bergen County	201-487-2166
Burlington County	609-261-1088
Camden County	856-964-1002
Cape May County	609-465-3001
Cumberland County	856-451-0003
Essex County	973-624-4500
Gloucester County	856-848-5360
Hudson County	201-792-6363
Hunterdon County	908-782-7979
Mercer County	609-695-6249
Middlesex County	732-249-7600
Monmouth County	732-747-7400
Morris County	973-285-6911
Ocean County	732-341-2727
Passaic County	973-345-7171
Salem County	856-451-0003
Somerset County	908-231-0840
Sussex County	973-383-7400
Union County	908-354-4340
Warren County	973-475-2010

Legal Services of New Jersey, Inc. - Tel. 908-246-0770

NO GUARANTEE AS TO THE ACCURACY OF THE TELEPHONE NUMBERS  
SET FORTH ABOVE IS ASSUMED OR IMPLIED  
PLEASE CHECK YOUR TELEPHONE DIRECTORY

## EXHIBIT D

Form Letter to be Attached to Corrected NOIs Pursuant to an Order to Show Cause

[Letterhead of Plaintiff's Attorney]

[Date]

[Defendant Name(s)]  
[Defendant Address]  
[Defendant City, State ZIP]

Re. Order to Show Cause - [Caption and Docket Number of Order to Show Cause]  
Your Foreclosure Action - [Caption and Docket Number of Defendant's Foreclosure Action]

Dear [Defendant Name(s)]:

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 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 [month] [day], 2012, and in compliance with the Supreme Court's opinion in *U.S. Bank N.A. v. Guillaume*, [Hon. Paul Innes, P.J.Ch., Mercer Vicinage or Hon. Margaret Mary McVeigh, P.J.Ch., Passaic Vicinage], gave permission to [plaintiff or servicer name] 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 in which [plaintiff name] is the plaintiff.

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

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

**COUNT ONE- TruCap Grantor Trust 2010-2**

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 on the automatic search field on the court's website. If you do not have access to a computer or have trouble locating that information on the court's website

you can contact a representative at Rushmore {telephone number} who can assist you in locating the information about your foreclosure.

### **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 [*plaintiff or servicer name*] at [*telephone number*]. Additional contact information is provided in the corrected Notice of Intention to Foreclose.

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

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, [*attorney name*], at [*attorney address*], and mail a copy of the objection to [Judge Innes or Judge McVeigh] at [*address*].

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 [SCCOForeclosure.Mailbox@judiciary.state.nj.us](mailto:SCCOForeclosure.Mailbox@judiciary.state.nj.us).

**RECEIVED**

SEP 19 2012

File No. 14942-0061

SUPERIOR COURT  
CLERK'S OFFICE

Law Offices

**PARKER McCAY P.A.**

**9000 Midlantic Drive, Suite 300**

**P.O. Box 5054**

**Mount Laurel, New Jersey 08054**

**(856) 596-8900**

Attorneys for Rushmore Loan Management Services, LLC

**IN RE SPECIAL SUMMARY ACTION  
AUTHORIZED BY ORDER OF THE  
NEW JERSEY SUPREME COURT  
DATED APRIL 4, 2012 BY  
RUSHMORE LOAN MANAGEMENT  
SERVICES, LLC TO ISSUE  
CORRECTED NOTICES OF INTENT  
TO FORECLOSE**

**SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION  
\_\_\_\_\_ COUNTY**

**DOCKET NO. F -020701-12**

**CIVIL ACTION**

**BRIEF IN SUPPORT OF SUMMARY  
ACTION AUTHORIZED BY ORDER  
OF THE SUPREME COURT OF NEW  
JERSEY DATED APRIL 4, 2012 TO  
ISSUE CORRECTED NOTICES OF  
INTENT TO FORECLOSE**

**INTRODUCTORY STATEMENT**

On February 27, 2012, the New Jersey Supreme Court decided US Bank, N.A. v. Guillaume, 209 N.J. 449 (2012). Guillaume addressed, among other issues, whether Notices of Intent to Foreclose (“NOI”) sent to borrowers in advance of the filing of a foreclosure complaint pursuant to N.J.S.A. 2A:50-56(a) must strictly comply with and set-forth therein the information required in N.J.S.A. 2A:50-56(c)(11)<sup>1</sup> and, absent strict compliance (should that be the standard), what was the appropriate remedy for an NOI that did not comply with

<sup>1</sup> N.J.S.A. 2A:50-56(c)(11) requires an NOI to disclose, among other things, the name and address of the lender. The NOI at issue in Guillaume disclosed the name and address of the loan servicer.

N.J.S.A. 2A:50-56(c)(11).

The Guillaume Court held that NOIs must strictly comply with N.J.S.A. 2A:50-56(c)(11) by setting forth the name and address of the lender as opposed to the loan servicer. However, the Guillaume Court left the decision of how to remedy any such deficiency to the discretion of the Chancery/Trial Courts. The Guillaume Court expressly rejected the argument (and reversed the holding in Bank of New York v. Laks, 422 N.J. Super. 201 (App. Div. 2011)) that the only remedy to address a (c)(11) NOI deficiency was dismissal of the underlying foreclosure action.

Shortly after Guillaume was decided, the Supreme Court of New Jersey issued a Court Order on April 4, 2012 that authorized The Honorable Paul Innes, P.J.Ch. and The Honorable Margaret Mary McVeigh, P.J. Ch. to hear summary actions by Orders to Show Cause as to why Plaintiffs in any uncontested residential mortgage foreclosure actions filed on or before February 27, 2012 in which final judgment has not been entered who served NOIs that were not compliant with N.J.S.A. 2A:50-56 should not be allowed to serve corrected NOIs to remedy the originally non-compliant NOI. The Supreme Court's April 4, 2012 Order also requires that corrected NOIs, if permitted to be issued by Judge Innes or Judge McVeigh, must be accompanied by a letter of explanation setting forth to the borrowers the reasons why the corrected NOI is being issued, the procedure to follow if the borrower wishes to object, the individuals to contact with any questions and that receipt of the corrected NOI allows the borrowers thirty (30) days in which to object or to cure the specified payment default.

Rushmore Loan Management Services, LLP ("Rushmore") now moves pursuant to the Supreme Court's April 4, 2012 Order with respect to the borrower(s)/defendant(s)

identified in Exhibit "A" attached to Rushmore's Verified Complaint (hereinafter the "Foreclosure Defendants"). Each of the Foreclosure Defendants was originally served with an NOI that did not identify the name and phone number of the person to whom payment should be sent in contravention to N.J.S.A. 2A:50-56(c)(5)- instead, only the name and address of the lender was provided with instructions to tender payment thereto

For the reasons detailed below, it is respectfully submitted that Rushmore (or its designee) should be permitted to serve corrected NOIs and letters of explanation on the Foreclosure Defendants in the forms attached to Rushmore's Verified Complaint as Exhibits "C" and "D" respectively.

### **STATEMENT OF FACTS**

#### **ARGUMENT**

#### **I. RUSHMORE SHOULD BE PERMITTED TO ISSUE CORRECTED NOIS TO THE FORECLOSURE DEFENDANTS BECAUSE THE ORIGINAL NOIS PROVIDED THE FORECLOSURE DEFENDANTS NOTICE OF THEIR DEFAULT, THE CONSEQUENCES OF THEIR CONTINUED DEFAULT AND THE OPPORTUNITY TO CURE THEIR DEFAULT AND KEEP THEIR HOMES**

The Guillaume Court undertook an exhaustive analysis of the Fair Foreclosure Act, N.J.S.A. 2A:50-53-68, in making its decision that N.J.S.A. 2A:50-56(c)(11) must be strictly complied with, but that the Chancery/Trial Courts were empowered to use their discretion to fashion a remedy for non-compliance with N.J.S.A. 2A.50-56(c)(11). *Id.* at p.22-38. With respect to the Fair Foreclosure Act in general, the Guillaume Court noted that it was intended to "advance the public policies of the State by giving debtors every opportunity to pay their home mortgages, and thus keep their homes" while ensuring that "lenders will be benefited

when debtors cure their defaults and return the residential mortgage loan to performing status” and to “to expedite the foreclosure proceedings to bring New Jersey in line with its neighboring states....” Id. at 22 citations omitted).

With respect to fashioning a remedy for non-compliance with N.J.S.A. 2A:50-56(c)(11), as noted above, the Guillaume Court empowered the Chancery/Trial Courts to fashion appropriate remedies but specifically instructed that said Courts should consider the express purpose of the provision (i.e. N.J.S.A. 2A:50-56(c)(11))- “to provide notice that makes the debtor aware of the situation and to enable the homeowner to attempt to cure the default” Id. at 37 (citations omitted). Providing further clarity the Guillaume Court also stated “[a]ccordingly, a trial court fashioning an equitable remedy for a violation of N.J.S.A. 2A:50-56(c)(11) should consider the impact of the defect in the notice of intention upon the homeowner’s information about the status of the loan, and on his or her opportunity to cure the default”. Id. at 37-38.

Noting that these principals “animated” the Trial Court’s decision to permit US Bank to issue a corrected NOI identifying the name and address of the lender, the Guillaume Court declared the Trial Court’s decision a proper exercise of its discretion. Id. at 38.

In this matter, while a different section of N.J.S.A. 2A:50-56(c) is at issue (i.e. (c)(5) versus (c)(11)),<sup>2</sup> the same analysis undertaken in Guillaume applies. Thus, the operative question in this matter, as noted by the Guillaume Court, is whether the original NOIs issued to the Foreclosure Defendants provided notice that made the Foreclosure Defendants aware

---

<sup>2</sup> Again, each of the Foreclosure Defendants was originally served with an NOI that did not identify the name and phone number of the person to whom payment should be sent in contravention to N.J.S.A. 2A:50-56(c)(5)- instead, only the name and address of the lender was provided with instructions to tender payment thereto.

of the situation and enabled them the chance to cure their default (or, stated another way, whether the original NOIs properly notified the Foreclosure Defendants about the status of their loan and the opportunity to cure their default). Id. at 37-38. The clear answer to that question in this matter is “yes”.

There is no question that the original NOIs provided the Foreclosure Defendants with notice that, among other things, their loans were in default and the nature of the default; that they had a right to cure the default; the amount needed to cure the default and the date on which that amount must be tendered; and, absent the default being cured, that a foreclosure suite may be commenced. Moreover, the Foreclosure Defendants were given the contact information of the lender (name and address) and instructions to forward payment to the lender and were instructed to contact the lender (the name, address and phone number of the lender was provided) if Foreclosure Defendants disagreed that a default had occurred and/or the amount of the payment demanded to cure the default. Finally, the Foreclosure Defendants were also given a comprehensive list of state and other agencies to contact for financial and other assistance. The only information devoid from the NOIs was the name and phone number of the person to whom the Foreclosure Defendants were to send payment (again, the name of the lender and the address to where payment was to be sent was provided)

In other words, notwithstanding that the name and phone number of the person to whom the Foreclosure Defendants were to send payment were not included in the NOIs at issue, the Foreclosure Defendants were, in fact, provided notice that made them acutely aware of the situation (i.e. that they were in default of their payment obligations on their mortgage loan and, absent a timely cure, they faced foreclosure and the potential loss of their

home), and gave them an opportunity and the contact information to cure the default and keep their homes. The fact of the matter is that the Foreclosure Defendants chose not to cure their defaults and/or save their homes.

Thus, with respect to the Foreclosure Defendants, it is respectfully submitted that Rushmore should be permitted to issue corrected NOIs (and a letter of explanation) to cure the originally defective NOIs. Such relief in no way, shape or form circumvents the legislative intent that underpins the Fair Foreclosure Act in general and N.J.S.A. 2A:50-56(c) in particular. The undeniable fact is that the Foreclosure Defendants were provided ample notice that made them directly aware of their situations with respect to their mortgage loan and home and gave them an opportunity and the contact information to cure the default and keep their homes. Having established this irrefutable fact, it clearly is a proper exercise of its discretion for the Court in this matter to permit Rushmore to issue corrected NOIs and letters of explanation to the Foreclosure Defendants to cure the originally defective NOIs

**II. RUSHMORE SHOULD BE PERMITTED TO ISSUE CORRECTED NOIS TO THE FORECLOSURE DEFENDANTS BECAUSE THE FORECLOSURE DEFENDANTS HAVE ALSO HAD NUMEROUS NOTICES OF THEIR PAYMENT DEFAULT AND NUMEROUS OPPORTUNITIES TO CURE THEIR PAYMENT DEFAULT AND KEEP THEIR HOMES**

Rushmore is aware of the Court's analysis in Guillaume and the guidance it declared should be employed by the Chancery/Trial Courts when determining an appropriate remedy for non-compliance with N.J.S.A. 2A:50-56(c)(11). It is respectfully submitted, however, that the Chancery/Trial Courts (or this Court, in particular) should not limit the analysis to solely whether the purpose/intent of the Fair Foreclosure Act and N.J.S.A. 2A:50-56(c), in particular, were met notwithstanding that the original NOIs were defective.

The Court should also consider what transpired since the issuance of the original, defective NOI. For example, as noted in Exhibits "A" attached to Rushmore's Verified Complaint, the Foreclosure Defendants were also provided notice and an opportunity to cure and save their homes when the foreclosure complaint was formally served on them and when default was entered and served on them.<sup>3</sup>

Thus, the fact of the matter is that in addition to the original NOIs the Foreclosure Defendants have been given repeated notices about their current mortgage loan situation and an opportunity to cure their payment defaults and save their homes. Again, the Foreclosure Defendants chose not to cure their defaults and/or save their homes despite these notices/opportunities.

Thus, these additional facts further justify the relief sought by Rushmore. The Foreclosure Defendants have had repeated bites at the apple to cure their payment defaults and save their homes. Based on the foregoing, it is respectfully submitted that Rushmore should be permitted to issue corrected NOIs and letters of explanation to the Foreclosure Defendants to remedy the originally defective NOIs.

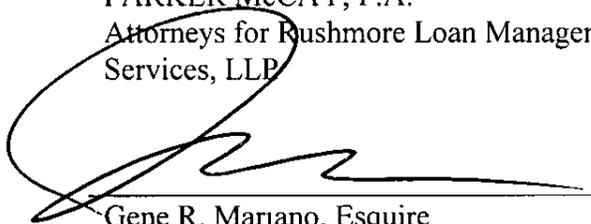
---

<sup>3</sup> Further notice and an opportunity to cure was afforded the Foreclosure Defendants prior to the entry of default because the Foreclosure Defendants were also the benefactors of a 14 day notices.

**CONCLUSION**

For all the foregoing reasons, it is respectfully submitted that Rushmore should be permitted to issue corrected NOIs (and letters of explanation) to the Foreclosure Defendants to remedy the originally defective NOIs. This remedy is clearly fair, just and equitable under the totality of the circumstances.

PARKER McCAY, P.A.  
Attorneys for Rushmore Loan Management  
Services, LLP



Gene R. Mariano, Esquire

Date: 9/18/12

File No. 14942-0061

**Law Offices  
PARKER McCAY P.A.  
9000 Midlantic Drive, Suite 300  
P.O. Box 5054  
Mount Laurel, New Jersey 08054  
(856) 596-8900**  
Attorneys for Rushmore Loan Management Services, LLC

**IN RE SPECIAL SUMMARY ACTION  
AUTHORIZED BY ORDER OF THE  
NEW JERSEY SUPREME COURT  
DATED APRIL 4, 2012 BY  
RUSHMORE LOAN MANAGEMENT  
SERVICES, LLC TO ISSUE  
CORRECTED NOTICES OF INTENT  
TO FORECLOSE**

**SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION  
\_\_\_\_\_ COUNTY**

**DOCKET NO. \_\_\_\_\_**

**CIVIL ACTION**

**ORDER TO SHOW CAUSE**

**THIS MATTER** being brought before the Court by Parker McCay P.A., attorneys for Rushmore Loan Management Services, LLP (“Rushmore”), seeking relief by way of summary action pursuant to the Order of the New Jersey Supreme Court dated April 4, 2012 for an Order permitting Rushmore to issue corrected Notices of Intent to Foreclose (“NOI”) together with a letter of explanation to the foreclosure defendants identified in the pending, prejudgment, uncontested foreclosure case identified in Exhibit “A” to the Verified Complaint filed concurrent herewith (hereinafter the “Foreclosure Defendants”), and based upon the New Jersey Supreme Court’s decision in US Bank, N.A. v. Guillaume, 209 N.J. 449 (2012), the Supreme Court of New Jersey’s Order of April 4, 2012, and for other good cause shown;

It is on this \_\_\_\_\_ day of 2012 **ORDERED** that the Foreclosure Defendants (whose names appear in Exhibit "A" to the Verified Complaint) may appear and show cause before \_\_\_\_\_, , of the Superior Court of New Jersey, Chancery Division, \_\_\_\_\_ County, New Jersey at \_\_\_\_\_ o'clock a.m./p.m. on the \_\_\_\_ day of \_\_\_\_\_, 2012 at \_\_\_\_\_, New Jersey to object to this Court's Order allowing Rushmore, through its designee, Parker McCay P.A. (Kathryn M. Gilbertson Shabel, Esquire) to issue corrected NOIs pursuant to this Order to Show Cause.

**AND IT IS FURTHER ORDERED THAT FOR EACH FORECLOSURE ACTION IN WHICH RUSHMORE ISSUES A CORRECTED NOI:**

1 Rushmore, through its designee, Parker McCay P.A. (Kathryn M. Gilbertson Shabel, Esquire), shall issue a letter of explanation in the format attached to the Verified Complaint as "D". The letter of explanation shall explain (a) the reasons why the corrected NOI is being served; (b) the procedure to follow in the event the Foreclosure Defendants wish to object to the NOI; (c) the individuals to contact with any questions; and (d) the Foreclosure Defendants' 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. Rushmore, through its designee, Parker McCay P.A. (Kathryn M Gilbertson Shabel, Esquire), shall issue a corrected NOI in the format attached to the Verified Complaint as Exhibit "C", and shall attach to said NOI the letter of explanation referenced in paragraph one (1) above. The corrected NOI shall exclude attorneys' fees and foreclosure costs that have been incurred in the Foreclosure Defendant' pending foreclosure cases.

3. Rushmore shall serve the corrected NOI and letter of explanation, as well as a copy of the Verified Complaint, Brief in Support and this executed Order to Show Cause (the "OSC Package") via certified mail, return receipt requested and regular mail at the last known address of the Foreclosure Defendants.

4. A copy of Rushmore's complete application to this Court shall be loaded on the New Jersey Courts website within \_\_\_\_\_ days of the date of this Order where it shall be available for review by the general public at the following website link in a searchable format: <http://www.judiciary.state.nj.us/>.

5. In addition to providing service of the OSC Package as required by paragraph three (3) above, Rushmore shall provide publication notice two (2) times in each of the following daily publications. (1) The Newark Star Ledger, (2) The Bergen Record; (3) the Courier Post; and (4) The Press of Atlantic City. Both publication notices shall be completed on or before \_\_\_\_\_, 2012.

6. Within \_\_\_\_\_ days of the return date identified herein, Rushmore shall file a proof of service of the OSC Package pursuant to paragraph three (3) above and proof of publication notice pursuant to paragraph five (5) above with this Court,

7. You, the Foreclosure Defendants, have the right to object in this proceeding to this Order to Show Cause (the process by which the Court gave Rushmore or its designee 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 to Show Cause setting forth said objection with specificity. You must file your written objection on or before

\_\_\_\_\_, 2012 with:

The Clerk of the Superior Court, 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 your written objection on Rushmore's attorney, Gene R. Mariano, Esquire of Parker McCay P.A , 9000 Midlantic Drive, Suite 300, P.O. Box 5054, Mount Laurel, New Jersey 08054-1539 and mail a copy of your written objection to Judge \_\_\_\_\_ at \_\_\_\_\_ New Jersey

8. You, the Foreclosure Defendants, also have the right to object to the corrected NOI that you will receive. You also have the right, within thirty (30) days of service of the OSC Package, to cure your payment default. If you object to any of the contents of your corrected NOI, you must file written objection under the docket number of your foreclosure action. If you are uncertain of the docket number for your foreclosure action, you can access that information on the Court's website as noted in paragraph four (4) above (specifically, see Exhibit "A" to the Verified Complaint) or by calling Rushmore's representative listed on the letter of explanation contained in the OSC Package. You must set forth with specificity the basis for your objection and file your objection on or before \_\_\_\_\_, 2012 with:

The Clerk of the Superior Court, Foreclosure Processing Services  
P.O. Box 971  
Trenton, New Jersey 08625

You must also serve a copy of your written objection on Rushmore's attorney, Gene R. Mariano, Esquire of Parker McCay P.A , 9000 Midlantic Drive, Suite 300, P.O. Box 5054, Mount Laurel, New Jersey 08054-1539 and mail a copy of your written objection to Judge \_\_\_\_\_ at \_\_\_\_\_ New Jersey.

9. Rushmore may file and serve written reply to any opposition papers filed by the Foreclosure Defendants on or before \_\_\_\_\_, 2012. Any such reply papers shall be made in writing and the original documents must be filed with the Clerk of the Superior Court in Mercer County, New Jersey with a copy timely provided to Judge \_\_\_\_\_ at \_\_\_\_\_ New Jersey and to each Foreclosure Defendant who filed opposition.

10 If you can not 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 in the OSC Package.

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 by Rushmore to this Court no later than \_\_\_\_\_ days before the return date identified herein.

12. This Court will entertain argument, but not testimony, on the return date identified herein.

13. In the event a foreclosure action identified in Exhibit "A" to the Verified Complaint has been suspended or stayed as a result of a bankruptcy filing or loss mitigation activity, the OSC Package shall not be sent unless and until the suspension or stay is lifted. In such circumstances, the following procedures shall be used Rushmore or its designee shall mail the OSC Package within 45 days of the lifting of the suspension or stay of the foreclosure action. You, the Foreclosure Defendants, shall have 30 days in which to object to the corrected NOI or 30 days from service of the OSC Package to cure your payment 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 serve a copy of your written objection on Rushmore's attorney, Gene R. Mariano, Esquire of Parker McCay P.A., 9000 Midlantic Drive, Suite 300, P.O. Box 5054, Mount Laurel, New Jersey 08054-1539, or the Court handling your foreclosure action will not be able to consider your objection.

---

J.S.C.

September 19, 2012

File No. 14942-0061

**SENT VIA HAND DELIVERY**

Clerk of the Superior Court  
Office of Foreclosure  
25 W Market Street, 6th Floor, NorthWing  
Trenton, NJ 08611

**RECEIVED**  
SEP 19 2012  
SUPERIOR COURT  
CLERK'S OFFICE

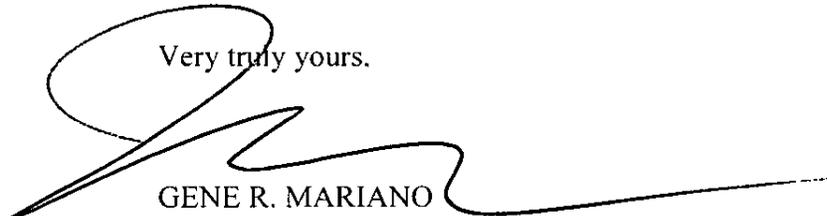
**IN RE: SPECIAL SUMMARY ACTION AUTHORIZED BY ORDER OF THE  
NEW JERSEY SUPREME COURT DATED APRIL 4, 2012 BY  
RUSHMORE LOAN MANAGEMENT SERVICES, LLC TO ISSUE  
CORRECTED NOTICES OF INTENT TO FORECLOSE**

Dear Sir/Madam:

Our office represents Rushmore Loan Services, LLC ("Rushmore"), with regard to the above referenced matter. Enclosed herewith for filing are an original and two copies of an Order to Show Cause along with a Verified Complaint and Brief In Support, all of which are being filed pursuant to the Order of the New Jersey Supreme Court dated April 4, 2012 permitting the filing of summary actions seeking a Court Order to issue corrected Notices of Intent to Foreclose. Kindly file the attached in your customary fashion, and forward to the appropriate Judge for consideration. Also, please return a "filed" copy to the Courier that has been instructed to wait. Kindly bill the Parker McCay P.A. Depository Account No. 78300 to cover the cost of filing.

Thank you for your assistance with this matter. If you have any questions, please do not hesitate to contact me directly.

Very truly yours,



GENE R. MARIANO

GRM/na  
Enclosures