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**IN RE APPLICATION BY
WELLS FARGO BANK, N.A. TO
ISSUE CORRECTED NOTICES OF
INTENT TO FORECLOSE ON
BEHALF OF IDENTIFIED
FORECLOSURE PLAINTIFF'S
IN UNCONTESTED CASES**

**SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION
PASSAIC COUNTY**

DOCKET NO.: F-009564-12

CIVIL ACTION

**INTERESTED PARTY'S
VERIFIED OBJECTION
TO OSC IN RE APPLICATION BY
WELLS FARGO BANK, N.A. TO
ISSUE CORRECTED NOTICES OF
INTENT TO FORECLOSE ON
BEHALF OF IDENTIFIED
FORECLOSURE PLAINTIFF'S
IN UNCONTESTED CASES**

COMES NOW, Mark Damstra , *Sui Juris*, as One of the People of the State of New Jersey, a Real Injured Party of Interest (hereinafter Mark Damstra, *Sui Juris* or “Interested Party”), by special appearance and not general appearance, denying, questioning and not granting jurisdiction of this Court over the instant foreclosure action to which the Interested Party is currently involved in, hereby submits this Verified Objection to the Verified Complaint, inclusive of all attachments, the re-serving of a “corrected” Notice of Intention to Foreclose (“NOI”), as well as the “corrected NOI” itself, and Order to Show Cause (“OSC”) issued by the Hon Margaret Mary McVeigh¹ by and through Wells Fargo Bank, N.A (“WFB”), and states:

I, Mark Damstra, *Sui Juris*, of age and competent to testify, state as follows based on my own personal knowledge:

INTRODUCTION

¹ Passaic County Chancery Division

Mark Damstra, *Sui Juris* hereby reserves and invokes all of his rights under all applicable law, including but not limited to those rights stated under his Mortgage Security Instrument, with respect to defending his property. (*See Exhibit A attached hereto*)

Mark Damstra, *Sui Juris*, believes there is an active campaign to distract not only himself and all those affected New Jersey homeowners, but also foreclosure defense attorneys and Chancery court judges, among others, throughout this State from acknowledging the “elephant in the room” described herein - that, which is the duty of the Lender to fulfill the conditions precedent to foreclosure.

As this Court is aware, the above action filed by WFB comes pursuant to the Supreme Court of New Jersey's (SCNJ) April 4, 2012 Order entered following the Court's decision in U.S Bank, N.A v. Guillaume, 209 N.J (2012), ("Guillaume").²

The SCNJ authorized both Hon Innes and Hon McVeigh "to entertain summary actions by Orders to Show Cause as to why plaintiffs in any uncontested residential mortgage foreclosure actions filed on or before February 27, 2012 in which final judgment has not yet been entered, who served Notices of Intention to Foreclose that are deficient under the Fair Foreclosure Act, N J S A 2A:50-56, should not be allowed to serve corrected Notices of Intention to Foreclose on defendant mortgagors and/or parties obligated on the debt."

On August 24, 2012, the Interested Party received WFB's Verified Amended Complaint along with the OSC package in its entirety, as well as a “corrected NOI.”

The Interested Party is currently a defendant in a foreclosure action filed in the Superior Court of Hudson County, Chancery Division by HSBC Bank USA, National Association, As Trustee Nomura Home Equity Loan, Inc , Asset- Backed Certificates, Series 2006-HE1 in the case of HSBC Bank USA,

² On February 27, 2012, the SCNJ decided Guillaume and held that the Fair Foreclosure Act requires strict adherence to the notice requirements set forth in N J S A 2A 50-56(c) for all NOIs. The Court further held that a court adjudicating a foreclosure action in which the requirements of N J S A 2A 50-56 were not followed has the discretion to choose the appropriate remedy, permitting a cure of the deficient NOI, or imposing such other remedy as may be appropriate to the specific case <http://www.judiciary.state.nj.us/notices/2012/n120404a.pdf>

National Association, As Trustee Nomura Home Equity Loan, Inc., Asset- Backed Certificates, Series 2006-HE1, v. MARK DAMSTRA (F-41515-09) which involves a notice purporting to be a NOI but was sent by an unauthorized third party servicer who is not a party to the Interested Party's Mortgage or Note as described herein. By its own admission, Americas Servicing is a dba as per the Certification of Proof of Amount Due. (See Exhibit B attached hereto) Even the servicer as a fictitious business name has no capacity. Thus, said notice sent by a servicer is not only deficient in the manner which WFB and the SCNJ have acknowledged above, but, in fact, is not a NOI at all. (See Exhibit C attached hereto)

As HSBC Bank USA, National Association, As Trustee Nomura Home Equity Loan, Inc., Asset- Backed Certificates, Series 2006-HE1, v. MARK DAMSTRA stands presently, final judgment was adjudicated for HSBC Bank USA, National Association, As Trustee Nomura Home Equity Loan, Inc., Asset- Backed Certificates, Series 2006-HE1 on June 18th, 2012 after a trial

THE NOI ISSUE IN HSBC Bank USA, National Association, As Trustee Nomura Home Equity Loan, Inc., Asset- Backed Certificates, Series 2006-HE1 v. MARK DAMSTRA

The record reflects on or about May 17, 2009, servicer AMERICAS SERVICING CO ("ASC") who, by their own admissions, is a fictitious business name with no capacity³, sent to the Interested Party a notice purporting to be a NOI. Not only did this notice fail to identify the Lender, but both ASC and HSBC Bank USA, National Association, As Trustee Nomura Home Equity Loan, Inc., Asset- Backed Certificates, Series 2006-HE1 never, at any time, provided proof of written authority from the principal/Lender granting Power of Attorney to ASC to act as its agent and serve a NOI Under the FFA and the Mortgage, only the Lender is authorized to send a NOI N.J.S.A. 2A:50-56(a) and (e); Mortgage Security Instrument, #22, Acceleration; Remedies.

³ In the above referenced case involving the Interested Party, a Certification of Proof of Amount Due was submitted and signed by Herman John Kennerty, a known robo-signer, which states, "I Herman John Kennerty is employed by Wells Fargo Bank, NA Successor by Merger to Wells Fargo Home Mortgage Inc, D/B/A America's Servicing Company" See Exhibit B attached hereto

At the time the purported NOI from servicer was sent to the Interested Party, Gateway Funding Diversified Mortgage Services LP was the Lender on record as reflected in the Hudson County Clerk's Office Gateway Funding and HSBC Bank USA, National Association, As Trustee Nomura Home Equity Loan, Inc , Asset- Backed Certificates, Series 2006-HE1 never sent to the Interested Party a NOI, nor any other notice alleging a default or an intention to foreclose. Servicer ASC's notice - purporting to be a NOI - is void because the servicer lacked capacity and, more importantly, the authority to send a NOI to the Interested Party as it was not a party to the Mortgage or Note and not the Lender of record, nor a statutorily defined lender under New Jersey law N.J.S.A. 2A.50-55, Definitions, "lender "

As stated above, during the time the subject notice purporting to be a NOI was sent to the Interested Party, Gateway Funding, was the Lender of record on the subject Note and Mortgage. Under the FFA, Gateway Funding as lender was the only lawful entity authorized to serve a NOI when the subject notice purporting to be a NOI, dated May 17, 2009, was sent by the servicer According to the original NOI, America's Servicing Co stated it "holds a conventional mortgage .. ." The notice goes on to state that America's Servicing Co "may take steps to terminate your ownership of the property by starting a mortgage foreclosure action against you." ASC, a fictitious business name with no capacity , never stated under what authority they could take such action (*See Exhibit D attached hereto*)

Furthermore, the subject notice did not identify the name of the lender nor lender's address. N.J.S.A. 2A 50-56(c)(11). ASC's notice purporting to be a NOI never mentions Gateway Funding and attempts to usurp the position as lender in a deceptive manner by stating on the notice, "America's Servicing Co. holds a conventional mortgage (hereafter, the "mortgage") in the original principal of \$132,600 on the residential property commonly known as 33 Half Oak St , Jersey City NY" Incidentally, the proper legal description address is 33.5 Oak Street, Jersey City but on both the original

NOI and the New NOI the legal description is erroneously listed as 33 Half Oak St. The notice fails to state how ASC, a fictitious business name, has the capacity to hold a mortgage loan or how ASC has the ability to purchase a money mortgage loan, much less have standing to be an injured party. Such act(s) created confusion as ASC was not a party whatsoever to the Interested Party's Note and Mortgage. This confusion is further confounded by the silent record concerning proof of an agency relationship between ASC and Gateway Funding, or plaintiff HSBC Bank USA, National Association, As Trustee Nomura Home Equity Loan, Inc., Asset- Backed Certificates, Series 2006-HE1; all of which the Interested Party demanded validation upon receipt of the notice from servicer. In other words, there exists no evidence of ASC's authority to act on behalf of its purported principal to serve a lawful NOI. Furthermore, ASC never explained how it represented Wells Fargo Bank. N.A.

In fact, it is unclear who the servicer, ASC, was acting on behalf, in the interest, for the benefit, and at the direction of when the purported NOI was sent to the Interested Party on or about May 17, 2009 as HSBC Bank USA, National Association, As Trustee Nomura Home Equity Loan, Inc., Asset-Backed Certificates, Series 2006-HE1 was not the Lender of record, nor the statutorily defined Lender under New Jersey law.

HSBC Bank USA, National Association, As Trustee Nomura Home Equity Loan, Inc., Asset-Backed Certificates, Series 2006-HE1 did not allegedly become Lender until August 4, 2009, two days prior to the filing of its complaint by way of an alleged Assignment of Mortgage from Mortgage Electronic Registration Systems, Inc. ("MERS"). The date of the Assignment purports to reflect when HSBC Bank USA, National Association, As Trustee Nomura Home Equity Loan, Inc., Asset- Backed Certificates, Series 2006-HE1 became Lender as defined under the FFA. Yet, this purported Assignment was not recorded in the Hudson County Recorder's Office until September 15, 2009, over five weeks after HSBC Bank USA, National Association, As Trustee Nomura Home Equity Loan, Inc., Asset- Backed Certificates, Series 2006-HE1 filed its complaint, and did not appear in the court's

record until September 15, 2009. (See Exhibit E attached hereto) The recording of any assignment of a mortgage shall, from the time such assignment is left with the county recording officer for record, be notice to all persons concerned that such mortgage is so assigned. N.J.S.A. 46:18-4 Rather than promptly record the Assignment upon execution thereof and serve the Interested Party with a conforming notice "at least 30 days" prior to filing a complaint as mandated by the FFA and subject Mortgage, HSBC Bank USA, National Association, As Trustee Nomura Home Equity Loan, Inc., Asset- Backed Certificates, Series 2006-HE1, instead chose to file its baseless complaint the two days later. HSBC Bank USA, National Association, As Trustee Nomura Home Equity Loan, Inc., Asset- Backed Certificates, Series 2006-HE1's baseless complaint against the Interested Party merely referenced the Assignment with no attachment of the Assignment or a Note, and further lacked an affidavit or certification by a foundational witness with personal knowledge to verify the statements made within said complaint. The record reflects, HSBC Bank USA, National Association, As Trustee Nomura Home Equity Loan, Inc , Asset- Backed Certificates, Series 2006-HE1, as alleged lender, did not participate in and thus did not fulfill the pre-foreclosure notice requirements under the FFA which requires that such notice be given "at least 30 days in advance of" foreclosure. N.J.S.A. 2A:50-56(a). Furthermore, the notice conditions precedent were not fulfilled by HSBC Bank USA, National Association, As Trustee Nomura Home Equity Loan, Inc , Asset- Backed Certificates, Series 2006-HE1, as alleged Lender, who was also required under the Interested Party's Mortgage to send said notice before acceleration or foreclosure

Thus, HSBC Bank USA, National Association, As Trustee Nomura Home Equity Loan, Inc., Asset- Backed Certificates, Series 2006-HE1's foreclosure complaint against the Interested Party is void *ab initio* because HSBC Bank USA, National Association, As Trustee Nomura Home Equity Loan, Inc , Asset- Backed Certificates, Series 2006-HE1 as alleged lender, not only failed to fulfill the conditions precedent to filing a complaint for foreclosure, but also failed to establish ownership and/or

control of the alleged debt it seeks to foreclose upon at the time of the complaint. Deutsche Bank National Trust Company, as Trustee v. Mitchell, A-4925-09T3 (2011); Wells Fargo Bank, NA v Ford, 15 A. 3d 327 - NJ Appellate Div. 2011; Bank of New York v. Raftogianis, 13 A. 3d 435 - NJ: Superior Court, Chancery Div 2010 (See Exhibit F attached hereto)

WFB'S VERIFIED COMPLAINT

In its Amended Verified Complaint, according to WFB, it has “reviewed its pending foreclosure cases with its counsel to identify those foreclosure cases which will require a corrected Notice of Intention to Foreclose (“NOI”) because the lender and the lender’s address were not included in the previously served NOIs.” Furthermore, WFB’s “Corrected NOI list was reviewed for accuracy to verify the status of the foreclosures” which “includes the portfolio of loans that are pre-judgment, uncontested foreclosures that Wells Fargo is servicing and in which deficient NOIs were served by Wells Fargo ”⁴

Additionally, WFB claims it “services mortgage loans for residential properties in New Jersey either through its division, Wells Fargo Home Mortgage or its trade name, America’s Servicing Company” America’s Servicing Company is a fictitious business name with no capacity and no standing (See below link in footnote, pages 1-2, #2)

According to WFB, “If a loan is owned by another entity, Wells Fargo undertakes these efforts in accordance with the contracts that govern its relationship with the owner of the loan as well as the loan documents, Rules of Court and any applicable laws. . Wells Fargo makes this application to the Court pursuant to the authority granted to Wells Fargo as the servicing agent of Foreclosure Plaintiffs in pending foreclosure cases.” (See below link in footnote, page 2, #3)

WFB goes on to claim, “One of the duties of a servicer on a defaulted mortgage loan in New Jersey is to prepare and serve the NOI, in accordance with the applicable contracts and as required by

⁴ http://www.judiciary.state.nj.us/superior/f_9564_12.htm

N.J.S.A. 2A:50-56 of the FFA ” (See above page 3 link in footnote, pages 2-3, #5)

Furthermore, WFB claims, “While Wells Fargo is not the Plaintiff in each of the foreclosure actions, it is the servicer of each such loan, maintains the records for each such loan, and is responsible for mailing the corrected NOI pursuant to the relevant contract with the Foreclosure Plaintiffs.” (See above page 3 link in footnote, page 4, #11)

A disturbing footnote on page 4 of WFB's Amended Verified Complaint states:

Because considerable time has passed since NOIs were originally sent in the foreclosure actions, the Foreclosure Plaintiff initially identified in the caption may not be the current correct entity that will be listed in the corrected NOI. For sake of clarity, the corrected NOI will list the current lender and lender's address and Wells Fargo will require that foreclosure counsel take appropriate steps to change the plaintiff in affected foreclosure actions where required.

WFB's Amended Verified Complaint proceeds to list 34 Counts with each Count naming a separate entity for which WFB claims it “services residential mortgage loans in New Jersey... pursuant to an agreement between the parties ” (See above page 3 link in footnote, pages 5-16)

**OBJECTION TO WFB'S APPLICATION, VERIFIED COMPLAINT,
OSC AND PROPOSED “CORRECTED NOI”**

Mark Damstra, *Sui Juris*, hereby objects in full to Wells Fargo Bank N.A.'s Application and all attachments in support of this Order To Show Cause and demands strict proof, from the principal, of WFB's authority to act as agent and serve a lawful NOI, specifically upon the Interested Party, and incorporates by reference all preceding paragraphs as though fully set forth herein and states:

The NOI is a central component of the FFA, serving the important legislative objective of providing timely and clear notice to homeowners that immediate action is necessary to forestall foreclosure. U.S. Bank, N.A. v Guillaume at 582 N.J.S.A. 2A:50-56(a) requires lenders contemplating foreclosure to give defaulting homeowners “notice of such intention at least 30 days in advance of such action as provided in this section ” (emphasis added) Guillaume at 582

Subsection (e) under N.J.S.A. 2A:50-56 states as follows:

The duty of the lender under this section to serve notice of intention to foreclose is independent of any other duty to give notice under the common law, principles of equity, State or federal statute, or rule of court and of any other right or remedy the debtor may have as a result of the failure to give such notice (emphasis added)

The Appellate Division in Bank of New York v. Laks (N.J. Super. A-4221-09T3, WL 3424983, (2011)) also acknowledged subsection (e) of the FFA, holding that the lender's "duty" to provide the notice of intention is "independent of any other duty to give notice." (emphasis added) The lender is the creditor. The lender must step forward as an injured party.

The Appellate Division has consistently concluded that lenders must strictly comply with the FFA. Laks; see Chaudhri, supra, 400 N.J. Super. at 139; Kim, supra, 361 N.J. Super. at 346. Compliance with this notice provision is, in effect, a condition the lender must satisfy in order to either "accelerate the maturity of any residential mortgage obligation" or "commence any foreclosure or other legal action to take possession of the residential property which is the subject of the mortgage." N.J.S.A. 2A:50-56(a), Bank of New York v. Laks The FFA entitles a residential borrower to service of a conforming notice of intention before acceleration of a mortgage obligation and before commencement of foreclosure proceedings N.J.S.A. 2A 50-56(a), Laks By claiming ASC was the mortgage holder and ostensible lender, ASC engaged in deception

Most recently, and importantly, our Supreme Court in Guillaume noted and held what the trial court in the same case observed in its opinion at 588

A lender's failure to serve a notice of intention would be more significant than the omission of the lender's name from the notice of intention.
(emphasis added)

In accordance with the pre-foreclosure notice requirements under the FFA is the subject Mortgage Security Instrument conditions precedent which states in part

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrowers breach of any covenant or agreement in this security instrument (but not prior to acceleration under Section 18

unless Applicable Law provides otherwise) The notice shall specify (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the property; (e) the Borrower's right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure, and (f) any other disclosure required under the Fair Foreclosure Act, codified at Section 2A:50-53 et seq. of the New Jersey Statutes, or other Applicable Law. (emphasis added)

These conditions under the Mortgage entitle the Interested Party and all other homeowners to service of a conforming notice of intention from the lender before acceleration of a mortgage obligation and commencement of foreclosure proceedings. The lender at the time of the NOI on May 17, 2009 was Gateway Funding

N.J.S.A. 2A:50-55 defines "lender" as:

... any person, corporation, or other entity which makes or holds a residential mortgage, and any person, corporation or other entity to which such residential mortgage is assigned (emphasis added)

By serving a notice purporting to be a NOI, ASC as alleged servicer is purporting to act on very basic principles of agency law that have existed in New Jersey for many decades. The principle is simply this: if an agent is acting or coming into court to act on behalf of a principal, there must be some consent of the principal upon whose behalf the agent is acting.

The admissions of an agent bind the principal only when they are made within the scope of the agency or when they are authorized by the principal.⁵ Sears Mortg Corp v. Rose, 634 A. 2d 74 - NJ Supreme Court 1993; Hansen v Eagle-Picher Lead Co., 84 A. 2d 281 - NJ: Supreme Court 1951, Van Genderen v. Paterson Wimsett Thrift Co., 128 N.J.L. 41 (1942)

N.J.S.A. 46:2B-10 defines "Agent" as:

⁵ Under New Jersey agency law, "an agency relationship is created when one party consents to have another act on its behalf, with the principal controlling or directing the acts of the agent." Sears Mortgage Corp v. Rose, 134 N.J. 326 (1993), Arcell v. Ashland Chem. Co., 152 N.J. Super 471, 494-95, 378 A.2d 53 (Law Div. 1977)

.. the person authorized to act for another person pursuant to a power of attorney An agent may be referred to as an 'attorney,' 'attorney-in-fact' or 'deputy' in the power of attorney.

Under New Jersey law, the alleged power of attorney bestowed upon ASC must be committed to in writing. N.J.S.A. 46:2B-10. The Interested Party's Mortgage does NOT grant Power of Attorney to any servicer, nor ASC, under New Jersey or any other applicable law. In fact, the Mortgage does not expressly create an agency relationship with any entity or even mention the word "agency." Thus, servicer ASC does not constitute a lawful agent under N.J.S.A. 46 2B-10 to have acted on behalf of an alleged principal to the Interested Party's Mortgage. The issue lies herein. At all times during the servicing of the mortgage, homeowners deal directly with third party servicers who are purportedly acting on behalf of an alleged principal.

Not only do servicers prevent homeowners from communicating directly with the real party in interest, a right granted to the homeowner not only under the Mortgage, but also under New Jersey law, but the alleged principal is withheld from the homeowner, and remains undisclosed until the foreclosure complaint is filed; and even then, in many cases, the alleged principal is never disclosed. There exists no proof that the principal owner ever participated in, i.e. authorized the pre-foreclosure and foreclosure filing process to commence. The appearance and surfacing of the purported holder and owner for the very first time is highly suspect, and to how this non-party to the mortgage has become the plaintiff in the foreclosure action simply does not add up. What the aforesaid does equate to is in fact a fraud upon the Interested Party, all other affected homeowners, the public [record] and the Courts of this State.

This servicing shell game appears to go much deeper. A shadowy scheme to conceal the real party in interest and all transfers made in the secondary market regarding residential mortgages has been employed for years. Defendant had never heard of Plaintiff until a action was brought

SERVICING SHELL GAME

The SCNJ, by and through the appointed Special Master, is well aware of this new age where mere servicers have attempted to evolve into lenders. In its *Order Approving the Report of the Special Master Concerning Wells Fargo Bank, N.A.*⁶, the Hon Mary C. Jacobson's stipulations include but are not limited to.

a.) If the Respondent is acting on behalf of a mortgagee, but is not the mortgagee itself, provide examples of the source of the Respondent's authority to act, including providing representative samples of documentation evidencing the authority to act on behalf of mortgagees;

c.) Describe the Respondent's case processing steps for the review of information contained in, and the execution of, affidavits/certifications submitted in support of foreclosure proceedings.

The banks and servicers, with the help of our Courts, are outrageously attempting to allow servicers to simply step into the shoes of the lender and carry out the foreclosure process in full, inclusive of serving the NOI and filing the lawsuit, all in spite of what every New Jersey homeowners' Mortgage instrument reads, and the New Jersey laws as they exist today. The Courts of New Jersey are allowing servicers to be the plaintiffs without proof of authority to act for the alleged Party In Interest.

WFB claims that “[o]ne of the duties of a servicer on a defaulted mortgage loan in New Jersey is to prepare and serve the [NOI], in accordance with the applicable contracts and as required by the [FFA].” Despite WFB's claims of alleged “contracts that govern its relationship with the owner of the loan” and “authority granted to Wells Fargo as the servicing agent of Foreclosure Plaintiffs,” proof of such authority has yet to be evidenced at any time. The Interested Party hereby objects to, denies, and questions WFB's and ASC's authority as alleged servicer to serve a NOI, and file a foreclosure complaint, on behalf of the alleged true owner, and the Interested Party hereby demands strict proof thereof. Proof of such authority must come from the mouth of the principal. See Sears; Hansen, Van Genderen. A servicer's authority and duty to serve a NOI as agent on behalf of its alleged principal

⁶ http://www.judiciary.state.nj.us/superior/order_wells_fargo.pdf

must come from the principal and be reduced to writing by way of a duly recorded Power of Attorney. There is no provision within the four corners of the Mortgage allowing a servicer to step into the shoes of the lender and send the NOI on the lender's behalf. Servicers are not a damaged parties. To allow a servicer to serve a NOI and/or file a complaint for foreclosure without proof of authority and/or ratification of commencement would be repugnant to New Jersey law and precedent, as well as both State rules of court and federal rules of procedure.

Having failed to establish an agency relationship, such a notice by a servicer does not constitute a valid notice that could fall under the FFA or subject Mortgage. At the time the NOI was sent, Gateway Funding was the only lawful entity to claim the title of Lender and thus qualify itself under the FFA and the Mortgage to fulfill the pre-foreclosure notice requirements. The subject notice, having been sent by an entity other than the Lender, cannot be considered a lawful NOI as it exists under the FFA, nor can it be considered a lawful notice under the Mortgage.

The Interested Party asserts that a violation of subsections (a) and (e) under the FFA, as well as the failure to fulfill the conditions precedent under the Mortgage, are not mere technicalities but proof of a fatal defect in HSBC Bank USA, National Association, As Trustee Nomura Home Equity Loan, Inc., Asset- Backed Certificates, Series 2006-HE1's standing. This Court must refrain from focusing its attention on the notice's defective content but rather concern itself with from whom the notice was sent, and who the actual Lender was at the time the notice should have been sent in accordance with the provisions of the Mortgage and New Jersey law.

The Interested Party cannot give validity to the subject notice sent by servicer merely because the Interested Party admitted receiving such a notice under the FFA. The subject notice received by the Interested Party from servicer ASC was deceptively titled "Notice of Intention to Foreclose" to which the Interested Party was without many options concerning how to appropriately refer to the notice. A notice attempting to be considered as a NOI can only come from the lender, and presumably, the future

plaintiff, N.J.S.A. 2A:50-56(a) and (e). The subject notice did not come from lender and therefore cannot be entertained as a NOI despite the Interested Party's mistaken reference to the notice as being a NOI.

The FFA and Mortgage entitle the Interested Party and all other homeowners to service of a conforming notice from Lender before foreclosure. Moreover, the notice provisions under the Mortgage require that Lender must inform the Interested Party of his “right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure” The Interested Party not only failed to receive such notice, but simply allowing HSBC Bank USA, National Association, As Trustee Nomura Home Equity Loan, Inc , Asset - Backed Certificates, Series 2006-HE1, or any other entity, to serve a “corrective NOI” during the present foreclosure(s) would fail to serve the intent and purpose of the FFA and Mortgage conditions and requirements, thus depriving the Interested Party and all other affected homeowners of their rights under both the FFA and Mortgage Obviously, such an act violates the Mortgage conditions and New Jersey law.

The re-serving of a “corrective” NOI during this pending foreclosure where Plaintiff has already obtained a judgment would be improper, void, and a forfeiture and violation of the Interested Party's substantive rights

The FFA and subject Mortgage protects the Interested Party and all other homeowners from undue harm, paying an imposter posing as “Lender”, in particular, HSBC Bank USA, National Association, As Trustee Nomura Home Equity Loan, Inc., Asset- Backed Certificates, Series 2006-HE1 and its untimely filed and defective MERS Assignment of Mortgage⁷ “**TOGETHER** with the Note” which was not on record at the Hudson County Recorder’s Office at the time the deficient Complaint

⁷ It is widely held in courts across this nation that MERS holds no interest in notes nor the authority to assign them Bank of New York v. Silverberg, 926 N Y S 2d 532 (2d Dep't 2011), In re Agard, Bankr E D N Y , 810-77338-reg (2011)

was filed. To boot, how HSBC Bank USA, National Association, As Trustee Nomura Home Equity Loan, Inc , Asset- Backed Certificates, Series 2006-HE1 came into possession of the Mortgage and Note in the above foreclosure action is suspect as it failed to establish possession of the instruments at the time of the Complaint.Deutsche Bank National Trust Company, as Trustee v. Mitchell, Wells Fargo Bank, NA v Ford; Bank of New York v. Raftogianis; In re Foreclosure Cases; and Dolin v. Darnall. The forgoing speaks loudly to this Court: HSBC Bank USA, National Association, As Trustee Nomura Home Equity Loan, Inc., Asset- Backed Certificates, Series 2006-HE1 never, at any time, obtained subject matter jurisdiction. The record remains incurable concerning both the subject notice baselessly and purportedly establishing the Interested Party in default, and the untimely assignment, as HSBC Bank USA, National Association, As Trustee Nomura Home Equity Loan, Inc., Asset- Backed Certificates, Series 2006-HE1's interest to be used as facts prior to HSBC Bank USA, National Association, As Trustee Nomura Home Equity Loan, Inc , Asset- Backed Certificates, Series 2006-HE1 bringing this action to obtain standing

In order for an entity to claim the title of lender, it must meet the statutory definition under the FFA N.J.S.A. 2A:50-55. A duly recorded Assignment of Mortgage is a condition precedent for subsequent lenders to qualify as, and thus become, Lender as defined under the FFA. It is very clear and obvious only the Lender can claim and enforce Lender's rights and remedies under the FFA and Mortgage. A duly recorded Assignment is innately interwoven and fundamentally inseparable with the State's pre-foreclosure filing mandates, all to which is the duty of the Lender. At the time the defective NOI was sent by servicer ASC, it was only Gateway Funding who met the statutory definition of lender under the FFA. Only the lender of record, Gateway Funding, was authorized under the FFA and Mortgage to fulfill the conditions precedent and serve the proper notices to the Interested Party before foreclosure Serving the Interested Party with a corrected NOI does not cure this deficiency as the NOI had to be served thirty (30) days *prior* to instituting the foreclosure action

The Appellate Division in Laks concluded:

In the end, the Legislature has imposed a duty that lenders must perform before they accelerate a residential mortgage obligation or commence an action to foreclose. In this case, plaintiff did not fulfill its obligation before filing the action, and, regardless of the relative merits and equities, it is not entitled to accelerate the mortgage principal or maintain a foreclosure action until it complies. (emphasis added)

US BANK v. GUILLAUME

In the recently decided case before the SCNJ, U.S. Bank, N.A., as Trustee v. Guillaume, defendant homeowners were dealt a default judgment having failed to answer the foreclosure complaint. Thereafter, plaintiff, U.S. Bank, N.A., was awarded a final judgment. It was not until then did defendants seek counsel and attempt to move to vacate the default judgment.

With regards to the FFA, defendants, the Guillames, moved under R. 4:50-1(a) alleging the NOI they received was in violation of N.J.S.A. 2A:50-56(c)(11) exclusively, having failed to name the lender and lender's address. Solely because of this violation, defendants further argued the judgment was void and the court lacked jurisdiction. The SCNJ overruled the Appellate Division in the Bank of New York v. Laks, concluding that a violation of subsection (c)(11) did not render a judgment void, did not deprive a court of jurisdiction, nor limit a court to the remedy of a dismissal alone.

The circumstances, procedural history, and fact pattern surrounding the Guillaume case are vastly dissimilar to that of this instant matter. Contrary to the Guillames, the Interested Party in this instant matter asserts that the Court lacks subject matter jurisdiction based upon HSBC Bank USA, National Association, As Trustee Nomura Home Equity Loan, Inc., Asset-Backed Certificates, Series 2006-HE1's violation of subsections (a) and (e) under the FFA and failure to fulfill the conditions precedent under the Mortgage. Not only did the Guillames fail to argue a violation of subsections (a) and (e) under the FFA, but they also failed to state whether the notice conditions under their own Mortgage were fulfilled. In other words, the Guillames did not argue from *whom* the NOI was sent.

To which had the Guillaumes effectively done so, a more favorable outcome may have been reached.

The Interested Party and all other affected homeowners have been extremely prejudiced by the Court's generalizing of every case, where a defective NOI has been served, to fall under the decision and subsequent Orders from Guillaume. The Guillaume decision and subsequent Order from the SCNJ concerned only a matter of defective contents within a properly served NOI, never addressing the conditions precedent under the Mortgage, nor from whom the notice was sent. Such is not the case here. The Guillaume decision, as it is being employed the SCNJ, WFB; and this Court, simply does not apply and has no effect on this instant matter.

CONCLUSION

As the Interested Party has established above, ASC as a servicer, lacks the authority under the FFA and Mortgage Security Instrument to serve the Interested Party with a NOI minus proof of a lawful and valid Power of Attorney granted and signed by the principal prior to serving a pre-foreclosure NOI

The conditions precedent, inclusive of those conditions under the Mortgage, specifically from *whom* the notice purporting to be a NOI was sent were never argued by the defendant homeowners in US Bank, N A v Guillaume. Defendants, the Guillaumes, argued that the NOI was defective in content only (N.J.S.A. 2A:50-56(c)) and not that it was sent from a party with no authority, nor proof of authority. This makes the decision in Guillaume, and subsequent April 4, 2012 Order, of no effect upon this instant matter as it is brought forth by the Interested Party

The Interested Party re-alleges and incorporates by reference the above statements as though fully set forth herein, and for these reasons the Interested Party objects in full to Wells Fargo Bank N.A.'s Application in full in support of this Order To Show Cause, and respectfully moves this Court to enter an Order denying the re-serving of ALL "corrected" NOIs during the pendency of those named actions, and dismiss each matter accordingly, and furthermore, the Interested Party respectfully moves

this Court to place an Order demanding that ASC produce powers of attorneys signed by the principal establishing ASC's authority to act as agent at the time it originally served the defective NOI, for each and every alleged principal named in its Amended Verified Complaint

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

Dated this 20th day of September, 2012



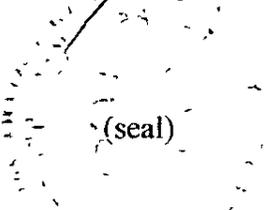
Mark Damstra, *Sui Juris*

JURAT

Subscribed and Sworn to before me this 20th day of Sept., 2012, the Notary Public of the State of New Jersey, Hudson County thereby certifies: 1) that the individual signing this document did so in my presence, 2) that the individual signing this document appeared before me on the date indicated, and 3) that I administered affirmation to the individual signing this document, who affirmed the contents of this document

Esther M. Rodriguez

Notary Public



ESTHER M. RODRIGUEZ
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 2/3/2013

My Commission expires _____

Exhibit A

nomura sp02
589 7475

After Recording Return To
GATEWAY FUNDING DIVERSIFIED MORTGAGE SERVICES, LP
300 WELSH ROAD, BLDG FIVE
HORSHAM, PENNSYLVANIA 19044
Loan Number: 1022014802

This Instrument Prepared By

000044089
RECEIVED
AND
RECORDED
-NTG

05/07/2005 12:05P
BARBARA A. DONNELLY
HUDSON COUNTY
REGISTER OF DEEDS
Receipt No: 252316

(Space Above This Line For Recording Data)

MORTGAGE

MIN: 1000702-1022014802-5

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 MAY 4, 2005, together with all Riders to this document.
- (B) "Borrower" is MARK R DAMSTRA, A MARRIED MAN

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is GATEWAY FUNDING DIVERSIFIED MORTGAGE SERVICES, LP

Lender is a PENNSYLVANIA LIMITED PARTNERSHIP organized and existing under the laws of PENNSYLVANIA
Lender's address is 300 WELSH ROAD, BLDG FIVE, HORSHAM, PENNSYLVANIA 19044

(E) "Note" means the promissory note signed by Borrower and dated MAY 4, 2005
The Note states that Borrower owes Lender ONE HUNDRED THIRTY-TWO THOUSAND SIX HUNDRED AND 00/100 Dollars (U.S. \$ 132,600.00) plus interest.
Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than JUNE 1, 2035

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

which currently has the address of 33 1/2 OAK STREET

[Street]

JERSEY CITY
[City]

, New Jersey

07307
[Zip Code]

("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future. If Lender accepts such payments, it shall apply such payments at the time such payments are accepted. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. **Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith, by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded, or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction.

provided that such inspection shall be undertaken promptly: Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument; (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court, and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured

position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has, if any, with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the

Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any

forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. **Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. **Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property, and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. **Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. **Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. **Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

18. **Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. **Borrower's Right to Reinstate After Acceleration:** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's Interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. **Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action

can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. **Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

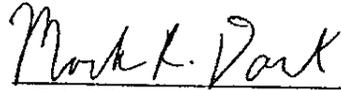
NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property; (e) the Borrower's right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure; and (f) any other disclosure required under the Fair Foreclosure Act, codified at §§ 2A:50-53 et seq. of the New Jersey Statutes, or other Applicable Law. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, attorneys' fees and costs of title evidence permitted by Rules of Court.

23. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall cancel this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. No Claim of Credit for Taxes. Borrower will not make deduction from or claim credit on the principal or interest secured by this Security Instrument by reason of any governmental taxes, assessments or charges. Borrower will not claim any deduction from the taxable value of the Property by reason of this Security Instrument.

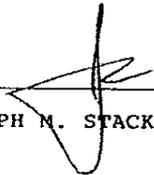
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it



MARK R DAMSTRA (Seal)
-Borrower

(Seal)
-Borrower

Signed, sealed and delivered in the presence of

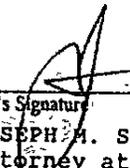


JOSEPH M. STACK, ESQ.

State of New Jersey.
County of Hudson, ss

On May 04, 2005, before me,
an Attorney at Law of New Jersey,
~~Mark R. Damstra~~ personally appeared MARK R DAMSTRA

who has/have satisfactorily identified himself/herself/themselves as the signer(s) of the above-referenced instrument.


Notary's Signature

5/14/05
Date

JOSEPH M. STACK
Attorney at Law of New Jersey

Notary's printed or typed name

My commission expires:

Exhibit B

ASC-10504

PHELAN HALLINAN & SCHMIEG, PC

By: Rosemarie Diamond, Esq.
400 Fellowship Road, Suite 100
Mt. Laurel, NJ 08054
(856) 813-5500
Attorneys for Plaintiff

HSBC BANK USA, NATIONAL
ASSOCIATION, AS TRUSTEE NOMURA
HOME EQUITY LOAN, INC. ASSET-
BACKED CERTIFICATES, SERIES 2006-
HE1
PLAINTIFF

VS.

MARK R. DAMSTRA, ET AL.
DEFENDANT (S)

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION
HUDSON COUNTY

DOCKET NO: F-41515-09

CIVIL ACTION
CERTIFICATION OF PROOF OF
AMOUNT DUE

I, Herman John Kennerty, of full age, hereby certifies:

1. I am employed by Wells Fargo Bank, NA Successor by Merger to Wells Fargo Home Mortgage, Inc., D/B/A America's Servicing Company as Servicing Agent for HSBC BANK USA, NATIONAL ASSOCIATION, AS TRUSTEE NOMURA HOME EQUITY LOAN, INC. ASSET-BACKED CERTIFICATES, SERIES 2006-HE1 at its Fort Mill, South Carolina (*city and state*) office as a Vice President of Loan Documentation (*title*). Said company is a mortgage servicing company authorized to service and handle mortgage transactions on behalf of the plaintiff involving the mortgage debtors named in the plaintiff's complaint. The plaintiff has not revoked said mortgage servicing company's authority and as such, mortgage servicing companies representative has the authority to make on behalf of the plaintiff, the computation of amount due herein set forth.

2. I have thoroughly reviewed America's Servicing Company books and records concerning the note and mortgage loan described in the plaintiff's complaint and am fully familiar with the facts set forth herein.

3. I find from said records that there is due to the plaintiff in this action the sum of \$ 145,797.19, as set forth in schedule "A" annexed hereto. I have reviewed all entries and calculations, and they are correct. Per diem interest, as set forth in the annexed schedule, will accrue on the principal from July 19, 2010.

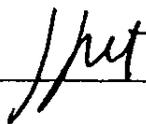
4. I further state that the property described in the Complaint filed in this cause cannot be divided and should be sold as a single tract.

5. There are no just debts, set-offs, credits or allowances due or to become due from the plaintiff to the defendants, other than those set forth herein.

6. Plaintiff is the holder and owner of the aforesaid obligation and mortgage.

7. I understand that the court will rely upon this affidavit in support of the plaintiff's application for a foreclosure judgment in the within action.

8. I hereby certify that the foregoing statements made by me are true and I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.



Herman John Kennerty, Vice President of Loan Documentation

Dated: July 22, 2010

AMOUNT DUE SCHEDULE

Note Dated: May 4, 2005

Mortgage Dated: May 4, 2005

Recorded on: May 9, 2005, in HUDSON County, in Book 12822 at Page 152

Property Address: 33.5 OAK STREET JERSEY CITY NEW JERSEY 07304

Mortgage Holder: MARK R. DAMSTRA

Unpaid Principal Balance as of April 1, 2009 \$ 128, 534.25

Interest from March 1, 2009 to July 18, 2010 \$ 14, 524.37

(Interest rate = 9.50% per year; \$ 33.45 per day x 91 days)

(Interest rate = 8.50% per year; \$ 30.35 per day x 184 days)

(Interest rate = 7.50% per year; \$ 26.41 per day x 181 days)

(Interest rate = 6.875% per year; \$ 24.21 per day x 48 days)

Late charges from April 1, 2009 to August 6, 2009
(\$ 46.35 per mo. X 4 months =) \$ 185.40

Prior Late Charges (7 months; 1 partial) \$ 328.66

Advances

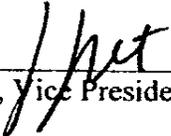
Real Estate Taxes	\$ 1, 955.82
Home Owners Insurance	\$ 1, 448.69
Mortgage Insurance Premiums	\$ 0.00
Inspections	\$ 0.00
Winterizing/Securing	\$ 170.00
Sub-Total of Advances	\$ 3, 574.51
Less Escrow Monies	(\$ 0.00)
Net Advances	\$ 3, 574.51

Interest on advances from _____ to _____ \$ 0.00

Other Charges (specify)- Suspense Balance (\$ 1, 350.00)

Total due \$ 145, 797.19

Date: 07/22/2010

Herman John Kennerty,  Vice President of Loan Documentation

Surplus Money: If after the sale and satisfaction of the mortgage debt, including costs and expenses, there remains any surplus money, the money will be deposited into the Superior Court Trust Fund and any person claiming the surplus, or any part thereof, may file a motion pursuant to Court Rules 4:64-3 and 4:57-2 stating the nature and extent of that person's claim and asking for an order directing payment of the surplus money. The Sheriff or other person conducting the sale will have information regarding the surplus, if any.

Exhibit C



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

NJSA0814122056
MARK R DAMSTRA
610 ADAMS ST
HOBOKEN, NJ 07030

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 and, this company has a security interest in the property and will only exercise its rights as against the property



8/14/2012

MARK R DAMSTRA
610 ADAMS ST
HOBOKEN, NJ 07030

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 Cases***

Docket Number F- 009564-12

Dear MARK R DAMSTRA:

Please be advised that the New Jersey Supreme Court recently held in *U.S. Bank N.A. v. Guillaume*, 209 N.J. 449 (2012), that mortgage lenders seeking to foreclose must comply with the New Jersey Fair Foreclosure Act's requirement that a Notice of Intention to Foreclose set forth the name and address of the lender.

Why You Are Receiving This Letter

You are receiving this letter because you are the defendant in a pending foreclosure action, and it is believed that the Notice of Intention to Foreclose served upon you prior to the commencement of the foreclosure action did not comply with the requirements of the Fair Foreclosure Act.

By the court's Order to Show Cause dated July 19, 2012, and in compliance with the Supreme Court's opinion in *U.S. Bank N.A. v. Guillaume*, the Hon. Margaret Mary McVeigh, P.J.Ch., Passaic Vicinage, gave permission to America's Servicing Co. to serve, along with the Order to Show Cause and verified complaint, corrected Notices of Intention to Foreclose on all defendant mortgagors/parties obligated on the debt in pending foreclosure actions filed before February 28, 2012.

Information About the Order to Show Cause and Verified Complaint

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

- Count 1 - Bank of America, N.A.
- Count 2 - Bank of New York Mellon
- Count 3 - BankAtlantic
- Count 4 - Bayview Financial
- Count 5 - Citibank, N.A.
- Count 6 - Commerce Bancorp.
- Count 7 - Copperfield Investments
- Count 8 - Deutsche Bank
- Count 9 - DLJ Mortgage Capital, Inc.
- Count 10 - E*Trade
- Count 11 - EMC Mortgage



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

Date: 8/14/2012

MARK R DAMSTRA
610 ADAMS ST
HOBOKEN, NJ 07030

RE: America's Servicing Co. 106/1256023421
Mortgagor(s): MARK R DAMSTRA
Mortgaged Premises: 33 HALF OAK ST
JERSEY CITY
NJ
07307

NOTICE OF INTENTION TO FORECLOSE

Dear Borrower(s):

America's Servicing Co. services a mortgage (hereafter, the "Mortgage") in the original principal amount of \$ 132,600.00 on the residential property commonly known as 33 HALF OAK ST, JERSEY CITY, NJ 07307, which Mortgage was made on 5/4/2005

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 4/1/2009 are as follows:

Payments- Totaling	\$	48,252.81
Total Accrued Unpaid Late Charges (Monthly Late Charge \$ 55.51)	\$	1,981.04
Unapplied Funds	\$	1,800.00
Miscellaneous Fees	\$	582.50
Total Delinquency as of 8/14/2012	\$	49,016.35

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

Correspondence only address:

Randy Bockenstedt, Senior Vice President
America's Servicing Co.
Address: 3480 State view Boulevard
MAC X7802-03H
Fort Mill, SC 29715
Phone Number: 1-800-868-0043

Please be advised that America's Servicing Co. cannot guarantee that payments received at the "correspondence only address" will be applied within the required timeframes.

If you do not cure this default and bring your account current by 9/17/2012, then America's Servicing Co. may take steps to terminate your ownership of the Property by starting a mortgage foreclosure action against you.

If you cure this default before the filing of the foreclosure action, America's Servicing Co. may not institute a foreclosure action against you for that default; your Mortgage will be reinstated to the same position as if the default had not occurred, and any acceleration of any obligation under the Mortgage or Note will be nullified as of the date of cure.

You have the right to transfer the property to another person subject to the Mortgage; that person will have the right to cure this default, subject to the Mortgage and the Note, and this Notice.

Your Post-Foreclosure Action Right to cure this Default

Even if America's Servicing Co. starts a mortgage foreclosure action against you, you shall still have the right to cure this default, de-accelerate and reinstate your Mortgage up to the time when a final judgment for foreclosure is entered. To do so, you must pay America's Servicing Co., at the address specified above, by cashier's check or certified check, all sums which would have been due in the absence of default and which are due at the time of payment including principal and interest payments, escrow payments and other necessary charges which come due prior to the date of payment and you must perform any other obligation which you would have been bound to perform in the absence of default or the exercise of an acceleration clause, if any. In addition you must pay court costs, if any, and attorney(s) fees in an amount which shall not exceed the amount permitted under the Rules governing the Courts of the State of New Jersey, plus all contractual late charges, as provided for in the Note and Mortgage. You shall not be required to pay any separate charge, fee or penalty attributable to the exercise of your right to cure this default. This right to cure your default, de-accelerate and reinstate the Mortgage after a foreclosure action has been started may only be exercised by you once every 18 months. You have the right to bring a court action to assert the non-existence of a default or any other defense you may have to acceleration and sale.

If you cure the default after a foreclosure action has been started, America's Servicing Co. shall give written notice of the cure to the Court and, upon such notice, the Court shall dismiss the foreclosure action, without prejudice. Your Mortgage will be reinstated to the same position as if the default had not occurred and any acceleration of any obligation under the Mortgage and Note arising from the default will be nullified as of the cure date.

We urge you to immediately seek the advice of an attorney(s) of your own choosing concerning this residential mortgage default. If you are unable to obtain an attorney(s), you may communicate with the New Jersey Bar Association or the Lawyers Referral Service of the county where the property is located. If you are unable to afford an attorney(s), you may communicate with the Legal Services Office in the county where the property is located. These telephone numbers are listed on the attached sheet; they can also be found in the local telephone directory.

There may be available to you financial assistance for curing a default from programs operated by the state or federal government or non-profit organizations, if any, as identified by the Commissioner of Banking and Insurance. A list of such governmental and non-profit entities is enclosed. You may also wish to call the following numbers to ascertain whether you qualify for such assistance:

- * HUD Housing Counseling Service 1-800-569-4287
- * Veterans Affairs 1-800-827-1000
- * New Jersey Commissioner of Banking 1-609-292-7272
- * New Jersey Commissioner of Banking Hotline: 1-800-446-7467

If you disagree with America's Servicing Co.'s assertion that a default has occurred, or if you disagree with the correctness of America's Servicing Co.'s calculation of the amount required to cure this default, you may contact America's Servicing Co. at the following:

Randy Bockenstedt, Senior Vice President
America's Servicing Co.
Address: 3480 Stateview Boulevard
MAC X7802-03H
Fort Mill, SC 29715
Phone Number: 1-800-868-0043

The lender of your loan is:

HSBC BANK USA, NATIONAL ASSOCIATION, AS TRUSTEE NOMURA HOME EQUITY LOAN,
INC. ASSET-BACKED CERTIFICATES, SERIES 2006-HE1
452 Fifth Avenue
New York, NY 10018

Your right to cure this default, as provided in this Notice, is independent of any right of redemption or any other right or remedy under the common law, principles of equity, state or federal statute or rule of court. Financial Assistance for curing your default may be available. Attached you will find a list of possible programs.

Very truly yours,

America's Servicing Co.
Default Management Department

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 and this company has a security interest in the property and will only exercise its rights as against the property.

Exhibit D



America's Servicing Co.
P.O. Box 9039
Temecula, Ca 92589-9039



7113 8257 1473 3256 6430

May 17, 2009

4834/106N/DEM/NJ

MARK R DAMSTRA
33 HALF OAK ST
JERSEY CITY, NJ 07307-

RE: America's Servicing Co. Loan Number 1256023421
Mortgagor(s): MARK R DAMSTRA
Mortgaged Premises: 33 HALF OAK ST
JERSEY CITY, NJ 07307

NOTICE OF INTENTION TO FORECLOSE

Dear Borrower(s):

America's Servicing Co., holds a Conventional mortgage (hereafter, "the Mortgage") in the original principal amount of \$132,600.00 on the residential property commonly known as 33 HALF OAK ST, JERSEY CITY NJ (hereafter, "the Property"), which Mortgage was made on May 04, 2005.

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 June 16, 2009 is as follows:

2 Payments @ 1,327.85 Totaling	\$	2,655.70
Total Accrued Unpaid Late Charges	\$	351.97
(Monthly Late Charge \$55.51)		
Suspense Balance	-\$	0.00
Miscellaneous Fees	\$	0.00
Total Delinquency as of May 17, 2009	\$	3,007.67
Payments due within the next 30 days Totaling	\$	1,327.85
Total due to cure default and bring loan current as of June 16, 2009	\$	4,335.52

Your Pre-Foreclosure Action Right to cure this Default

You have the right to cure this default within thirty (30) days of the date of this letter, in other words, June 16, 2009, by paying America's Servicing Co. the above amount, plus any additional monthly payments and late charges which may fall due during this period. Such payment must be made by cashier's check, money order or certified check so that the payment is received at the following address on or before June 16, 2009.

America's Servicing Co.
PO Box 1820, Newark, NJ 07101-1820

If you do not cure this default and bring your account current by June 16, 2009, then America's Servicing Co. may take steps to terminate your ownership of the property by starting a mortgage foreclosure action against you.

If you cure this default before the filing of the foreclosure action, America's Servicing Co. may not institute a foreclosure action against you for that default; your Mortgage will be reinstated to the same position as if the default had not occurred, and any acceleration of any obligation under the Mortgage or Note will be nullified as of the date of cure.

You have the right to transfer the property to another person subject to the Mortgage; that person will have the right to cure this default, subject to the Mortgage and the Note, and this Notice.

Your Post-Foreclosure Action Right to Cure this Default

Even if America's Servicing Co. starts a mortgage foreclosure action against you, you shall still have the right to cure this default, de-accelerate and reinstate your Mortgage up to the time when a final judgment for foreclosure is entered. To do so, you must pay America's Servicing Co., at the address specified above, by cashier's check or certified check, all sums which would have been due in the absence of default and which are due at the time of payment including principal and interest payments, escrow payments and other necessary charges which come due prior to the date of payment and you must perform any other obligation which you would have been bound to perform in the absence of default or the exercise of an acceleration clause, if any. In addition you must pay court costs, if any, and attorney(s) fees in an amount which shall not exceed the amount permitted under the Rules governing the Courts of the State of New Jersey, plus all contractual late charges, as provided for in the Note and Mortgage. You shall not be required to pay any separate charge, fee or penalty attributable to the exercise of your right to cure this default. This right to cure your default, de-accelerate and reinstate the Mortgage after a foreclosure action has been started may only be exercised by you once every 18 months. You have the right to bring a court action to assert the non-existence of a default or any other defense you may have to acceleration and sale.

If you cure the default after a foreclosure action has been started, America's Servicing Co. shall give written notice of the cure to the Court and, upon such notice, the Court shall dismiss the foreclosure action, without prejudice. Your Mortgage will be reinstated to the same position as if the default had not occurred and any acceleration of any obligation under the Mortgage and Note arising from the default will be nullified as of the cure date.

We urge you to immediately seek the advice of an attorney(s) of your own choosing concerning this residential mortgage default. If you are unable to obtain an attorney(s), you may communicate with the New Jersey Bar Association or the Lawyers Referral Service of the county where the property is located. If you are unable to afford an attorney(s), you may communicate with the Legal Services Office in the county where the property is located. These telephone numbers are listed on the attached sheet; they can also be found in the local telephone directory.

There may be available to you financial assistance for curing a default from programs operated by the State or Federal Government or non-profit organizations, if any, as identified by the Commissioner of Banking and Insurance. A list of such governmental and non-profit entities is enclosed. You may also wish to call the following numbers to ascertain whether you qualify for such assistance:

- HUD Housing Counseling Service 1-800-569-4287
- Veterans Affairs 1-800-827-1000
- New Jersey Commissioner of Banking 1-609-292-3420

If you disagree with America's Servicing Co.'s assertion that a default has occurred, or if you disagree with the correctness of America's Servicing Co.'s calculation of the amount required to cure this default, you may contact America's Servicing Co. at the following:

America's Servicing Co.
P.O. Box 10388 Des Moines, IA 50306-0388
Telephone #: 800-842-7654

Your right to cure this default, as provided in this notice, is independent of any right of redemption or any other right or remedy under the common law, principles of equity, state or federal statute or rule of court. 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 and, this company has a security interest in the property and will only exercise its rights as against the property.

Very truly yours,

America's Servicing Co.
Default Management Department

Exhibit E



20090915020658489 1/2
 09/15/2009 09:11:49 PM ASSIGNMENT
 BK: 1174 Pg: 656
 Millie L. Flood
 Hudson County, Register of Deeds
 Receipt No. 169729

WHEN RECORDED MAIL TO:
PHELAN HALLINAN & SCHMIEG
 400 Fellowship Road
 Suite 100
 Mt. Laurel, NJ 08054
 PHS #ASC-10504

Min #100070210220148025

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, Mortgage Electronic Registration Systems Inc. as a nominee for Gateway Funding Diversified Mortgage Services, LP., its successors and assigns, the undersigned, as beneficiary or successor thereto, whose address is P.O. Box 2026 Flint MI 48501, hereby grants, conveys, assigns and transfers unto HSBC BANK USA, NATIONAL ASSOCIATION, AS TRUSTEE NOMURA HOME EQUITY LOAN, INC. ASSET-BACKED CERTIFICATES, SERIES 2006-HE1, whose address is c/o of America's Servicing Company, 3476 Stateview Boulevard, Fort Mill, SC 29715, its successors and assigns, all beneficial interest under that certain Mortgage dated May 4, 2005. Said Mortgage is recorded in the State of New Jersey, County of HUDSON:

Mortgage Recorded: May 9, 2005
Original Mortgage Company: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS A NOMINEE FOR GATEWAY FUNDING DIVERSIFIED MORTGAGE SERVICES, LP. ITS SUCCESSORS AND ASSIGNS
Original Mortgagors: MARK R. DAMSTRA
Original Loan Amount: \$132,600.00
Book: 12822
Page: 152
Property Address: 33.5 OAK STREET, JERSEY CITY, NJ 07307

The transfer of the mortgage and accompanying rights was effective at the time the loan was sold and consideration passed to the Assignee. This assignment is solely intended to describe the instrument sold in a manner sufficient to put third parties on public notice of what has been sold.

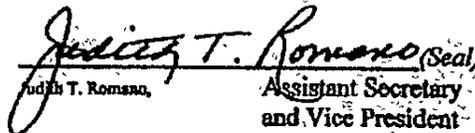
TOGETHER with the Bond, Note, or other Obligation therein described or referred to, and the money due and to become due thereon, with the interest.

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 stand 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.

I AGREE TO THE TERMS OF THIS ASSIGNMENT.

Witnessed or Attested by:

 (Seal)
Judith T. Romano, Assistant Secretary
and Vice President

NOTARY ACKNOWLEDGMENT

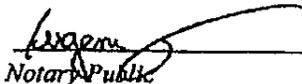
CAPACITY CLAIMED BY SIGNER: Assistant Secretary and Vice President

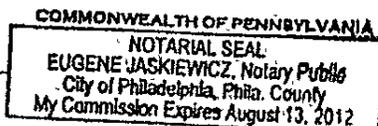
OF Mortgage Electronic Registration Systems Inc. as a nominee for Gateway Funding Diversified Mortgage Services, LP., its successors and assigns

STATE OF Pennsylvania
COUNTY OF Philadelphia

On, 08/04/09, before me, Eugene Jaskiewicz, a Notary Public, personally appeared Judith T. Romano, 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.


Notary Public



PHS #ASC-10504

Exhibit F

ASC-10504

Phelan Hallinan and Schmieg, P.C.

400 Fellowship Road, Suite 100

Mount Laurel, NJ 08054

(856) 813-5500

Attorneys for Plaintiff

FILED

AUG 06 2009

SUPERIOR COURT
CLERK'S OFFICE

HSBC BANK USA, NATIONAL
ASSOCIATION, AS TRUSTEE NOMURA
HOME EQUITY LOAN, INC. ASSET-
BACKED CERTIFICATES, SERIES 2006-
HE1

PLAINTIFF

Vs.

MARK R. DAMSTRA;
MRS. MARK R. DAMSTRA, HIS WIFE;
PNC BANK, NATIONAL ASSOCIATION
DEFENDANT(S)

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION
HUDSON COUNTY

DOCKET NO. F- 41515-09

CIVIL ACTION
FORECLOSURE COMPLAINT

HSBC BANK USA, NATIONAL ASSOCIATION, AS TRUSTEE NOMURA HOME
EQUITY LOAN, INC. ASSET-BACKED CERTIFICATES, SERIES 2006-HE1, having its
place of business at 3476 Stateview Blvd., Fort Mill, SC 29715, by way of Complaint says:

FIRST COUNT

1 On May 4, 2005, MARK R. DAMSTRA executed to GATEWAY FUNDING
DIVERSIFIED MORTGAGE SERVICES, LP. an obligation (NOTE), to secure the sum of
\$132,600 00, payable on June 1, 2035, with the initial rate of interest of 7.5% per annum, payable
by payments of \$1,327.85 per month for interest and principal. The Note further provides for a
late charge of 4 percent for any payment not received 15 days from the date due.

2. To secure the payment of the obligation described in Paragraph 1, MARK R.
DAMSTRA executed to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS A
NOMINEE FOR GATEWAY FUNDING DIVERSIFIED MORTGAGE SERVICES, LP. ITS

SUCCESSORS AND ASSIGNS a Purchase Money Mortgage on the same date as the Note, and thereby conveyed to it, in fee the land hereinafter described, on the express condition that such conveyance should be void if payment should be made at the time and times, and in the manner described in the obligation. The Mortgage was recorded in the Office of the Register of HUDSON County, in Book 12822 of Mortgages, Page 152. The Mortgage was recorded May 9, 2005. The Note and Mortgage have been assigned as follows:

- a. On August 4, 2009, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS A NOMINEE FOR GATEWAY FUNDING DIVERSIFIED MORTGAGE SERVICES, LP. ITS SUCCESSORS AND ASSIGNS assigned the mortgage to HSBC BANK USA, NATIONAL ASSOCIATION, AS TRUSTEE NOMURA HOME EQUITY LOAN, INC. ASSET-BACKED CERTIFICATES, SERIES 2006-HE1. The assignment is in the process of being recorded.
 - b. The Plaintiff is the owner and/or holder of the Note and Mortgage.
 - c. Mark Damstra is AKA Mark R. Damstra.
3. The mortgaged premises, that is the land that secures the Note, are described below:

LEGAL DESCRIPTION

All that certain tract or parcel of land and premises situate, lying and being in the City of Jersey City, County of Hudson and the State of New Jersey, more particularly described as follows.

BEGINNING at a point on the southwesterly street line of Oak Street (60.00 feet wide), where the same is intersected by the division line between Lots E and F in Block 1972, as shown on the hereinafter mentioned Tax Map; which point is distant southeasterly 147.32 feet along same from its intersection with the southeasterly street line of Dr. Martin Luther King Drive, thence from said point of beginning,

- 1) South 46 degrees 00 minutes East, along the southwesterly street line of Oak Street, 17.90 feet to a point; thence
- 2) South 44 degrees 00 minutes West, along the division line of Lots D and Easterly, 100.00 feet to a point; thence
- 3) North 46 degrees 00 minutes West, along the division line of Lots E and 24, 17.90 feet to a point; thence

4) North 44 degrees 00 minutes East, along the division line of Lots E and F, 100.00 feet to the southwesterly street line of Oak Street and the point and place of BEGINNING.

The above description is drawn in accordance with a survey made by All-County Surveying, P.C dated February 22, 2001.

BEING known and designated as Lot E in Block 1972 on the official Tax Map of the City of Jersey City.

NOTE: 33.5 Oak Street, Jersey City, NJ 07304.

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

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

a. MRS. MARK R. DAMSTRA, HIS WIFE is hereby named a party defendant. This is a purchase money mortgage any right, title or interest in the property held by MRS. MARK R. DAMSTRA, is subject to the Plaintiff's mortgage. This defendant is also joined for any lien, claim or interest she may have in, to or on the mortgaged premises by virtue of the Domestic Partnership Act N.J.S. 26:8A-6.

b. PNC BANK, NATIONAL ASSOCIATION is hereby named a party defendant herein for any lien, claim or interest it may have in, to or on the mortgaged premises by virtue of the following mortgage:

i. Mortgage: Mark Damstra, married TO PNC Bank, National Association, dated March 1, 2007 and recorded September 7, 2007 in Mortgage Book

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

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

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

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

WHEREFORE, plaintiff demands judgment:

- a. Fixing the amount due on its mortgage.
- b. Barring and foreclosing the defendants and each of them of all equity of redemption in to said lands.
- c. Directing that the plaintiff be paid the amount due on its mortgage with interest

and costs.

- d. Adjudging that said lands be sold according to law to satisfy the amount due plaintiff.
- e. Appointing a receiver of rents, issues and profits of said lands.

SECOND COUNT

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

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

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

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

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

- a. For possession of the said premises to plaintiff, its successors or assignee and/or the purchaser at a foreclosure sale.
- b. For damages for mesne profits.
- c. For costs.

CERTIFICATION PURSUANT TO RULE 4:5-1

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

CERTIFICATION

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

PHELAN HALLINAN & SCHMIEG P.C.



- Rosemarie Diamond, Esquire
 - Jaimie B. Finberg, Esquire
 - Kristin L. Ritchings, Esquire
 - Vladimir Palma, Esquire
 - Jennifer Novick, Esquire
 - Brian Blake, Esquire
 - Shirley E. Pimm, Esquire
 - Brian Yoder, Esquire
 - Thomas M. Brodowski, Esquire
 - Sharon L. McMahon, Esquire
 - Kathryn Gilbertson Shabel, Esquire
- Attorneys for Plaintiff

Dated: 8/5/09

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

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

1. The amount of the original debt is stated in paragraph one of the Complaint attached hereto.
2. The Plaintiff who is named in the attached Summons and Complaint is the Creditor to whom the debt is owed.
3. The debt described in the Complaint attached hereto and evidenced by the copy of the Mortgage/Note will be assumed to be valid by the Creditor's law firm, unless the Debtor(s), within thirty days after receipt of this notice, disputes, in writing, the validity of the debt or some portion thereof.
4. If the Debtor notifies the Creditor's law firm in writing within thirty days of the receipt of this notice that the debt or any portion thereof is disputed, the Creditor's law firm will obtain verification of the debt and a copy of the verification will be mailed to the Debtor by the Creditor's law firm.
5. If the Creditor who is named as Plaintiff in the attached Summons and Complaint is not the original creditor, and if the Debtor makes a request to the Creditor's law firm within thirty (30) days from the receipt of this notice, the name and address of the original Creditor will be mailed to the Debtor by Creditor's law firm.
6. Availing your self of the rights set forth above does not mean that you are not also required to respond in accordance with the summons attached hereto, that indicates that you have thirty-five (35) days from time of service in which to file and answer with the court. While you may avail yourself of the rights set forth above, that will not, in any event, suspend the processing of the within foreclosure action. Further note that consistent with the summons attached, you have the right to file an answer and dispute the allegations of the complaint by filing said answer with the clerk of the court upon payment of an \$135.00 fee. As set forth in the summons, failure to file an answer or otherwise plead will result in default being entered upon you and, in all likelihood, the subject property being sold at a sheriff sale if arrangements are not made with the plaintiff concerning the mortgage indebtedness.
7. Should you desire a statement of the amount due, you may contact Phelan, Hallinan, & Schmieg, P.C. 400 Fellowship Road, Suite 100, Mount Laurel, NJ 08054 and same will be provided to you or your legal representative.

8. As of the date of this pleading, the total amount necessary to pay off this loan is \$134,064.79. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day of payment may be greater. Hence, if the amount shown above is paid, an adjustment may be necessary after plaintiff's counsel receives the check, in which event the borrower will be informed before depositing the check for collection. For further information, please write the undersigned, or call our office by telephone.

Mark Damstra, *Sui Juris*
610 Adams Street, Apt 1
Hoboken NJ 07030
201 887 4975 markdamstra@gmail.com

**IN RE APPLICATION BY
WELLS FARGO BANK, N.A. TO
ISSUE CORRECTED NOTICES OF
INTENT TO FORECLOSE ON
BEHALF OF IDENTIFIED
FORECLOSURE PLAINTIFF'S
IN UNCONTESTED CASES**

SUPERIOR COURT OF NEW ERSEY

**CHANCERY DIVISION
PASSAIC COUNTY**

DOCKET NO.: F-009564-12

CIVIL ACTION

**INTERESTED PARTY'S
VERIFIED OBJECTION
TO OSC IN RE APPLICATION BY
WELLS FARGO BANK, N.A. TO
ISSUE CORRECTED NOTICES OF
INTENT TO FORECLOSE ON
BEHALF OF IDENTIFIED
FORECLOSURE PLAINTIFF'S
IN UNCONTESTED CASES**

PROOF OF SERVICE

I certify that on 9/20/12, I sent a copy of the interested party's verified Objection to OSC in RE: App By WFB to Issue Corrected Notices of Intent to Foreclose on behalf of identified foreclosure plaintiff's in uncontested cases

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

USPS Express Overnight Mail. EI457039415US

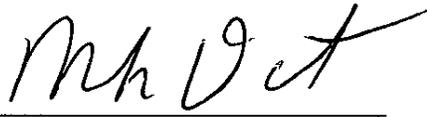
Superior Court Clerk's Office, Foreclosure Processing Services
Attn Objection to Notice of Intention to Foreclose
Hughes Justice Complex
25 West Market St. Cn971
Trenton NJ 08625

USPS Express Overnight Mail EI457039398US

Hon. Judge McVeigh, J.S.C
Superior Court of New Jersey
Chambers 100
71 Hamilton St.
Paterson NJ 07505

USPS Express Overnight EI457039407US

Dated. 9/20/12

By: 

Mark Damstra
Defendant, *Sui Juris*

September 20, 2012

Damstra
610 Adams Street
Hoboken NJ 07030

Superior Court Clerk's Office, Foreclosure Processing Services
Attn: Objection to Notice of Intention to Foreclose
Hughes Justice Complex
25 West Market St. Cn971
Trenton NJ 08625

RECEIVED

SEP 21 2012

SUPERIOR COURT
CLERK'S OFFICE

Re Wells Fargo's Application to Reissues Corrected NOI's
Docket No F-009564-12

Dear Sir/Madame

Enclose is my objection to Wells Fargo's Application to Reissue corrected NOI's I will
be available to object on October 3rd in Paterson.

Regards,



Mark Damstra