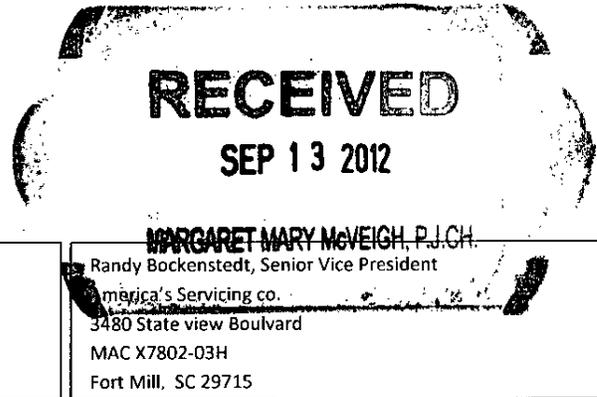


September 9, 2012

Superior Court Clerk's Office,
Foreclosure Processing Services
Attention: Objection to Notice of Intention to Foreclose
P.O. Box 972
Trenton, New Jersey 08625



Cc: Mark S. Melodia, Esq.
Reed Smith LLP
Princeton Forrestal Village
136 Main St.
Princeton, NJ 08540

copy
Cc: Judge McVeigh, J.S.C.
Superior Court of New Jersey,
Chambers 100,
71 Hamilton St
Paterson, New Jersey 07505

Randy Bockenstedt, Senior Vice President
America's Servicing Co.
3480 State view Boulevard
MAC X7802-03H
Fort Mill, SC 29715

Re: in re Application by Wells Fargo Bank, N.A. to issue corrected notices of Intent to Foreclose on behalf of Identified Foreclosure Plaintiffs in Uncontested Cased.

Docket Number F-009564-12

LOAN NUMBER:

ASC Ref: 106/1205031080
Mortgagor: Esther Krishevsky

DOCKET #: F29486-08
Property Address: 320 3rd St Lakewood NJ 08701

Gentlemen:

Having received your revised Notice of Intention to Foreclose I would like to present my objections .

SECTION ONE: Objection to the Notice of Intention to Foreclose (exhibit 1)

1) MORTGAGOR INFORMATION IS INCORRECT: (SEE EXHIBIT 2-MORTGAGE PAGE 1)

Mortgagor is listed as Esther Krishevsky. This is not a complete listing of the Mortgagors, and therefore this notice of intent is incomplete.

2) Copies have not been sent to the complete list of Mortgagors and therefore this is incomplete

3) There is no signature on the Notice and no attorney review

4) Required Payments figures are incorrect and are a violation.-(see Stark v. Crestar Mortgage Corp., 242 B.R. 866, 871 (Bankr. W.D.N.C. 199). Re Coates, 292 B.R. 894 (Bankr. D. Ill 2003) and Dawkins v. Chase Manhattan,

A) Monthly Late Charges are listed at 66.36 - The payment record sent by your company shows that the late charges are between 43.00 and 49.00 (SEE EXHIBIT 3, EXHIBIT 4)

B) Miscellaneous Fees were tacked on - Your payment record shows property preservation charges of \$15.00 per month. No preservation or service was performed monthly on this property. (SEE EXHIBIT 3, EXHIBIT 4)

5) **Instructions for help in defense were faulty** since the numbers given can only help for a residential foreclosure

SECTION TWO: Further Foreclosure irregularities committed by the Plaintiffs in this foreclosure action.

1) Failure to Serve all Parties: 320 Associates, 111 Hudson St was never named or served in the foreclosure (see Exhibit 5-deed Exhibit 6-Foreclosure failure to use correct address)

2) Foreclosure filed without assignment in hand. On or after July 28, 2008, the Mortgage was apparently assigned to U.S. Bank National Association, as Trustee for Credit Suisse First Boston 2004-AR4. (the "Assignment") (The Assignment only references the debt on these properties evidenced by each respective note by vaguely referring to a "Bond, Note, or other obligation." Only a couple of days later, on August 1, 2008, the Plaintiff U.S. Bank National Association, as Trustee for Credit Suisse First Boston 2004-AR4 (the "Plaintiff") filed a Foreclosure Complaint against the Defendants. (The Complaint in on page 2, paragraph 2. a. only provides that the "Plaintiff is the owner of the Note and Mortgage" but provides no other details as to how, when, and under what circumstances the Subject Note was obtained.). Note that the Foreclosure was recorded on August 12, 2008, while the assignment was recorded on August 13, 2008, (See Exhibit 7 a,b,c) showing that the documents were not on hand at time of foreclosure, and certainly had not been reviewed. No acknowledgment of the assignment by the Phelan office is printed, signed, or notarized. Proper procedure at Phelan was to have the assignment reviewed by an attorney, and notarized by a notary public, (see deposition of Thomas Strain who was not licensed to notarize in NJ, notary public working for Full Spectrum Services, which according to the deposition, was owned by Phelan). In fact, the assignment presents several additional irregularities. In the period between March 2011 – July 2011, when the acquisition of Wells Fargo documents proved to be incredibly challenging, and Wells Fargo had filed with the Honorable Judge Miller about their corrected procedures for responsiveness and accuracy, a letter describing the lack of responsiveness and accuracy was drafted and sent to His Honor. (see LETTER TO JUDGE) The following week, the office of the President of Wells Fargo, via one James Whisnant, Executive Mortgage Specialist, Office of the President, telephoned to say he would provide the documents requested, one of which was the 'assignment'. This assignment (See Exhibit 9c, StrangeFirstAssignment), finally mailed July 5, 2011, shows an assignment dated Dec 31, 2003 which is from Fairmont Funding, Ltd, and assigned to Fairmont Funding Ltd. It is not notarized, and the signature is questionably that of Arthur Deitel. Another assignment, the one which appears to have been recorded in the court on August 13, shows a questionable 'notarized' signature by the president, Arthur Deitel, (See

Exhibit 8 Assignment signature samples). In fact, when the Yoffes finally got some of the paperwork from the Krishevskys, it was shown that in February of 2004, Fairmont sold the Subject Mortgage to DLJ. No assignment exists from Fairmont to DLJ or from DLJ to Fairbanks Capital, or from DLJ to the plaintiff, which creates a break in the chain of ownership of the mortgage rights. The transfer of ownership of the mortgage loan has gone from the original lender, through an intermediary owner, and then to the foreclosing bank, none of which is recorded on the property title history, and none of which have recorded title rights to foreclose in the first place. Lenders Must Prove Ownership When They Foreclose- Since the mortgage was sold in 2004 to DLJ, (See Exhibit 10) it is unclear whether DLJ owns the mortgage, or whether Fairmont, who assigned the mortgage in Aug 2008 owned the mortgage, and it is certainly unclear and unlikely that the assignment was received prior to foreclosure filing, and certainly no appropriate receipt or notary is present.

Bank of New York v. Raftogianis, 418 N.J. Super. 323 (2010), the Court held that plaintiffs in a foreclosure action must demonstrate, at the time of the filing of a complaint in foreclosure, that they are the entity with the authority to proceed

3) Foreclosure filed without proof of note in hand

Various attempts at requesting the copy of the original note were ignored. After about 135 phone calls, and about 25 faxes to try and secure the documentation. Defendant sent letter to the Honorable Judge Miller, cc: to President of Wells Fargo, and was then sent a copy of the note from the Office of the President of Wells Fargo, where instead of the NOTE – the MORTGAGE (See Exhibit 2) was enclosed, and instead of the requested loan application – the loan application was sent for the **WRONG** property. To date, this has not been corrected, and defendant has not been provided with the note, which may actually not exist, since the wrong paperwork was sent twice, once from the office of the president, and once by fax. (see Exhibit 9)

On December 20, 2010, the Honorable Macy C. Jacobson, P.J. Ch., Mercer County (“Judge Jacobson”), entered an Order to Show Cause directing six mortgage servicing companies (“Respondents”), including the Servicer in this matter, Wells Fargo Financial New Jersey, Inc., directing the Respondents to establish procedures for ensuring foreclosure document accuracy, reliability, and compliance with applicable laws, court rules, and the business record requirements of the New Jersey Rules of Evidence. As a result of this Order to Show Cause, Judge Jacobson entered Order Approving The Recommended Stipulation And Appointing Special Master See Exhibit 11 is a true and correct copy of

the Order Approving The Recommended Stipulation And Appointing Special Master, dated March 29, 2011.

Despite these judicial mandates, The Plaintiffs never submitted any of the information as required by this Order. As part of these, and other irregularities, in was submitted by way of the First Motion, the Plaintiffs conduct similarly failed to comply with the requirements set forth in *Bank of New York v. Raftgonianis*, 418 N.J. Super. 323 (2010) with regard to establishing possession of the mortgage note at the time of filing a foreclosure complaint.

4) Failure to comply with requests for records Intense efforts to secure the correct documentation from the plaintiff, yielded time wasting phone calls, being transferred from one dep't to the next, finally getting, humorously enough a tape saying You have reached the end of the line and we don't know where to transfer your call. Repeated phone calls were made. Requests for a copy of the NOI yielded a laugh saying, you know you're not getting that!... Eventually I got a letter from the office of the President of Wells Fargo, saying that my request was too broad . Upon calling the contact from the office of the president, and telling him that I was still waiting for the requested documents, he said, well, why don't you study the ones you got.

(See Exhibit 12)

5) Faulty Assignment of Mortgage- Break in the Chain of Title. – Although Mortgage was sold to DLJ in 2004, the assignment falsely lists names see (Exhibit 10)

6) ROBOSIGNING - This period in foreclosures has revealed tarnished and disreputable practices that have rocked the country on its heels. Our banking and mortgage industry, the presumed role models for our financial security and accuracy examples were revealed to have dispensed with accurate record keeping and document signing integrity. The question is, could one **really** review, check ownership and get so many papers notarized. The answer is simple, THEY DID NOT. Yet, the law requires it. The foreclosure documents, filed for the Subject Property are filled with forged signatures, and forged notarizers. Legal authority in regard to forgery is clear. See 5 Cal. Real Est. Â§ 11:13 (3d ed.), Miller and Starr California Real Estate 3D (effect of a forged Instrument): â œA forged document is totally void.â In Trout v. Taylor, 220 Cal. 652, 32 P.2d 968. (1934) the Court stated that â œnumerous authorities have established the rule that an instrument wholly void, such as an undelivered deed, a forged

instrument, or a deed in blank, cannot be made the foundation of a good title, even under the equitable doctrine of bona fide purchase."

In Schiavon v. Arnaudo Brothers, 84 Cal.App.4th 374 at 378 (2000), the California appellate court held, "A deed is VOID if the grantor's signature is forged or if the grantor is unaware of the nature of what he or she is signing." (emphasis added). In Montgomery v. Bank of America Nat. Trust & Savings Ass'n, 85 Cal.App.2d 559, 193 P.2d 475, Cal.App.2d Dist. (1948) the California appellate court held: "A void instrument such as an undelivered or a forged deed does not convey anything and cannot be made the foundation of a good title. Since the deed is absolutely void and conveyed no title to the grantees plaintiffs may recover the property through an action to quiet title or by an action to rescind upon returning the consideration paid by the Mannings." In Wutzke v. Bill Reid Painting Service, Inc., 151 Cal.App.3d 36, 198 Cal.Rptr. 418, Cal.App. 3 Dist., 1984 the Court held: A forged document is void ab initio and constitutes a nullity; as such it cannot provide the basis for a superior title as against the original grantor."

If a Substitution of Trustee is not valid, the resulting sale is VOID and no requirement for "tender" as Defendant alleges is owed, is required. See Dimrock v. Emerald Properties, 81 Cal.App.4th 868, 97 (2000), which held "In particular, contrary to the defendants' argument, he was not required to tender any of the amounts due under the note" in order to attack a void trustee sale. See Pro Value Properties Quality Loan Service Corp., 170 Cal.App.4th 579 (2009).

This foreclosure is fraught with several known and deposed robo-signers throughout the foreclosure documents. Including, Helen Belton, James Padmore, Xee Moua, Thomas Strain, Amanda Elizabeth Hosenfeld. (See Exhibit 13). While the banks have been penalized for this behavior, the defendant was victimized by this procedure and now stands to lose their property via this medium of deception, although they never got any of the mortgage money.

SECTION 3 ORIGINAL MORTGAGE IRREGULARITIES

- 1) **LOAN APPLICATION** - overstated the assets of Esther Krishevsky by well over 1,100,000.00. (See Exhibit 14- Exhibit 9) In stating the assets that qualified the loan applicant, the mortgage originator listed nine properties as mortgage free assets when that same mortgage originator, that same day filed mortgages on each of those properties and thus encumbered and removed

the ability for those properties to be included in the calculation of available assets for the purposes of acquiring same mortgage. This is clearly predatory lending and pertains to all of the nine mortgages that were DONE ON THAT SAME DAY.

Two of the properties listed as assets on the loan application did not even belong to the loan applicant.

- 2) **DEEDS DO NOT INDICATE ANY PERCENTAGES OF OWNERSHIP.** *See Exhibit 15 The loan applicant never owned more than a token percentage of the property, yet the mortgage was placed on the full property.*
- 3) **TILA STATEMENT vs. SETTLEMENT STATEMENT** *See Exhibit 16 The difference between the Truth in Lending Statement and the Settlement Statement are over the legal limit. Deutsche Bank National Trust Company vs. Miguel Dominguez et al. Docket No F-01322-10*
- 4) **THE MORTGAGE DOLLARS WERE GIVEN IN ENTIRETY TO MR. KRISHEVSKY –** *Neither 320 Associates, nor Mr. Yoffe received any money from this mortgage.*
- 5) **NO ATTORNEY WAS PRESENT.** *No attorney was present at the signing of the mortgage*
- 6) **NO THREE DAY LETTER** *There was no letter provided to allow mortgagors three days to think over the mortgage*
- 7) **RESIDENCE COMMITMENT –** *There was a commitment made in the mortgage for the mortgagors to occupy the property, which was certainly not the intention. See Exhibit 17) Occupancy Agreement, See Exhibit 18 Affidavit of Title*
- 8) **APPRAISER'S LICENSE WAS EXPIRED –**
- 9) **NO NOTARIZER WAS PRESENT –** *There was no notary present at the closing and the papers were signed prior to the amounts being filled in.*

=====
SECTION FOUR - FRAUD - DOCUMENTS RECENTLY DISCOVERED WHICH PLAINLY EVIDENCES A SOPHISTICATED SCHEME TO DEFRAUD THE DEFENDANT

Real defenses against the Plaintiff, by the plaintiff, based upon recently discovered documentation which plainly evidences a sophisticated scheme to defraud 320 Associates, committed by the original lender/mortgagee Fairmont Funding, Ltd/ DLJ., likely through the collusion with co-defendant Esther Krishevsky and her husband, Joseph Krishevsky..

There was an obvious relationship between DLJ, a subsidiary of Credit Suisse, and Fairmont Funding, which in further litigation between the two companies in 2007-2009 the defense was quoted as

saying, 'it was the heyday of mortgages, everyone was writing mortgages for anything and to anybody they could.' (DLJ Mtge. Capital Corp, Inc. v Fairmont Funding Ltd., 81 A.D.3d563. 2011 N.Y. App. Div.) Note the mortgage written to 320 associates has DLJ (See Exhibit 1) scribbled on it, showing the obvious intent to package and resell the mortgage to DLJ, about 30 days after origination. This scribbled mortgage copy was provided by Wells Fargo. In fact, Fairmont Funding has been closed down by the Government. (see Exhibit 19)

320 Associates is preparing to institute a civil action against Fairmont, DLJ, and the Krishevskys, alleging fraud, among other causes of action stemming from the aforementioned unlawful conduct.

BACKGROUND

Joseph Yoffe, residing at 419 12th St, Lakewood, NJ 08701, is the principal and owner of the trade name and defendant in this matter 320 Associates, located at 111 Hudson Street, Lakewood, New Jersey 08701, and owns 320 Third St, Lakewood, NJ 08701. (hereinafter, the "Subject Property"). On December 31, 2003, on behalf of 320 Associates, Joseph Yoffe signed a mortgage (the "Subject Mortgage") together with defendant Esther Krishevsky, whose name also appears on the Deed of the Subject Property. The Subject Mortgage was entered into in order to secure a loan, evidenced by a note (the "Subject Note"), also entered into on December 31, 2003, between Esther Krishevsky, and the original mortgagee/lender, Fairmont Funding, Ltd.

According to Joseph Yoffe, at all relevant times, the lender Fairmont Funding, Ltd. was an entity owned, operated, and controlled by Arthur Deitel, father in law to the mortgage broker, [and a close business partner with the owner of Manchester Capital], and owner of Rockwell Abstract, the title company.] (collectively hereinafter referred to as "Fairmont"). Joseph Yoffe, on behalf of himself, or a trade name or entity which he owned and operated, together with the Krishevskys, entered into nine (9) other mortgages with Fairmont Funding in Dec 2003-Feb 2004 As with the Subject Property, each mortgage was entered into in order to secure a note, signed by Esther Krishevsky. As part of the process of entering into each of these mortgages, and to enable Esther Krishevsky to enter into each of the respective loan agreements (i.e., notes), she was added to the Deed on the same day as the date of the mortgage For example, Esther Krishevsky was added to the Deed for the Subject Property on December 31, 2003 According to Joseph Yoffe, each of these notes, including the Subject Note, were personal loan agreements between Esther Krishevsky and Fairmont. Each of these notes, including the Subject Note, were never signed by Joseph Yoffe individually, or as a representative of any trade name or other entity.

Each of the respective mortgages were presented to Joseph Yoffe by the mortgage broker, Joseph Lowenthal with the security interest amount left blank, and at the time each mortgage was executed,

the security interest amount had not-yet been filled in. Joseph Yoffe thus, had no knowledge of a material term of each respective mortgage -- the amount of security interest encumbering the respective property. He likewise did not have knowledge of the amount of debt represented by each note which was secured by the respective mortgages. As such, he had no knowledge of a material term of the debt secured by his property-- the note amount. . At no time, not on the deed or on the mortgage was a percentage of ownership specified to clarify how much of the property was owned by either party.

Mr. Yoffe executed each of the respective mortgages with the amounts left blank because he was intending to financially assist Esther Krishevsky and her husband, long-time neighbors, friends, and business associates (the "Krishevskys"), and it was represented to him by them, and the Plaintiff, that time was of the essence. He also executed each of the mortgages with the amounts left blank because it was represented to him by the Krishevskys, and the Plaintiff, that the loan amounts would be filled in later in accordance with lawful procedures, of which he was not aware. In this regard, he deferred to the knowledge and expertise of the Krishevskys, and the Plaintiff, that the mortgages would be adopted in accordance with the law. In fact, there was no attorney present at the closing, nor any other third party with sufficient knowledge of lawful mortgage procedures, which could have explained whether these were lawful mortgage procedures.

At all relevant times, it was represented to Joseph Yoffe by the Krishevskys and Fairmont that the Subject Mortgage was being entered into for the purposes of securing a loan in the amount of approximately \$10,000-25,000. Since the Krishevskys were long-time trusted neighbors, friends, and business associates of Joseph Yoffe, he had no reasonable opportunity to know, nor should he have known, that any of the representations made to him by them were false or in any way misleading. However, subsequent to the execution of the mortgage for 320 Third Street, the Subject Mortgage was fraudulently filled in for \$192,000. The Subject Note was likewise fraudulently filled in for \$190,000 on the same date. (At all relevant times, Joseph Yoffe never saw the Subject Note, nor was he made aware of the amount which was fraudulently filled in, nor did he receive any funds or benefit from this transaction. These documents were later notarized outside of his presence

Because the Krishevskys were long-time trusted neighbors, friends, and business associates of Joseph Yoffe, he could not have reasonably foreseen the subsequent effect of his signature, where the Subject Mortgage fraudulently, and without his authorization, gave an additional \$182,000 security interest in his property, and was securing a personal loan which he never signed, nor could he have been aware that Fairmont (as Manchester Capital) was an investor in the project to which the Krishevskys funneled the money acquired through the mortgages..(See Exhibit 21 showing

commitments for further money by Fairmont to the South Fallsburg Project, eventually repossessed by same Fairmont). Investor/lender conflict of Interest disclosure statement legislation: mortgage brokers act Date: october 7, 2008

It is now, after intense and diligent efforts to recoup some of the documents, none of which was made available to the Yoffes, until March 2011, to date and at this very moment (See Exhibit 20), are still being requested, , by multiple requests for the supporting paperwork to acquire this information via the plaintiff's attorney, the plaintiff's written record channels for obtaining records, the Krishevsky's personal records, the Ocean County Official Records Public Search, and the South Fallsburg County Official Records Dept. (apparent that Fairmont, with or without the assistance of the Krishevskys, orchestrated a scheme whereby each of the respective mortgages, like the Subject Mortgage, would be unlawfully, and without Joseph Yoffe's legal authorization, altered in order to over-securitize property which was owned by him. Moreover, the market values were assessed by an unlicensed broker and son in law of the principal, Arthur Deitel of Fairmont. In addition, some of the properties were assessed for over the fair market value of the property at the time.). In addition to the unlawful amounts for which each mortgage was executed, it is believed that the Krishevskys and/or Fairmont used each property as collateral to unlawfully enter into other loans, by misrepresenting the amount of lien on each property. In fact this lien misrepresentation totalled \$1,130,000 grossly exaggerating the actual assets by that same amount.

Moreover, properties that had at that time, not been deeded to Esther Krishevsky and were owned totally by the Yoffes were falsely listed as Esther Krishevsky's properties as embellished collateral to magnify the assets in order to unlawfully enter into the loan. See the deeds of 204 Coventry and 155/156 Coventry. See Exhibit14)

The aforementioned unlawful and fraudulent actions of the Krishevskys and/or Fairmont will herein collectively be referred to as "the Mortgage Scheme". Joseph Yoffe did not become aware of any of the irregularities and/or illegalities of the Mortgage Scheme until March 2011, when he hired a legal secretary to obtain all of the public documents which now form the basis of these allegations, which include documents pertaining to the over unlawful and unauthorized securitization of the Subject Property located at 320 Third Street. Prior to the discovery of the alleged Mortgage Scheme, when foreclosure documents were served, Mr. Yoffe relied upon Joseph and Esther Krishevsky's representations to him that she was involved in negotiations with the Plaintiff in order to modify the terms of the loan. Esther Krishevsky at all relevant times indicated to us that a loan modification/short sale was imminent, and that the Subject Property located at 320 Third Street would therefore not be forced to a Sheriff's sale. Copies of such paperwork, along with bank

approvals of the Short Sale were faxed to the Yoffes, so that they were confident that these negotiations were taking place (See Exhibit 22 approved short sale.)

JUSTICE REQUIRES THAT THE MORTGAGE BE DECLARED VOID AND/OR THE JUDGMENT BE VACATED TO PERMIT 320 ASSOCIATES TO FILE AN ANSWER AND ASSERT THE REAL DEFENSES OF FRAUD AND ILLEGALITY

Pursuant to N.J. Ct. Rule 4:50-1(f), and in the interest of justice, the Judgment should be vacated to permit 320 associates to file an Answer and assert the real defenses of fraud and illegality against the plaintiff in light of the recently discovered Mortgage Scheme orchestrated by co-defendant Esther Krishevsky and the original lender Fairmont, and its principals. Accordingly, 320 Associates submits that the circumstances in this case are exceptional and that the enforcement of the judgment against them would be unjust, oppressive, and inequitable. See e.g., Lawson Mardon Wheaton, Inc. v. Smith, 160 N.J. 383, 404-407 (1999) (discussing Rule 4:50-1 (f)). Moreover, 320 Associates' failure to defend this action at the time of its commencement is excusable under the circumstances, since they only recently discovered the true nature of the alleged Mortgage Scheme and have been thrown into a mortgage upheaval in the country that is still playing out..

DLJ played a significant role in the perpetrated fraud by offering this venue of easy mortgages, predatory lending, and offering mutually moneymaking 'package' deals to Fairmont.

Here, 320 Associates submits that the Judgment should be vacated and seeks permission to assert certain real defenses to which it is entitled under the law – namely, fraud in the factum, and illegality, which are exceptions to the protections generally afforded to a “holder in due course” of a negotiable instrument. See N.J.S.A. 12A:3-302, although US Bank is not technically a “holder in due course” since they filed for foreclosure prior to having the assignment in their hands.

However, pursuant to the New Jersey Uniform Commercial Code (“UCC”), N.J.S.A. 12A:3-305 (1), a “holder in due course” will nevertheless not be protected against certain “real defenses”, such as illegality and “real” or “essential” fraud (also commonly referred to as fraud in the factum). See discussion in UCC Comment to N.J.S.A. 12A:3-305. We must note, that although a mortgage is not a “negotiable instrument” under the UCC, per se, when the debt of the mortgage is embodied in a negotiable instrument (i.e., the mortgage note), the “quality of negotiability is necessarily imparted on the mortgage” and it

will likewise be governed by the principles of "holders in due course" under the UCC. Carnegie Bank v. Shalleck, 256 NJ Super 23, 44-45 (App Div 1992)

Fraud in the factum is a good defense against holders in due course. Chicago Title Ins Co. v. Ellis, 2009 WL 1659295 (App Div Unpub 2009); Bank Credit, Inc. v Bethea, 68 NJ Super, 62, 70 (App Div 1961); Amsterdam v DePaul, 70 NJ Super 196, 199 (App Div 1961). Fraud in the factum is "real defense" and is distinguished from the personal defense of fraud in the inducement, which can not be asserted against a holder in due course. See discussion in UCC Comment to N.J.S.A. 12A:3-305. Real fraud is the "sort of fraud that procures a party's signature to an instrument without knowledge of its true nature or contents." Resolution Trust Corp. v. Wilson, 851 F. Supp. 141, 146 (D.N.J. 1994) (citing Langley v. FDIC 484 U.S. 86, 93 (1987)). In most cases, however, freedom from negligence of the maker is an essential component to the real fraud defense. See e.g., Bethea, 68 N.J. Super at 70. Although the court in Bank Credit, Inc. v Bethea, 68 NJ Super, 538 (App Div 1961) (companion case to the previously cited Bank Credit, Inc. v Bethea, 68 NJ Super, 62 (App Div 1961)) held that the defense of fraud in the factum is not available to a maker who knowingly signs a document with the amount blank, based upon his own negligence, that case is clearly distinguishable from this matter. In Bethea, the defendant had no relationship with the lender, and had thus no basis to trust that the amount filled in later would be the amount represented to him. Indeed, in such a scenario, the defendant was clearly negligent. Any person signing a blank note should reasonably foresee at least the possibility that the amount may later be altered. Here, unlike in Bethea, however, it was the Krishevskys, Joseph Yoffe's long-time neighbors, friends, and business associates whom communicated to him that the amount of the Mortgage would be \$10,000-25,000. Under these circumstances, Joseph Yoffe was free from any sort of negligence which would eviscerate the defense of fraud in the factum – indeed, he could not have reasonably foreseen the subsequent effect of his signature; to wit: that the Subject Mortgage fraudulently, and without his authorization, gave an additional \$182,000 security interest in my property.

In addition to real fraud, N.J.S.A. 12A:3-305 (1) allows defendants to assert the defense of illegality, even against those plaintiffs who were innocent purchasers of the note and mortgage. See e.g., Westervelt v. Gateway Financial Service, 190 N.J. Super. 615 (Ch. Div. 1983). Illegality in this context is found when the agreement entered into is void ab initio, thereby precluding any rightful transfer, even to a holder in due course. Id. at ___ (where a

second-mortgage loan is not executed in full compliance with provisions of the Secondary Mortgage Loan Act, it is void and unenforceable, even in the hands of an innocent purchaser for value of the note and mortgage). More specifically, the agreement will be void ab initio where a particular statutory provision renders it void based upon certain conduct of the parties.

Here, pursuant to the Licensed Lenders Act at N.J.S.A. 17:11C-33, a “consumer lender” (defined as an entity, whether licensed or not, who is in the business of providing personal loans in the amount of \$50,000 or less) “who violates or participates in the violation of any provision of section 3, 19, 21, 34, 35 or 36, or subsection a. of section 10, or subsection a., b., or c. of section 32, or subsection a. of this section, or subsection e. , f., g., or h. of section 41 of this act, shall be guilty of a crime of the fourth degree. A contract of a loan not invalid for any other reason, in the making or collection of which any act shall have been done which constitutes a crime of the fourth degree under this section, shall be void and the lender shall have no right to collect or receive any principal, interest or charges unless the act was the result of a good faith error...” (emphasis added). Section g. of Section 41 of this act provides that “no consumer lender shall make, advertise, print, display, publish, distribute, electronically transmit, telecast or broadcast, in any manner, any statement or representation which is false, misleading or deceptive.” N.J.S.A. 17:11C-41. In this regard, under the considerable weight of evidence submitted herein with regard to the false, misleading, deceptive practices of the original lender Fairmont requires that the original note, and accompanying mortgage, be deemed void, thereby affording 320 Associates a defense of illegality against the plaintiff in this matter.

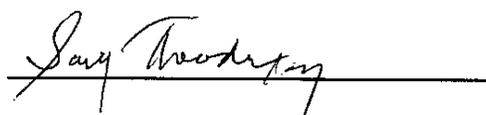
What’s more, section b. of N.J.S.A. 17:11C-41 provides that no lender “shall take a lien upon real estate as security for any consumer loan, except a lien created by law upon the recording of a judgment.” Even though a violation of this section does not explicitly render such a loan void ab initio (in accordance with N.J.S.A. 17:11C-33), it further supports 320 Associate’s position that they be permitted to assert the real defense of illegality against the Plaintiffs. Finally, even if the Plaintiffs argue that Fairmont was not a “consumer lender” because it was not in the business of providing personal loans in amounts less than \$50,000, this point is rebutted by the affidavit of Joseph Yoffe which has already provided that the Subject Note — were represented to him as securing a personal loan in the amount of \$10,000-25000.00

Accordingly, the Judgment should be vacated and the defendant 320 Associates should be permitted to file an Answer to assert the real defenses of fraud in the factum and illegality of the underlying agreement.

Based upon the above combination of irregularities in the Notice of Intent to Foreclose, the FORECLOSURE irregularities, the MORTGAGE irregularities, and the fraud perpetrated on the defendant I request that the subject case #: F29486-08 be dismissed with prejudice and the mortgage voided or optionally without prejudice.-

This document was prepared by the defendant in a Pro Se fashion. Submission was approved by Mr. Gary Theodore, attorney on record.

Mr. Gary Theodore, Esq.

Handwritten signature of Gary Theodore in cursive, written over a horizontal line.

COPY

320 Associates

Handwritten signature of Joseph Yoffe in cursive, written over a horizontal line.

Joseph Yoffe

EXHIBIT LIST

EXHIBIT	1	<i>Notice of Intent to Foreclose</i>
EXHIBIT	2	<i>MORTGAGE PAGE 1</i>
EXHIBIT	3	<i>EXTRAPOLATIONS FROM PAYMENT RECORD</i>
EXHIBIT	4	<i>ONE PAGE OF OFFICIAL PAYMENT RECORD.</i>
EXHIBIT	5	<i>deed showing 320 Associates at 111 Hudson St Ocean County Records</i>
EXHIBIT	6	<i>Foreclosure failes to mention 320 Associates at 111 Hudson St</i>
EXHIBIT	7	<i>Assignment - recorded 8/13/2008, Foreclosure 8/12/08</i>
EXHIBIT	8	<i>Deitel Signatures</i>
EXHIBIT	9	<i>Documentation provided - Mortgage instead of Note, Loan Application for incorrect property</i>
EXHIBIT	10	<i>Sale of Mortgage to DLJ in 2004</i>
EXHIBIT	11	<i>Order Approving the Recommended Stipulation and appoint Special Master</i>
EXHIBIT	12	<i>Failure to comply with requests for records/ run around</i>
EXHIBIT	13	<i>Robosigners</i>
EXHIBIT	14	<i>Loan Application OVERSTATEMENT</i>
EXHIBIT	15	<i>Deeds to E Krishevsky</i>
EXHIBIT	16	<i>Differences Tila Statement vs Settlement Statement</i>
EXHIBIT	17	<i>Occupancy Agreement</i>
EXHIBIT	18	<i>Affidavit of Title</i>
EXHIBIT	19	<i>Fairmont closed down.</i>
EXHIBIT	20	<i>Still trying to get paperwork</i>
EXHIBIT	21	<i>Letter from Fairmont to Krishevsky committing more funds</i>
EXHIBIT	22	<i>Short Sale Approved</i>



3480 Stateview Blvd
MAC# D3348-027
Fort Mill, SC 29715

Date: 8/14/2012

ESTHER KRISHEVSKY
419 12ST
LAKEWOOD, NJ 08701

RE: America's Servicing Co. 106/1205031080
Mortgagor(s): ESTHER KRISHEVSKY
Mortgaged Premises: 320 3RD ST
LAKEWOOD
NJ
08701

NOTICE OF INTENTION TO FORECLOSE

Dear Borrower(s):

America's Servicing Co. services a mortgage (hereafter, the "Mortgage") in the original principal amount of \$ 192,000.00 on the residential property commonly known as 320 3RD ST, LAKEWOOD, NJ 08701, which Mortgage was made on 12/31/2003.

Your Mortgage is now in default because you have not made the required payments. The total amount required to cure this default, in other words, the amount required to bring your mortgage current as of 9/17/2012 is as follows:

Monthly payments (principal, interest, and escrow) from 2/1/2008 are as follows:

Payments- Totaling	\$	94,255.09
Total Accrued Unpaid Late Charges (Monthly Late Charge \$ 66.36)	\$	2,718.06
Unapplied Funds	\$	0.00
Miscellaneous Fees	\$	1,632.50
Total Delinquency as of 8/14/2012	\$	98,672.01

Your Pre-Foreclosure Action Right to cure this Default

To avoid the possibility of acceleration, you must pay this amount plus any additional monthly payments, late charges and other charges that may be due under applicable law after the date of this notice and on or before 9/17/2012 in CERTIFIED funds, to:

Payments only address:

America's Servicing Co.
1200 W 7th Street
Suite L2-200
Los Angeles, CA 90017

EXHIBIT 1

Prepared By:

FAIRMONT FUNDING, LTD.

DLJ

(Space Above This Line For Recording Use)

MORTGAGE

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 18.

(A) "Security Instrument" means this document, which is dated **December 31, 2003** together with all Riders to this document.

(B) "Borrower" is **BEITER KRISTENSKY and 120 ASSOCIATES**

Borrower is the mortgagee under this Security Instrument.

(C) "Lender" is **Fairmont Funding, Ltd**

Lender is a New York Corporation organized and existing under the laws of

The State of New York

ALJUDGE RECEIVED 2004092246
NEW JERSEY - Single Family - Family Mortgage Mac UNIFORM INSTRUMENT

Form 3021 1/01

6(NU) (2002) 01
Page 1 of 15

www.mortgage-funding.com

EK
JM



Handwritten notes on the right margin.

EXHIBIT 2

Some extrapolations from the payment record rendered by ASC.

Late Charge Assessments from Payment Record

06-16-11	LATE CHARGE ASSESSMENT	43.44
05-16-11	LATE CHARGE ASSESSMENT	43.44
04-18-11	LATE CHARGE ASSESSMENT	43.44
03-16-11	LATE CHARGE ASSESSMENT	43.44
02-16-11	LATE CHARGE ASSESSMENT	43.44
01-18-11	LATE CHARGE ASSESSMENT	44.56
05-17-10	LATE CHARGE ASSESSMENT	45.13
04-16-10	LATE CHARGE ASSESSMENT	45.13
03-16-10	LATE CHARGE ASSESSMENT	45.13
02-16-10	LATE CHARGE ASSESSMENT	45.13
01-19-10	LATE CHARGE ASSESSMENT	46.93

Property Preservation Charges -

06-27-11	PROPERTY PRESERVATION	20.00
05-26-11	PROPERTY PRESERVATION	20.00
04-27-11	PROPERTY PRESERVATION	20.00
03-25-11	PROPERTY PRESERVATION	20.00
02-28-11	PROPERTY PRESERVATION	20.00
01-25-11	PROPERTY PRESERVATION	20.00
12-27-10	PROPERTY PRESERVATION	20.00
04-29-10	PROPERTY PRESERVATION	15.00
03-25-10	PROPERTY PRESERVATION	15.00
02-26-10	PROPERTY PRESERVATION	15.00
01-27-10	PROPERTY PRESERVATION	15.00

EXHIBIT 1 - EXTRAPOLATIONS FROM PAYMENT RECORD

EXHIBIT 3

SBR1 120601000 CUSTOMER SERVICE TRN 3082801 06/29/11 15:11:35
 000-00-3202 0 LANEWOOD NJ 08101 IN 7.50000 BR FR 732-264-9579
 KETNER REINVESTASY 000-00-0000 V 732-264-4882
 310 2ND ST OFFICE OF THE PRESIDENT CASEWORK COMMENTS 51 06/21/11
 00-1-10 02-08 132 LATE CHANGE ASSESSMENT AMOUNT/ED/DESCRIPTION
 00-1-10 02-08 132 LATE CHANGE ASSESSMENT 45.13-1 LATE FEE
 04-17-10 00-00 632 STATUTORY EXPENSES 0.00 125.00 MTR REC COMP ADV BA
 03-17-10 00-00 632 STATUTORY EXPENSES 0.00 100.00 MTR REC COMP ADV BA
 03-17-10 00-00 632 STATUTORY EXPENSES 0.00 75.00 3RD REC COMP ADV
 03-17-10 00-00 632 STATUTORY EXPENSES 0.00 50.00 MTR REC COMP ADV BA
 04-28-10 00-00 631 PROPERTY PRESERVATION 7.00 21.00 MTR REC COMP ADV BA
 04-28-10 00-00 161 ESCROW ADVANCE 0.00 15.00 MTR REC COMP ADV BA
 04-19-10 04-10 313 CITY TAX 0.00 1,523.60 PAYEE = 29028015
 04-19-10 04-10 313 CITY TAX 0.00 1,523.60
 04-18-10 02-08 132 LATE CHANGE ASSESSMENT 6,198.31- 45.13-1 LATE FEE
 03-25-10 00-00 631 PROPERTY PRESERVATION 0.00 15.00 MTR REC COMP ADV BA
 03-16-10 00-00 152 LATE CHANGE ASSESSMENT 0.00 45.13-1 LATE FEE
 02-28-10 02-00 431 PROPERTY PRESERVATION 0.00 15.00 MTR REC COMP ADV BA
 02-28-10 02-00 431 PROPERTY PRESERVATION 0.00 15.00 MTR REC COMP ADV BA
 02-16-10 02-00 431 MISC FORECLOSURE AND BANKRUPTCY EXPENSES 125.00 3RD REC COMP ADV
 02-08-10 02-08 161 ESCROW ADVANCE 0.00 45.13-1 LATE FEE
 02-02-10 11-05 351 HAZ INS 0.00 2,491.00 PAYEE = ASPOL
 02-02-10 11-05 351 HAZ INS 0.00 2,491.00
 01-28-10 09-00 432 STATUTORY EXPENSES 1,722.71- 1,000.00 MTR REC COMP ADV BA
 01-27-10 00-00 631 PROPERTY PRESERVATION 0.00 15.00 MTR REC COMP ADV BA
 01-20-10 15-00-08 161 ESCROW ADVANCE 1,523.61 45.93-1 LATE FEE
 01-19-10 02-08 132 LATE CHANGE ASSESSMENT 0.00 PAYEE = 29028015
 01-19-10 01-10 313 CITY TAX 0.00 1,523.61
 01-13-10 02-00 633 MISC FORECLOSURE AND BANKRUPTCY EXPENSES 2,902.71-

EXHIBIT 4

COUNTY OF OCEAN
CONSIDERATION 48,650.00
READY TRANSFER FEE 747.00
DATE 11-5-91 BY [Signature]

Prepared by: William J. Hill
WILLIAM J. HILL
Attorney at Law of NJ

This is not a

2000 cal

DEED

This Deed is made on NOVEMBER 5th, 1991;

BETWEEN, TRI-SQUARE ENTERPRISES, A New Jersey Partnership by Amelia N. Thompson as Executrix of the Estate of Willbur J. Thompson and as Administratrix of the Estate of Robert C. Thompson, Partners,

referred to as Grantor

Whose address is 887-A INVERNESS COURT, LAKEWOOD TOWNSHIP, OCEAN COUNTY, NEW JERSEY 08701

320 ASSOCIATES referred to as Grantee

Whose office address is 111 HUDSON STREET, LAKEWOOD TOWNSHIP, OCEAN COUNTY, NEW JERSEY 08701

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

Transfer of Ownership. The Grantor grants and conveys (transfer ownership of) the property described below to the Grantee. This transfer is made for the sum of

KINETY EIGHT THOUSAND AND NO/100 (\$48,650.00) DOLLARS

The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. Section 2-1) Municipality of LAKEWOOD Block No. 91 Lot No. 4 Account No. [] No property tax identification number is available on the date of this deed. (Check box if applicable)

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

BEING more particularly described in Schedule "A" attached hereto and made a part hereof.

BEING the same premises conveyed to Tri-Square Enterprises, a New Jersey Partnership, dated October 28, 1980 and recorded November 24, 1980 in Deed Book 5883, page 148 in the Ocean County Clerk's Office.

Tri-Square Enterprises, a New Jersey Partnership, was comprised of two partners, Willbur J. Thompson and Robert C. Thompson. The said Willbur J. Thompson died testate on March 20, 1982, leaving his entire Estate to Amelia N. Thompson, his wife, who he also named as the Executrix of said Estate. The Will was probated in Ocean County. The said Robert C. Thompson died intestate April 12, 1983. Amelia N. Thompson was appointed Administratrix of said Estate.

BEING subject to covenants, easements and restrictions of record, if any.

WJ-76708
IND-STATE ASSISTANT COMPANY
700 HICKORY AVE.
P.O. BOX 413
BRIDGE RIVER, N.J. 08754

DB 4946-0991

REV 02/10/1991 12:00PM 1023M A DEAN RUTHER OCEAN COUNTY CLERK 365.00

EXHIBIT S

320 310
✓

ASC-6582
Phelan Hallinan & Schmieg, PC
By: Rosemarie Diamond
400 Fellowship Road, Suite 100
Mt. Laurel, NJ 08054-3422
(856) 813-5500
Attorney for Plaintiff

FILED
SUPERIOR COURT OF NJ

33280

US BANK NATIONAL ASSOCIATION,
AS TRUSTEE FOR CREDIT SUISSE
FIRST BOSTON 2004-ARA
PLAINTIFF,

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION
OCEAN COUNTY

VS.
ESTHER KRISHEVSKY ET AL
DEFENDANT (S)

DOCKET NO: P-29486-08

CIVIL ACTION
CERTIFICATION OF PROOF OF
MAILING OF NOTICE OF SALE

I, Debbie Williams, do hereby certify:

- I am a Legal Assistant of the law firm of Phelan Hallinan & Schmieg, P.C., Attorney's for the Plaintiff.
- On February 26, 2010, I by regular and certified mail, return receipt requested, did serve the following Defendant(s) with notice of Sheriff's foreclosure sale pursuant to R4:65-2:

Esther Krishevsky
320 3rd Street
Lakewood, NJ 08701

Esther Krishevsky
677 8th Street
Lakewood, NJ 08701

320 Associates
320 3rd Street
Lakewood, NJ 08701

320 Associates

419 12th Street
Lakewood, NJ 08701

foregoing statements made by me are true. I am aware that if any of
s made by me are willfully false, I am subject to punishment.

3. I hereby certify that the
the foregoing statement

Dated: February 26, 2010


Debbie Williams
Legal Assistant

EXHIBIT 6

INSTR # 2008087594
OR BK 14088-PG. 1354
RECORDED 08/13/2008 09:06:28 AM
CARL W. BLOCK, COUNTY CLERK
OCEAN COUNTY, NEW JERSEY

WHEN RECORDED MAIL TO:
PHELAN HALLINAN & SCHMIEG
400 Fellowship Road
Suite 100
Mt. Laurel, NJ 08054
LOAN NO. 1205031080
F & P #ASC-6582

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, Fairmont Funding LTD, the undersigned, as beneficiary or successor thereto, whose address is 1333 107th STREET BROOKLYN, hereby grants, conveys, assigns and transfers unto US BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR CREDIT SUITS FIRST BOSTON 2004-AR4, whose address is c/o America's Servicing Company 3476 Stateview Blvd Ft Mill SC 29715, its successors and assigns, all beneficial interest under that certain Mortgage dated December 31, 2003. Said Mortgage is recorded in the State of New Jersey, County of OCEAN.

Mortgage Recorded: January 8, 2004
Original Mortgage Company: Fairmont Funding, LTD
Original Mortgagors: ESTHER KRISHEVSKY and 320 ASSOCIATES
Original Loan Amount: \$192,000.00
Book: 11856
Page: 655
Property Address: 320 3RD STREET, LAKEWOOD, 08701

TOGETHER with the Bond, Note, or other Obligation therein described or referred to, and the money due and to become due thereon, with the interest.

TO HAVE AND TO HOLD the same unto the said Assignee, its successor and assigns, forever subject only to all the provisions contained in the said Mortgage and the Bond, Note or other Obligation. And the said Assignor hereby constitutes and appoints the Assignee as the Assignor's true and lawful attorney, irrevocable in law of full equity, in the Assignor's name, place and stead but at the Assignee's cost and expense to have, use and take all lawful ways and means for the recovery of all the said money and interest; and in case of payment, to discharge the same as fully as the Assignor might or could do if these presents were not made.

T.D.

@50-cash

EXHIBIT 7 a

I AGREE TO THE TERMS OF THIS ASSIGNMENT.

Witnessed or Attested by:

[Signature]

sign and print name: Igor GOLDENBARG

[Signature] (Seal)

sign and print name: ARTHUR DEITEL, PRESIDENT
Title: _____ (Seal)

sign and print name: _____ Title: _____

NOTARY ACKNOWLEDGMENT

CAPACITY CLAIMED BY SIGNER:

OF Fairmont Funding LTD

STATE OF NEW YORK
COUNTY OF KINGS

On July 28, 2008, before me, Rachelle Gruen, a Notary Public, personally appeared ARTHUR DEITEL, PRESIDENT, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same in her authorized capacity and that by her signature on the instrument, the entity upon behalf of which the person acted executed the instrument.

WITNESS my hand and official seal.

[Signature]

Notary Public
RACHELLE GRUEN
NOTARY PUBLIC, State of New York
No. 01GR8091034
Qualified in Rockland County
Commission Expires 04/21/20 11

EXHIBIT 7b

This is not a certified copy

INSTR # 2008087172
OR BK 14087 PG 1571
RECORDED 08/12/2008 09:33:50 AM
CARL W. BLUCK, COUNTY CLERK
OCEAN COUNTY, NEW JERSEY

ASC-6582
PHELAN HALLINAN & SCHMIEG, PC
By: Rosemarie Diamond, Esq.
400 Fellowship Road, Suite 100
Mt. Laurel, NJ 08054
(856) 813-5500
Attorneys for Plaintiff

US BANK NATIONAL ASSOCIATION, AS
TRUSTEE FOR CREDIT SUISSE FIRST
BOSTON 2004-AR4
PLAINTIFF
VS
ESTHER KRISHEVSKY;
MR. KRISHEVSKY, HUSBAND OF
ESTHER KRISHEVSKY;
320 ASSOCIATES

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION
OCEAN COUNTY

DOCKET NO: F-29486-08

CIVIL ACTION
NOTICE OF LIS PENDENS

DEFENDANT (S)
TO WHOM IT MAY CONCERN

Notice is hereby given of the commencement and pendency of the above-entitled Civil Action, the general objects of which are:

1. To foreclose the following mortgage covering the premises hereinafter described, to wit:
Mortgage made by ESTHER KRISHEVSKY and 320 ASSOCIATES and given to Fairmont Funding, LTD dated November 31, 2003 and recorded January 8, 2004 in the Office of the OCEAN County Clerk in Book 11856, page 655.
2. To recover possession of the land and premises hereinafter described.

The land and premises to be affected by said suit are described in Exhibit "A" annexed hereto.

3. The Foreclosure Complaint in the above-entitled action was filed in the Office of the Clerk of the Superior Court of New Jersey on August 1, 2008.

Date: August 6, 2008

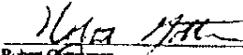
PHELAN HALLINAN & SCHMIEG, PC

By: [Signature]
Vladimir Palma
Attorneys for Plaintiff

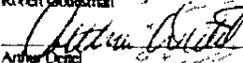
②-40 - cash db

EXHIBIT 7c

Figure 4 - Actual Signature- from OC Deeds Records



Robert Gottesman



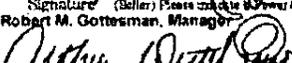
Arthur Dattel

Figure 3 - Actual Signature taken from OC Deeds Records

this declaration and its contents shall be disclosed or provided to the New Jersey Division of Consumer Affairs, and to the best of my knowledge and belief, it is true, correct and complete. By the Power of Attorney to represent the seller has been previously recorded or is being recorded to which this form is attached.



Signature (Seller) Please indicate if Power of Attorney or Attorney in Fact
By: Robert M. Gottesman, Manager



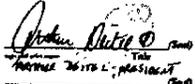
Signature (Seller) Please indicate if Power of Attorney or Attorney in Fact
By: Arthur Dattel, Manager

OPTION

Number 1
1-800-447-4474

Printed by ALL-STATE LEGAL®
© 2000 ALL-STATE International, Inc.
www.allstate.com NJB 222.0510 Page 1

Figure 1- DIFFERENT SIGNATURE

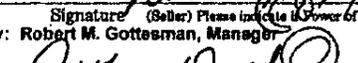


ASSIGNMENT

Figure 2- Actual Signature taken from OC Deeds Records



Signature (Seller) Please indicate if Power of Attorney or Attorney in Fact
By: Robert M. Gottesman, Manager



Signature (Seller) Please indicate if Power of Attorney or Attorney in Fact
By: Arthur Dattel, Manager

Figure 1 is different than Figures 2,3,4.

Figures 2,3,4 were taken from deed copies on the ocean county records and are presumed the true signature.

Figure 1, is taken from the assignment of mortgage.

Notice the Capital A and the Capital D are totally different, The r, in Arthur is a point in the true signature and is a full r in the untrue signature, the trailing l is very different, the cross t appears different

Exhibit 8



0328
Des Moines, IA 50306-0328

October 16, 2011

Mr. Krishevsky
1000 St.
Wood, NJ 08701

Esther Krishevsky:

Loan Number 106-1205031080

America's Servicing Company (ASC) received an inquiry regarding the above referenced mortgage loan. Therefore, I will be addressing your concerns.

Enclosed you will find the following documents. A description of each document is included for your reference.

- Note and Security Instrument *says note enclosed but was MORTGAGE*
- Final Loan Application *wrong property*
- Final Loan Application *too broad???*

Any documents or requested information not provided in this letter is due to the request being too broad to determine specific information needed, or are considered to be proprietary information of ASC and will not be provided at this time without a subpoena.

However, our records indicate that foreclosure proceedings were initiated for your loan on May 12, 2008. As of the date of this letter the property is scheduled with a foreclosure sale date of October 04, 2011.

If you have any additional questions or need clarification regarding the information provided in this letter, please contact me directly at (866) 416-5896, extension 21690. I am available to assist you Monday through Friday, 7:30 a.m. to 4:30 p.m., Central Time.

Sincerely,

James Whisnant
Executive Mortgage Specialist, Office of the President

Enclosure(s)

This communication is an attempt to collect a debt and any information obtained will be used for that purpose. However, if you have received a discharge of this debt in bankruptcy or are currently in a bankruptcy case, this notice is not intended as an attempt to collect a debt as this company has a security interest in the property and will only exercise its rights against the property.

Exhibit 9a

ASC
AMERICA'S SERVICING COMPANY
PO Box 10328 MAC X2302-02J AU 36566
Des Moines, IA 50306-0328





Uniform Residential Loan Application

000000905

NR021 0028MVS

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 will be used as a basis for loan qualification, but his or her liabilities must be considered because the 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.

I TYPE OF MORTGAGE AND TERMS OF LOAN

Mortgage Applied For: VA, FHA, Conventional, Other. Agency Case Number, Lender Case No. 200067003. Loan Amount: \$ 100,000.00. Rate and Rate Type: 5.975000%. No. of Months: 360. Loan Features: Fixed Rate, Other (specify):

II PROPERTY INFORMATION AND PURPOSE OF LOAN

Legal Property Address (state, city, street, apartment, etc.): 154 COLUMBIA ROAD, LAWRENCE, NJ 08701. wrong property address. No. of Units: 1. Van/Built: 1977.

PURPOSE OF LOAN: Purchase, Refinance, Construction/Refinance, Other (specify). Primary Residence, Secondary Residence, Investment. Complete this form if construction or construction/refinance loan.

Complete this form if refinance loan. Year Acquired: 1990. Original Cost: \$40,000.00. Amount Existing Loan: \$ 0.00. Purpose of Refinance: CASH-OUT/OTHER. Cash: \$.

Marital Status in this country: JOSEPH YORKE AND ESTHER KRUSHEVSKY. MARRIAGE IN WHICH BORROWER IS: JOINTLY. Borrower's Check Number, Amount and Date: \$100,000.00. Date: 10/1/00.

III BORROWER INFORMATION

Borrower's Name (include J., or B., if applicable): ESTHER KRUSHEVSKY. Co-Borrower's Name (include J., or B., if applicable): JOSEPH YORKE.

Borrower's Home (include J., or B., if applicable): 671 8TH STREET, LAWRENCE, NJ, 08701. Home Telephone: (732) 364-2359. Age: 51. Years Since Graduated: 16.

Other Home (include J., or B., if applicable): None. Other Home Telephone: None. Other Home Address: None.

Other Home (include J., or B., if applicable): None. Other Home Telephone: None. Other Home Address: None.

Other Home (include J., or B., if applicable): None. Other Home Telephone: None. Other Home Address: None.

Other Home (include J., or B., if applicable): None. Other Home Telephone: None. Other Home Address: None.

Other Home (include J., or B., if applicable): None. Other Home Telephone: None. Other Home Address: None.

Other Home (include J., or B., if applicable): None. Other Home Telephone: None. Other Home Address: None.

Other Home (include J., or B., if applicable): None. Other Home Telephone: None. Other Home Address: None.

IV EMPLOYMENT INFORMATION

Employer's Name (include J., or B., if applicable): None. Employer's Address: None. Employer's Telephone: None.

Employer's Name (include J., or B., if applicable): None. Employer's Address: None. Employer's Telephone: None.

Employer's Name (include J., or B., if applicable): None. Employer's Address: None. Employer's Telephone: None.

Employer's Name (include J., or B., if applicable): None. Employer's Address: None. Employer's Telephone: None.

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Employer's Name (include J., or B., if applicable): None. Employer's Address: None. Employer's Telephone: None.

Employer's Name (include J., or B., if applicable): None. Employer's Address: None. Employer's Telephone: None.

Employer's Name (include J., or B., if applicable): None. Employer's Address: None. Employer's Telephone: None.

Employer's Name (include J., or B., if applicable): None. Employer's Address: None. Employer's Telephone: None.

Exhibit 9b

101 ASSIGNMENT

0006612978

Fairmont Funding, Ltd
30 West 37th Street, 4th FL, New York, NY 10018

(RESERVE THIS SPACE FOR RECORDING OFFICE USE)

ASSIGNMENT OF MORTGAGE

Know that Fairmont Funding, Ltd, 30 West 37th Street, New York, N.Y. 10018, assignor, in consideration of one dollar (\$1.00) and other good and valuable consideration paid by

assignee, hereby assigns unto the assignee, a certain mortgage made by

ESTHER KRISHEVSKY

to Fairmont Funding, Ltd given to secure payment of the sum of 182,000.00 and interest, dated 12/31/03 and intended to be recorded simultaneously herewith in the Office of the Clerk of the County of Queens covering the premises therein described and situated at 300 56th STREET, LAKEWOOD, NJ 08761

Together with the bond of obligation described in said mortgage, and the moneys due and to grow due thereon with the interest.

To have and to hold the same unto assignee, and to the successors, legal representatives and assigns of the assignee forever

This assignment is not subject to the requirements of section 275 of the Real Property Law because it is an assignment within the secondary market.

The word "assignor" or "assignee" shall be construed as if it read "assignors" or "assignees" whenever the sense of this instrument so requires

In witness whereof, the assignor duly executed this assignment this date: December 31, 2008

Arthur Galati
Arthur Galati - President
Fairmont Funding, Ltd.
Assignor

ASSIGNMENT OF MORTGAGE

Exhibit 9C

Judges Blocking N.J. Foreclosures When Mortgage Notes Not in Hand

Mary Pat Gallagher
New Jersey Law Journal
November 22, 2010
Post a Comment

State and federal judges in New Jersey are putting mortgage foreclosures under greater scrutiny, not letting them go forward without timely possession of the note in a pair of recent decisions.

On Nov. 16, a bankruptcy judge in Camden disallowed a proof of claim on a mortgage because the party seeking to enforce it did not acquire the mortgage note until after the claim was filed. The same day, the state judiciary published a trial court ruling to the same effect.

In both cases, attempts by the Bank of New York to enforce securitized mortgages failed because the paperwork did not satisfy the requirements of the New Jersey Uniform Commercial Code.

In *Kemp v. Countrywide Home Loans*, Adversary No. 08-2448, Chief Bankruptcy Judge Judith Wismur found that when the mortgage was assigned, the note memorializing the underlying debt was not transferred to the Bank of New York or endorsed to it.

Countrywide Home Loans made the \$167,000 mortgage loan on a Haddon Heights property to John Kemp in May 2006. The mortgage was securitized — pooled with other mortgages into a trust consisting of the mortgage loans and proceeds — and sold to the Bank of New York as trustee. The process was facilitated by the Mortgage Electronic Registration Systems (MERS), an electronic registry that tracks the transfer of ownership interests and servicing rights in mortgage loans.

The pooling agreement stated that the note would be transferred with an appropriate endorsement but neither the transfer nor the endorsement was done.

In 2008, Kemp filed for Chapter 13 bankruptcy. Countrywide, which had been bought in the interim by Bank of America, filed a \$211,202 proof of claim on the mortgage in June 2008, acting as the servicer for Bank of New York.

Kemp did not dispute that he signed the mortgage and note, but in an adversary action filed Oct. 10, 2008, he asked the court to expunge the claim because the lack of documentation meant it could not be proved.

Countrywide did not locate the note until shortly before the case was tried in September 2009, and the endorsement to the bank — via execution of a document known as an allonge that is supposed to be affixed to the note — was not done until several weeks before the trial and in anticipation of it.

At trial, a Countrywide supervisor testified that prior to filing the proof of claim, the note was transferred to the company's foreclosure unit without an attached allonge. She also testified it was customary for Countrywide to hold onto the original note and other loan documents.

In ruling for Kemp, Wismur said the note could not be enforced because the possession and endorsement required by the UCC were lacking. Even if the newly prepared allonge was valid, the bank's lack of possession was enough to defeat the claim, she added.

She cited a federal case from Massachusetts decided on Sept. 14, *Marks v. Braunstein*, No. 09-cv-11402, where a district judge rejected enforcement of a note because the assignee did not have possession.

Wismur also found that the written mortgage assignment, properly recorded with the county clerk, "created an ownership issue" but did not transfer the right to enforce the note.

Exhibit 9d

March 04, 2011

Can a bank foreclose on a home when it does not possess an authentic assignment in its favor of the mortgage note?

The Appellate Division of the Superior Court of New Jersey recently held that a bank did not have standing to foreclose on a home because it did not possess an assignment in its favor of the mortgage note.

The case arose when the bank foreclosed against one of its borrowers who failed to make mortgage payments. The homeowner defended on the basis that the bank could not prove that it owned the loan. The reason was that the bank did not possess an assignment in its favor of the mortgage note.

The trial court granted the bank's motion for summary judgment, ruling against the homeowner. However, that decision was reversed by the Appellate Division of the Superior Court of New Jersey. *Wells Fargo Bank v. Ford*, 2011 WL 250561 (N.J.Super. 2011). It held that the bank could not establish that it was assigned the mortgage because it could not produce authentic copies of either the mortgage note or the assignment. The Court based this conclusion upon the fact that the certification

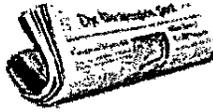
Wells Fargo submitted in support of its motion for summary judgment alleged that "[p]laintiff is still the holder and owner of the said Note/Bond and mortgage," and a copy of the mortgage and note was attached to the certification. In addition, Wells Fargo submitted a document that purported to be an assignment of the mortgage, which stated that it was an assignment of "the described Mortgage, together with the certain note(s) described therein with all interest, all liens, and any rights due or to become due thereon."

Id. at 9-10.

The Court held that these documents were not authenticated in the submission from Wells Fargo. As a result, the Court held that the bank did not have standing to foreclose on the home. The case was remanded to the trial court, where the authenticity of the documents could be addressed.

Comments/Questions: gdnl@gdnlaw.com

Exhibit 9c



Click to see "Some Judges Chastise Banks Over Foreclosure Paperwork" on the Washington Post website, or read the the article below.

Some Judges Chastise Banks Over Foreclosure Paperwork

By Ariana Eunjung Cha
Washington Post Staff Writer
Tuesday, November 9, 2010

EAST PATCHOGGUE, N.Y. - A year ago, Long Island Judge Jeffrey Spinner concluded that a mortgage company's paperwork in a foreclosure case was so flawed and its behavior in negotiations with the borrower so "repugnant" that he erased the family's \$292,500 debt and gave the house back for free.

The judgment in favor of the homeowner, Diane Yano-Horoski, which is being appealed, has alarmed the nation's biggest lenders, who say it could establish a dramatic new legal precedent and roll the nation's foreclosure system.

It is not the only case that has big banks worried. Spinner and some of colleagues in the New York City area estimate they are dismissing 20 to 50 percent of foreclosure cases on the basis of sloppy or fraudulent paperwork filed by lenders.

Their decisions illustrate the central role lower court judges will have in resolving the country's foreclosure debacle. The mess came to light after lawsuits and media reports showed lenders were routinely filing shoddy or fraudulent papers to seize the homes of borrowers who had missed payments.

In millions of cases across the United States, local judges have wide latitude to impose sanctions on banks, free homeowners from their mortgage debts or allow the companies to proceed with flawed foreclosures. Ultimately, the industry is likely to face a messy scenario - different resolutions by courts in all 50 states.

The foreclosure dismissals in this area of New York have not delivered free homes for borrowers. With so much at stake, lenders in this part of New York are aggressively appealing foreclosure dismissals, which is likely to keep the legal system bogged down, foreclosed homes off the market, and homeowners like the Yano-Horoski family in legal limbo for years.

"We believe the Yano-Horoski ruling, if allowed to stand, has sweeping and dangerous implications for the entire mortgage lending industry," said OneWest Bank, the family's mortgage servicer.

The situation in Suffolk and Nassau counties on Long Island and Kings County in Brooklyn - which have among the highest rates of foreclosure in the state and where the 81 judges handling foreclosures have become infamous over the past few years for scrutinizing paperwork for errors - provides a window into how the crisis could unfold across in the country.

Exhibit 9f

FAIRMONT
FUNDING, LTD.

Mortgagor(s): ESTHER KRISHEVSKY

CENTRAL PROCESSING CENTER
39 WEST 37TH STREET
NEW YORK, NY 10018
(212) 937-6100
FAX (212) 937-6101

Property: 320 3RD STREET
LAKEWOOD, NJ 08701
Re: Mortgage Account Number 200092246
Date: February 20, 2004

MORTGAGE SOLD TO DLJ
THERE IS NO ASSIGNMENT
FROM DLJ TO US BANK/
CREDIT SUISSE

Dear ESTHER KRISHEVSKY

We are pleased to have had the opportunity to assist you with the financing of your home. Your loan has been sold to DLJ and will be serviced by FAIRBANKS CAPITAL CORPORATION beginning with payment due

MARCH 1, 2004

Your current monthly mortgage payment consists of the following:

Principal & Interest	\$	1,075.14
Private Mortgage Insurance		0.00
Real Estate Taxes		247.51
Hazard Insurance Premium		61.17
Flood Insurance Premium		0.00
Total Payment	\$	1,403.82

The escrow portion of your payment is equivalent to 1/12th of each disbursement and is subject to change by the servicer as determined by an increase or decrease in taxes or insurance.

If your loan has an adjustable rate, the principal and interest portion of your payment is subject to change as outlined in the Note signed at closing.

You will receive a payment coupon book from FAIRBANKS prior to the due date of your next payment. In the event the coupon book is not received before the payment due date, please mail your check showing your loan number to:

Fairbanks Capital Corp.
P.O. Box 79157
Phoenix, AZ 85062-9157

Any future correspondence should also be sent to that address.

If you have any questions regarding your mortgage, please contact the Customer Service Department 800-258-8602 or our closing department at 1-800-422-5363.

Sincerely,

FAIRMONT FUNDING, LTD.

Licensed Mortgage Bankers NY, CT, NJ, PA & FL Banking Departments

Exhibit 10 a

Return to:
Fairmont Funding, Ltd
39 West 37th Street, 4th
Fl., New York, NY 10018

②

Prepared By:
FAIRMONT FUNDING, LTD.

INSTR # 2004004973
DR # 11856 PG 0635
RECORDED 01/08/2004 11:58:10 AM
CARL W. BLOCK, COUNTY CLERK
DECAH COUNTY, NEW JERSEY

OLJ

(Place Above This Line For Recording Date)

MORTGAGE

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated December 31, 2003 together with all Riders to this document.
- (B) "Borrower" is ESTHER KRISHEVSKY and 320 ASSOCIATES

Borrower is the mortgagee under this Security Instrument.
(C) "Lender" is Fairmont Funding, Ltd.

Lender is a New York Corporation organized and existing under the laws of The State of New York.

NJ0036 KRISHEVS 200092246
NEW JERSEY - Single Family - Periodic Rental/Resale or as UNIFORM INSTRUMENT Form 3021 1/01
Page 1 of 10
NEW JERSEY FORM - 09/2001

Handwritten initials: EK, gm



Handwritten note: 360 cash

Exhibit 10b

CLERK OF SUPERIOR COURT
SUPERIOR COURT OF NEW JERSEY
MERCER COUNTY
RECEIVED AND FILED

PREPARED BY THE COURT MAR 29 2011

John A. Ryan
JOHN A. RYAN
DEPUTY CLERK OF SUPERIOR COURT

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION -
GENERAL EQUITY PART
MERCER COUNTY

IN THE MATTER OF
RESIDENTIAL MORTGAGE
FORECLOSURE PLEADING AND
DOCUMENT IRREGULARITIES

DOCKET NO. F-59553-10

CIVIL ACTION

ORDER APPROVING THE
RECOMMENDED STIPULATION
AND APPOINTING SPECIAL
MASTER

The court having entered an Order to Show Cause on December 20, 2010, directing the six foreclosure plaintiffs identified in the order (referred to hereinafter as "Respondents" to the Order to Show Cause) to respond to the Order to Show Cause and establishing a schedule for the filing of papers, and appointing Edward Dauber, Esquire, Greenberg, Dauber, Epstein & Tucker, as counsel to support the proposed relief outlined in the Order to Show Cause; and the foreclosure plaintiffs having filed their oppositions to the relief sought in the Order to Show Cause on January 5, 2011; and Mr. Dauber having requested and received several extensions of time to respond to the oppositions in order to explore with the foreclosure plaintiffs the possibility of their agreeing to the appointment of a Special Master and their agreeing to a process for reviewing their foreclosure document preparation procedures for accuracy, reliability, and compliance with applicable laws, court rules, and the business record requirements of the New Jersey Rules of Evidence; and Mr. Dauber having reported the success of those negotiations to this court in a letter of March 18, 2011; and Mr. Dauber having submitted a fully executed Recommended Stipulation to the court for review on March 18, 2011; and the court having

Page 1 of 3

Exhibit 11a

scheduled a review hearing for the Recommended Stipulation for March 29, 2011, at 2 P.M.; and the court having reviewed the Recommended Stipulation and the letter of Mr. Dauber of March 18, 2011; and the court having heard oral argument regarding the Recommended Stipulation on March 29, 2011; and the court also having heard oral argument from proposed interveners whose motions to intervene have been addressed in separate orders; and for good cause shown, for the reasons set forth on the record on March 29, 2011:

IT IS on this 29th day of March, 2011, **HEREBY ORDERED** that:

1. The Recommended Stipulation is approved and shall be referenced as the "Stipulation of Settlement" or "Stipulation." The Respondents are directed to fulfill their responsibilities under the stipulation and cooperate with the Special Master and Special Counsel.
2. The court appoints the Honorable Richard J. Williams, J.S.C. (retired), as the Special Master, with the consent of the Respondents, to undertake the responsibilities of the Special Master set forth in the Stipulation. Judge Williams shall have the powers enumerated in the Stipulation and any power necessary or attendant to the powers explicitly set forth in the Stipulation to achieve the goals set forth in that document.
3. The process set forth in the Stipulation shall address only uncontested cases. Nothing in the Stipulation shall be construed as altering or interfering with the right of any party to a foreclosure action to contest the foreclosure by filing a contesting answer, by challenging an amount due on a mortgage in default submitted to the Office of Foreclosure with a final judgment package, or pursuing any right guaranteed by law or court rule to a party contesting a foreclosure. Nor shall anything in the Stipulation, or any action taken by the Special Master, be construed as altering or interfering with

Exhibit 11b

the discretion of any Superior Court Judge of the State of New Jersey to adjudicate all issues raised by the parties in contested foreclosure matters.

4. The court refers to the Special Master for his consideration the papers filed by Legal Services of New Jersey and The Seton Hall Law School Center for Social Justice in support of their motions for intervention, which motions have been denied by separate orders.
5. The court refers to the Special Master for his consideration the documents submitted to the court and to Mr. Dauber by individuals who lodged the documents with the court out of concern for promoting the integrity of the foreclosure process. Attached to this order is a list of the individuals who filed papers with the court and the dates of their submissions.
6. This Order resolves the Order to Show Cause entered by this court on December 20, 2011. The court retains jurisdiction to enforce the terms of the Stipulation and the terms of this Order.
7. Mr. Dauber shall provide a copy of this order via facsimile to the attorneys on the attached service list and the order shall be filed in the electronic case jacket of the JEFIS system for foreclosure matters maintained by the Office of Foreclosure in the Superior Court Clerk's Office.


MARY C. JACOBSON, P.J. Ch.

Exhibit 11c

Date Received	Filed By
12/23/10	William Piniis
12/28/10	Ted Peterson & Madeline Ferreri
12/29/10	Rosa Sands
12/30/10	Jeffrey Lichtenstein
1/11/11	Lauri Gordon
1/11/11	Kerry Scott Lane, M.D.
1/11/11	Anthony D'Amato
1/12/11	Michael f. Olenick
1/12/11	Lisa Epstein
1/13/11	James McGuire
1/18/11	Janet-Linda Beddini
1/24/11	Anonymous
1/31/11	Ellen E. Nevins
2/10/11	Kevin M. Hurley
2/14/11	Harold Goldman, Esq. (Ansell, Grimm & Aaron)
2/22/11	Steve & Dawn Hodges
3/1/11	Katherine S. Galaida
3/1/11	Anthony D'Amato
3/9/11	Tracy T. Wilson
3/15/11	Collins Elumogo

Exhibit 11d

LSS@jewelrysoftware.net

From: LSS@jewelrysoftware.net <idy@jewelrysoftware.net>
Sent: Wednesday, May 25, 2011 10:06 PM
To: 'Joseph.Bortz@wellsfargo.com'
Cc: 'John.G.Stumpf@wellsfargo.com'; 'ecu@usbank.com'
Subject: loan number 106-1205031080
Attachments: 320T_recd_5_21_11_dated_04_22_11_with_loanapplication_and_GFE_from_154G012.pdf

I have requested several documents on this loan number – I was given instructions on how to request them and followed them specifically.

After being told that the written correspondence department would get back to me – I was informed that i would have to wait 15 days, and then I was reformed that I would have to wait 60 days – see attached letter copies

On May 21 2011, I received a letter that was dated April 22, 2011 saying that the documents were enclosed - I am attaching a copy of the letter.

However the loan application that was enclosed was for a different loan number, and the good faith estimate that was enclosed was for a different loan number.

I also requested the Notice of Intent to Foreclose, and the payment records. This was not supplied and as you can see on page 2,

"Any documents or requested information not provided in this letter are due to the request being too broad to determine specific information needed, or are considered to be proprietary information of ASC and will not be provided at this time."

Does providing documents from the wrong loan number also go under 'too broad' or 'proprietary' umbrella?

I am very frustrated at procrastination in providing this information, especially since I was told by your people, specifically Wally id# VJQ, and confirmed by yourself on April 21, 2011 , that you have this information and that if I would send a request to your written correspondence department, you would be sending this information. Instead I get this letter dated April 22, 2011, but actually mailed much later since I only received May 21, 2011 – I can't even plan a defense with my attorney since I haven't been give appropriate disclosure, and have been actually sent documents on the wrong loan number. I was told that an acceleration letter was available, I was then sent a letter saying that since the loan is not in foreclosure there is no acceleration letter, I was then informed that I will not get the acceleration letter. It would appear that a very significant avoiding of providing this document is taking place.

Please advise immediately where my attorney can forward a request for these documents, so that we can obtain the documents needed.as all the help that you have "offered" has yielded no results.
Please also inform me as to where a subpoena for the documents should be addressed.

Thank you very much.

Exhibit 12

Robosigner #1

BK: 40/12 PG: 130



BK: 45772 Pg: 135
Page: 1 of 5 06/07/2010 02:22 PM WD

robosigner Helen Belton signs foreclosure documents for 320 3rd St.

MULTIPLE ENTITIES
VICE PRES?
ATTORNEY?

US BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR CREDIT FIRST FIRST BOSTON 2899 ASM
PLAINTIFF,
vs.
ESTWEDDISREVSKY, ET AL
DEFENDANTS

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION
DELAN COUNTY
Docket No. P. 2008-08
CIVIL ACTION
CERTIFICATION OF ADDITIONAL AMOUNT DUE PLAINTIFF

MASSACHUSETTS EXCISE TAX
Worcester District ROD #20 001
Date: 06/07/2010 02:22 PM
CI# 093708 11393 Doc# 00047388
Fee: \$561.40 Cons: \$127,500.00

ORECLOSURE DEED BY CORPORATION

Helen Belton does hereby certify:
1. I am the Vice President Loan Documentation of American's Servicing Company, successor for the Plaintiff in the above entitled action, and have complete knowledge of the amount due for principal and interest on Plaintiff's obligation and mortgage on facts in the Court and filed and I have reviewed the Commission of Proof of Asset Due upon which judgment was entered.
2. After entry of final judgment, there has been adherence by the plaintiff additional sums, as set forth on the annexed schedule.
3. I hereby certify that the foregoing statements made by me are true. I am aware that if any of the above stated statements made by me are willfully false, I am subject to punishment.

see
I under the laws of the United States of America and having
Inuit Street, Cincinnati, OH 45202
I mortgage

Dated: August 22, 2009
Helen Belton, Vice President Loan Documentation

to Mortgage Electronic Registration Systems, Inc

US Bank National Association as Trustee by Wells Fargo Bank, N.A. as Attorney in Fact

By Helen Belton
Helen Belton, V.P. Loan Documentation ATTORNEY IN FACT

2 signatures

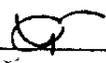
*For signatory authority see Limited Power of Attorney recorded with the Worcester County (Worcester District) Registry of Deeds at Book 39499, Page 29.

Deutsche Bank National Trust Company, as Trustee for HASCO Mortgage Pass-Through Certificates, Series 2006-HE2, by Wells Fargo Bank, N.A. as Attorney in Fact

By Helen Belton
Helen Belton, Vice President Loan Documentation ATTORNEY IN FACT

Exhibit 13a

Deutsche Bank National Trust Company, as
Trustee for HASCO Mortgage Pass-Through
Certificates, Series 2006-HE2 by Wells
Fargo Bank, N.A. as Attorney in Fact*

By:  _____

Xee Moua

Vice President Loan Documentation / *Attorney in Fact**

*For signatory authority, see Limited Power of Attorney recorded herewith.

State of South Carolina

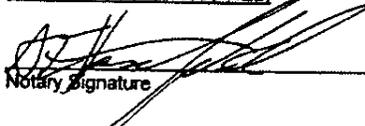
York, ss.

July 7th 2009

On this 7 day of July 2009, before me, the undersigned notary public, personally
appeared Xee Moua, proved to me through satisfactory evidence of identification,
which were personal knowledge (form of identification), to be the person whose
name is signed on the preceding or attached document, and acknowledged to me that (he) (she)
signed it voluntarily for its stated purpose.

Capacity: (as Attorney in Fact*)

for Deutsche Bank National Trust Company, as Trustee for HASCO Mortgage Pass-Through
Certificates, Series 2006-HE2

 _____ (Affix Seal)
Notary Signature

My commission expires: _____



Exhibit 13b

ASC 6582
 MELAN HALLINAN & SCHEMIEG, PC
 400 Fellowship Road, Suite 100
 Mt. Laurel, NJ 08054
 (856) 813-5500
 Attorneys for Plaintiff

SEP 9 0 2008

US BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR CREDIT SUISSE FIRST BOSTON 2004-AR4 PLADNTIFF VS ESTHER KRISHEVSKY, ET AL. DEPENDANT (S)	SUPERIOR COURT OF NEW JERSEY CHANCERY DIVISION OCEAN COUNTY DOCKET NO: F-29486-08 AFFIDAVIT OF SERVICE Cost of Service pursuant to R. 4:4-3(c) \$27.20
---	--

Person to be served (Name & Address): Esther Krishevsky
 677 8th Street
 Lakewood, NJ 08701

Papers Served: Summons and Complaint
 Service Date: 8/11/08 Time: 5:15 PM
 Served Successfully: Not Served: Attempts: 1
 Delivered a copy to him/her personally Name of Person Served and relationship: Esther Krishevsky
 Left a copy with a competent household Member over 14 years of age residing therein (indicate name & relationship as right) Defendant
 AS 11

CORPORATION-BUSINESS-GOVERNMENT AGENCY
 SERVING A COPY ON
 Officer Managing Agent Registered Agent Person in charge of the Registered Office of the corporation
 Municipal Clerk Clerk of the Board Deputy Clerk of the Board
 Director/Asst. Director Agent authorized to accept service
 Presiding Officer

NAME AND RELATIONSHIP OF PERSON ACCEPTING SERVICE:
 DATE SERVED:

Description of Person Accepting Service:
 Sex: F Age: 55 Height: 5'8" Weight: 150 Skin Color: W Hair Color: Brown
 Unsworn:
 Defendant is unknown at address furnished by attorney.
 All reasonable inquiries suggest defendant moved to an undetermined address.
 No such STREET in municipality.
 Address is a complex with no directory. Bldg./Apt./Suite # required.
 No response on:
 Sworn and Subscribed To Before Me This

11 day of Aug 20 08
 Signature of Process Server: Ralph P. Schramm
 Date: 8/11/08

THOMAS P. STRAIN, Notary Public
 My Commission Expires February 4, 2010
 Full Spectrum Services
 680 Fellowship Road, Suite 220
 Mt. Laurel, NJ 08054
 Ralph P. Schramm
 Address & Phone of Process Server

THOMAS STRAIN

Exhibit 13c

142 Tudor

mortgage of 114000
not listed on loan
application

Listing Office: 20 West 75th Street, 2nd Fl., New York, NY 10023
 Listing Agent: [Signature]
 Listing Date: [Date]
 Listing Price: [Price]
 Listing Status: [Status]

Loan Application
overstated by
1,131,850

listed 2 properties that were not theirs

154 Gov

mortgage of 108000
not listed on loan
application

Listing Office: 20 West 75th Street, 2nd Fl., New York, NY 10023
 Listing Agent: [Signature]
 Listing Date: [Date]
 Listing Price: [Price]
 Listing Status: [Status]

170 Gov

mortgage of 102000
not listed on loan
application

Listing Office: 20 West 75th Street, 2nd Fl., New York, NY 10023
 Listing Agent: [Signature]
 Listing Date: [Date]
 Listing Price: [Price]
 Listing Status: [Status]

186/186 Gov 204

this property
was not deduced to
Esther Krshovsky
at time of listing on
loan application.

Listing Office: 20 West 75th Street, 2nd Fl., New York, NY 10023
 Listing Agent: [Signature]
 Listing Date: [Date]
 Listing Price: [Price]
 Listing Status: [Status]

186 Gov

mortgage of 108000
not listed on loan
application

Listing Office: 20 West 75th Street, 2nd Fl., New York, NY 10023
 Listing Agent: [Signature]
 Listing Date: [Date]
 Listing Price: [Price]
 Listing Status: [Status]

677 Eighth St

mortgage of 695913
not listed

Listing Office: 20 West 75th Street, 2nd Fl., New York, NY 10023
 Listing Agent: [Signature]
 Listing Date: [Date]
 Listing Price: [Price]
 Listing Status: [Status]

	mortgage	actual	mortgage	Difference
	table	claims	claimed	
611 eighth st	550000	336063	695913	359850
225 James	300000	195187	195187	0
231 Carol	280000	157508	157508	0
1380 Paris Ct	160000	103214	103214	0
84 Joda Drive	160000	78212	78212	0
156 Coventry Drive	170000	170000	170000	not theirs
			0	
142 Tudor Ct	190000	114000	114000	
154 Governors	180000	108000	108000	
170 Governors	170000	102000	102000	
704 Coventry/204 Gov	170000	170000	170000	not theirs
			0	
186 Governors	180000	108000	108000	
320 T	320000	0	0	
	2810000		1131850	

Exhibit 14

Deed

INSTR. # 2004004972
OR BK 11856 PG 0651
RECORDED 01/08/2004 11:58:10 AM
CARL V. BLOCK, COUNTY CLERK
OCEAN COUNTY, NEW JERSEY

This Deed is made on December 31, 2003
BETWEEN
320 ASSOCIATES

By Joseph Yoffe, legal representative

whose post office address is
320 THIRD STREET
LAKEWOOD, NJ 08701

referred to as the Grantor,
AND
320 ASSOCIATES,
whose post office address is
320 THIRD STREET
LAKEWOOD, NJ 08701

ESTHER KRISHEVSKY
320 THIRD STREET
LAKEWOOD, NJ 08701

referred to as the Grantee.
The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

1. **Transfer of Ownership.** The Grantor grants and conveys (transfers ownership of) the property (called the "Property") described below to the Grantee. This transfer is made for the sum of \$1.00
One Dollars and No Cents

The Grantor acknowledges receipt of this money.

2. **Tax Map Reference.** (N.J.S.A. 40:40-13) Municipality of Lakewood
Block No. 81 Lot No. 4 Qualifier No. Account No.
 No lot and block or account number is applicable on the date of this Deed. (Check Box if Applicable.)

3. **Property.** The Property consists of the land and all the buildings and structures on the land in the Township of Lakewood, County of Ocean and State of New Jersey. The legal description is:

Please see attached Legal Description annexed hereto and made a part hereof. (Check Box if Applicable.)

BEING the same premises conveyed to the grantor herein by deed from Tri-Square Enterprises, a New Jersey Partnership by Amelia N. Thompson as Executrix of the Estate of Wilbur J. Thompson and as Administratrix of the Estate of Robert C. Thompson, Powers, dated November 25, 1991 and recorded in the Ocean County Clerk's Office on December 8, 1991 in Deed Book 1044, page 891.

SUBJECT TO easements and restrictions of record, if any.

Prepared by: (print signer's name below signature)
Joseph Yoffe
320 Associates, by Joseph Yoffe, grantor/legal rep

(For Recorder's Use Only)

COUNTY OF OCEAN
CONSERVATION - 1-00
REALLY TRANSFERRED BY DEED
DATE 1-8-04 BY [Signature]

G. roush 00

Exhibit 15

419 12TH STREET LAKEWOOD, NJ 07033		Date of Settlement: 12/31/2003	
ITEMIZATION CHARGES			
IS PAYABLE IN CONNECTION WITH LOAN			
Origination Fee		1901	
Disbursement 1.0000 \$			
Mail Fee to FAIRMONT FUNDING 5500 POC		64,320.00	
Report to FAIRMONT FUNDING, LTD.		20.00	
Office Fee			
page Insurance Application Fee to			
page Broker Fee			
OD HAZARD CERTIF TO FAIRMONT FUNDING		30.00	
LICATION FEE TO FAIRMONT FUNDING, LTD.		495.00	
MITMENT FEE TO FAIRMONT FUNDING, LTD.		699.00	
SERVICE FEE TO FAIRMONT FUNDING, LTD.		88.00	
\$ REQUIRED BY LENDER TO BE PAID IN ADVANCE			
at from 12/31/2003 to 01/01/2004 @ 928.666 /day		*28,67	
page Insurance Premiums for			
\$ Insurance Premiums for 1 year(s) to,			
@ 9707846 5/03-5/04 9974 POC			
DRIVES DEPOSITED WITH LENDER			
page Insurance 10 month(s) @ \$81.17/month		7,811.70	
Property Taxes 1 month(s) @ \$247.51/month		2,475.51	
of assessments			
page Accounting Adjustment		-0.04	
F CHARGES			
Account or closing fee to ROCKWELL ABSTRACT		400.00	
act or title search to			
Examination to			
insurance binder to			
ment preparation to			
y fees to			
oy's fees to			
odice above line numbers			
insurance to ROCKWELL ABSTRACT - PREMIUM		*893.00	
ndice above line numbers: RNJ-00545-03 FIRST AMER			
's coverage \$ 192,000.00			
's coverage \$			
LE ENDORSEMENT & SEARCH FEES			
		436.00	
DOCUMENT RECORDING AND TRANSFER CHARGES			
Big Docs: MORTGAGE (1)		225.00	
RD DEED		100.00	
NOTARIAL SETTLEMENT CHARGES			
tion to			
chard/Engineering services to			
percent to			
LIER FEES TO ROCKWELL 10520		20.00	
TRONICALLY TRANSMITTED DOCS		25.00	
RY & COPIES		75.00	
SETTLEMENT CHARGES (enter on line 1400)		5,109.84	
and hereby acknowledge receipt of a completed copy of this document. To the best of my knowledge and belief the funds which were received and have been or will be disbursed by the undersigned as part of			
ROCKWELL ABSTRACT AGENCY OF NJ 12/31/2003		ESTHER KRISHEVSKY	

TILA
VS.
SETTLE
STMT.

Exhibit 16

OCCUPANCY AGREEMENT

AP# NJ0036 KRISHEVSKY
DATE: December 31, 2003
BORROWER: ESTHER KRISHEVSKY

LN# 200092246

LOAN #: 200092246
PROPERTY ADDRESS: 320 3RD STREET, LAKEWOOD, NJ 08701

The undersigned Borrower(s) of the above captioned property understand that one of the conditions of the loan is that Borrower(s) occupy the subject property and Borrower(s) do hereby certify as follows:

- 1. Borrower intends to occupy the property as Borrower's primary residence.
2. Borrower intends to occupy the property during the 12 month period immediately following the loan closing as the primary residence of the Borrower (i.e., the property will be "owner occupied").
3. If Borrower's intention changes prior to the loan closing, Borrower agrees to notify Lender immediately of that fact.
4. Borrower understands that Lender may not make the loan in connection with subject property without this Occupancy Agreement.
5. Borrower acknowledges Lender has relied upon the Borrower's representation of occupancy in securing said loan, the interest rate or funding said loan.

THE UNDERSIGNED BORROWER(S) ACKNOWLEDGES AND AGREES THAT:

- 1. ANY MISREPRESENTATION OF OCCUPANCY BY BORROWER(S);
2. BORROWER(S) FAILURE TO OCCUPY THE PROPERTY AS THE PRIMARY RESIDENCE (i.e. OWNER-OCCUPIED) DURING THE 12 MONTH PERIOD FOLLOWING THE LOAN CLOSING;

SHALL CONSTITUTE A DEFAULT UNDER THE NOTE AND SECURITY INSTRUMENT EXECUTED IN CONNECTION WITH SAID LOAN AND, UPON THE OCCURRENCE OF SAID DEFAULT, THE WHOLE SUM OF PRINCIPAL AND INTEREST PAYABLE PURSUANT TO SAID NOTE PLUS COSTS AND FEES SHALL BECOME IMMEDIATELY DUE AT THE OPTION OF THE HOLDER THEREOF AND/OR LENDER MAY ADJUST THE INTEREST RATE TO BE EQUIVALENT TO THAT OF A NON-OWNER OCCUPIED LOAN.

Borrower(s) understand that it is a Federal Crime punishable by fine or imprisonment or both to knowingly make any false statement concerning any of the above facts, as applicable under the provisions of Title 18 U.S.C., Sec. 1014.

I declare that the foregoing Agreement is true and correct and agree to said terms of Agreement allowing Lender discretion to call loan due and/or adjust the interest rate based upon any misrepresentation of occupancy.

Borrower Date Borrower ESTHER KRISHEVSKY Date
Borrower Date Borrower
1000-599 (10/10) NEW 10/99 VMP MORTGAGE FORMS - 800521-1291 8/00

Exhibit 17

Affidavit of Title

STATE OF NEW JERSEY COUNTY OF OCEAN

SS:

320 Associates
say(s) under oath:

1. **Representations.** If only one person signs this Affidavit the words "we," "us" and "our" shall mean "I," "me" and "my." The statements in this Affidavit are true to the best of our knowledge, information and belief.
2. **Name, Age and Residence.** We have never changed our names or used any other names. We are citizens of the United States and at least 18 years old. After today, we will live at 320 3rd Street Lakewood, NJ 08701.
3. **Ownership and Possession.** We are the only owners of Property located at 320 3rd Street Lakewood, NJ 08701 called "this Property."
We now Mortgage this Property to Fairmont Funding, LTD. its successors and/or assigns

The date of the Mortgage is the same as this Affidavit. This Mortgage is given to secure a loan of \$ 192,000.00. We are in sole possession of this Property. There are no tenants or other occupants of this Property. We have owned this Property since November 25, 1991. Since then no one has questioned our ownership or right to possession. We have never owned any Property which is next to this Property.

Exhibit 18

idy@jewelrysoftware.net

From: J. Eichenstein <eichensteinj@gmail.com>
Sent: Wednesday, September 12, 2012 12:26 AM
To: Idy Yoffe
Subject: papers

hello mrs yoffe

i m not ignoring you i was plain extrim busy but i will Riley try to send you papers tomorrow.
on my project B"H its moving very good. with no problem. jk

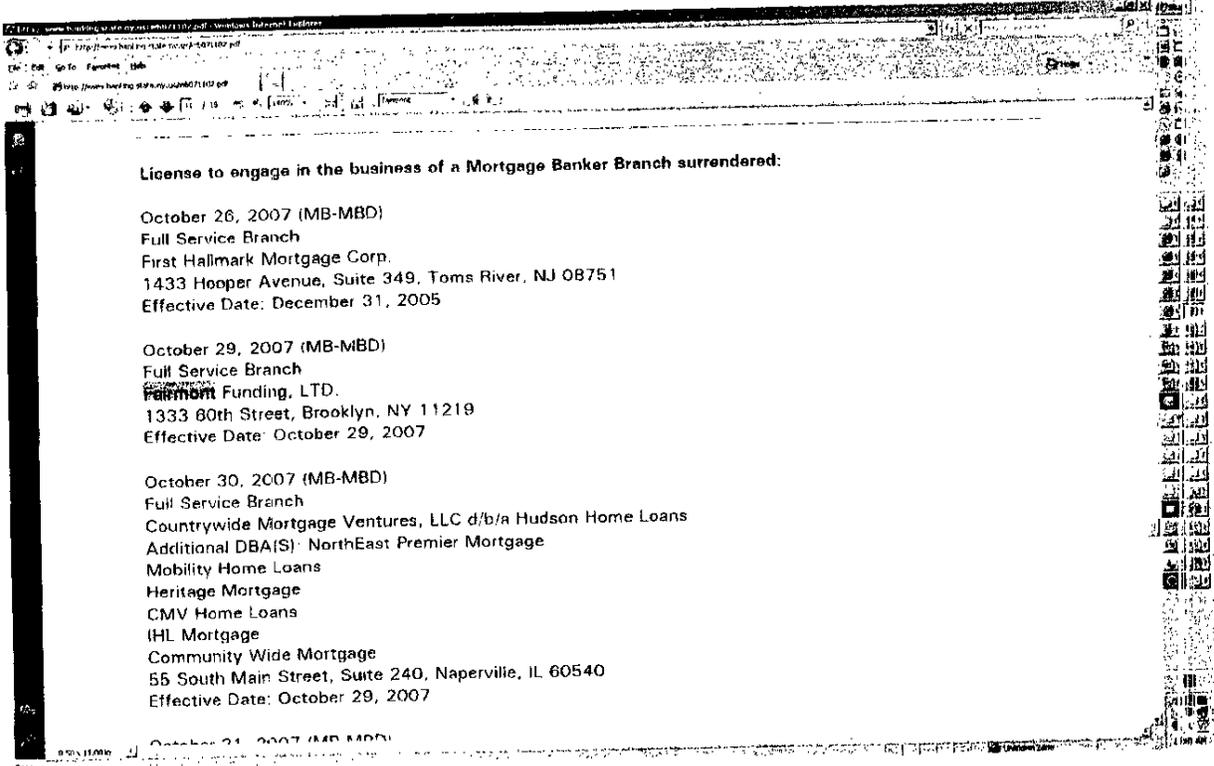


Exhibit 19

idy@jewelrysoftware.net

From: J. Eichenstein <eichensteinj@gmail.com>
Sent: Wednesday, September 12, 2012 12:26 AM
To: Idy Yoffe
Subject: papers

hello mrs yoffe

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on my project B"H its moving very good. with no problem. jk

Exhibit 20

3/6/11
3/7/11
3/22/11

5/1/11
5/24/11
5/23/11

12/7/10 trying to get papers -

TRYING TO GET PAPERS FROM KRISHVVS

5/27/11 still trying

From: J. Eichenstein [mailto:j.eichenstein@att.net]
Sent: Tuesday, December 22, 2010 11:45 AM
To: [mailto:j.eichenstein@att.net]
Subject: Re: could not get through to Tara

great working I am still checking I will call Tara tomorrow morning to get some information but I will not call her again until I have some information I find a plan and try to get it done for the project I am not sure if that will work or not I will let you know in this project I do believe Tara is the key.

> From: J. Eichenstein [mailto:j.eichenstein@att.net]
> Sent: Sunday, December 05, 2010 7:45 AM
> To: [mailto:j.eichenstein@att.net]
> Subject: Re: could not get through to Tara

> I will get back my cell phone tomorrow early morning time. I'll
 >>>> on 12/7/10, [mailto:j.eichenstein@att.net] wrote:
 >>>> Please try to text her to see if she has papers - very urgent -
 >>>> otherwise
 >>>> -
 >>>> pls call/come over Sunday so that we can try to put a little
 >>>> timetable together

From: [mailto:j.eichenstein@att.net]
Sent: Tuesday, November 30, 2010 12:47 PM
To: [mailto:j.eichenstein@att.net]
Subject: RE: 10

From: [mailto:j.eichenstein@att.net] <[mailto:j.eichenstein@att.net]>
Sent: Tuesday, November 30, 2010 11:51:33 AM
Subject: RE: 10

11/30/10 trying to get papers

agree with this offer and appreciate the consideration although I was surprised as when I contacted a lawyer they had given me the following rates for paralegals -

Paralegal/Law Clerk \$80.00 per hour

will be billed at the aforementioned hourly rate for all services rendered. This includes, but is not limited to, telephone calls, dictating and reviewing letters, travel time to and from meetings and Court, legal research, negotiations and other services related to this matter.

- I am not trying to quibble, I am just really beyond broke - anyway do what you can - I appreciate you doing this for me - it is really a big favor.

guess that means that [redacted]

The names that I am looking for are:

Remember you are a private eye here - so any versions that you have - go for it.

- Eather Krishavsky (aka Eather Q. Krishavsky)
- Jarah (aka Sarah, Sara, Sara) Krishavsky
- Michael Krishavsky
- Joseph Eichenstein, Josef Eichenstein (Eichenstein)
- Isby Gotsesman (Robert, Rob)
- Ulrich Dattel
- the Dattel (Abraham)
- bedford Gardens, South Fallsburg, NY
- Rosemond, Woodridge, NY
- Apachester Capital (John Manchester, to see if any other versions)
- Inhalation

From: [mailto:j.eichenstein@att.net]
Sent: Friday, May 27, 2011 8:37 AM
To: J. Eichenstein
Subject: RE: 10

I know that things are very challenging - I am so sorry - it must be a very very hard drive - possibly where I need to happen - maybe I don't understand why it is so hard to give me the papers - it is just a boring job - not anything that has the same number or address - I told you I would do it for you.

Regardless - I just want you to help me here - I am not telling you about all the agreements trying to figure out what to do -

1000 - all the bills from 2000-2008, especially the ones that say (EVIDENCE OF INTENT TO FORGIVE) - I don't know if I should for a while they give it to every bill, so if you find just one for 2nd for now, send it to me, but might get me all of them so I could see when I get to other properties - as I said, you can just give me all the envelopes and I

1000 - You have a big folder on each mortgage - you gave me the copy on 7th Princeps - need to be one photo of that and big and bulky folders, please look if you have those.

1000 - I still need a track of where the money went - just to check - especially right now if money you actually get because if their numbers are wrong, this is a big problem for them.

Thank you very much - Got Shellen and Got Chodoff

From: J. Eichenstein [mailto:j.eichenstein@att.net]
Sent: Friday, May 27, 2011 8:33 AM
To: [mailto:j.eichenstein@att.net]
Subject: RE: 10

also you'll - I know how you feel this day. I know you can't but pls pls work because I don't have money to pay bills despite - get it all - etc. minimum. It is in the air. It's over all of this I spend a lot of time to look for more papers for how many bills I'm getting everyday. I'm very very small thingy subject 2000 - 3000 for not knowing you calls. I don't know who do much. any way I provide you Monday (Friday) to look every hour it get back to you Tuesday morning. also I'm thank you for your understanding, good choice. It's p.s. it's the project is moving into it.

From: [mailto:j.eichenstein@att.net]
Sent: Wednesday, November 24, 2010 8:18 AM
To: J. Eichenstein
Subject: mortgage from manchester - papers

I feel like I [redacted] to our cost -

Please bring your papers regarding any deal made with Manchester, any of mortgage, on my property - Any paperwork from Manchester/Palmer

Thank you very much
Mike Vella

Exhibit 20b

FAIRMONT CAPITAL LLC

39 West 37th St. 4th Fl.
New York, NY 10018
(212) 637-6100
Fax: 637-6101

October 10, 2003

Mr. Joseph Krishevsky
a/k/a Mr. Joseph Eichenstein
Garden Terrace LLC
677 8th Street
Lakewood, NJ 08701

Re: Commitment letter for a \$1,000,000 land loan secured by a first mortgage on the 134 acres located at Rosemond Road and Silver Lake Road (S-B-L No. 30-1-11) in the Town of Fallsburg, NY

Dear Mr. Krishevsky:

We are pleased to inform you that we intend to make available to you the maximum sum of \$1,000,000 (the "Loan") which shall be secured by a first mortgage land loan on the property located at the abovementioned address in Fallsburg, NY. The loan is being made subject to the following conditions:

Borrower: Garden Terrace LLC

Guarantor: Mr. and Mrs. Krishevsky, Michel Krishevsky and Shmuel Finkelstein, who together are 100% of the members of the Borrower, are jointly and severally liable for the obligations of this loan.

Loan amount: \$1,000,000

Other Financing: There can be no other liens, mortgages or judgments prior to this mortgage. All real estate taxes must be current. There shall be no mechanics' liens or notices of intention filed.

Interest Rate: 14% per annum.

Monthly payments: Monthly installments of interest only. Please note that interest payments are due the first of each month and a grace period of 5 days is given.

Term: One year with option to renew for an additional year if all interest payments were made on a timely basis and if a one point extension fee is paid with a written request to be made 30 days prior to the due date.

Exhibit 21



May 8, 2010

ASC Loan Number: 106-1205031080

Borrower Name: ESTHER KRISHEVSKY

Property Address: 320 3RD ST
LAKEWOOD, NJ 08701

Dear ESTHER KRISHEVSKY

In response to your request for a sale of the above referenced property, for less than the total payoff of the mortgage loan. America's Servicing Company ("ASC") hereby agrees to the short sale between ESTHER KRISHEVSKY, the sellers, and OCEAN HOLDINGS NJ LLC, the buyer, and will release its lien, contingent upon the following terms:

1. With a purchase price of \$115,000.00 in which the required minimum net proceeds for ASC loan number 106-1205031080 should be no less than \$106,050.00. The settlement/closing is scheduled on or before 06/07/2010.
2. The approval letter is void after the closing date above. If an extension of the closing date is requested and/or approved, then per diem interest will be charged through the closing date.
3. Buyer(s) and seller(s) cannot be added, removed changed or substituted without prior written approval of ASC.
4. Any assignment of contract is null and void. Under no circumstances can the contract be assigned.
5. The property is being sold in "As Is" condition. No repairs will be made or paid out of proceeds.
6. The transaction has to be an "Arms Length Transaction". The buyer(s) and seller(s) cannot be related through family or business interest.
7. A copy of the Final HUD1 Settlement Statement must be faxed to ASC within 48 hours of closing. This fax should be sent to 866-447-9516 or emailed to Brian.Fuhr@wellsfargo.com.
Do not close without an approved HUD1 Settlement Statement from ASC.
8. **IN NO EVENT SHALL THE BORROWER RECEIVE ANY FUNDS FROM THE SALE OF THIS PROPERTY.**
Any surplus funds above the agreed upon short sale purchase price at the time of closing is the exclusive property of ASC and shall be made payable to ASC. The borrower(s) also waive their rights to any escrowed funds or refunds from prepaid expenses.
9. The Following items are in agreement to be paid at closing:- see attached preliminary HUD1/net sheet for detail:

• 2nd lien-if applicable to receive:	N/A
• Commission paid to be no more than	\$5,750.00
• Sellers concessions	N/A
• Remaining Settlement expense	\$3,200.00
• Borrower Payment	N/A
Cash at Closing	N/A
Promissory note	N/A
• Other HUD1 Credits	N/A

Exhibit 22