

September 12, 2012

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

**RECEIVED**

**SEP 18 2012**

**SUPERIOR COURT  
CLERK'S OFFICE**

Docket No.: F-009564-12

Objection to order to show cause:

THIS MATTER being brought before the Court by our lender Wells Fargo Bank, N.A. to seek an Order permitting Wells Fargo to issue corrected Notices of Intent to Foreclose on us is unacceptable. We object to this order based on the following reasons.

- 1- Wells Fargo committed fraud and predatory lending on our mortgage. They failed to obey the lending and mortgage laws and therefore they should have no right to foreclose on our property. They should be penalized for what they did to innocent people like us. They took advantage of our trust in them.
2. Upon hiring Premier Mortgage auditing on May 6, 2008 we discovered some of the fraud that was committed by Lender on our predatory and abused loan. (please see letter enclosed).
3. They filed and were aware of a foreclosure complaint against us on December 9, 2006, but the assignment of mortgage was executed on February 15, 2007 and was not recorded until July 9, 2007 (copy enclosed) therefore they were not the owners of our note and they had actual knowledge that this was a predatory loan.
4. They were aware that is predecessor induced upon us to refinance an existing mortgage loan with a new mortgage loan with predatory terms and borrowing costs that were unsuitable for us based on our actual income.
5. Lender abused our trust when we upon their request we supplied them with personal savings bank account statements and they used this savings as part of our income and knowingly used this documents to issue a predatory loan.
6. They acted at all relevant knowingly with fraudulent intent and/or knowingly obtained the fruit of the fraud.
7. They justifiably relied upon the misrepresentations . We suffered damages as a result of the fraud.

8. Their conduct violates the covenants of good faith and fair dealing present in all contracts.
9. Lender signed homeowners name after closing and knowingly sold these predatory loans to Wall Street Stock Market for a profit.
10. We were never served in a proper way with a foreclosure notice. Lender claimed we abandon property, were in fact our kids were attending elementary and high school.

Based upon all these facts and more of fraud committed by Lender against us they should be held responsible for their actions of what they knowingly did to us and we should be compensated for all the damages and misery they had brought into lives and our families lives and also to our personal credit history.

Respectfully,

  
Odalys DeBlasio

  
William DeBlasio

Cc: Mark Melodia, Esq.  
Reed Smith LLP,  
Princeton Forrestal Village  
136 Main Street  
Princeton, New Jersey 08540

Cc: Judge McVeigh  
Superior Court of New Jersey  
Passaic County Courthouse  
Chambers 100  
71 Hamilton Street  
Patterson, New Jersey 07505



7113 Hollywyck Road  
Maumee, Ohio 43537  
Phone: (419) 349-6793  
Fax: (419) 754-2600  
[www.premiermortgageauditing.net](http://www.premiermortgageauditing.net)

Protecting You and Your Family against Predatory Lending and Abuse

Prop. 17 Crane Court Middletown, NJ 07748

May 6, 2008

Ms. DeBlasio, there was no GFE in the documents you sent me. With no GFE the Mortgage Lender/Broker cannot charge Lender Discount Points fee of \$15,881.15 or Commitment fee of \$1,399.00 without proper disclosure. Even if you did receive GFE, the Mortgage Broker is not allowed to break down fees to make them look smaller than they are.

The Lender Discount Points of \$15,881.15 is fraudulent, no one knowingly pays down the interest rate on an adjustable rate that is only going to go up; there is no benefit to borrower.

There was no YSP (Yield Spread Premium) disclosed on HUD-1, so the Attorneys will ask in discovery if there was a YSP, how much it was and why it wasn't disclosed. This appears to be a broker funded loan.

Did you sign a Mortgage Broker Contract or Agreement?

There was no Preliminary TILA disclosure so the APR, the Finance Charge, the Amount Financed or the Total of Payments were not properly disclosed and are violations.

The Finance Charge is understated by \$801,051.49 and the APR is understated by 3.27%.

On the TILA disclosure stated under Schedule of Payments, for the payments to be accurate as stated in the Adjustable Rate Note and Rider the payments should have been stated as: 24 payments I/O at 9.690% of \$5,600.01, 6 payments I/O at 11.690% of \$6,755.85, 6 payments I/O at 12.690% of \$7,333.76, 6 payments I/O at 13.690% of \$7,911.68, 18 payments I/O at 14.690% of \$8,489.60, 299 payments at 14.690% of \$8,716.09 and 1 payment at 14.690% of \$8,719.18.

There was no cancel date filled in on Notice of Right to Cancel; this is a violation.

Premier Mortgage Auditing  
Craig J. Calevro



JUN 03 2007



221717

R.R

WHEN RECORDED MAIL TO  
PHELAN HALLINAN & SCHAEFF  
100 Fellowship Road  
Suite 100  
Mt Laurel NJ 08054  
LOAN NO 1205276302  
F & P #ASC-2308  
LJANC LLC

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, Mortgage Electronic Registration Systems Inc as nominee for Bravo Credit Corporation, the undersigned, as beneficiary or successor thereto, whose address is P.O. Box 2026 Flint MI 48501, hereby grants, conveys, assigns and transfers unto U S Bank National Association, as Trustee for CSFB HEAT 2006-4, whose address is 3176 Stateview Blvd Fort Mill, SC 29715, it's successors and assigns, all beneficial interest under that certain Mortgage dated January 19, 2006. Said Mortgage is recorded in the State of New Jersey, County of Monmouth.

Mortgage Recorded February 2, 2006  
Original Mortgage Company Mortgage Electronic Registration Systems, Inc, as nominee for Bravo Credit Corporation  
Original Mortgagors Odalys DeBlasio and William DeBlasio  
Original Loan Amount \$693,500.00  
Book OR-8537  
Page 9837  
Property Address: 17 Crane Court, Middletown, 07748

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 or in 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

M CLAIRE FRENCH, CTY CLK  
MONMOUTH COUNTY, NJ

INSTRUMENT NUMBER  
20070194103

RECORDED ON

JUL 09, 2007

3:05:18 PM

BOOK: OR-8664

PAGE: 1539

Total Pages: 2

QUINCY RECORDING FEES \$50.00

TOTAL PAID \$50.00

I AGREE TO THE TERMS OF THIS ASSIGNMENT

Witnessed or Attested by

*Rosemarie Diamond* (Seal)  
Rosemarie Diamond Assistant Secretary  
and Vice President

\_\_\_\_\_  
sign and print name

\_\_\_\_\_  
sign and print name

\_\_\_\_\_  
Title (Seal)

NOTARIZED COPY

NOTARY ACKNOWLEDGMENT

CAPACITY CLAIMED BY SIGNER Assistant Secretary and Vice President

OF Mortgage Electronic Registration Systems Inc. as nominee for Bravo Credit Corporation

STATE OF New Jersey  
COUNTY OF Burlington

On, 2-15-07, before me, Sarah Hagan, a Notary Public, personally appeared Rosemarie Diamond Assistant Secretary and Vice 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

*Sarah C. Hagan*  
\_\_\_\_\_  
Notary Public  
SARAH C. HAGAN  
ID # 2329136  
NOTARY PUBLIC OF NEW JERSEY  
Commission Expires 5/17/2010

# NOTICE OF RIGHT TO CANCEL

Loan Number 5000028-58

Borrower Odalys DeBlasio, William DeBlasio

Property Address 17 Crane Court, Middletown, New Jersey 07748

## YOUR RIGHT TO CANCEL

You are entering into a transaction that will result in a mortgage, lien or security interest on or in your home. You have a legal right under Federal law to cancel this transaction without cost within three business days from whichever of the following events occur last:

1. the date of the transaction, which is JANUARY 19, 2006 or
2. the date you receive your Truth in Lending disclosures, or
3. the date you receive this notice of your right to cancel.

If you cancel the transaction, the mortgage, lien or security interest is also cancelled. Within 20 calendar days after we receive your notice, we must take the steps necessary to reflect the fact that the mortgage, lien or security interest on or in your home has been cancelled, and we must return to you any money or property you have given to us or to anyone else in connection with this transaction.

You may keep any money or property we have given you until we have done the things mentioned above, but you may then offer to return the money or property. If it is impractical or unfair for you to return the property, you must offer its reasonable value. You may offer to return the property at your home or at the location of the property. Money must be returned to the address below. If we do not take possession of the money or property within 20 calendar days of your offer, you may keep it without further obligation.

## HOW TO CANCEL

If you decide to cancel this transaction, you may do so by notifying us in writing at:

EBAYO CREDIT CORPORATION  
1733 ALTON PARKWAY  
FOVINE, CA 92606

You may use any written statement that is signed and dated by you and states your intention to cancel, or you may use this notice by dating and signing below. Keep one copy of this notice because it contains important information about your rights.

If you cancel by mail or in person, you must send the notice no later than midnight of the third business day following the latest of the three events listed above. If you send or deliver your written notice to cancel some other way, it must be delivered to the above address no later than that time.

I WISH TO CANCEL

Consumer's Signature: William DeBlasio Date: \_\_\_\_\_

## ACKNOWLEDGMENT OF RECEIPT

EACH OF THE UNDERSIGNED HEREBY ACKNOWLEDGES THE RECEIPT OF TWO (2) COMPLETED COPIES OF THIS NOTICE OF RIGHT TO CANCEL.

William DeBlasio \_\_\_\_\_ DJR

Settlement Statement  
Optional Form for  
Transactions without Sellers

U.S. Department of Housing  
and Urban Development

OMB Approval No. 2502-0491

File No. 200000818322

Name & Address of Borrower William DeBlasio and Odalys DeBlasio, husband and wife 17 Crane Court Middletown, NJ 07748	Name & Address of Lender Bravo Credit Corporation 1833 Alton Parkway, Suite 200 Irvine, CA 92606
Property Location Middletown, NJ 07748 17 Crane Court Middletown, NJ 07748	Settlement Agent Mortgage Information Services, Inc Place of Settlement 4877 Galaxy Parkway, Suite 1 Cleveland, OH 44128
Loan Number 40000028158	Settlement Date 1/19/2006 Fund Date 1/24/2006

I. Settlement Charges				M. Disbursements to Others	
<b>800 Items Payable in Connection with Loan</b>				1501 Mortgage Payoff to GMAC MORTGAGE CORPORATION	\$622,376.45
801	Loan Origination Fee *	to Bravo Credit Corporation			
802	Loan Discount *	to Bravo Credit Corporation			
803	Appraisal Fee	to TreeHouse Appraisals POC (X) 5350 00		1502 Taxes Due to TOWNSHIP OF MIDDLETOWN TAX COLLECTOR	\$2,170.76
804	Credit Report	to Bravo Credit Corporation	\$10.50	1503 Delinquent taxes to TOWNSHIP OF MIDDLETOWN TAX COLLECTOR	\$2,250.00
805	Flood Certification	to Bravo Credit Corporation	\$10.00	1504 Sewer (35% HOLD) to TOMSA	\$81.00
806	Tax Service Fee	to Bravo Credit Corporation	\$65.00		
807	Commitment Fee	to Bravo Credit Corporation	\$1,399.00		
808	Lender Discount Points	to Bravo Credit Corporation	\$15,881.15	1505	
809				to	
810				1506	
811				to	
812				1507	
813				to	
814				1508	
815				to	
816				1509	
817				to	
<b>900 Items Required by Lender to be Paid in Advance</b>					
901	Interest from 1/24/2006 to 2/1/2006 @ \$186.67/day		\$1,493.36	1510	
902	Mortgage Insurance Premium for months to			to	
903	Hazard Insurance Premium for months to			1511	
904				to	
<b>1000 Reserves Deposited with Lender</b>					
1001	Hazard insurance	months @ per month		1512	
1002	Mortgage insurance	months @ per month		to	
1003	City property taxes	months @ per month		1513	
1004	County property taxes	months @ per month		to	
1005	Assessment taxes	months @ per month		1514	
1006	School property taxes	months @ per month		to	
1007	Other taxes	months @ per month		1515	
1008	Other taxes	months @ per month		to	
1009		months @ per month		1516	
1010		months @ per month		to	
1011	Aggregate Adjustment	to Bravo Credit Corporation		1517	
1100	<b>Title Charges</b>			to	
1101	Settlement or closing fee	to Mortgage Information Services	\$500.00	1518	
1102	Abstract of title search	to Mortgage Information Services	\$105.00	to	
1103	Title examination	to Mortgage Information Services		1519	
1104	Title insurance, bond	to Mortgage Information Services		to	
1105	Document preparation	to Mortgage Information Services		1520 TOTAL DISBURSED (enter on line 1603)	\$626,878.27
1106	Notary fees	to			
1107	Attorney's fees (includes above item numbers)	to			
1108	Title insurance (includes above item numbers)	to Mortgage Information Services	\$2,655.75		
1109	Lender's Coverage	\$693,500.00/\$0.00			
1110	Owner's Coverage	\$0.00/\$0.00			
1111	Escrow fee	to Mortgage Information Services			
1112	EPAS I	to Mortgage Information Services	\$25.00		
1113	Comp 100	to Mortgage Information Services	\$25.00		
1114	Contract Fee	to Mortgage Information Services	\$60.00		
1115	Hold Sign Fee	to Mortgage Information Services	\$25.00		
1116	Survey Deletion	to Mortgage Information Services	\$25.00		
1117	Alta 116	to Mortgage Information Services	\$25.00		
1118	Plot Map	to Mortgage Information Services	\$25.00		
1119	Superior Court Fee-NJ	to Mortgage Information Services	\$20.00		
1120		to			
<b>1200 Government Recording and Transfer Charges</b>					
1201	Recording Fees Deed Mortgage	\$270.00 Ref	\$270.00		
1202	City county tax stamps Deed Mortgage				
1203	State tax stamps Deed Mortgage				
1204	Tax certificates (hold)	to Mortgage Information Services	\$10.00		
1205	Mortgage Tax (hold)	to Mortgage Information Services			
1206	Intangible Tax (hold)	to Mortgage Information Services			
1207		to			
<b>1300 Additional Settlement Charges</b>					
1301	Survey	to		1600 Loan Amount	\$693,500.00
1302	Pest Inspection	to		1601 Plus Cash Check from Borrower	\$0.00
1303		to		1602 Minus Total Settlement Charges (line 1400)	\$22,629.76
1304		to		1603 Minus Total Disbursements to Others (line 1520)	\$626,878.27
1305		to			
1306		to		1604 Equals Disbursements to Borrower (after expiration of any applicable rescission period required by law)	\$43,991.97
1307		to			
1308		to			
1400	<b>Total Settlement Charges (enter on line 1602)</b>				\$22,629.76

Borrower's Signatures

William DeBlasio

Odalys DeBlasio

Kim Columbus  
Settlement Agent

01/19/06  
Date

Lender BRAVO CPEDIT CORPORATION  
 1733 ALTON PARKWAY  
 IRVINE, CALIFORNIA 92606

Re Odalys DeBlasio, William DeBlasio  
 17 Crane Court  
 Middletown, New Jersey 07748

Date JANUARY 19, 2006  
 Loan Number 5000028158

Ref HUD 1 Statement	ITEMIZATION OF AMOUNT FINANCED	
	• Amount given to you directly	\$ 670,760.24
1001	• Amount paid on your account	
1004	Insurance Reserves	
	Tax Reserves	
1009	Other Reserves	
	Aggregate Adjustment	
	• Amount paid to others on your behalf	
803	Appraisal Fee to: Other	350.00 (350.00 FCC/B)
804	Credit Reporting Fee	
903	Hazard Insurance Premium	
809	Document Preparation Fee	
	Notary Fee	
1106	Title Ins Premium to Other	2,655.75
1108	Recording Fee to Other	270.00
1201	ABSTRACT OF TITLE SEARCH to: Other	125.00
	SURVEY to: Other	50.00
	TITLE ENDORSEMENT to: Other	75.00
	PAYOFF: SEE ATTACHED SCHEDULE	626,157.05
	Loan Proceeds to	
	• AMOUNT FINANCED	\$ 673,935.99
	• Prepaid Finance Charge	\$ 19,564.01

	• Itemization of Prepaid Finance Charge	• Loan Amount \$ 693,500.00
801	Loan Origination Fee	\$
802	Loan Discount Fee	
806	Tax Service Fee to: BRAVO CREDIT	65.00
	Prepaid Interest ( 8 days)	
901	@ 9.690 % per annum	1,493.36
902	Mtge Ins Premium	
1002	Mtge Ins Reserves	
808	Origination Fee	
	CREDIT REPORT FEE to: BRAVO CREDIT CORPORATION	10.50
	FLOOD CEPT FEE to: BRAVO CREDIT CORPORATION	10.00
	COMMITMENT FEE to: BRAVO CREDIT CORPORATION	1,399.00
	LENDEP DISCOUNT POINTS to: Broker	15,881.15
	SUB ESCROW FEE to: Other	45.00
	SETTLEMENT/CLOSING FEE to: Other	600.00
	EXPRESS MAIL to: Other	60.00
	Total Prepaid Finance Charge	\$ 19,564.01

This form does not cover all items you will be required to pay in cash at settlement, for example, deposits in escrow for real estate taxes and insurance may be different. You may wish to inquire as to the amounts of such other items. You may be required to pay other additional amounts to be settled.

All disclosures are estimates.

The undersigned acknowledge receiving and reading a completed copy of this disclosure

(Borrower) Odalys DeBlasio (Date)

(Borrower) William DeBlasio (Date)

(Borrower) (Date)

(Borrower) (Date)

(Borrower) (Date)

(Borrower) (Date)

GOOD FAITH ESTIMATE OF SETTLEMENT CHARGES

DocMagic 800.645.1262  
 www.docmagic.com

**FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT**  
(THIS IS NEITHER A CONTRACT NOR A COMMITMENT TO LEND)

Loan Number 5000028158  
 Creditor BRAVO CREDIT CORPORATION  
 Address 1733 ALTON PARKWAY, IRVINE, CALIFORNIA 92606

Date JANUARY 19, 2006

Borrower(s) Odalys DeBlasio , William DeBlasio

Address 17 Crane Court, Middletown, New Jersey 07748

Lines containing an 'x' are applicable

<b>ANNUAL PERCENTAGE RATE</b> The cost of your credit as a yearly rate	<b>FINANCE CHARGE</b> The dollar amount the credit will cost you	<b>Amount Financed</b> The amount of credit provided to you or on your behalf	<b>Total of Payments</b> The amount you will have paid after you have made all payments as scheduled	<input type="checkbox"/> <b>Total Sale Price</b> The total cost of your purchase on credit including your down payment of \$
10.267 %	\$1,559,063.39	\$ 673,935.99	\$ 2,232,999.38	\$

**PAYMENTS** Your payment schedule will be

Number of Payments	Amount of Payment **	When Payments Are Due	Number of Payments	Amount of Payment **	When Payments Are Due	Monthly Beginning	
						Number of Payments	Amount of Payment **
						Monthly Beginning	Monthly Beginning
24	5,600.02	03/01/06					
36	5,779.16	03/01/08					
299	6,301.84	03/01/11					
1	6,296.98	02/01/36					

**DEMAND FEATURE** This obligation has a demand feature

**VARIABLE RATE FEATURE** Your loan contains a variable rate feature. Disclosures about the variable rate feature have been provided to you earlier.

**INSURANCE** The following insurance is required to obtain credit:  
 Credit life insurance and credit disability  Property Insurance  Flood Insurance  Private Mortgage Insurance  
 You may obtain property insurance from any insurer that is acceptable to the Lender.

**SECURITY** You are giving a security interest in 17 Crane Court, Middletown, New Jersey 07748  
 The goods or property being purchased  Real property you already own

**FILING FEES** \$270.00

**LATE CHARGE** If payment is more than 15 days late you will be charged 5.000% of the payment

**PREPAYMENT** If you pay off early you

may  will not have to pay a penalty

may  will not be entitled to a refund of part of the finance charge

**ASSUMPTION** Someone buying your property

may  may subject to conditions  may not assume the remainder of your loan on the original terms

See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date and prepayment refunds and penalties.

e means an estimate  all dates and numerical disclosures except the late payment disclosures are estimates

Each of the undersigned at knowledge receipt of a complete copy of this disclosure. The disclosure does not constitute a contract or a commitment to lend.

Applicant Odalys DeBlasio Date

Applicant William DeBlasio Date

Applicant Date

Applicant Date

Applicant Date

Applicant Date

\*\* NOTE: Payments shown above do not include reserve deposits for taxes, assessments, and property or flood insurance.