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FILED Feb 26, 2013

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Attorney for Gloria and Nicholas Lepore

IN RE APPLICATION BY GMAC MORTGAGE, LLC TO ISSUE CORRECTED NOTICES OF INTENT TO FORECLOSE ON BEHALF OF IDENTIFIED FORECLOSURE PLAINTIFFS IN UNCONTESTED CASES	Superior Court of New Jersey Mercer County Chancery Division Docket No. F-0025354-12 Civil Action OBJECTION TO ORDER TO SHOW CAUSE

Gloria and Nicholas Lepore (the "Objecting Parties"), defendants in a foreclosure case, Docket Number F-037864-10, pending in Union County, hereby object to the Order To Show Cause and represent as follows:

The Fair Foreclosure Act provides as follows:

4. a. Upon failure to perform any obligation of a residential mortgage by the residential mortgage debtor and **before** any residential mortgage lender may accelerate the maturity of any residential mortgage obligation and commence any foreclosure or other legal action to take possession of the residential property which is the subject of the mortgage, the residential mortgage lender shall give the residential mortgage debtor notice of such intention **at least 30 days in advance of such action** as provided in this section.

...

c. The **written notice shall clearly and conspicuously state** in a manner calculated to make the debtor aware of the situation:

...

(11) **the name and address of the lender** and the telephone number of a representative of the lender whom the debtor may contact if the debtor disagrees with the lender's assertion that a default has occurred or the correctness of the mortgage lender's calculation of the amount required to cure the default.

N.J.S.A. 2A:50-56 [emphasis added]. The Supreme Court has held that the term "lender" above refers not to the mortgage servicer, in this case, GMAC Mortgage, LLC, but to the "actual lender" who owns the relevant mortgage loan. U.S. Bank Nat'l. Assn v. Guillaume, 38 A.3d 570, 585, 209 N.J. 449, 475 (N.J. 2012). The Supreme Court held in Guillaume that where the plaintiff in the case was the "actual lender," the failure to list the "actual lender" on the Notice of Intention to Foreclose may be cured by sending a "corrected notice." Id.

Where, however, neither the notice of intention to foreclose nor the complaint filed in the case lists the "actual lender" as described by the Supreme Court in Guillaume, the Supreme Court has not determined the appropriate remedy. Where the defendant learns for the first time in a "corrected notice" that the plaintiff was not the "actual lender" at the time that the foreclosure complaint was filed, the defendant should have the opportunity to contest the standing of the plaintiff, who is not the "actual lender," to foreclosure.

The Objecting Parties' foreclosure case is an example of this situation, unaddressed by the Supreme Court in Guillaume. Attached hereto as Exhibit A is a copy of the Complaint in the Objecting Parties' case. The Complaint does not disclose the "actual lender." Based upon a

review of the Complaint, one would think that GMAC Mortgage, LLC were the actual lender.[1] The Objecting Parties filed an answer using a local real estate attorney that did not contest GMAC Mortgage, LLC's right to foreclosure. After all, the Objecting Parties had no reason to suspect that GMAC Mortgage, LLC did not own their mortgage loan. Parties should be able to rely upon statements that their adversaries make in documents filed with courts. Now that the Objecting Parties realize that GMAC Mortgage, LLC is just their mortgage servicer and perhaps never had ownership interest in their mortgage loan, the Objecting Parties realize that they have reason to question whether GMAC Mortgage, LLC has standing to foreclose on their home. Attached hereto as Exhibit B is the new notice of intention to foreclose that the Objecting Parties received in January 2013. It seems to indicate that Residential Funding Company, LLC is the "actual lender" with respect to the Objecting Parties' mortgage loan. One can only wonder why "Residential Funding Company, LLC" does not appear anywhere is the foreclosure Complaint.

Where a foreclosure plaintiff is merely a mortgage servicer and not the "actual lender" as described by the Supreme Court in the Guillaume decision, and where the foreclosure plaintiff did not disclose the "actual lender" to the foreclose defendant in the notice of intention to foreclose as required by N.J.S.A. 2A:50-56, dismissal of the case without prejudice would be appropriate. Absent dismissal, there should be no default entered. Or, if a default is entered, such default should be vacated automatically upon request by the foreclosure defendant. No foreclosure litigant should be deprived of knowing one of the most relevant facts in the case –

[1] Being nearly three years after the presumed service thereof, the Objecting Parties cannot locate a copy of the notice of intention to foreclose, if any, that was served on them. The Objecting Parties presume, however, that such notice of intention to foreclose did not list the "actual lender" therein.

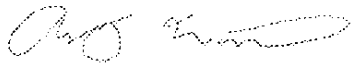
the owner of the relevant loan -- particularly when it is mandated by statute and when someone's home is at stake.

Rule 4:50-1 of the New Jersey Rules of Court provides that a court may relieve of any party of a judgment or order on the basis of: "(a) mistake, inadvertence, surprise, or excusable neglect; (b) newly discovered evidence which would probably alter the judgment or order and which by due diligence could not have been discovered in time to move for a new trial under R. 4:49; [or] (c) fraud (whether heretofore denominated intrinsic or extrinsic), misrepresentation, or other misconduct of an adverse party."

Here, the Objecting Parties filed a non-contesting answer because they had no reason to believe that GMAC Mortgage, LLC did not own their mortgage loan. Now that it is apparent that GMAC Mortgage, LLC is just a mortgage servicer and does not own their mortgage loan, the Objecting Parties seek an opportunity to determine whether GMAC Mortgage, LLC might have or might not have standing to foreclose. Learning one of the most relevant facts, one that N.J.S.A. 2A:50-56 requires be disclosed before the complaint is filed and that Rule 4:64-1(b)(1) requires be listed in any foreclosure complaint, roughly two and a half years after the complaint is filed certainly constitutes a mistake or surprise sufficient for a default or judgment to be vacated.

WHEREFORE, the Objecting Parties request that the Court dismiss Docket Number F-037864-10 without prejudice. Or, in the alternative, that the default in such case be vacated to permit the Objecting Parties to file a new contesting answer based upon the new information that GMAC Mortgage, LLC is not the "actual lender" with respect to the Objecting Parties' mortgage loan.

Dated this the 25th day of February, 2013.



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Attorney for the Objecting Parties

GMAC
Mortgage
3451 Hammond Avenue
PO Box 780
Waterloo IA 50704-0780

1/22/2013

GLORIA M. LEPORE

1090 LOWDEN AVENUE
UNION NJ 07083-0000

Notice of Intention to Foreclose

RE: Account Number 593095201
Property Address 1090 LOWDEN AVENUE
UNION NJ 07083-0000

Dear GLORIA M. LEPORE

This notice is regarding the mortgage loan held by Residential Funding Company, LLC, whose address is 2255 North Ontario Street Suite 400, Burbank CA 91504.The mortgage loan is secured by the below property.

1090 LOWDEN AVENUE
UNION NJ 07083-0000

The original amount of the mortgage loan is $ 160,000.00

GMAC Mortgage, LLC is the servicer of this mortgage.

Your mortgage payments are past due for 8/1/2009 through 1/1/2013 payments, which puts you in default of your loan agreement. As of 1/22/2013, you owe the following:

Payments	$85,746.80
Accrued late charges	$ 2,991.00
Property Preservation.....	$ 123.00
Suspense	$ .00
Total Due	$88,860.80

(continued on next page)

You may cure your default by paying the aforesaid amount by bank check or certified funds so it is received on or before 1/31/2013 at

GMAC Mortgage, LLC
Payment Processing
3451 Hammond Ave
Waterloo, IA 50702
1-800-850-4622

If you pay to cure your default and GMAC Mortgage, LLC receives the bank check or certified funds after 1/31/2013 you may only cure your default by paying $89,908.91, which is the aforesaid amount plus the additional monthly payment and late charges due on 2/1/2013.

If you do not cure the default by 2/26/2013, Residential Funding Company, LLC intends to exercise its right to accelerate the mortgage payments, consider the mortgage in default, and proceed with the pending foreclosure proceedings on the property to terminate your ownership interest.

Due to the non-receipt of your monthly mortgage payment, we may perform an inspection of the above-mentioned property. Inspections are performed to determine the condition and occupancy status of the property. As required by law, you are hereby notified that your credit rating may be adversely affected if you do not fulfill the terms of your credit obligations.

Even if a foreclosure is started, you have the right to reinstate your account until a judgment in foreclosure is entered. However, if a foreclosure is initiated, in addition to curing all missed payments, late charges, and other necessary items, you will be required to pay for attorney fees and costs in an amount not to exceed that amount permitted pursuant to Rules Governing the Courts of the State of New Jersey.

At any time you may transfer your property to another person and that person may have the right to cure the default, if the mortgage documents allow.

You have the right to, and should immediately seek, counsel from an attorney of your own choosing concerning this default situation, and if you are unable to obtain an attorney, you may communicate with the New Jersey Bar Association or Lawyer Referral Service in the county where the mortgage property is located. If you are unable to afford an attorney, you may communicate with the legal service offices in the county in which the property is located. These telephone numbers can be found on the enclosure.

(continued on next page)

There may be financial assistance available for curing a default from programs operated by the state or federal government or non-profit organizations. You may wish to call the following numbers to determine whether you qualify for assistance:

HUD Housing Counseling Services: 1-800-569-4287
Veterans' Administration: 1-800-827-1000
New Jersey Commissioner of Banks: 1-609-292-3420

The New Jersey Department of Banking and Insurance also promulgates a list of organizations that may be able to provide assistance. A copy of that list is enclosed with this notice.

If you disagree with the assertion that a default has occurred or the correctness of the calculation of the amount required to cure the default or have any other questions, please contact Michael Gates at 214-874-6121.

Collection Department
Loan Servicing

Enclosures

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

If you have filed for bankruptcy and your case is still active or if you have received an order of discharge, please be advised that this is not an attempt to collect a pre-petition or discharged debt. Any action taken by us is for the sole purpose of protecting our lien interest in your property and is not to recover any amounts from you personally. If you have surrendered your property during your bankruptcy case, please disregard this notice.

If you are currently in bankruptcy under Chapter 13, you should continue to make payments in accordance with your Chapter 13 Plan and disregard this notice.

LIST OF GOVERNMENT AND NON-PROFIT ENTITES THAT MAY PROVIDE FINANCIAL ASSISTANCE OR COUNSELING TO BORROWERS IN FORECLOSURE

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 C 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 Counselin** 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 edu 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 assis
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** 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 n 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 lie be placed on the property. The family must document the financial reason for nonpayment. At the time of the eligibility decision, the household n have and document income sufficient to support the household and repay the loan. There is a fee for the credit check and property search

Lawyer Referral Service

Following is a listing of county bar associations that offer lawyer referral services. Locate your county of residence and contact the appropriate service. Do not contact referral services that are outside of your local county.

Atlantic County Bar Association
1201 Bacharach Boulevard
Atlantic City, NJ 08401
609-345-3444
E-Mail:
Tamara.Lamb@atcobar.org
Internet: **www.atcobar.org**
Exec. Dir.: Tamara M. Lamb

Bergen County Bar Association
15 Bergen Street
Hackensack, NJ 07601
201-488-0044
Internet: **www.bergenbar.org**
Exec. Dir.: Frank O'Marra Jr.

Burlington County Bar Association
45 Grant Street
Mount Holly, NJ 08060
609-261-4862 or 609-261-4863
Email: **bcba@burlcobar.org**
Internet: **www.burlcobar.org**
Director: Kara E. Edens

Camden County Bar Association
1040 North Kings Highway, Suite 201
Cherry Hill, NJ 08034
856-482-0618
Internet:
www.camdencountybar.org
Exec. Dir.: Laurence B. Pelletier

Cape May County Bar Association
9 North Main Street
Cape May Courthouse, NJ 08210
609-463-0313
E-Mail: **cmcba@comcast.net**
Exec. Dir.: Michele Devine-Hartnett

Cumberland County Bar Association
PO Box 2374
Vineland, NJ 08362
856-453-7000
E-Mail:
info@cumbnjbarassoc.org
Internet:
www.cumbnjbarassoc.org
Exec. Dir.: Lou Ann Ferrari-Brooks

Essex County Bar Association
470 Martin Luther King Jr. Boulevard
Newark, NJ 07102
973-533-6775
E-mail: **info@essexbar.com**
Internet: **www.essexbar.com**
Exec. Dir.: Wendy E. Deer

Gloucester County Bar Association
PO Box 338
Woodbury, NJ 08096
856-848-4589
Email: **baroffice@gcbanj.org**
Internet: **www.gcbanj.org**
Exec. Dir.: Lynn Silverstein

Hudson County Bar Association
583 Newark Avenue
Jersey City, NJ 07306
201-798-4708
Internet: **www.hcbalaw.com**
Exec. Dir.: Lisa Burke

Hunterdon County Bar Association
PO Box 573
Annandale, NJ 08801
908-236-6109
E-mail:
director@huntcolaw.org
Internet: **www.huntcolaw.org**
Exec. Dir.: Jeannine A. Gorman

Mercer County Bar Association
1245 White Horse Mercerville Road, Suite 420
Mercerville, NJ 08619
609-585-6200
E-mail:
cbrennan@mercerbar.com
Internet: **www.mercerbar.com**
Exec. Dir.: Christine S. Brennan

Middlesex County Bar Association
87 Bayard Street
New Brunswick, NJ 08901
732-828-0053 ext. 100
E-mail: **admin@mcbalaw.com**
Internet: **www.mcbalaw.com**
Exec. Dir.: Jonathan P. Cowles

Monmouth Bar Association
Monmouth County Court House
Freehold, NJ 07728
732-431-5544
Email:
tmaciewicz.monmouthbar@verizon.net
Internet:
www.monmouthbarassociation.com
Exec. Dir.: Tracy A. Settipane

Morris County Bar Association
28 Schuyler Place
Morristown, NJ 07960
973-267-5882
Email:
yperez@morriscountybar.com
Internet:
www.morriscountybar.com
Exec. Dir.: Nancy M. Bangiola

Ocean County Bar Association
PO Box 381
Toms River, NJ 08754
732-240-3666
Email:
karin@oceancountybar.org
Internet:
www.oceancountybar.org

Passaic County Bar Association
401 Grand Street, 3rd Floor
Paterson, NJ 07505
973-345-4585
Internet: **www.passaicbar.org**
Exec. Dir.: Karen A. Corsi

Salem County Bar Association
856-935-5629
Internet:
www.salemcountybar.org

Somerset County Bar Association
20 North Bridge Street HCH 325
Somerville, NJ 08876
908-685-2323
Email:
cawinder@somersetbar.com
Internet:
www.somersetbar.com
Exec. Dir.: Carol Ann Winder

Union County Bar Association
2 Broad Street 1st Floor
Elizabeth, NJ 07207
908-353-4715
Internet: **www.uclaw.com**
Exec. Dir.: Jeffrey M. Clar

Warren County Bar Association
413 Second Street
Belvidere, NJ 07823
908-387-1835
Email:
warrencountybar@yahoo.com

Assistance may also be available from the state Legal Services network. You may obtain information about Legal Services by contacting the statewide hotline at 1-888-LSNJ-LAW (576-5529) or by accessing the website at **http://www.lsnj.org/Statewidehotline.aspx**. A complete list of offices can be viewed at **http://www.lsnj.org/LegalServicesOffices.aspx**

FILED Aug 04, 2010

GMAC-7923***
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(856) 813-5500
Attorneys for Plaintiff

GMAC MORTGAGE , LLC PLAINTIFF	SUPERIOR COURT OF NEW JERSEY CHANCERY DIVISION UNION COUNTY
Vs.	DOCKET NO: **F -037864-10**
NICHOLAS LEPORE; GLORIA M. LEPORE; MR. LEPORE, HUSBAND OF GLORIA M. LEPORE DEFENDANT(S)	CIVIL ACTION FORECLOSURE COMPLAINT

GMAC MORTGAGE , LLC, having its place of business at 1100 VIRGINIA DR., PO BOX 8300 FORT WASHINGTON, PA 19034 by way of Complaint says:

FIRST COUNT

1. On April 18, 2006, NICHOLAS LEPORE and GLORIA M. LEPORE, executed to GMAC MORTGAGE CORPORATION, an obligation (NOTE), to secure the sum of $160,000.00, payable on May 1, 2036, with the initial rate of interest of 6.375 % per annum, payable by payments of $998.20 per month for interest and principal. The Note further provides for a late charge of 5 percent for any payment not received 15 days from the date due.

2. To secure the payment of the obligation described in Paragraph 1, NICHOLAS LEPORE and GLORIA M. LEPORE executed to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS A NOMINEE FOR GMAC MORTGAGE CORPORATION, ITS SUCCESSORS AND ASSIGNS a NON PURCHASE MONEY MORTGAGE on the same date as the Note, and thereby conveyed to it, in fee the land

hereinafter described, on the express condition that such conveyance should be void if payment should be made at the time and times, and in the manner described in the obligation. The Mortgage was recorded in the Office of the Clerk of UNION County, in Book: 11662, Page: 698. The Mortgage was recorded April 27, 2006. The Note and Mortgage have been assigned as follows:

a. On November 9, 2009, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS A NOMINEE FOR GMAC MORTGAGE CORPORATION, ITS SUCCESSORS AND ASSIGNS assigned the mortgage to GMAC MORTGAGE, LLC. The assignment was recorded January 11, 2010 in Book 1381, Page 213.

b. The Plaintiff is the holder of the Note and Mortgage.

c. Through inadvertence and mistake NICHOLAS LEPORE'S name does not appear on the face page of the mortgage. By executing said mortgage it is clear it was the intention of the parties that NICHOLAS LEPORE be bound by said mortgage and any interest held by him/her was to be subordinate to the plaintiff.

3. The mortgaged premises, that is the land that secures the Note, are described below:

The property consists of the land and all the buildings and structures on the land in the Township of Union County of Union and State of New Jersey. The legal description is:

BEGINNING at a point on the southerly side of Lowden Avenue distant 60 feet westerly from the intersection of the southerly side of Lowden Avenue and the westerly side of Maple Street, if the side lines aforesaid of the two streets were extended to form a right angle intersection, thence running (1) South 47 degrees 55 minutes West 100 feet to a point; thence running (2) North 42 degrees 05 minutes West 60 feet to a point; thence running (3) North 47 degrees 55 minutes East 100 feet to a point in the southerly side of Lowden Avenue; thence running (4) along the southerly side of Lowden Avenue South 42 degrees 05 minutes East 60 feet to the point and place of BEGINNING.

BEING also known as Lots #449, 450 and 451 on map 'Section 2, Map of Eimora Gardens, adjacent to the City of Elizabeth, Union Township, Union County, New Jersey, August 1925, prepared by Grassmann & Kreh Engineers-Surveyors, and filed in the Register's Office of the County of Union as Map# 196E, on October 9, 1926.

BEING the same premises conveyed unto Albert M. Rizzio and Anne L. Rizzio by deed of Robert Toker et als., dated October 2, 1951 and recorded in the Union County Register's Office in Book 1934 page 81 & c.

Said Albert M. Rizzio departed this life of August 20, 1978 survived by Anne L. Rizzio who departed this life on January 3, 2003

The premises are commonly known as Block 301, Lot 3 on the records of the Tax Collector of the Township of Union.

The street address of the property is: 1090 Lowden Avenue, Union, NJ 07083-7753

This legal description was taken from the deed as referenced on the mortgage.

Property Address: 1090 LOWDEN AVENUE, UNION, NJ 07083-7753

4. The Mortgage contains a provision that, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the secured Note, the Mortgagors will pay the Mortgagee, on the first day of each month until the note is fully paid, a sum equal to 1/12th of the annual taxes and insurance premiums that will next become due, which shall be applied by the Mortgagee to pay the taxes and insurance on the premises.

5. No other instruments appear of record which affect or may affect the premises described in Paragraph 3 except:

a. MR. LEPORE, HUSBAND OF GLORIA M. LEPORE is hereby named a party defendant herein for any lien, claim or interest he may have in, to, or on the mortgaged premises, which were acquired after the date of the mortgage, because he is the husband of GLORIA M. LEPORE and it not being known whether or not she is married. At the closing GLORIA M. LEPORE executed a mortgage which established that she was single and any title interest or right in the principal

marital residence was acquired by MR. LEPORE, HUSBAND OF GLORIA M. LEPORE subsequent to the subject mortgage. Any marital interest MR. LEPORE, HUSBAND OF GLORIA M. LEPORE has in such property is subordinate and subject to the aforesaid mortgage. This defendant is also joined for any lien, claim or interest he may have in, to or on the mortgaged premises by virtue of the Domestic Partnership Act N.J.S 26:8A-6.

6. The obligation described in Paragraph 1 contains an agreement that if any installment payment of interest and principal, taxes and insurance premiums remains unpaid for 30 days after the date it is due, the whole principal sum, with all unpaid interest, should at the option of the above named Mortgagee or the heirs, executors, administrators, representatives or assigns, become immediately due and payable.

7. The defendant(s) named in paragraph #1 above, or the grantee or grantees, if any, of the defendant, have defaulted in making the payments to the plaintiff as required by the terms of the obligation and Mortgage referred to in paragraphs #1 and #2 above. The payments have remained unpaid for more than 30 days from the date the payments were due, and are still unpaid. Because the defendants have defaulted, Plaintiff, has elected that the whole unpaid principal sum due on the obligation and Mortgage referred to in paragraphs #1 and #2, with all unpaid interest and advances made, shall now be due.

8. Any interest or lien which the defendants have, or claim to have, in or upon the mortgaged premises or some part thereof is subject to the lien of plaintiff's mortgage.

9. Notice was sent in compliance with the fair foreclosure act more than 31 days prior to filing of the within complaint.

WHEREFORE, plaintiff demands judgment:

a. Fixing the amount due on its mortgage.

b. Barring and foreclosing the defendants and each of them of all equity of redemption in to said lands.

c. Directing that the plaintiff be paid the amount due on its mortgage with Interest and costs.

d. Adjudging that said lands be sold according to law to satisfy the amount due plaintiff.

e. Appointing a receiver of rents, issues and profits of said lands.

SECOND COUNT

1. By the terms of the Note/Bond and Mortgage referred to in paragraphs #1 and #2 of the First Count of this Complaint, the plaintiff is entitled to possession of a tract of land with the appurtenances as more particularly described in paragraph #3 of the First Count.

2. On September 1, 2009, the plaintiff, by the terms of the Note/Bond and Mortgage, becomes entitled to possession of the premises described in paragraph #3 of the First Count of this Complaint except as against those tenants protected under N.J.S.A. 2A: 18-61.1, et seq.

3. On August 1, 2009, the mortgage went in default. An installment of principal and interest, insurance and taxes was due and has not been received by the plaintiff.

4. The defendants named in paragraph #1 and paragraph #5 of the First Count of this Complaint have or may claim to have certain rights in the premises described in paragraph #3 of the First Count of this Complaint and by reason thereof have since the date set forth in paragraph #2 above deprived the plaintiff herein of the possession of the premises aforesaid.

WHEREFORE, Plaintiff demands judgment against defendants except those persons protected under N.J.S.A. 2A: 18-61.1, et seq.;

a. For possession of the said premises to plaintiff, its successors or assignee and/or the purchaser at a foreclosure sale.

b. For damages for mesne profits.

c. For costs.

CERTIFICATION PURSUANT TO RULE 4:5-1

The matter in controversy in this Complaint is not the subject of any other action pending in any other Court nor is it the subject of a pending Arbitration proceeding, nor are any other actions or Arbitration proceedings contemplated, and further, to the best of my knowledge, all parties who should be joined in this action have been joined, plaintiff however reserves its right to institute a deficiency suit following the foreclosure consistent with the appropriate New Jersey Statutes.

CERTIFICATION

In accordance with Rule 4:5-1(b)(2), I hereby certify that pursuant to Rule 4:64-1(a), prior to filing the within complaint, I have caused a title search of the public record to be made for the purpose of identifying any lien holders or other persons or entities with an interest in the property that is the subject of this foreclosure.

PHELAN HALLINAN & SCHMIEG, PC

S/Shirley E. Pimm

☐ ROSEMARIE DIAMOND, Esq.
☐ JAIMIE B. FINBERG, Esq.
☐ KRISTIN L. RITCHINGS, Esq.
☐ VLADIMIR PALMA, Esq.
☐ JENNIFER NOVICK, Esq.
☐ BRIAN P. BLAKE, Esq.
☒ SHIRLEY E. PIMM, Esq.
☐ BRIAN YODER, Esq.
☐ THOMAS M. BRODOWSKI, Esq.
☐ SHARON L. MCMAHON, Esq.
☐ KATHRYN GILBERTSON SHABEL, Esq.
☐ REGINA M. GALAN, Esq.
☐ CHRISTY ZOLTUN DONATI, Esq.
Attorneys for Plaintiff

Dated: August 4, 2010

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

If this notice is the first notice that you have received from this office, please be advised of the following:

1. The amount of the original debt is stated in paragraph one of the Complaint attached hereto.

2. The Plaintiff who is named in the attached Summons and Complaint is the Creditor to whom the debt is owed.

3. The debt described in the Complaint attached hereto and evidenced by the copy of the Mortgage/Note will be assumed to be valid by the Creditor's law firm, unless the Debtor(s), within thirty days after receipt of this notice, disputes, in writing, the validity of the debt or some portion thereof.

4. If the Debtor notifies the Creditor's law firm in writing within thirty days of the receipt of this notice that the debt or any portion thereof is disputed, the Creditor's law firm will obtain verification of the debt and a copy of the verification will be mailed to the Debtor by the Creditor's law firm.

5. If the Creditor who is named as Plaintiff in the attached Summons and Complaint is not the original creditor, and if the Debtor makes a request to the Creditor's law firm within thirty (30) days from the receipt of this notice, the name and address of the original Creditor will be mailed to the Debtor by Creditor's law firm.

6. Availing your self of the rights set forth above does not mean that you are not also required to respond in accordance with the summons attached hereto, that indicates that you have thirty-five (35) days from time of service in which to file and answer with the court. While you may avail yourself of the rights set forth above, that will not, in any event, suspend the processing of the within foreclosure action. Further note that consistent with the summons attached, you have the right to file an answer and dispute the allegations of the complaint by filing said answer with the clerk of the court upon payment of an $135.00 fee. As set forth in the summons, failure to file an answer or otherwise plead will result in default being entered upon you and, in all likelihood, the subject property being sold at a sheriff sale if arrangements are not made with the plaintiff concerning the mortgage indebtedness.

7. Should you desire a statement of the amount due, you may contact Phelan, Hallinan, & Schmieg, P.C. 400 Fellowship Road, Suite 100, Mount Laurel, NJ 08054 and same will be provided to you or your legal representative.

8. As of the date of this pleading, the total amount necessary to pay off this loan is $183,035.52. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day of payment may be greater. Hence, if the amount shown above is paid, an adjustment may be necessary after plaintiff's counsel receives the check, in which event the borrower will be informed before depositing the check for collection. For further information, please write the undersigned, or call our office by telephone.