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VIA OVERNIGHT MAIL SERVICE

September 21, 2012

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

RECEIVED

SEP 24 2012

SUPERIOR COURT
CLERK'S OFFICE

Re: Phillip Deegan
Premises: 1508 Maxim Southard Road, Howell, NJ 07731
Docket No.: F-4716-08

Dear Sir or Madam:

I represent Phillip Deegan, Defendant homeowner in the above-titled action. Please accept this letter as Mr. Deegan's objection to the Order to Show Cause filed with the Court in the matter of In re Application by Wells Fargo Bank, N.A. to Issue Corrected Notices of Intention to Foreclose, etc., Docket No. F-009564-12. Please further accept this letter as Mr. Deegan's objection to the proposed Notice of Intention to Foreclose issued by America's Servicing Company.

Mr. Deegan's objection to the Order to Show Cause and to the proposed Notice of Intention to Foreclose are one and the same. Simply put, America's Servicing Company ("ASC") has engaged in an unconscionable and possibly fraudulent course of conduct over the last several years in connection with Mr. Deegan's mortgage. ASC's outrageous actions are detailed in the attached copy of Mr. Deegan's Request for Review to the Independent Review Administrator appointed by the Federal Reserve Board of Governors and the United States Office of the Comptroller of the Currency.

To summarize, ASC repeatedly offered, retracted, terminated, reinstated and denied mortgage loan modifications to Mr. Deegan in a sustained exhibition of bad faith and bungling. The process was so tortured, inefficient and self-defeating as to suggest the very real possibility that it was intentionally designed to fail. An excerpt of the Request for Review is instructive:

I respectfully submit that this saga represents the spectacular bad faith of ASC in negotiating with the Deegans. For every letter I sent to ASC as detailed above, I can honestly say that I must have tried to call them 3 or 4 times. I say "tried" because there were countless times that their phone system simply cut off or dumped calls, or where you simply could not penetrate the maze of their automated phone system.

ASC exhibited more bad faith by constantly contacting the Deegans knowing full well by dozens of calls and numerous letters that they were represented by counsel and wanted ASC to communicate with their attorney. This reached a pinnacle of outrage when they were even calling the Deegans during the mourning period for their son, Anthony.

I further submit that it was bad faith for ASC to constantly come back to the Deegans with more document requests or to play “gotcha” games with ridiculous deadlines for submission of documents. It was also bad faith that ASC had no system in place and refused to make any accommodation to adjourn the sheriff’s sales while the loan modification reviews were pending without the constant nail-biting last minute adjournments that came only after I pleaded and begged ASC to do it.

It was certainly incompetence, if not bad faith, when the Deegans’ fourth (!) loan modification application was denied based on a blatant math error, finding the Deegans’ monthly income below their expense threshold where it comfortably exceeded their expenses. It became bad faith when they ignored this math error which I promptly pointed out to them in writing. See, Exhibit 40.

Even worse bad faith was shown during the changeover in programs from the Special Forbearance Plan that occurred in September, 2009. No explanation has ever been provided despite my numerous requests for why they were bumped from both plans for a supposed missed payment that they did not miss. In fact, in a rare moment of candor, “Travis”, user ID QX1 told me it “appears as if the plan should not have been broken.”

In simple terms, ASC’s bad faith is responsible for this tale of mismanagement, bungling, impenetrable red tape, delay and obfuscation. It is their own wrongful conduct that dragged what should have been a simple loan modification process out to the point where the Deegans’ arrears became so overwhelming that ASC could not offer a reasonable adjustment of the terms. I had suggested on numerous occasions that a simple adjustment of the rate of an additional 1.65%, together with forgiveness of accrued interest and penalties (about \$30,000) would have made the loan workable.

I further detailed how the lender in this matter, Deutsche Bank, N.A. is the beneficiary of billions of dollars of TARP bailout funds, enabling the bank to absorb massive subprime loan losses. In exchange for that largesse, Deutsche Bank should have been quite forthcoming and flexible in its dealings with distressed homeowners. On the contrary, through its servicer, ASC, it failed to make any good faith efforts to arrange workable loan modifications.

In the final analysis, the perception that the process was designed to fail may prove accurate. The recent publication of a book detailing the cynical attitude of the lenders, servicers and even government officials associated with the bank bailouts provides chilling evidence that the

patterns exhibited by ASC were not random or the product of a bewildering series of mistakes, but a deliberate policy to enrich the banks on the backs of distressed homeowners and taxpayers. As a recent editorial points out:

Neil Barofsky, the former special inspector general for the Troubled Asset Relief Program, has published a new book, "Bailout: An Inside Account of How Washington Abandoned Main Street While Rescuing Wall Street." It presents a damning indictment of the Obama administration's execution of the TARP program generally, and of HAMP in particular.

Barofsky, a registered Democrat and Obama donor, had been an assistant U.S. attorney investigating mortgage fraud when he was appointed to be the top watchdog for the TARP program.

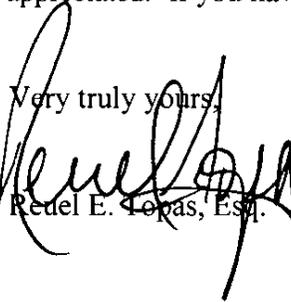
From the beginning, Barofsky had major objections to HAMP's design. Among its worst aspects was a system of giving banks \$1,500 bonus payments and servicers \$1,000 bonus payments for each loan modification they processed. This system encouraged mortgage servicers to approve temporary "trial" loan modifications, even as they continued the foreclosure process against borrowers. Ultimately, after collecting the bonuses, they would deny permanent mortgage modifications. Thus, HAMP helped drive thousands of already-distressed families into foreclosure after giving them nothing but a few months of false hope, and possibly causing them to cough up more in mortgage payments than they would have in a foreclosure without government interference.

http://washingtonexaminer.com/examiner-editorial-obamas-tarp-team-helped-banks-betrayed-homeowners/article/2502917#disqus_thread. The bonus payment systems based on "trial" loan modifications while the foreclosure process grinded forward, the inexplicable denials and terminations, the inducement to "cough up" more mortgage payments and the false hope engendered are not just strikingly similar to the Deegans' experience, but **exactly** what happened.

I respectfully suggest that, in light of the circumstances described above and in the attached Request for Review, the lender and the servicer in this matter come before the Court with unclean hands and should not receive procedural relief from the Court. Rather, I suggest that Mr. Deegan be given an opportunity, if the Independent Foreclosure Review fails to produce a workable loan modification, to explore the true nature and extent of ASC and Deutsche Bank's bad faith behavior in this case through discovery. It is further respectfully submitted that, while the Independent Foreclosure Review process is pending, the Court should stay all further action with regard to this matter.

I request the Court's instruction as to whether it will entertain an application by Mr. Deegan to Stay this foreclosure and establish a schedule for discovery into the issues of ASC and Deutsche Bank's conduct in this matter.

Your attention to the above is greatly appreciated. If you have any questions, please do not hesitate to contact me.

Very truly yours,

Redel E. Lopez, Esq.

RET:mys

Cc: Client

Hon. Margaret Mary McVeigh, P.J.Ch. (w/encls)

Mark S. Melodia, Esq. (w/encls)

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July 31, 2012

Independent Review Administrator
PO Box 2588
Faribault, MN 55021-9982

Re: Attachment to Request for Review Form of Phillip Deegan
Reference number: 1401988645
Lender: America's Servicing Company (Deutsche Bank)
Mortgage loan number: 1328014643
Property Address: 1508 Maxim Southard Road, Howell, N.J. 07731

Dear Sir or Madam:

I represent the interests of Phillip Deegan with regard to the above-referenced mortgage loan, as well as Mr. Deegan's epic struggle to negotiate a loan modification in the face of foreclosure by America's Servicing Company. This struggle has been ongoing for nearly 5 years.

The mortgaged property is the home of Phil, his wife Desiree and their son, Jacob. Both Phil and Desiree are decent, hard-working people who have suffered economic setbacks that are all too familiar nowadays. But, on top of that, the Deegans have suffered staggering tragedy, which is an important part of the background and history of this case.

Phil and Desiree were married in 1997, but despite their intense desire, they were unable to have children. They decided on adoption. They knew the process would be long, difficult, expensive and emotionally strenuous. But they were willing to make those sacrifices to have a family. A wonderful adoptive child named Anthony was identified, After about 6 months of paperwork, interviews and 40 hours of parenting classes, they were licensed as adoptive foster parents. But they were far from finished.

They had to make countless trips to the courthouse and for initial meetings with Anthony. Of course, the time investment alone cost the Deegans thousands of dollars in lost income. Gradually, their time foster parenting Anthony increased and their bond with him grew strong. A final hearing date was set for February, 2009. After all their effort the day arrived and the Court finalized the adoption. Anthony was now their son. One can hardly imagine the joy the Deegans felt bringing that little boy home.

Alas, their joy was to be short lived and their newfound family was to be shattered. On March 2, 2009, a few short days after bringing Anthony home, the Deegans found him unresponsive in his crib. The weight of the blow still tells to this day.

The best way to describe the process of trying to negotiate a loan modification with

Americas Servicing Company is an ordeal. The outrageous extent of the ordeal is best told through the documents in my file.

From early on after the Deegans contacted me about a possible foreclosure, I was engaged in the ordeal: it was an ordeal to try to communicate with ASC; it was an ordeal to get answers from ASC; it was an ordeal satisfying ASC's ever-shifting demands; it was an ordeal repeatedly filling out and submitting forms; it was an ordeal obtaining any clear idea what ASC's loan modification standards were; it was an ordeal getting conflicting signals and messages from ASC. But, most importantly, it was a wasteful, frustrating, endless wild-goose chase to try to get a loan modification from ASC, while the arrearages on the mortgage continued to pile up until it became impossible to obtain a loan modification from ASC.

On October 8, 2007, the Deegans receive a notice that they are 2 months delinquent and owe \$8,417.00. See, Exhibit 1.

On January 15, 2008, a letter arrives from Phelan, Hallinan & Schmeig, P.C. informing the Deegans that foreclosure has already started. The letter offers suggestions for avoiding the foreclosure, including Loan Modification. See, Exhibit 2.

On January 29, 2008, the Deegans receive a Reinstatement Quote bringing the total due to \$23,133.37. See, Exhibit 3.

On April 29, 2008, the Deegans receive a Notice Pursuant to Section 6 of The Fair Foreclosure Act from the Phelan law firm informing them that the bank is ready to apply for a final judgment in foreclosure and that the Deegans have 10 days to notify the lender's attorneys that there is a reasonable likelihood that they will be able to cure the loan default within 45 days. Of course, the amount due by this time has skyrocketed, but the amount is not stated in the letter. See, Exhibit 4.

On May 9, 2008, I spoke with someone at the Phelan law office who advised that if the Deegans want to work out a payment plan they should contact ASC's loss mitigation department at 866-248-5719. Upon my instructions, my secretary obtained the mailing address for the ASC loss mitigation department. See, Exhibit 5.

Sometime in July of 2008, after I must have made 10 or more calls to ASC, including lengthy hold times and tortuous navigation of the automated computer system, I was advised that the Deegans could qualify for a "Special Forbearance Program" which would not actually constitute a loan modification but would be a first step before the Deegans could be considered for a loan modification. The plan called for a \$20,000.00 down payment by certified check by July 22, 2008 and 3 monthly payments of \$3,872.95 thereafter. See, Exhibit 6.

A letter arrived shortly thereafter from ASC dated July 7, 2008 thanking the Deegans for being in touch to work out their default and confirming the offer of the Special Forbearance Plan. The letter advised them to make the payments shown below in the letter, but no payments were set forth in the letter. See, Exhibit 7.

Another letter from ASC dated July 10, 2008 came informing the Deegans that their interest rate and monthly payment were going up, effective September 1, 2008. See, Exhibit 8.

On July 15, 2008, I forwarded to ASC the Deegans' initial payment of \$20,000.00 together with a signed copy of the Special Forbearance Agreement. Due to an error in the Special Forbearance Agreement prepared by ASC, I had to include a clarification in my transmittal letter indicating that one of the amounts indicated was not intended to be a 5th payment of \$27,259.91 but represented the arrearages that would remain after the payments were completed under the Special Forbearance Plan. See, Exhibit 9. This was never acknowledged nor explained by ASC.

Being extremely concerned that the Deegans had just entered into a payment agreement with an impossibly inflated balloon payment at the end of the payment schedule, I wrote again to ASC, by fax and certified mail on July 19, 2008, to get them to clarify the error. See, Exhibit 10. Again, ASC never acknowledged or explained their error.

On August 26, 2008, ASC wrote to the Deegans that their request for a "Repayment Agreement" was denied because "You have failed to adhere to the agreed upon terms of the forbearance plan. Borrower did not pay the scheduled plan payment". See, Exhibit 11.

On August 27, 2008, ASC sent back the Deegans' forbearance plan payment in the amount of \$3,900.00 the "funds do not represent the total amount due to reinstate the account. As of this date there are no written arrangements agreeing to accept the enclosed funds. (x) Personal Check. Returned funds, broken plan". So, after the Deegans had sent ASC \$20,000.00 by certified check, the Special Forbearance agreement was terminated by ASC, even though the Deegans sent a check in excess of the August, 2008 payment amount. See, Exhibit 12.

By letter of September 3, 2008, ASC thanked the Deegans for his interest in their "Borrower Counseling Program." The letter said "By expressing your interest to work with us, you have taken the first step in resolving your current situation." A set of financial worksheets was enclosed. When I inquired as to why the Deegans would have to start all over again from scratch and submit the financial worksheets again, I met with a bureaucratic wall of non-answers. See, Exhibit 13.

Either way, the papers were submitted again, resulting in ASC's letter of September 8, 2008 offering a new "Special Forbearance Agreement" with substantially higher payments and a 5th balloon payment of \$30,663.42. See, Exhibit 14.

In accordance with the second Special Forbearance Agreement, I forwarded the Deegans' initial payment of \$3,952 to ASC on September 16, 2008. See, Exhibit 15.

In accordance with the second Special Forbearance Agreement, I forwarded the Deegans' second payment of \$4,226.61 to ASC on October 20, 2008. See, Exhibit 16.

In accordance with the second Special Forbearance Agreement, I forwarded the Deegans' third payment of \$4,226.61 to ASC on November 18, 2008. See, Exhibit 17.

According to my file notes, the fourth payment was sent on time by Western Union wire in the amount of \$4,226.61.

After completing all the payments under the second Special Forbearance Agreement, I contacted ASC to determine whether the Deegans could now be approved for a loan modification

giving them an affordable monthly payment. I spoke to “Jennie” on January 8, 2009 who advised that the file was being reviewed for modification by the “negotiator”. Jennie further advised that the Deegans do not have to make any payments during the review period and that the review would take 30 to 60 days. See, Exhibit 18.

On January 12, 2009, ASC wrote to advise the Deegans that their monthly interest rate was adjusted and their monthly payment as of March 1, 2009 would be \$3,719.09. See, Exhibit 19.

After having told ASC dozens of times verbally and in writing that I represented the Deegans and that they should communicate with me only, ASC had continued to send everything to the Deegans. On January 14, 2009, I sent a letter signed by Phil Deegan authorizing ASC to communicate with me and to send all mail to me. See, Exhibit 20.

Disregarding the written authorization, which was sent at their instruction, ASC again wrote to the Deegans on January 22, 2009, confirming the approval of a loan modification/restructure of the mortgage loan. However, the new amount payable by the Deegans under the modification/restructure was going to be \$3,724.24 or \$5.00 more than their scheduled payment under the existing mortgage! The interest rate was modified to a fixed rate of 7.65% or 1% under the current adjustable rate, there was no interest or principal reduction or waiver of any fees and no extension of the term of the mortgage. (Notably, the 30 year fixed rate mortgage was reported as 5.1% on that same day by Freddie Mac. See, eg., http://money.cnn.com/2009/01/22/real_estate/mortgage_rates/index.htm). See, Exhibit 21.

The January 22, 2009 letter, having been sent directly to the Deegans, gave only 5 days from the date of the letter to respond. Obviously, the actual increase in the monthly payment did not help the Deegans get anywhere in terms of being able to afford the mortgage payment under their economic circumstances. I made numerous calls to ASC to find out if there was a simple way, short of re-filing the application with all the forms, that they could reconsider the “modification” amount. See, Exhibit Id. Consistent with ASC’s established pattern, I never got an answer.

Of course, by March 2, when Anthony Deegan passed away, the Deegans were in no condition to address the mortgage situation for a while.

By letter dated March 17, 2009, ASC acknowledged a telephone call in which they had been asked to discontinue all telephone contact with the Deegans, adding the ominous statement: “To honor your request means we will not contact you in the future with new options are available to you for your loan.” See, Exhibit 22.

On March 24, 2009, I contacted ASC and obtained specific instructions as to how to submit a “hardship” loan modification request. See, Exhibit 23.

Notwithstanding our desperate pleas that ASC reconsider the “modification” amount to a more manageable sum, on March 24, 2009, ASC sent the Deegans a letter to their home informing them that the loan modification had been denied because of their failure to sign the modification agreements based on a higher payment that was already called for under the existing terms of the mortgage. See, Exhibit 24.

On March 25, 2009, astonished by ASC's apparently willful disregard of numerous previous instructions, both oral and written, that I represented the Deegans and that they should not contact them, I called ASC. ASC claimed not to have received my letter of January 14, 2009, which clearly reiterated that request, notwithstanding the fax confirmation sheet in my possession. See, Exhibit 25.

On March 27, 2009 the foreclosure lawyers sent the Deegans a copy of the Final Judgment in Foreclosure dated September 19, 2008! The law firm failed to send a copy to my office even though I had advised them of my representation on numerous occasions. See, Exhibit 26.

With the foreclosure and threat of a sheriff's sale hanging over their heads, the Deegans submitted their third application on April 7, 2009. As it turned out, ASC did require a new set of documentation in order to reconsider the Deegans' application for a loan modification. This application included Phil Deegan's letter of April 2, 2009 documenting their hardship due to the loss of their son and other factors. See, Exhibit 27.

Among the more bizarre, inexplicable and confusing occurrences was a letter ASC sent directly to the Deegans on April 13, 2009 which stated "As you requested, this letter is to inform you the request for Pre-Foreclosure Sale has been cancelled, and we have closed your file". See, Exhibit 28.

As the Deegans were still getting calls and correspondence at their house in the midst of their unspeakable grief, another letter was sent to ASC dated April 23, 2009 asking them to address all mail and calls to my office. See, Exhibit 29.

It took yet additional follow-up calls to find out that ASC did not consider the April 7 application complete without a profit and loss statement for Phil's home remodeling subcontracting business for the last three months prior to the application. Therefore, the application was submitted a fourth time, on May 6, 2009, this time to include the profit and loss statements. See, Exhibit 30.

By notice dated May 15, 2009 (finally sent to my office), ASC requested additional information. Now, this might seem reasonable enough, if it had not been that they assured me after the third application that the only thing missing to have a complete application was the profit and loss statements. Now, proof of income was required and, if not received within 10 days, they would consider the request (for modification) cancelled. See, Exhibit 31.

Phil Deegan's subcontracting business does not show profit and loss based on a simple accounting exercise of gross revenue less expenses in a simple format. As a subcontractor, he receives documentation for the gross value he will be paid for certain jobs. He had to lay out miscellaneous expenses for material, equipment rentals and supplies. This meant tracking each expense, whether by debit card, credit card, cash or check to each job. Bank statements, receipts and other sources of information had to be collected, analyzed and allocated to a particular month and job. In short, this would take longer than 10 days. My office contacted ASC on June 3 and obtained a "few day extension", after speaking with "Amy", user ID JC5. Id.

On June 5th my office sent the information, including proof of Desiree's income from her

job. See, Exhibit 32.

My letter of June 19, 2009 is just one of many letters in addition to countless phone calls with ASC to try and get them to confirm that the house would not go to sheriff's sale while the loan modification effort was pending. See, Exhibit 33.

Pursuant to my telephone inquiry into the status of the loan modification request, on June 23, 2009 I received a fax from ASC advising me that I would need to speak with someone from Loss Mitigation to get answers. I called Loss Mitigation several times and finally reached "Elliot" on July 31, 2009 who told me that the process could take up to 90 days. See, Exhibit 34.

In the interim, I received ASC's letter of June 24, 2009 advising that they were reviewing the (loan modification) request and that it would take 45 to 60 days to complete. See, Exhibit 35.

When I called ASC to inquire about the status of the application on August 17, 2009, and learned that, even though it had been sent by fax, certified and regular mail on June 5, 2009, the profit and loss statement was "not in the file". Consequently, I sent it again on August 19, 2009 and included updated data through the second quarter of 2009. Because they were threatening to cancel the application again, I requested an extension of a few more days to supply the balance of the information. See, Exhibit 36.

On the very same day, August 19, ASC sent a letter stating "Final decision on you mortgage loan request. Unfortunately, after carefully reviewing the information you've provided, we are unable to adjust the terms of your mortgage. You have not been approved for a mortgage loan modification because we were unable to get you to a modification payment amount that you could afford based on your monthly income of \$4,521.63 and your monthly expenses of \$5,933.95." In other words, while they were asking me to update information, they had already made a decision to reject the application. See, Exhibit 37.

On August 20, 2009, even though a letter dated the previous day indicated that the loan modification request had been denied, I received another letter from ASC, identical to the one of June 24, 2009, again indicating that the process would take another 45 to 60 days. See, Exhibit 38.

On August 20, 2009, ASC sent a second letter offering yet another "Special Forbearance Plan" with payments of \$3,604.75 required for 3 months. See, Exhibit 39.

On August 28, 2009, I wrote to a Tiffany Lewis (the first person to ever give me a last name) calling her attention to the fact that ASC had issued a denial of the loan modification request on the same day that I was sending them the additional profit and loss information they requested and that their denial letter was based on a completely inaccurate figure for the Deegans' monthly income. Whereas their rejection letter cited a figure of \$4,521.63, the Deegans' monthly income, counting both the 1st and 2nd quarters of 2009, was over \$7,000 per month, well in excess of their expenses. See, Exhibit 40.

My August 28 letter also reiterated the fact that the previously proposed or projected mortgage payment under ASC's loan modification from January, 2009 would be in excess of 50% of their monthly income and that our hardship applications in April, 2009 were premised on

a payment just under \$3,000 per month to bring the monthly housing cost to a ratio of 40% of their income. Id.

Out of the clear blue, on September 22, 2009, ASC informed the Deegans that they “may be eligible for a trial modification plan under the government’s Home Affordable Modification Program [HAMP], and we estimate that your new payment amount to be \$2,500.00.” Naturally, the Deegans believed that this finally meant a loan modification might be possible at an affordable payment. See, Exhibit 41.

Since the Deegans had commenced making payments under the Special Forbearance Plan offered in one of ASC’s letters dated August 20, 2009, I contacted ASC to ask what would happen to the payments due under the Special Forbearance Plan if the Deegans started making payments under the HAMP program. I was advised that the HAMP payment plan would “override” the Special Forbearance Plan. Id.

The Deegans immediately commenced payments under the plan, which required electronic fund transfers of the payments directly from their bank account.

Astonishingly, on October 30, 2009, ASC sent a letter indicating that the Deegans’ request for a Repayment Agreement had been denied because “You have failed to adhere to the agreed upon terms of the forbearance plan”. See, Exhibit 42.

On November 5, 2009, I called ASC and spoke to “Natasha”. On the same day (I believe), I spoke to “Travis”, user ID QX1 who told me it “appears as if the plan should not have been broken.” On either November 5 or 6, 2009, while trying to find out why the plan had been “broken”, I spoke to Rapindra, user ID 6NC who told me that 2 emails had been sent: 1 to inquire about the HAMP plan and the other to find out if the foreclosure sale date could be postponed while this was worked out. Id.

On November 6, 2009, I sent a letter detailing the 2 hours I had spent on the phone with ASC over the last two days, only to discover that the plan was “broken” because of an allegedly “returned” payment. The payment amount was \$3,604.75, which was one the September payments under the Special Forbearance Plan offered by ASC’s correspondence of August 20, 2009. I enclosed a copy of my client’s bank statement for that period to show that there was more than twice the amount of the payment in cleared funds on deposit on that date. Not only that, but I also enclosed a printout of the Deegans’ bank account showing that ASC had taken the \$2,499.77 HAMP payment on November 2, 2009, 2 days after their letter advising that their request for the (HAMP) Repayment Agreement had been denied! See, Exhibit 43.

ASC sent a letter dated November 10, 2009 thanking me for contacting them and instructing me to speak to a Loss Mitigation representative. I tried, and got nowhere. See, Exhibit 44.

On December 11, 2009, ASC sent a letter thanking Mr. Deegan for speaking with them (of course, I was the one who spoke to them, based on the Deegans’ authorization). The letter is essentially yet another boilerplate “roboletter” addressed as if the Deegans had not been struggling for 2 years to modify their loan. The letter even stated “Please gather all financial information related to your monthly income and expenses...” See, Exhibit 45.

I spoke with "Christina", user ID FX90 on January 22, 2010 who told me that Loss Mitigation will be contacting me and that, if I didn't hear from them within the next 7 to 10 days, I should call Loss Mitigation. See, Exhibit 46.

On February 9, 2010, ASC sent a letter entitled "Request for Additional Information", which basically repeated the same list of items provided on at least 4 previous occasions. It gave only 10 days despite asking for update of profit and loss information and other time-consuming documentation. See, Exhibit 47.

On February 22, 2010, with a March 8, 2010 sheriff's sale date looming, I spoke to "Delon" user ID V6X and I was advised that they are reviewing the loan modification. See, Exhibit 48.

Since I was unable to have assurances from "Delon" that the sheriff's sale date would be adjourned while the loan modification was being reviewed, I called back and spoke with "Nathan", user ID IYP on February 22, 2010 and I was advised that "once the documents are in, they automatically postpone the sheriff's sale". Of course, since our 5th submission, this had not happened. Id.

ASC wrote on March 3, 2010, stating under "Final decision on your mortgage loan request" "Unfortunately, after carefully reviewing the information you've provided, we are unable to adjust the terms of your mortgage...This decision was made because you did not provide us with all the information needed within the timeframe required per your trial modification period workout plan. For that reason, you have not been approved for a mortgage loan modification." See, Exhibit 49.

One day later, on March 4, I sent a letter via fax with all the information requested in the February 9, 2010 letter, including the profit and loss statement, hardship letter, statement by Desiree Deegan an financial worksheet. See, Exhibit 50.

I do not have personal knowledge of what went on thereafter, but I know that the Deegans applied for and were accepted into the Court's Foreclosure Mediation Program, with similar results: ASC would not make any reasonable adjustment to the mortgage to make it affordable for the Deegans to keep their home.

I respectfully submit that this saga represents the spectacular bad faith of ASC in negotiating with the Deegans. For every letter I sent to ASC as detailed above, I can honestly say that I must have tried to call them 3 or 4 times. I say "tried" because there were countless times that their phone system simply cut off or dumped calls, or where you simply could not penetrate the maze of their automated phone system.

ASC exhibited more bad faith by constantly contacting the Deegans knowing full well by dozens of calls and numerous letters that they were represented by counsel and wanted ASC to communicate with their attorney. This reached a pinnacle of outrage when they were even calling the Deegans during the mourning period for their son, Anthony.

I further submit that it was bad faith for ASC to constantly come back to the Deegans

with more document requests or to play “gotcha” games with ridiculous deadlines for submission of documents. It was also bad faith that ASC had no system in place and refused to make any accommodation to adjourn the sheriff’s sales while the loan modification reviews were pending without the constant nail-biting last minute adjournments that came only after I pleaded and begged ASC to do it.

It was certainly incompetence, if not bad faith, when the Deegans’ fourth (!) loan modification application was denied based on a blatant math error, finding the Deegans’ monthly income below their expense threshold where it comfortably exceeded their expenses. It became bad faith when they ignored this math error which I promptly pointed out to them in writing. See, Exhibit 40.

Even worse bad faith was shown during the changeover in programs from the Special Forbearance Plan that occurred in September, 2009. No explanation has ever been provided despite my numerous requests for why they were bumped from both plans for a supposed missed payment that they did not miss. In fact, in a rare moment of candor, “Travis”, user ID QX1 told me it “appears as if the plan should not have been broken.”

In simple terms, ASC’s bad faith is responsible for this tale of mismanagement, bungling, impenetrable red tape, delay and obfuscation. It is their own wrongful conduct that dragged what should have been a simple loan modification process out to the point where the Deegans’ arrears became so overwhelming that ASC could not offer a reasonable adjustment of the terms. I had suggested on numerous occasions that a simple adjustment of the rate of an additional 1.65%, together with forgiveness of accrued interest and penalties (about \$30,000) would have made the loan workable.

Ultimately, America’s Servicing Company represents the interests of the original lender, which converted the Deegan loan with many others into mortgage-backed securities among those at the center of the subprime lending crisis. That lender, Deutsche Bank, bundled the loan in something now known as FFMLT 2006-FF13, which is why the name of the plaintiff in the foreclosure action is Deutsche Bank National Trust Company, as trustee for FFMLT 2006-FF13. This same Deutsche Bank was the recipient of \$11.8 Billion in TARP bailout funds distributed as part of the bailout of AIG. See, eg. <http://www.zacks.com/stock/news/38695/tarp-funds-%96-a-boon-for-europe>. This same Deutsche Bank also enjoyed the largesse of the Federal Reserve Bank which lent them \$354 Billion backed only by their degraded mortgage-backed paper. See, excerpt from the GSA, chart at http://www.scribd.com/doc/60553686/GAO-Fed-Investigation#outer_page_144.

The recent publication of a book detailing the cynical attitude of the lenders, servicers and even government officials provides chilling evidence that the patterns exhibited by ASC were not random or the product of a bewildering series of mistakes, but a deliberate policy to enrich the banks on the backs of distressed homeowners and taxpayers. As a recent editorial points out:

Neil Barofsky, the former special inspector general for the Troubled Asset Relief Program, has published a new book, "Bailout: An Inside Account of How Washington Abandoned Main Street While Rescuing Wall Street." It presents a damning indictment of the Obama administration's execution of the TARP

program generally, and of HAMP in particular.

Barofsky, a registered Democrat and Obama donor, had been an assistant U.S. attorney investigating mortgage fraud when he was appointed to be the top watchdog for the TARP program.

From the beginning, Barofsky had major objections to HAMP's design. Among its worst aspects was a system of giving banks \$1,500 bonus payments and servicers \$1,000 bonus payments for each loan modification they processed. This system encouraged mortgage servicers to approve temporary "trial" loan modifications, even as they continued the foreclosure process against borrowers. Ultimately, after collecting the bonuses, they would deny permanent mortgage modifications. Thus, HAMP helped drive thousands of already-distressed families into foreclosure after giving them nothing but a few months of false hope, and possibly causing them to cough up more in mortgage payments than they would have in a foreclosure without government interference.

http://washingtonexaminer.com/examiner-editorial-obamas-tarp-team-helped-banks-betrayed-homeowners/article/2502917#disqus_thread. The description of the bonus payment systems based on "trial" loan modifications while the foreclosure process grinded forward, the inexplicable denials and terminations, the inducement to "cough up" more mortgage payments and the false hope engendered are not just strikingly similar to the Deegans' experience, but exactly what happened.

I respectfully submit, that, if empowered to do so, the Independent Foreclosure Review panel should investigate whether ASC was receiving the bonuses described in the Barofsky account. If so, the conclusion that ASC acted in extremely bad faith is inescapable.

With this background in mind, where the Deegans' lender was the beneficiary of a massive bailout that enabled them to stay in business, they have a solemn obligation to assist the Deegans by making very real and substantial compromise to enable the Deegans to keep their home.

Thank you.

Very truly yours,

Reuel E. Topas, Esq.

RET:mys

Cc: Client

1



Return Mail Operations
P.O. Box 10388
Des Moines, IA 50306-0388

October 08, 2007

022528 1 AT 0.334 652R 022528 012388 02Z 01 ACQING CL 747 106

Phillip Deegan
1508 Maxim Southard Rd
Howell NJ 07731-8694



Dear Phillip Deegan :

RE: Loan Number 1328014643, Client 106

Your loan is now 2 months delinquent beginning with the September 01, 2007 payment. As such, you are in default under the terms of your mortgage.

Pursuant to the terms of your mortgage or deed of trust, we have the right to declare your entire loan balance payable. In addition, your credit rating will be adversely affected because of this delinquency.

Due to the seriousness of this delinquency, you must cure this default at once by remitting the amount of \$ 8,417.00 which includes \$ 309.42 in late fees so it is received in our office within five days of this letter.

If your funds are not received as requested, it will result in the assessment of fees for performed property inspections.

Please call our office at (800) 662-3806, Monday through Friday, 8 AM to 11 PM, or Saturday, 9 AM to 3 PM, Eastern Time, to advise us of your plans to bring your mortgage current. If you have already mailed your payments, or have made payment arrangements with one of our loan counselors, we thank you.

Sincerely,

America's Servicing Company
Default Management
(800) 662-3806

America's Servicing Company is required by the Fair Debt Collection Practices Act to inform you that if your loan is currently delinquent or in default, as your loan servicer, we will be attempting to collect a debt, and any information obtained will be used for that purpose. However, if you have received a discharge, and the loan was not reaffirmed in the bankruptcy case, America's Servicing Company will only exercise its right as against the property and is not attempting any act to collect the discharge debt from you personally.

2

PHELAN HALLINAN & SCHMIEG, P.C.
Suite 100
400 Fellowship Road
Mt. Laurel, NJ 08054
856-813-5500
Main Fax: 856-813-5501

January 15, 2008

Phillip Deegan
1508 Maxim Southard Road
Howell, NJ 07731

Re: ASC-5478

Dear Borrower(s):

Your Mortgage Loan is now seriously delinquent and foreclosure has been initiated by our office. The mortgage company realizes that you may be experiencing financial difficulties and could use assistance to take care of the situation. Our office has been requested by the mortgage company to offer you some ideas.

There are certain homeowner assistance alternatives that may be available to remedy the default status of your loan, including the following:

- Repayment plan – The mortgage company may consider one or more types of payment plans that will fit your budget and possibly bring your account current by the end of the plan.
- Loan Modification – This program adds the delinquent interest, taxes, and/or insurance payments to your unpaid balance. If you qualify, the mortgage company may be able to extend the repayment of the past due amounts over the remaining term of your loan.
- Partial Claim: If you are now able to make your normal monthly payment, this plan may be able to bring your account current by creating a second lien on your property for the amount that is delinquent.
- Pre-foreclosure sale – This option allows you to sell your home to avoid a potential Sheriff Sale and the derogatory credit rating that is associated with a Sheriff Sale.
- Deed-in-lieu of foreclosure – This is another foreclosure avoidance program that allows you to convey (transfer) your interest in the property to the lender or loan investor.

Please be advised that your receipt of this letter should not be considered as an approval of a workout of your loan. Until such time as you have received written confirmation from our office or Wells Fargo that your loan workout has been approved, the firm will continue proceeding with the foreclosure sale as scheduled.

Timing is critical, please contact us at 856-813-5500, extension 7520, Monday through Friday, 9:00 a.m. to 5:00 p.m., EST. When calling, please be prepared to discuss your ability to pay, your current contact information, the property condition, and the occupancy status.

Sincerely,

PHELAN HALLINAN & SCHMIEG, P.C.

NOTE: The Fair Debt Collection Practices Act requires us to notify you in the event your loan is in default. We will attempt to collect the debt, and information obtained will be used for that purpose. However, if you have received a discharge from bankruptcy, and the loan was not reaffirmed in the bankruptcy case, this firm will only exercise its rights against the property and is not attempting to collect the discharged debt from you personally.

3

Phelan Hallinan & Schmieg, PC

400 Fellowship Road, Suite 100

Mt. Laurel, NJ 08054

856-813-5500

Fax: 856-813-5532

Representing Lenders in
Pennsylvania and New Jersey

January 29, 2008

Reinstatement Quote

PHILLIP DEEGAN
1508 MAXIM SOUTHARD ROAD
HOWELL, NEW JERSEY 07731

Re: Phelan Hallinan & Schmieg, P.C. File No.: ASC-5478
Loan Number: 1328014643
Mortgagor: PHILLIP DEEGAN
Property: 1508 MAXIM SOUTHARD ROAD HOWELL NEW JERSEY 07731

Dear Mortgagor:

This letter is in response to your request for a reinstatement amount. As of January 29, 2008 the reinstatement amount owed is \$23,133.37. However, the amount that you owe, including legal fees and costs, may increase between the date of this letter and the date that you reinstate your loan. This is because additional steps may occur in the foreclosure process and additional amounts may become due. If you have previously received a discharge in a Chapter 7 bankruptcy, this correspondence is not, and should not be construed to be, an attempt to collect a debt from you personally, but is only being provided for informational purposes pursuant to a request made by you or your agent to better benefit you.

It is our understanding that you intend to reinstate the loan at a future date. If you pay by 2/21/08, we estimate that the reinstatement amount will be as follows:

Monthly Payments Due (including payment due on 2/1/08)	\$ 20,088.11
Late Charges	\$ 928.26
Escrow Balance	\$ 0.00
Property Inspections/BPO	\$ 30.00
Legal Fees and Costs through January 29, 2008	\$ 1,450.00
Anticipated Additional Legal Fees and Costs through 2/21/08	\$ 637.00
Unapplied Credit	\$ 0.00
Total Estimated Reinstatement Amount Due as of 2/21/08	\$ 23,133.37

Please note that this estimated reinstatement quote expires on 2/21/08.

If you want to reinstate your loan after 2/21/08, you must contact us for a new reinstatement amount. **Please be advised that the reinstatement amount is subject to final verification by the Note holder. You will be responsible to reimburse the Note holder if it pays other taxes, insurance or other miscellaneous expenses allowed by law.**

If you are moving or no longer live at the property, please provide us with a new address. If we receive legal fees and costs in excess of the amount you owe, they will be returned to you by mail.

There may be other options available to help you avoid foreclosure. You may contact your lender to discuss these options.

We will not accept personal checks. Please make your attorney trust check, title company check, certified check, bank order or money order payable to **AMERICAS SERVICING COMPANY** and mail or deliver the check directly to Phelan Hallinan & Schmieg, PC, 400 Fellowship Road, Suite 100, Mt. Laurel, NJ 08054, so that we receive it no later than 5:00 PM on 2/21/08.

Very truly yours,

Phelan Hallinan & Schmieg, PC
Nicole Duffy

PLEASE BE ADVISED THAT THIS OFFICE IS ATTEMPTING TO COLLECT A DEBT AND THAT ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

4

PHELAN HALLINAN & SCHMIEG, PC
Suite 100
400 Fellowship Road
Mt. Laurel, NJ 08054
856-813-5500
Fax: 856-813-5501

Rosemarie Diamond, Esquire
Managing Partner for New Jersey

Representing Lenders in
Pennsylvania and New Jersey

Date: April 27, 2008

PHILLIP DEEGAN AND DESIREE DEEGAN
1508 MAXIM SOUTHARD ROAD
HOWELL, NJ 07731

RE: **NOTICE PURSUANT TO SECTION 6 OF THE FAIR FORECLOSURE ACT**
DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR FFMLT 2006-FF13 vs. PHILLIP
DEEGAN, et al.
Docket No. F-4716-08
Mortgaged Premises: 1508 MAXIM SOUTHARD ROAD, HOWELL, NEW JERSEY 07731
Our File No. ASC-5478

You are hereby notified that DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR FFMLT 2006-FF13, the Plaintiff in the above captioned matter, is now ready to submit its proof to the Superior Court Foreclosure Unit for entry of a Final Judgment of Foreclosure, relating to the within matter.

You have ten (10) days after receipt of this Notice to notify this office of any reasonable likelihood that you will be able to provide payment necessary to cure the default within forty-five (45) days of the date of this Notice. The Notice must be sent by registered or certified mail, return receipt requested, to the following address:

PHELAN HALLINAN & SCHMIEG
(PHONE) 856-813-5500 (FAX) 856-813-5501
ATTN: REINSTATEMENT AND PAYOFF DEPARTMENT
400 Fellowship Road, Suite 100, Mt. Laurel, NJ 08054

Any requests regarding the amount necessary to cure the default can be directed to the above address and/or telephone number. In the event that you fail to notify this office within ten (10) days and tender sufficient sums to reinstate the mortgage within forty-five (45) days hereof, please note that a Final Judgment will be entered and the mortgaged premises ultimately will be listed for Sheriff's Sale and you will lose your right to cure the default.

The name and address of the lender are:

DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR FFMLT 2006-FF13
C/o AMERICAS SERVICING COMPANY
3476 STATEVIEW BLVD.
MAIL STOP X7801-02T
FORT MILL, SC 29715

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

Very truly yours,
PHELAN HALLINAN & SCHMIEG
Rosemarie Diamond
Rosemarie Diamond

via Certified Mail, return receipt requested and regular mail

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Gitty Halberstadt Tue May 13, 2008

Page:

PHONE MESSAGE

To: Gitty Halberstadt
Date: Friday, May 9, 2008
Time: 1:11 PM
Taken by Gitty Halberstadt, forwarded by Reuel Topas.
From: Kathy @ Phelan Hallan
Phone: 856-813-5500 x 7553
File: Deegan, Phillip - Deegan to Chopp

if you want to work out a pymnt plan call 866-248-5719 Loss mitigation. 1866 917 1877

Att.

Mrs. H: include on letter the following:

(F)

Loan Number (should be on statement)
Property Address
Signed and dated by Phil
Last 4 digits of ssn near signature

or if you are looking for a reinstatement call kathy at the above no.
she would need an authorization from client or ltr of representation before she can release figures to you . her fax no. is
856-813-5532

URGENT [] Please Call [X] Returned your call [] Will call again []

Will Fargo Home MORTGAGE ATT: LOSS MITIGATION
MAE x7801-03K
3476 STATEVIEW BLVD
FOLT MILL, SC. 29718

6

Ⓟ

Seegan Workout

20,000 ~~7/22/18~~ Certified file

3,872.95 8/21 reg check

" 9/21 "

" 10/21 "

Payment in Oct Foreclosure dismissed
Remaining amount will be put

Will into loan
change to fixed & whether interest up or
down
payment up or down
whether maturity stays same

800 662-3806

anyone who answer
Charadar

1



July 07, 2008

Phillip Deegan
1508 Maxim Southard Rd
Howell NJ 07731

Loan Number 1328014643 Client 106
Due Date: 10-01-07

Thank you for contacting us regarding your financial hardship on the loan mentioned above. Our goal is simple. We want to ensure that you have every opportunity to retain your home. Based on our telephone conversation and the financial information you provided, we would like to offer you a Special Forbearance Plan.

Currently, your loan is due for 10 installments, from October 01, 2007 through July 01, 2008. As agreed, you have promised to pay the amounts shown below by the dates indicated. Also enclosed are the terms and conditions of this forbearance. Please sign the enclosed agreement and return it with the first installment. This is not a waiver of the accrued or future payments that become due, but a period for you to determine how you will be able to resolve your financial hardship. Any payments received will be applied to the delinquent payments on the loan. During this Special Forbearance Agreement, payments are to be mailed to:

America's Servicing Company
Attn: MAC X7801-03K
3476 Stateview Blvd.
Fort Mill SC 29715

During this period, we are requesting that you maintain contact with our office in order to establish acceptable arrangements for bringing your loan current. If you need additional assistance, please call us at (800)662-3806, Mon - Fri 8am-6pm In Your Time Zone.

We are required by the Fair Debt Collection Practices Act to inform you that if your loan is currently delinquent or in default, as your loan servicer, we will be attempting to collect a debt, and any information obtained will be used for that purpose. However, if you have received a discharge, and the loan was not reaffirmed in the bankruptcy case, we will only exercise its right as against the property and is not attempting any act to collect the discharge debt from you personally.

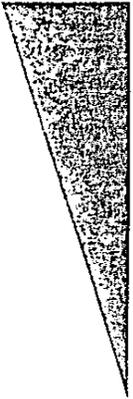
Sincerely,
Borrower Counseling Services

LM004 004 BRA

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Return Mail Operations
P.O. Box 10388
Des Moines, IA 50306-0388



July 10, 2008

029207 1 MB 0.369 5207/029207/006414 114 01 AC0231 AR001 106

Phillip Deegan
1508 Maxim Southard Rd
Howell NJ 07731-8694



Dear Phillip Deegan :

RE: Loan Number: 1328014643, Client 106

This notice is to inform you of upcoming changes to your adjustable rate mortgage loan interest rate and payment. The interest rate change date for your loan is August 01, 2008, with a new payment effective date of September 01, 2008. The next adjustment will occur in 6 months.

The principal and interest installment due on your loan will be adjusted from \$ 3,094.11 to \$ 3,190.23. This amount was calculated based on a remaining loan term of 336 months and a principal balance of \$ 390,815.77, which is the expected balance outstanding as of the payment change date. The new total payment (including escrow, if applicable) due on September 01, 2008 is \$ 3,969.07.

The index value used to determine the interest rate has changed from 0.00000% to 3.10875%. The current index value was published on 07-01-08. This is the selected index value for the index known as "6 MONTH LIBOR 1ST BUSINESS DAY (WALL ST. JOURNAL) ". Effective with your September 01, 2008 payment, your interest rate will be adjusted from 8.65000% to 9.00000%. This rate is the sum of 5.90000% (the margin) and the current index. This total may be different due to rounding and limitations (caps and floors) as specified in your Note.

If you have questions regarding this notice please contact our Customer Service Department at (800)842-7654, between the hours of Mon - Fri 8am-6pm In Your Time Zone.

AR001-025/CPI

9

REUEL E. TOPAS, ESQ.

Attorney at Law
1072 Madison Avenue
Lakewood, New Jersey 08701
Tel. (732) 370-9125
Fax (732) 370-9195
E-mail: rtopaslaw@aol.com

July 15, 2008

VIA OVERNIGHT MAIL

America's Servicing Company
ATTN: MAC X7801-03K
3476 Stateview Blvd.
Fort Mill, SC 29715

Re: Borrower: Philip Deegan
Property: 1508 Maxim Southard Road
Howell, NJ 07731
Loan Number: 1328014643
Docket Number: F-4716-08

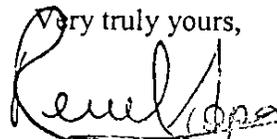
Dear Sir/Madam:

This office represents the interest of your borrower Philip Deegan with regard to the above. Enclosed please find Mr. Deegan's cashier check in the amount of \$20,000.00 representing the first payment under a Special Forbearance Agreement. I am also enclosing an original copy of the Special Forbearance Agreement with the borrower's original signature.

By way of clarification I wish to note that paragraph 5 has a misleading schedule of payments. Specifically, under paragraph 2 the agreement states "upon successful completion of the three regular payments as outlined in this plan, your loan will be reviewed for a loan modification, based on investor approval which will satisfy the remaining past due amount on your loan." In effect payment number five (5) under paragraph 5 is the anticipated remaining past due amount that will be outstanding as of November 21, 2008 rather than a fifth payment due under the plan. This understanding is consistent with both paragraph 2 as well as my numerous telephone conversations with several different individuals in your collections department. We are not attempting in any way to undermine the validity of the agreement or challenge its enforceability but merely to clarify that payment number five (5) is not in fact a required payment under the Special Forbearance Agreement.

It is my further understanding that the execution of this agreement and this initial payment will result in your immediate instructions to the attorneys handling the foreclosure action in New Jersey to suspend further activity pending my client's successful completion of the payments under the plan.

If any of my understandings stated in this letter are incorrect, please notify my office immediately so that I can advise my client accordingly.

Very truly yours,

Reuel E. Topas

RET/mr

Enc.

Cc: Mr. Deegan

Rosemaire Diamond c/o Phelan Hallinan & Schmieg (Your File ASC-5478)

CASHIER'S CHECK



PNC Bank, National Association
New Jersey

No. 1245982

55-760/312

DATE JULY 15, 2008

PAY TO THE ORDER OF AMERICAS SERVICING COMPANY
TWENTY THOUSAND AND 00/100

\$ 20,000.00

PHILIP G. DEEGAN

REMITTER

DOLLARS



PNC Bank, National Association

Philip G. Deegan

OFFICIAL SIGNATURE

⑈01245982⑈ ⑆031207607⑆ 8010001302⑈

SPECIAL FORBEARANCE AGREEMENT - TERMS AND CONDITIONS

1. Currently, your loan is due for 10 installments, from October 01, 2007 through July 01, 2008. The indebtedness of the referenced loan is in default and in consideration of extending forbearance for a period of time, it is necessary that you indicate your understanding and acceptance of the terms of the forbearance agreement by immediately signing and returning this agreement.
2. Payments must be made strictly in accordance with the enclosed payment schedule and forbearance agreement conditions. This plan is an agreement to temporarily accept reduced payments or maintain regular monthly payments during the plan specified below. Upon successful completion of the three regular payments as outlined in this plan, your loan will be reviewed for a Loan Modification, based on investor approval, which will satisfy the remaining past due amount on your loan.
3. The lender is under no obligation to enter into any further agreement, and this forbearance shall not constitute a waiver of the lender's right to insist upon strict performance in the future.
4. All of the provisions of the note and security instrument, except as herein provided, shall remain in full force and effect. Any breach of any provision of this agreement or non-compliance with this agreement, shall render the forbearance null and void, and at the option of the lender without further notice to you may terminate this agreement. The lender, at its option, may institute foreclosure proceedings according to the terms of the note and security instrument without regard to this agreement. In the event of foreclosure, you may incur additional expenses of attorney's fees and foreclosure costs.
5. Each payment must be remitted according to the schedule below.

PLAN	DATE	AMT	PLAN	DATE	AMT
01	07/22/08	20,000.00	02	08/21/08	3,872.95
03	09/21/08	3,872.95	04	10/21/08	3,872.95
05	11/21/08	27,259.91			
6. There is no "grace period" allowance in this agreement. All payments must be received on or before the agreed due date. If any payment is not received on or before the due date, the agreement will be void and the total delinquency, including fees, will be due immediately.
7. The total amount indicated on each payment of the payment schedule must be remitted. In the event the total amount due of each payment is not received, the Special Forbearance agreement will be rendered null and void.

By signing this Agreement I hereby consent to being contacted concerning this loan at any cellular or mobile telephone number I may have. This includes text messages, at no cost to me, and telephone calls including the use of automated dialing systems to contact my cellular or mobile telephone.

[Signature] 7/12/08
Mortgagor Date

Co-mortgagor Date



Shipment Receipt

Transaction Date: 15 Jul 2008
 Tracking Number: 1Z9V85090194721400

Address Information		
Ship To: AMERICA'S SERVICING COMPANY MAC X7801-03K 3476 STATEVIEW BLVD FORT MILL SC 29715-7203	Ship From: TOPAS LAW OFFICE 1072 MADISON AVENUE LAKEWOOD NJ 08701 Telephone: 7323709125	Return Address: TOPAS LAW OFFICE 1072 MADISON AVENUE LAKEWOOD NJ 08701 Telephone: 7323709125

Package Information			
Weight	Dimensions / Packaging	Declared Value	Reference Numbers
1. Letter	UPS Letter		

UPS Shipping Service and Shipping Options	
Service: UPS Next Day Air	
Guaranteed By:¹ 10:30 A.M. Wednesday, 7/16/2008	
Shipping Fees Subtotal:	24.78 USD
Transportation	18.70 USD
Fuel Surcharge	6.08 USD

Payment Information	
Bill Shipping Charges to:	Shipper's Account 9V8509
Total Charged:	24.78 USD

Note: Your invoice may vary from the displayed reference rates.

¹ * For delivery and guarantee information, see the UPS Service Guide. To speak to a customer service representative, call 1-800-PICK-UPS for domestic services and 1-800-782-7892 for international services.

Responsibility for Loss or Damage

Unless a greater value is recorded in the declared value field as appropriate for the UPS shipping system used, the shipper agrees that the released value of each package covered by this receipt is no greater than \$100, which is a reasonable value under the circumstances surrounding the transportation. If additional protection is desired, a shipper may increase UPS's limit of liability by declaring a higher value and paying an additional charge. UPS does not accept for transportation and shipper's requesting service through the Internet are prohibited from shipping packages with a value of more than \$50,000. The maximum liability per package assumed by UPS shall not exceed \$50,000, regardless of value in excess of the maximum. Claims not made within nine months after delivery of the package (sixty days for international shipments), or in the case of failure to make delivery, nine months after a reasonable time for delivery has elapsed (sixty days for international shipments), shall be deemed waived. The entry of a C.O.D. amount is not a declaration of value for carriage purposes. All checks or other negotiable instruments tendered in payment of C.O.D. will be accepted by UPS at shipper's risk. UPS shall not be liable for any special, incidental, or consequential damages. All shipments are subject to the terms and conditions contained in the UPS Tariff and the UPS Terms and Conditions of Service, which can be found at www.ups.com.

10

REUEL E. TOPAS, ESQ.

Attorney at Law
1072 Madison Avenue
Lakewood, New Jersey 08701
Tel. (732) 370-9125
Fax (732) 370-9195
E-mail: rtopaslaw@aol.com

July 19, 2008

VIA FAX 866-917-1877 AND CERTIFIED MAIL R.R.R.

WELLS FARGO HOME MORTGAGE
ATT: LOSS MITIGATION DEPARTMENT
MAC X7801-03K
3476 Stateview Blvd.
Fort Mill, SC 29715

Re: Borrower: Philip Deegan
Property: 1508 Maxim Southard Road
Howell, NJ 07731
Loan Number: 1328014643

Dear Sir/Madam:

This office represents the interest of your borrower Philip Deegan with regard to the above captioned matter. Enclosed is a copy of my letter dated July 15, 2008 which contained the first payment due under a Special Forbearance Agreement executed by my client.

ter regarding the schedule of

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.	A. Signature <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee <i>Faustin Kalonji</i>	
Article Addressed to: WELLS FARGO Home MORTGAGE AT: LOSS MITIGATION AC: X7801-03K 476 STATEVIEW BLVD FORT MILL, SC 29715	B. Received by (Printed Name) <i>Kalonji</i>	C. Date of Delivery
Article Number Transfer from service label	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
Form 3811, February 2004	3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D. 4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
7006 2760 0003 7422 2536		
Domestic Return Receipt 102595-02-M-1540		

TRANSMISSION VERIFICATION REPORT

TIME : 07/18/2008 12:19
NAME : REUELETOPASLLC
FAX : 7323709195
TEL : 7323709125
SER.# : BRDH4J824234

DATE, TIME	07/18 12:18
FAX NO./NAME	18669171877
DURATION	00:01:05
PAGE(S)	04
RESULT	OK
MODE	STANDARD ECM

REUEL E. TOPAS, ESQ.

Attorney at Law
1072 Madison Avenue
Lakewood, New Jersey 08701
Tel. (732) 370-9125
Fax (732) 370-9195
E-mail: rtopaslaw@aol.com

July 19, 2008

VIA FAX 866-917-1877 AND CERTIFIED MAIL R.R.R.

WELLS FARGO HOME MORTGAGE
ATT: LOSS MITIGATION DEPARTMENT
MAC X7801-03K
3476 Stateview Blvd.
Fort Mill, SC 29715

Re: Borrower: Philip Deegan
Property: 1508 Maxim Southard Road
Howell, NJ 07731
Loan Number: 1328014643

Dear Sir/Madam:

This office represents the interest of your borrower Philip Deegan with regard to the above captioned matter. Enclosed is a copy of my letter dated July 15, 2008 which contained the first payment due under a Special Forbearance Agreement executed by my client.

11



Return Mail Operations
 P.O. Box 10388
 Des Moines, IA 50306-0388



August 26, 2008

011321 1 MB 0.369 3321011321005115 049 01 AC0251 LC178 106

Phillip Deegan
 1508 Maxim Southard Rd
 Howell NJ 07731-8694



Dear Phillip Deegan :

RE: Loan Number 1328014643

Client 106

After reviewing the information you provided, we must advise you your request for Repayment Agreement has been denied for the following reason:

You have failed to adhere to the agreed upon terms of the forbearance plan. Borrower did not pay the scheduled repayment plan payment. There may be alternative options available based on agency or investor guidelines and approval.

At this time there are no workout options available to you based on your current financial information provided to us.

If you would like to be reconsidered for workout options, please call us at (866) 248-5719. For additional assistance, you may also call Consumer Credit Counseling Services at (800) 569-4287.

Sincerely,

America's Servicing Company

America's Servicing Company is required by the Fair Debt Collection Practices Act to inform you that if your loan is currently delinquent or in default, as your loan servicer, we will be attempting to collect a debt, and any information obtained will be used for that purpose. However, if you have received a discharge, and the loan was not reaffirmed in the bankruptcy case, America's Servicing Company will only exercise its right as against the property and is not attempting any act to collect the discharge debt from you personally.

12



August 27, 2008

Phillip Deegan
1508 Maxim Southard Rd
Howell NJ 07731

RE: Loan Number 1328014643

Client 106

Dear Phillip Deegan :

Enclosed are the following negotiable items which are being returned as the funds do not represent the total amount due to reinstate the account. As of this date, there are no written arrangements agreeing to accept the enclosed funds.

(x) Personal Check
Returned funds, broken plan

Check Number(s): 1122
Amount(s): \$ 3900.00

If we can be of further assistance, please call us at (800) 662-3806, Monday through Friday, 8 AM to 11 PM, or Saturday, 9 AM to 3 PM, Eastern Time.

Sincerely,

America's Servicing Company

Enclosure
LC162/XT4

America's Servicing Company is required by the Fair Debt Collection Practices Act to inform you that if your loan is currently delinquent or in default, as your loan servicer, we will be attempting to collect your information obtained will be used for that purpose. Security enhanced document. See back for details.

EAST COAST BUILDING & DEVELOPMENT INC
1508 MAXIM SOUTHARD RD
HOWELL NJ 07731

1122

PAY TO THE ORDER OF

AMERICAS SERVICING COMPANY

DATE

8/25/08

55-780/0312
827

THREE THOUSAND NINE HUNDRED

\$ 3,900

DOLLARS

PNC BANK

PNC Bank, N.A. 060
New Jersey

FOR LOAN # 1328014643/106

Handwritten signature: [Signature]

13



September 03, 2008

Phillip Deegan
1508 Maxim Southard Rd
Howell NJ 07731

RE: Loan Number 1328014643

Client 106

Dear Phillip Deegan :

Thank you for your interest in our Borrower Counseling Program. By expressing your interest to work with us, you have taken the first step in resolving your current situation. Once we receive and begin processing your application and the documents we requested, some of the options that may become available to you include:

- * Repayment Plan--We can consider a payment plan that will fit your budget and possibly bring your account current by the end of the plan.
- * Loan Modification--This program adds the delinquent interest, taxes, and/or insurance payments to your unpaid balance if applicable. If you qualify, we may be able to extend the repayment of the past due amounts over the remaining term of your loan.
- * Pre-Foreclosure Sale--This option, also known as a short sale, allows you to sell your home based on its current market value to avoid a potential foreclosure and the negative credit rating that is associated with this action.
- * Deed in Lieu of Foreclosure--This is another foreclosure avoidance program that allows you to convey (transfer) your interest in the property to the lender or to the loan investor.

An application to participate in our program is attached and must be returned by 09-18-08. It is extremely important that the financial information you provide is complete and as accurate as possible to avoid delays in processing.

Page 2
Loan Number 1328014643

Don't delay - give us a chance to evaluate your situation and recommend an appropriate course of action. You may also wish to seek assistance through a community-based, non-profit Consumer Credit Counseling Agency. To contact a local office, call (800) 857-3092.

It is urgent for you to respond immediately as we cannot delay potential legal action to collect the balance of your loan which may include foreclosure. If you are in a position to bring your account current without our assistance, please call us at (800)662-3806, Mon - Fri 8am-6pm In Your Time Zone.

Please return your package to:

America's Servicing Company
3476 Stateview Blvd.
Fort Mill SC 29715

Sincerely,

Borrower Counseling Services

NOTE: The Fair Debt Collection Practices Act requires us to notify you that in the event your loan is in default, we will attempt to collect the debt, and any information obtained will be used for that purpose. If you have received a discharge as a result of a bankruptcy proceeding, and the loan was not reaffirmed in the bankruptcy case, we will only exercise our rights as against the property and not as attempting any act to collect the discharge debt from you personally.

LB114, 014, VQS, Conventional

043



FINANCIAL WORKSHEET

Date: September 03, 2008

Loan Number: 106-1328014643

Mortgagor : Phillip Deegan

*** VERIFY AND/OR UPDATE INFORMATION LISTED BELOW IN ITEMS A - F ***

A.) VERIFY HOW MANY INDIVIDUALS

LIVE IN YOUR HOME: CURRENT: 3 BORROWER UPDATE(S):

B.) VERIFY CURRENT

MONTHLY INCOME: BORROWER INCOME: BORROWER UPDATE(S): CO-BRWR INCOME: CO-BRWR UPDATE(S):

Net Salary/Wages: \$ 6,600.00 \$ \$.00 \$
 Other Income: \$ 639.00 \$ \$.00 \$

(EXAMPLE(S): Commission/Disability/
 Social Security/Child Support/Alimony/
 Rental Property/Rent from Roommate)

C.) VERIFY CURRENT MONTHLY EXPENSES:

	MONTHLY PAYMENT:	BORROWER UPDATE(S) <u> </u>
1) Existing Mortgage Payment	\$ 3,872.95	\$ <u> </u>
2) Other Mortgage Loans	\$.00	\$ <u> </u>
3) Installment/Car/Boat/RV/Loans:	\$.00	\$ <u> </u>
4) Credit Cards (examples below) Visa/MC/Discover or Store	\$.00	\$ <u> </u>
5) Lines of Credit (example below) credit line/home equity line	\$.00	\$ <u> </u>
6) Charge Off Accounts: (accounts written off by lender)	\$.00	\$ <u> </u>
7) Other credit accounts	\$.00	\$ <u> </u>
8) Credit Accounts that are past due for more than 5 months	\$.00	\$ <u> </u>
9) Food	\$ 500.00	\$ <u> </u>
10) Utilities	\$ 620.00	\$ <u> </u>
11) Transportation	\$ 100.00	\$ <u> </u>
12) Child Care/Alimony	\$.00	\$ <u> </u>
13) Personal/Family Loan &/or Tuition	\$.00	\$ <u> </u>
14) Medical expenses not covered by insur	\$.00	\$ <u> </u>
15) Cell Phone/Cable/Internet/Satellite	\$.00	\$ <u> </u>
16) Association Fees or Monthly Dues	\$.00	\$ <u> </u>
17) Dry Cleaning/Laundry:Uniforms/Clothing	\$ 200.00	\$ <u> </u>

***List the total amount paid for Taxes and Insurance if non-escrowed on a monthly basis

\$

043

Date/Time:

To: WFHM

From: Phillip Deegan

Fax Number: (866) 359-7363

Fax Number: _____

Phone Number: (800) 416-1472

Phone Number: _____

RE: Client 106 Loan Number 1328014643

Subject: _____

This facsimile transmission is confidential and may be privileged. It is intended for the use of the addressee only. If you are not the addressee or a person responsible for delivering this transmission to the addressee, do not use this transmission in any way, but promptly contact the sender by telephone or reply email and destroy all copies of the original message.

043

Date: _____

Loan #: _____

Borrower: _____ Last 4 Digits Social Security Number _____

Borrower: _____ Last 4 Digits Social Security Number _____

Please verify your home phone number: _____

Please provide your work phone numbers: _____

INSTRUCTIONS:

- Complete, sign, and date the form and return it to us
- Include a copy of your most recent pay stubs or proof of income for all individuals signed on the loan. If self-employed, include a copy of your last year's Federal Tax Return with all attachments.

I. MONTHLY INCOME DATE

	Borrower	Co-Borrower	Total
Salary/Wages	_____	_____	_____
Commission/Bonuses	_____	_____	_____
Disability/Soc Sec	_____	_____	_____
Child Supp/Alimony	_____	_____	_____
Rental Income	_____	_____	_____
Other (Identify)	_____	_____	_____
Total Income	_____	_____	_____

II. EXPENSES

	Monthly Payment	Balance Due
Mortgages	_____	_____
Other Mort/Rent	_____	_____
Alimony/Child Support	_____	_____
Child Care	_____	_____
Car Payment	_____	_____
Car Payment	_____	_____
Utilities	_____	_____
Car Insurance/Fuel	_____	_____
Student Loans	_____	_____
Credit Cards	_____	_____
Personal Loans	_____	_____
Groceries	_____	_____
Carole	_____	_____
Cell Phone	_____	_____
Taxes/Insurance	_____	_____
Medical Expenses	_____	_____

Estimated Value of Home _____
 Other Real Estate _____
 Automobile _____
 Automobile _____
 401k/ESOP Accounts _____
 Stocks/Bonds/CD's _____
 Other Investments (Explain) _____

Please explain your hardship or reason for needing assistance.
 (You may use the back of this form, if necessary.)

I/We certify the financial information stated above is true and is an accurate statement of my/our financial condition. I/We understand and acknowledge any action taken by the lender of my/our mortgage loan on my/our behalf will be made in strict reliance on the financial information provided. My/Our signature(s) below grants the holder of my/our mortgage the authority to obtain a credit report to verify the information in this financial worksheet to be accurate.

By _____ Date _____
 By _____ Date _____

Please send to:

America's Servicing Company
 3476 Stateview Blvd.
 Fort Mill, SC 29715

Or fax to:

Loss Mitigation
 1-866-590-8910

14



September 08, 2008

Phillip Deegan
1508 Maxim Southard Rd
Howell NJ 07731

Loan Number 1328014643 Client 106
Due Date: 02-01-08

Thank you for contacting us regarding your financial hardship on the loan mentioned above. Our goal is simple. We want to ensure that you have every opportunity to retain your home. Based on our telephone conversation and the financial information you provided, we would like to offer you a Special Forbearance Plan.

Currently, your loan is due for 8 installments, from February 01, 2008 through September 01, 2008. As agreed, you have promised to pay the amounts shown below by the dates indicated. Also enclosed are the terms and conditions of this forbearance. Please sign the enclosed agreement and return it with the first installment. This is not a waiver of the accrued or future payments that become due, but a period for you to determine how you will be able to resolve your financial hardship. Any payments received will be applied to the delinquent payments on the loan. During this Special Forbearance Agreement, payments are to be mailed to:

America's Servicing Company
Attn: MAC X7801-03K
3476 Stateview Blvd.
Fort Mill SC 29715.

During this period, we are requesting that you maintain contact with our office in order to establish acceptable arrangements for bringing your loan current. If you need additional assistance, please call us at (800)662-3806, Mon - Fri 8am-6pm In Your Time Zone.

We are required by the Fair Debt Collection Practices Act to inform you that if your loan is currently delinquent or in default, as your loan servicer, we will be attempting to collect a debt, and any information obtained will be used for that purpose. However, if you have received a discharge, and the loan was not reaffirmed in the bankruptcy case, we will only exercise its right as against the property and is not attempting any act to collect the discharge debt from you personally.

Sincerely,
Borrower Counseling Services

LM004 006 N80

15

REUEL E. TOPAS, ESQ.

Attorney at Law
1072 Madison Avenue
Lakewood, New Jersey 08701
Tel. (732) 370-9125
Fax (732) 370-9195
E-mail: rtopaslaw@aol.com

September 16, 2008

VIA OVERNIGHT MAIL

America's Servicing Company
ATTN: MAC X7801-03K
3476 Stateview Blvd.
Fort Mill, SC 29715

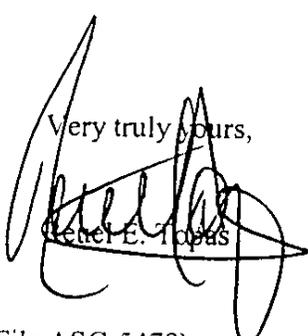
Re: Borrower: Philip Deegan
Property: 1508 Maxim Southard Road
Howell, NJ 07731
Loan Number: 1328014643
Docket Number: F-4716-08

Dear Sir/Madam:

This office represents the interest of your borrower Philip Deegan with regard to the above. Enclosed please find Mr. Deegan's cashier check in the amount of \$3,952.00 representing payment for September pursuant to our new payment plan.

Thank you for your attention to the above.

Very truly yours,


Reuel E. Topas

RET/gh

Enc.

Cc: Mr. Deegan

Rosemaire Diamond c/o Phelan Hallinan & Schmieg (Your File ASC-5478)

CASHIER'S CHECK



No. 1288698

PNC Bank, National Association
New Jersey

55-760/312

DATE SEPTEMBER 19 2008

PAY TO THE ORDER OF AMERICAS SERVICING COMPANY

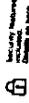
\$ 3,952.00

THREE THOUSAND NINE HUNDRED FIFTY TWO AND 00/100 *****

DOLLARS

PHILIP DEEGAN

REMITTER



PNC Bank, National Association

Philip Deegan
OFFICIAL SIGNATURE

⑈0 1288698⑈ ⑆03 1207607⑆ 8010001302⑈

TRANSMISSION VERIFICATION REPORT

TIME : 09/17/2008 10:54
NAME : REUELETOPASLLC
FAX : 7323709195
TEL : 7323709125
SER. # : BROH4J824234

DATE, TIME	09/17 10:54
FAX NO./NAME	18568135501
DURATION	00:00:13
PAGE(S)	01
RESULT	OK
MODE	STANDARD ECM

REUEL E. TOPAS, ESQ.

Attorney at Law
1072 Madison Avenue
Lakewood, New Jersey 08701
Tel. (732) 370-9125
Fax (732) 370-9195
E-mail: rtopaslaw@aol.com

September 16, 2008

VIA OVERNIGHT MAIL

America's Servicing Company
ATTN: MAC X7801-03K
3476 Stateview Blvd.
Fort Mill, SC 29715

Re: Borrower: Philip Deegan
Property: 1508 Maxim Southard Road
Howell, NJ 07731
Loan Number: 1328014643
Docket Number: F-4716-08

Dear Sir/Madam:

This office represents the interest of your borrower Philip Deegan with regard to the above. Enclosed please find Mr. Deegan's cashier check in the amount of \$3,952.00 representing payment for September pursuant to our new payment plan.



Shipment Receipt

Transaction Date: 16 Sep 2008
Tracking Number: 1Z9V85090195828679

Address Information

Ship To: America's Servicing Company MAC X7801-03K 3476 Stateview Blvd FORT MILL SC 29715-7203	Ship From: Topas Law Office 1072 Madison Avenue LAKEWOOD NJ 08701 Telephone: 732 370 9125	Return Address: Topas Law Office 1072 Madison Avenue LAKEWOOD NJ 08701 Telephone: 732 370 9125
---	--	---

Package Information

Weight	Dimensions / Packaging	Declared Value	Reference Numbers
1. Letter	UPS Letter		{Reference#1 - Topas} {Reference#2 - Topas}

UPS Shipping Service and Shipping Options

Service:
UPS Next Day Air
Guaranteed By:¹
10:30 A.M. Wednesday, 9/17/2008

Shipping Fees Subtotal:	25.15 USD
Transportation	18.70 USD
Fuel Surcharge	6.45 USD

Payment Information

Bill Shipping Charges to: Shipper's Account 9V8509

Total Charged: **25.15 USD**

Note: Your invoice may vary from the displayed reference rates.

¹ * For delivery and guarantee information, see the UPS Service Guide. To speak to a customer service representative, call 1-800-PICK-UPS for domestic services and 1-800-782-7892 for international services.

Responsibility for Loss or Damage

Unless a greater value is recorded in the declared value field as appropriate for the UPS shipping system used, the shipper agrees that the released value of each package covered by this receipt is no greater than \$100, which is a reasonable value under the circumstances surrounding the transportation. If additional protection is desired, a shipper may increase UPS's limit of liability by declaring a higher value and paying an additional charge. UPS does not accept for transportation and shipper's requesting service through the Internet are prohibited from shipping packages with a value of more than \$50,000. The maximum liability per package assumed by UPS shall not exceed \$50,000, regardless of value in excess of the maximum. Claims not made within nine months after delivery of the package (sixty days for international shipments), or in the case of failure to make delivery, nine months after a reasonable time for delivery has elapsed (sixty days for international shipments), shall be deemed waived. The entry of a C.O.D. amount is not a declaration of value for carriage purposes. All checks or other negotiable instruments tendered in payment of C.O.D. will be accepted by UPS at shipper's risk. UPS shall not be liable for any special, incidental, or consequential damages. All shipments are subject to the terms and conditions contained in the UPS Tariff and the UPS Terms and Conditions of Service, which can be found at www.ups.com.

16

REUEL E. TOPAS, ESQ.

Attorney at Law
1072 Madison Avenue
Lakewood, New Jersey 08701
Tel. (732) 370-9125
Fax (732) 370-9195
E-mail: rtopaslaw@aol.com

October 20, 2008

VIA OVERNIGHT MAIL

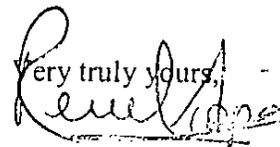
America's Servicing Company
ATTN: MAC X7801-03K
3476 Stateview Blvd.
Fort Mill, SC 29715

Re: Borrower: Philip Deegan
Property: 1508 Maxim Southard Road
Howell, NJ 07731
Loan Number: 1328014643
Docket Number: F-4716-08

Dear Sir/Madam:

This office represents the interest of your borrower Philip Deegan with regard to the above. Enclosed please find Mr. Deegan's check in the amount of \$4,300.00 representing payment for October pursuant to our new payment plan. The precise monthly payment amount is \$4,226.61. Please apply the difference of \$73.39 to the balance on account.

Thank you for your attention to the above.

Very truly yours,

Reuel E. Topas

RET/gh
Enc.
Cc: Mr. Deegan

**EAST COAST BUILDING &
DEVELOPMENT INC**
1508 MAXIM SOUTHARD RD
HOWELL NJ 07731

1138

DATE 10-20-08

55-780/0312
827

PAY
TO THE
ORDER OF

AMERICAS SERVICING COMPANY

\$ 4300

FOUR THOUSAND THREE HUNDRED

NO/100

DOLLARS

PNC BANK

PNC Bank, N.A. 060
New Jersey

FOR

1328014643

Philip G. [Signature]

⑈001138⑈ ⑆031207607⑆ 8033532552⑈

GUARDIAN SAFETY



Shipment Receipt

Transaction Date: 20 Oct 2008
Tracking Number: 1Z9V85090198411194

Address Information		
Ship To: America's Servicing Company MAC X7801-03K 3476 Stateview Blvd FORT MILL SC 29715-7203	Ship From: Topas Law Office 1072 Madison Avenue LAKEWOOD NJ 08701 Telephone: 732 370 9125	Return Address: Topas Law Office 1072 Madison Avenue LAKEWOOD NJ 08701 Telephone: 732 370 9125

Package Information			
Weight	Dimensions / Packaging	Declared Value	Reference Numbers
1. Letter	UPS Letter		{Reference#1 - Topas} {Reference#2 - Topas}

UPS Shipping Service and Shipping Options	
Service: UPS Next Day Air	
Guaranteed By:¹ 10:30 A.M. Tuesday, 10/21/2008	
Shipping Fees Subtotal:	23.75 USD
Transportation	18.70 USD
Fuel Surcharge	5.05 USD
Payment Information	
Bill Shipping Charges to:	Shipper's Account 9V8509
Total Charged:	23.75 USD

Note: Your invoice may vary from the displayed reference rates.

¹ * For delivery and guarantee information, see the [UPS Service Guide](#). To speak to a customer service representative, call 1-800-PICK-UPS for domestic services and 1-800-782-7892 for international services.

Responsibility for Loss or Damage

Unless a greater value is recorded in the declared value field as appropriate for the UPS shipping system used, the shipper agrees that the released value of each package covered by this receipt is no greater than \$100, which is a reasonable value under the circumstances surrounding the transportation. If additional protection is desired, a shipper may increase UPS's limit of liability by declaring a higher value and paying an additional charge. UPS does not accept for transportation and shipper's requesting service through the Internet are prohibited from shipping packages with a value of more than \$50,000. The maximum liability per package assumed by UPS shall not exceed \$50,000, regardless of value in excess of the maximum. Claims not made within nine months after delivery of the package (sixty days for international shipments), or in the case of failure to make delivery, nine months after a reasonable time for delivery has elapsed (sixty days for international shipments), shall be deemed waived. The entry of a C.O.D. amount is not a declaration of value for carriage purposes. All checks or other negotiable instruments tendered in payment of C.O.D. will be accepted by UPS at shipper's risk. UPS shall not be liable for any special, incidental, or consequential damages. All shipments are subject to the terms and conditions contained in the UPS Tariff and the UPS Terms and Conditions of Service, which can be found at www.ups.com.

17

REUEL E. TOPAS, ESQ.

Attorney at Law
1072 Madison Avenue
Lakewood, New Jersey 08701
Tel. (732) 370-9125
Fax (732) 370-9195
E-mail: rtopaslaw@aol.com

November 18, 2008

VIA OVERNIGHT MAIL

America's Servicing Company
ATTN: MAC X7801-03K
3476 Stateview Blvd.
Fort Mill, SC 29715

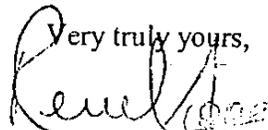
Re: Borrower: Philip Deegan
Property: 1508 Maxim Southard Road
Howell, NJ 07731
Loan Number: 1328014643
Docket Number: F-4716-08

Dear Sir/Madam:

This office represents the interest of your borrower Philip Deegan with regard to the above. Enclosed please find Mr. Deegan's check in the amount of \$4,226.61 representing payment for November pursuant to our new payment plan.

Thank you for your attention to the above.

RET/gh
Enc.
Cc: Mr. Deegan

Very truly yours,

Reuel E. Topas

1148

55-750 (03/12
207)

DATE 11-18-08

\$ 7220 00/100

DOLLARS

**EAST COAST BUILDING &
DEVELOPMENT INC**
1508 MAXIM SOUTHARD RD
HOWELL, NJ 07731

Americas Sewing Company

From Husband To Americas Sewing Co

PNC BANK
PNC Bank, N.A. 060
New Jersey

[Signature]

FOR

⑆0001148⑆ ⑆031207607⑆ 8033532552⑆

ON VENDOR'S CHECKS, DEPOSIT WITHIN 90 DAYS OF DATE OF DEPOSIT

PAY TO THE ORDER OF

GUARANTY & SAFETY

18

1/8/09 Jennie

Special forbearance

Now reviewing it for modification
Now in a negotiator

Doesn't have to make payments
Can make payments if they will
be applied to principal bal.

\$3,722.95

30-60 days

Fax to ~~request~~ auth. to contact me
to negotiate
866-917-1877

19



Return Mail Operations
 P.O. Box 10388
 Des Moines, IA 50306-0388



January 12, 2009

028650 1 AT 0.346 4650029650/008163 091 01 AC02KN AR001 106

Phillip Deegan
 1508 Maxim Southard Rd
 Howell NJ 07731-8694



Dear Phillip Deegan :

RE: Loan Number: 1328014643, Client 106

This notice is to inform you of upcoming changes to your adjustable rate mortgage loan interest rate and payment. The interest rate change date for your loan is February 01, 2009, with a new payment effective date of March 01, 2009. The next adjustment will occur in 6 months.

The principal and interest installment due on your loan will be adjusted from \$ 3,190.23 to \$ 3,094.97. This amount was calculated based on a remaining loan term of 330 months and a principal balance of \$ 389,231.65, which is the expected balance outstanding as of the payment change date. The new total payment (including escrow, if applicable) due on March 01, 2009 is \$ 3,719.09.

The index value used to determine the interest rate has changed from 3.10875% to 1.75000%. The current index value was published on 01-02-09. This is the selected index value for the index known as "6 MONTH LIBOR 1ST BUSINESS DAY (WALL ST. JOURNAL) ". Effective with your March 01, 2009 payment, your interest rate will be adjusted from 9.00000% to 8.65000%. This rate is the sum of 5.90000% (the margin) and the current index. This total may be different due to rounding and limitations (caps and floors) as specified in your Note.

If you have questions regarding this notice please contact our Customer Service Department at (800)842-7654, between the hours of Mon - Fri 8am-6pm In Your Time Zone.

AR001-025/CPI

20

Phillip Deegan
1508 Maxim Southard Road
Howell, NJ 07731

January 14, 2009

VIA FACSIMILE: 866-917-1877

America's Servicing Company
MAC X3802-035
8480 Stagecoach Circle
Frederick, MD 21701

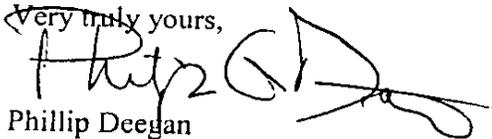
RE: Phillip Deegan
Loan Number 1328014643

Dear Sir or Madam:

I am the borrower in regard to the above captioned matter. Please accept this letter as my authorization for Reuel E. Topas, Esquire to receive communication from your company regarding my loan workout. I am currently under a special forbearance plan and have completed the initial payments scheduled. It is my understanding that the file is now being reviewed by a negotiator and that a proposal for some form of loan modification will be forwarded by the negotiator within the next 30 - 60 days. Please have that information forwarded to Mr. Topas at his office, 1072 Madison Avenue, Lakewood, New Jersey 08701. Please have any phone calls addressed to his office at 732-370-9125. You may use his email address rtopaslaw@aol.com as well to expedite any correspondence.

Thank you for your attention to the above.

Very truly yours,


Phillip Deegan

866 FAX for address
453 6315- Chang

TRANSMISSION VERIFICATION REPORT

TIME : 01/20/2009 14:10
NAME : REUELETOPASLLC
FAX : 7323709195
TEL : 7323709125
SER. # : BROH4J824234

DATE, TIME	01/20 14:09
FAX NO./NAME	18669171877
DURATION	00:00:17
PAGE(S)	01
RESULT	OK
MODE	STANDARD ECM

Phillip Deegan
1508 Maxim Southard Road
Howell, NJ 07731

January 14, 2009

VIA FACSIMILE: 866-917-1877

America's Servicing Company
MAC X3802-035
8480 Stagecoach Circle
Frederick, MD 21701

RE: Phillip Deegan
Loan Number 1328014643

Dear Sir or Madam:

I am the borrower in regard to the above captioned matter. Please accept this letter as my authorization for Reuel E. Topas, Esquire to receive communication from your company regarding my loan workout. I am currently under a special forbearance plan and have completed the initial payments scheduled. It is my understanding that the file is now being reviewed by a negotiator and that a proposal for some form of loan modification will be forwarded by the negotiator within the next 30 - 60 days. Please have that information forwarded to Mr. Topas at his office, 1072 Madison Avenue, Lakewood, New Jersey 08701. Please have any phone calls addressed to his office at 732-370-9125. You may use his email address rtopaslaw@aol.com as well to expedite any correspondence.

Thank you for your attention to the above

21



January 22, 2009

Phillip Deegan
1508 Maxim Southard Rd
Howell NJ 07731

RE: Loan Number 1328014643

Client 106

Dear Phillip Deegan :

This letter will confirm the formal approval of a loan modification/restructure of your mortgage loan. To facilitate this transaction, it was mutually agreed that a contribution of \$4,159.10 would be required, which will be applied toward the accrued delinquency.

Please sign the enclosed loan modification agreement and return it, along with any payment(s) and/or contribution due as reflected in the terms of this letter. If a Truth in Lending Statement is enclosed with your modification agreement, please sign and return all items and contribution as disclosure of your interest rate being raised through this modification.

The terms of your modification/restructure are outlined below:

1. Due date of first payment: 04/01/2009
2. New principal and interest payment amount: \$3,086.61
3. *Required escrow payment based on previous analysis: \$637.63
4. Estimated new net payment: \$3,724.24
5. Modified maturity date: 08/01/2036
6. **Interest rate: 7.650%

*(Your Escrow shortage may not be fully included in the modification terms, payment may be subject to an additional increase in the future. The Escrow Department will reanalyze your loan after the terms of the modification are met and you will receive notice regarding any additional increase.)

** (Step rate changes, if applicable, will be reflected in the terms of the loan modification agreement. The interest rate and payment the borrower will pay may change in accordance with the note.)

This proposal is valid for five (5) days from the date of this letter. Therefore, it is imperative the modification agreement(s) be executed and returned in the enclosed, self-addressed, prepaid, express mail envelope. Please note, although approved, the normal servicing process will continue uninterrupted, unless advised otherwise. If you are currently protected under a bankruptcy, this approval is contingent upon your continuing to keep your post-petition mortgage payments current, as well as consent to an order lifting the automatic stay or the voluntary dismissal of your case.

LC374/E2X

Page 2

Loan Number 106/1328014643

Please note that the final paragraph of the modification agreement entitled "CORRECTION AGREEMENT" gives us permission to correct any typographical errors in the modification. You do not have to agree to this portion of the contract in order to enter into the modification. However, if you do, please initial where indicated. Please note that the Correction Agreement does not permit us to change any material terms such as interest rate, modification balance, or monthly payment amount. If we can be of further assistance, please call us at (800)662-3806, Mon - Fri 8am-6pm In Your Time Zone.

Sincerely,

America's Servicing Company

LC374/E2X

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 right as against the property.

043

22



Return Mail Operations
 P.O. Box 10388
 Des Moines, IA 50306-0388



March 17, 2009

044986 1 MB 0.369 #986/044986/008783 176 01 AC0259 DF047 106

Phillip Deegan
 1508 Maxim Southard Rd
 Howell NJ 07731-8694



Dear Phillip Deegan :

RE: Loan Number 1328014643, Client 106

Thank you for your recent call. During our conversation, you asked that America's Servicing Company discontinue all future contact by telephone. To honor your request means we will not contact you in the future when new options are available to you for your loan.

We are happy to fulfill your request to discontinue telephone contact with you. To fulfill your request we need you to review and sign the brief statement at the bottom of this letter and return it to the address below. We will keep your signed notice on record with your loan file information. Once we receive your signed statement, we will discontinue contact with you via telephone; however, you will continue to receive monthly statements and any letters required by law. If we do not receive your signed request, you will continue to receive telephone communication.

America's Servicing Company
 Attn: Correspondence
 PO BOX 10328
 Des Moines, IA 50306-0335
 Or fax to: (866) 453-6315

I, Phillip Deegan, hereby request that any further telephone contact from America's Servicing Company be discontinued. I understand that I will continue to receive any legally required notices and correspondence required for America's Servicing Company to continue servicing my loan.

Signed: Phillip Deegan Date: _____

America's Servicing Company is committed to serving the needs of our customers. If you have any additional questions or need clarification regarding the information provided, please contact one of our Customer Service representatives at (800)842-7654, Mon - Fri 8am-6pm In Your Time Zone.

Sincerely,
 America's Servicing Company

000000

23

3/24/09

✓ New financial Worksheet

✓ New Hardship letter
Sign + date

Self P & L still last 3 months
each month signed + dated

✓ letter from Sister how much
she gives towards household

✓ Loan # on every page

(#) 866-590-8910

Search request for hardship
letter

24



Return Mail Operations
P.O. Box 10388
Des Moines, IA 50306-0388



March 24, 2009

135522 1 MB 0.369 7522/135522/011464 448 01 AC02TJLC178 106

Phillip Deegan
1508 Maxim Southard Rd
Howell NJ 07731-8694



Dear Phillip Deegan :

RE: Loan Number 1328014643

Client 106

After reviewing the information you provided, we must advise you your request for Loan Modification has been denied for the following reason:

As you have not returned the executed modification agreements needed to complete the transaction.

There may be alternative options available based on agency or investor guidelines and approval.

At this time there are no workout options available to you based on your current financial information provided to us.

If you would like to be reconsidered for workout options, please call us at (866) 248-5719. For additional assistance, you may also call Consumer Credit Counseling Services at (800) 569-4287.

Sincerely,

America's Servicing Company

America's Servicing Company is required by the Fair Debt Collection Practices Act to inform you that if your loan is currently delinquent or in default, as your loan servicer, we will be attempting to collect a debt, and any information obtained will be used for that purpose. However, if you have received a discharge, and the loan was not reaffirmed in the bankruptcy case, America's Servicing Company will only exercise its right as against the property and is not attempting any act to collect the discharge debt from you personally.



25

REUEL E. TOPAS, ESQ.

Attorney at Law
1072 Madison Avenue
Lakewood, New Jersey 08701
Tel. (732) 370-9125
Fax (732) 370-9195
E-mail: rtopaslaw@aol.com

March 25, 2009

Via Facsimile (866) 917-1877

America's Servicing Company
ATTN: MAC X3802-035
8480 Stagecoach Circle
Frederick, MD 21701

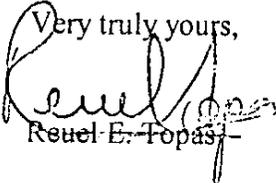
Re: Borrower: Phillip Deegan
Property: 1508 Maxim Southard Road
Howell, NJ 07731
Loan Number: 1328014643
Docket Number: F-4716-08

Dear Sir/Madam:

This will confirm a telephone call I had with your offices on March 24, 2009. It was indicated that your office did not have in its possession my letter of January 14, 2009 wherein Phillip Deegan authorized and instructed your offices to use my office for all further communications in this matter. A copy of said letter, with fax confirmation sheet, is attached for your reference. As I further advised Mr. Deegan suffered a terrible tragedy in his family with the loss of his recently adopted son. It is therefore, imperative that all telephone calls and any written communication should only come to my office as listed on this letterhead.

Thank you for your attention to the above.

RET/gh
Enc.

Very truly yours,

Reuel E. Topas

TRANSMISSION VERIFICATION REPORT

TIME : 03/25/2009 13:35
NAME : REUELETOPASLLC
FAX : 7323709195
TEL : 7323709125
SER.# : BROH4J824234

DATE, TIME	03/25 13:34
FAX NO./NAME	18669171877
DURATION	00:00:31
PAGE(S)	03
RESULT	OK
MODE	STANDARD ECM

REUEL E. TOPAS, ESQ.

Attorney at Law
1072 Madison Avenue
Lakewood, New Jersey 08701
Tel. (732) 370-9125
Fax (732) 370-9195
E-mail: rtopasluw@aol.com

March 25, 2009

Via Facsimile (866) 917-1877

America's Servicing Company
ATTN: MAC X3802-035
8480 Stagecoach Circle
Frederick, MD 21701

Re: Borrower: Phillip Deegan
Property: 1508 Maxim Southard Road
Howell, NJ 07731
Loan Number: 1328014643
Docket Number: F-4716-08

Dear Sir/Madam:

This will confirm a telephone call I had with your offices on March 24, 2009. It was indicated that your office did not have in its possession my letter of January 14, 2009 wherein Phillip Deegan authorized and instructed your offices to use my office for all further communications in this matter.

Phillip Deegan
1508 Maxim Southard Road
Howell, NJ 07731

January 14, 2009

VIA FACSIMILE: 866-917-1877

America's Servicing Company
MAC X3802-035
8480 Stagecoach Circle
Frederick, MD 21701

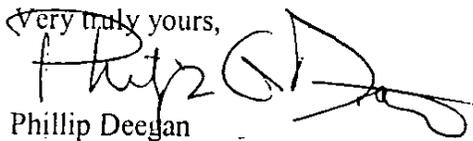
RE: Phillip Deegan
Loan Number 1328014643

Dear Sir or Madam:

I am the borrower in regard to the above captioned matter. Please accept this letter as my authorization for Reuel E. Topas, Esquire to receive communication from your company regarding my loan workout. I am currently under a special forbearance plan and have completed the initial payments scheduled. It is my understanding that the file is now being reviewed by a negotiator and that a proposal for some form of loan modification will be forwarded by the negotiator within the next 30 - 60 days. Please have that information forwarded to Mr. Topas at his office, 1072 Madison Avenue, Lakewood, New Jersey 08701. Please have any phone calls addressed to his office at 732-370-9125. You may use his email address rtopaslaw@aol.com as well to expedite any correspondence.

Thank you for your attention to the above.

Very truly yours,


Phillip Deegan

TRANSMISSION VERIFICATION REPORT

TIME : 01/20/2009 14:10
NAME : REUELETOPASLLC
FAX : 7323709195
TEL : 7323709125
SER. # : BROH4J824234

DATE, TIME	01/20 14:09
FAX NO./NAME	18669171877
DURATION	00:00:17
PAGE(S)	01
RESULT	OK
MODE	STANDARD ECM

Phillip Deegan
1508 Maxim Southard Road
Howell, NJ 07731

January 14, 2009

VIA FACSIMILE: 866-917-1877

America's Servicing Company
MAC X3802-035
8480 Stagecoach Circle
Frederick, MD 21701

RE: Phillip Deegan
Loan Number 1328014643

Dear Sir or Madam:

I am the borrower in regard to the above captioned matter. Please accept this letter as my authorization for Reuel E. Topas, Esquire to receive communication from your company regarding my loan workout. I am currently under a special forbearance plan and have completed the initial payments scheduled. It is my understanding that the file is now being reviewed by a negotiator and that a proposal for some form of loan modification will be forwarded by the negotiator within the next 30 - 60 days. Please have that information forwarded to Mr. Topas at his office; 1072 Madison Avenue, Lakewood, New Jersey 08701. Please have any phone calls addressed to his office at 732-370-9125. You may use his email address rtopaslaw@aol.com as well to expedite any correspondence.

Thank you for your attention to the above

26

PHELAN HALLINAN & SCHMIEG, P.C.
400 Fellowship Road, Suite 100
Mt. Laurel, NJ 08054
(856) 813-5500

Rosemarie Diamond, Esquire
Managing Partner for New Jersey

Representing Lenders in
Pennsylvania and New Jersey

March 27, 2009

Phillip Deegan
1508 Maxim Southard Road
Howell, NJ 07731

Desiree Deegan
1508 Maxim Southard Road
Howell, NJ 07731

United States of America
C/O Attorney for the District of New Jersey
970 Broad Street
Newark, NJ 07102

United States of America
C/O Attorney General
950 Pennsylvania Avenue, NW RM4545
Washington, DC 20530-0001

RE: DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR FFMLT
2006-FF13 vs. PHILLIP DEEGAN, et al.
Docket No. F-4716-08
Our File No. ASC-5478

Dear Sir/Madam:

Enclosed please find a copy of the entered Final Judgment for Foreclosure, with regard to the above-referenced matter.

Very truly yours,
PHELAN HALLINAN & SCHMIEG, P.C.
mmadison
Legal Assistant

Enclosures

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

Deegan dropped
off.
Judgment writes
that he didn't
make payment
since May 2008.
That's false.

FILED
SUPERIOR COURT OF NJ
SEP 19 2008

ASC-5478
PHELAN HALLINAN & SCHMIEG, PC.
By: Rosemarie Diamond, Esquire
400 Fellowship Road
Suite 100
Mt. Laurel, NJ 08054
(856) 813-5500
Attorneys for Plaintiff

DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR FFMLT 2006-FF13 PLAINTIFF	SUPERIOR COURT OF NEW JERSEY CHANCERY DIVISION MONMOUTH COUNTY
PHILLIP DEEGAN, ET AL. DEFENDANT (S)	DOCKET NO: F-4716-08 CIVIL ACTION FINAL JUDGMENT

This matter having been opened to the Court by Phelan Hallinan & Schmieg, PC, attorneys for plaintiff, and it appearing that service of the Summons/Notice and Complaint/Amended Complaint and amendment(s) and order(s), if any, has/have been made upon the defendant(s), in accordance with the Rules of this Court and default having been entered against all non-answering defendants; and plaintiff's obligation, Mortgage and assignment of Mortgage having been presented and marked as exhibits by the Court, and proof having been submitted of the amount due on the plaintiff's Mortgage and sufficient cause appearing:

It is on this 19th day of September 2008, ORDERED and ADJUDGED that the plaintiff is entitled to have the sum of \$423,092.69 together with lawful interest from May 1, 2008 together with costs of this suit to be taxed including counsel fee of \$ 4380.93 raised and paid in the first place out of the mortgaged premises, and it is further ordered that the plaintiff, its assignee or purchaser at sale recover against the following

defendants:

PHILLIP DEEGAN AND DESIREE DEEGAN

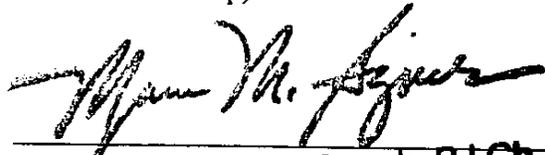
and all parties holding under said defendants the possession of the premises so mentioned and described in the said Complaint and Amendment with the appurtenances; and it is further

ORDERED and ADJUDGED that the mortgaged premises be sold to raise and satisfy the several sums of money due, in the first place to the plaintiff, DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR FFMLT 2006-FF13, in the sum of \$423,092.69 together with lawful interest thereon to be computed as aforesaid, the plaintiff's costs to be taxed, with interest thereon, and that an execution for the purpose by duly issued out of this Court directed to the Sheriff of MONMOUTH County, commanding said Sheriff to make sale according to law of the mortgaged premises, as described in the Complaint, and out of the money arising from said sale, that said Sheriff pay in the first place, to the plaintiff, said plaintiff's debt, with interest thereon as aforesaid and said plaintiff's costs with interest thereon as aforesaid, and in case more money shall be realized by the said sale than shall be sufficient to satisfy such several payments as aforesaid, that such surplus be brought into this Court to abide the further Order of this Court and that the Sheriff aforesaid make a report of the aforesaid sale without delay as required by the rules of this Court, and it is further

ORDERED and ADJUDGED that the defendants in this cause, and each of them stand absolutely debarred and foreclosed of and from all equity of redemption of, in and to said mortgaged premises described in the Complaint, when sold as aforesaid by virtue of this judgment.

It is further ORDERED and ADJUDGED that the lien of is debarred and foreclosed as to any and all sums accrued after the recording of plaintiffs' mortgage, except as provided by 28 U.S.C. 2410.

This judgment shall not affect the right of any person protected by the provisions of the New Jersey Tenant Anti-Eviction Statute (N.J.S.A. 2A: 18-61.1 et seq.)



Maria Marinari Sypek, P.J.Ch.

Respectfully recommended
R. 1:34-6 OFFICE OF FORECLOSURE

27

REUEL E. TOPAS, ESQ.

Attorney at Law
1072 Madison Avenue
Lakewood, New Jersey 08701
Tel. (732) 370-9125
Fax (732) 370-9195
E-mail: rtopaslaw@aol.com

April 7, 2009

Via Regular and Certified Mail and Facsimile

America's Servicing Company
ATTN: MAC X7801-03K
3476 Stateview Blvd.
Fort Mill, SC 29715

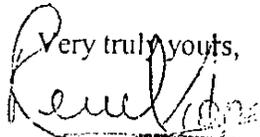
Re: Borrower: Philip Deegan
Property: 1508 Maxim Southard Road, Howell, NJ 07731
Loan Number: 328014643
Docket Number: F-4716-08

Dear Sir/Madam:

This office represents the interest of your borrower Philip Deegan with regard to the above. Mr. Deegan is renewing his application for a loan modification and/or special forbearance. For this purpose, I am enclosing an original executed copy of the following documents:

1. Financial Worksheet;
2. Hardship Letter of Phillip Deegan; and
3. Statement by Desiree Deegan.

We further request immediate forbearance from any further legal action with regard to the foreclosure pending your consideration of the application. Please advise my office as soon as possible in this regard.

Very truly yours,

Reuel E. Topas

RET/gh
Enc.

Cc: Mr. Deegan

Rosemaire Diamond c/o Phelan Hallinan & Schmieg (Your File ASC-5478)

FINANCIAL WORKSHEET

Date: 3/25/09

Loan Number: 1328014643

Borrower: Phillip Deegan Social Security Number: 148-70-9218

Borrower: _____ Social Security Number: _____

Please verify your home phone number: 732-253-7117

Please provide your work phone numbers: 732-403-4482

INSTRUCTIONS:

- Complete, sign, and date the form and return it to us
- Include a copy of your most recent paystubs or proof of income for all individuals signed on the loan. If self-employed, include a copy of your last year's Federal Tax Return with all attachments.

I. MONTHLY INCOME DATA

	Borrower	Co-Borrower	Total
Salary/Wages	\$ 7,200	\$ _____	\$ _____
Commission/Bonuses	\$ _____	\$ _____	\$ _____
Disability/Soc Sec	\$ _____	\$ _____	\$ _____
Child Supp/Alimony	\$ _____	\$ _____	\$ _____
Rental Income	\$ _____	\$ _____	\$ _____
Other (Identify)	\$ _____	\$ _____	\$ _____
Total Income	\$ 7,200	\$ _____	\$ _____

II. EXPENSES

	Monthly Payment	Balance Due
Mortgage	\$ 3,900	\$ _____
Other Mortgage/Rent	\$ _____	\$ _____
Alimony/Child Care	\$ _____	\$ _____
Automobile Payment	\$ _____	\$ _____
Automobile Payment	\$ _____	\$ _____
Utilities (total)	\$ 620	\$ _____
Car Insurance	\$ _____	\$ _____
Student Loan(s)	\$ _____	\$ _____
Credit Cards (total)	\$ _____	\$ _____
Personal Loan	\$ _____	\$ _____
Auto Expenses(gas, tolls)	\$ 600	\$ _____
Groceries	\$ 500	\$ _____
Cable	\$ _____	\$ _____
Cell Phone	\$ _____	\$ _____
Taxes/Insurance	\$ _____	\$ _____
Medical Expenses	\$ _____	\$ _____
Transportation	\$ _____	\$ _____
Miscellaneous	\$ 200	\$ _____
Total	\$ 5,820	\$ _____

Re: Borrower: Phillip Deegan
 Property: 1508 Maxim Southard Road
 Howell, NJ 07731
 Loan Number: 1328014643

Estimated Value	
Home	\$ 425,000
Other Real Estate (explain)	\$ _____
Automobile	\$ 40,000
Automobile	\$ 2,000
401k/ESOP Accounts	\$ _____
Stocks/Bonds/CD's	\$ _____
Other Investment (explain)	\$ _____

Please explain your hardship or reason for needing assistance.
(You may use the back of this form, if necessary.)

SEE ATTACHED.

I/We certify the financial information stated above is true, and is an accurate statement of my/our financial condition. I/We understand and acknowledge any action taken by the lender of my/our mortgage loan on my/our behalf will be made in strict reliance on the financial information provided. My/Our signature(s) below grants the holder of my/our mortgage the authority to obtain a credit report to verify the information in this financial worksheet to be accurate.

By PHILLIP DEEGAN Date 4/2/09 By _____ Date _____

Phillip and Desiree Deegan
1508 Maxim Southard Road
Howell, NJ 07731

April 2, 2009

Re: Borrower: Phillip Deegan
Property: 1508 Maxim Southard Road
Howell, NJ 07731
Loan Number: 1328014643
Docket Number: F-4716-08

Dear Sir/Madam:

Please accept this letter as my hardship letter in connection with my renewed request for a modification of the above-referenced loan. This is essentially the third time I have made an application for a loan modification.

The hardship in this matter arises from a combination of circumstances. I am a home improvement contractor and within the last couple of years, with the downturn of the economy, I have suffered a very substantial loss of income. In addition, approximately 2 ½ years ago my wife and I began an adoption process by which we hoped to fulfill our dream of having a child. There were literally tens of thousands of dollars of legal fees and other costs associated with the adoption which drained any resources we had.

On, March 2, 2009, right after we received the Court's final order granting us the adoption of our son Anthony, we suffered the most devastating tragedy imaginable when Anthony died in his sleep. Our grief is overwhelming and inexpressible. It is for that reason that I have given an authorization and instruction that any and all contact regarding this matter should only be made through my attorney's office whether it by telephone or by any written form. His address is as follows:

1072 Madison Avenue
Lakewood, New Jersey 08701
Telephone: (732) 370-9125
Facsimile (732) 370-9195
Email: rtopaslaw@aol.com

Please understand and be sensitive to our grief at this time and abide by these instructions.

After we completed the second set of hardship application documents and after we had paid \$40,000.00 under the payment plans that we were entered into, we received a package of Loan Modification documents. The Loan Modification Agreement essentially modified our loan balance adding the then outstanding unpaid interest to the principal balance and raising the principal balance from \$391,363.80 to \$424,330.67. The modification further reduced the interest rate from 8.650% to

7.650%. The net effect of the modifications was a reduction in the monthly payment of only \$200.00.

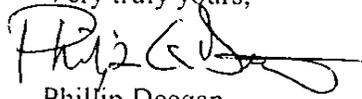
The specific purpose of this renewed request for a hardship loan modification is to request that you further reduce the interest rate and reduce the total principal balance so that the monthly payment can be more within our means. Specifically, I am asking you to waive the accrued interest amounts, leaving the current principal balance at \$391,363.80. Further, I would propose the reduction of the interest rate to 6.0 % which would make the principal and interest payment \$2,346.00. Then, including the estimated escrow payment of \$637.00 the total monthly amount would be slightly under \$3,000.00 which is 40% of our gross monthly income. Compare this with the proposed payment that you had of \$3,724.00 which is over 51% of our monthly income and, therefore, really not sustainable.

I am asking you to recognize the hardship that we have and that you have an opportunity here to keep the loan in a "performing" status instead of having to write this off as a "toxic asset". The interest rate proposed is lower but still competitive with current rates.

As noted above, please send your proposal documentation directly to my attorney at the address indicated.

Thank you very much for your consideration of this matter.

Very truly yours,



Phillip Deegan

Re: Borrower: Phillip Deegan
Property: 1508 Maxim Southard Road
Howell, NJ 07731
Loan Number: 1328014643

Phillip and Desiree Deegan
1508 Maxim Southard Road
Howell, NJ 07731

April 2, 2009

Re: Borrower: Phillip Deegan
Property: 1508 Maxim Southard Road
Howell, NJ 07731
Loan Number: 1328014643
Docket Number: F-4716-08

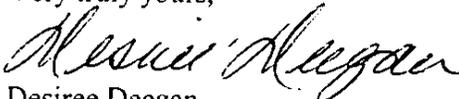
Dear Sir/Madam:

I am Desiree Deegan, wife of the borrower Phillip Deegan. In accordance with instructions from your offices, please allow this letter to serve as my statement that I contribute the amount of \$1,200.00 to our household expenses (this is included in our monthly amount on our financial statement).

Thank you for your consideration of our hardship application to modify our loan to make it within our means.

Thank you for your attention to the above.

Very truly yours,


Desiree Deegan

TRANSMISSION VERIFICATION REPORT

TIME : 04/07/2009 17:00
NAME : REUELETOPASLLC
FAX : 7323709195
TEL : 7323709125
SER. # : BROH4J824234

DATE, TIME	04/07 16:59
FAX NO./NAME	18669171877
DURATION	00:00:52
PAGE(S)	06
RESULT	OK
MODE	STANDARD ECM

REUEL E. TOPAS, ESQ.

Attorney at Law
1072 Madison Avenue
Lakewood, New Jersey 08701
Tel. (732) 370-9125
Fax (732) 370-9195
E-mail: rtopaslaw@aol.com

April 7, 2009

Via Regular and Certified Mail and Facsimile

America's Servicing Company
ATTN: MAC X7801-03K
3476 Stateview Blvd.
Fort Mill, SC. 29715

Re: Borrower: Philip Deegan
Property: 1508 Maxim Southard Road, Howell, NJ 07731
Loan Number: 328014643
Docket Number: F-4716-08

Dear Sir/Madam:

This office represents the interest of your borrower Philip Deegan with regard to the above. Mr. Deegan is renewing his application for a loan modification and/or special forbearance. For this purpose, I am enclosing an original executed copy of the following documents:

1. Financial Worksheet;

28



Return Mail Operations
 P.O. Box 10388
 Des Moines, IA 50306-0388



April 13, 2009

028556 1 AT 0.346 4556/028556/008085 100 01 AC02VD LC180 106

Phillip Deegan
 1508 Maxim Southard Rd
 Howell NJ 07731-8694



Dear Phillip Deegan :

RE: Loan Number 1328014643

Client 106

As you requested, this letter is to inform you the request for Pre-Foreclosure Sale has been cancelled, and we have closed your file.

If we can be of further assistance, please call us at (800)662-3806, Mon - Fri 8am-6pm In Your Time Zone.

Sincerely,

America's Servicing Company

America's Servicing Company is required by the Fair Debt Collection Practices Act to inform you that if your loan is currently delinquent or in default, as your loan servicer, we will be attempting to collect a debt, and any information obtained will be used for that purpose. However, if you have received a discharge, and the loan was not reaffirmed in the bankruptcy case, America's Servicing Company will only exercise its right as against the property and is not attempting any act to collect the discharge debt from you personally.



29

Phillip and Desiree Deegan
1508 Maxim Southard Road
Howell, NJ 07731

April 23, 2009

Via Facsimile (866) 453-6315

America's Servicing Company
MAC X3802-035
8480 Stagecoach Circle
Frederick, MD 21701

Re: Property: 1508 Maxim Southard Road, Howell, NJ
Loan Number: 1328014643
Docket Number: F-4716-08

Dear Sir/Madam:

Further to my previous instructions to you, please accept this letter as my address change with respect to all correspondence concerning the above referenced loan. The address should be:

Phillip Deegan
c/o Reuel E. Topas, Esq.
1072 Madison Avenue
Lakewood, New Jersey 08701

The telephone number for all telephone calls in the future is (732) 370-9125.

Thank you for your attention to the above.

Very truly yours,

Phillip Deegan

30

REUEL E. TOPAS, ESQ.

Attorney at Law
1072 Madison Avenue
Lakewood, New Jersey 08701
Tel. (732) 370-9125
Fax (732) 370-9195
E-mail: rtopaslaw@aol.com

May 6, 2009

Via Regular and Certified Mail and Facsimile

America's Servicing Company
ATTN: MAC X7801-03K
3476 Stateview Blvd.
Fort Mill, SC 29715

Re: Borrower: Philip Deegan
Property: 1508 Maxim Southard Road, Howell, NJ 07731
Loan Number: 1328014643
Docket Number: F-4716-08

Dear Sir/Madam:

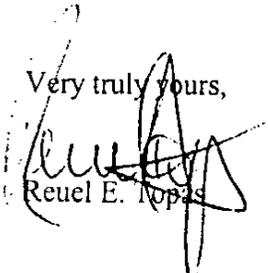
This office represents the interest of your borrower Philip Deegan with regard to the above. Mr. Deegan is renewing his application for a loan modification and/or special forbearance. For this purpose, I am enclosing an original executed copy of the following documents:

1. Financial Worksheet;
2. Hardship Letter of Phillip Deegan;
3. Statement by Desiree Deegan; and
4. Profit and Loss Statement.

Please note that this application was previously made on April 7, 2009 but that we did not include at that time the three months Profit and Loss Statement which is now included making the entire application complete. Again, we are requesting immediate confirmation that you are suspending for the legal action at this time with regard to the foreclosure pending your consideration of this application.

Please advise my office as soon as possible in this regard.

Very truly yours,


Reuel E. Topas

RET/gh
Enc.

Cc: Mr. Deegan

Rosemaire Diamond c/o Phelan Hallinan & Schmieg (Your File ASC-5478)

FINANCIAL WORKSHEET

Date: 3/25/09

Loan Number: 1328014643

Borrower: Phillip Deegan Social Security Number: 148-70-9218

Borrower: _____ Social Security Number: _____

Please verify your home phone number: 732-253-7117

Please provide your work phone numbers: 732-403-4482

INSTRUCTIONS:

- Complete, sign, and date the form and return it to us
- Include a copy of your most recent paystubs or proof of income for all individuals signed on the loan. If self-employed, include a copy of your last year's Federal Tax Return with all attachments.

I. MONTHLY INCOME DATA

	Borrower	Co-Borrower	Total
Salary/Wages	\$ 7,200	\$ _____	\$ _____
Commission/Bonuses	\$ _____	\$ _____	\$ _____
Disability/Soc Sec	\$ _____	\$ _____	\$ _____
Child Supp/Alimony	\$ _____	\$ _____	\$ _____
Rental Income	\$ _____	\$ _____	\$ _____
Other (Identify)	\$ _____	\$ _____	\$ _____
Total Income	\$ 7,200	\$ _____	\$ _____

II. EXPENSES

	Monthly Payment	Balance Due
Mortgage	\$ 3,900	\$ _____
Other Mortgage/Rent	\$ _____	\$ _____
Alimony/Child Care	\$ _____	\$ _____
Automobile Payment	\$ _____	\$ _____
Automobile Payment	\$ _____	\$ _____
Utilities (total)	\$ 620	\$ _____
Car Insurance	\$ _____	\$ _____
Student Loan(s)	\$ _____	\$ _____
Credit Cards (total)	\$ _____	\$ _____
Personal Loan	\$ _____	\$ _____
Auto Expenses(gas, tolls)	\$ 600	\$ _____
Groceries	\$ 500	\$ _____
Cable	\$ _____	\$ _____
Cell Phone	\$ _____	\$ _____
Taxes/Insurance	\$ _____	\$ _____
Medical Expenses	\$ _____	\$ _____
Transportation	\$ _____	\$ _____
Miscellaneous	\$ 200	\$ _____
Total	\$ 5,820	\$ _____

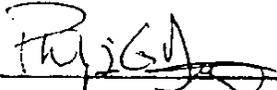
Re: Borrower: Phillip Deegan
 Property: 1508 Maxim Southard Road
 Howell, NJ 07731
 Loan Number: 1328014643

Estimated Value	
Home	\$ 425,000
Other Real Estate (explain)	\$ _____
Automobile	\$ 40,000
Automobile	\$ 2,000
401k/ESOP Accounts	\$ _____
Stocks/Bonds/CD's	\$ _____
Other Investment (explain)	\$ _____

Please explain your hardship or reason for needing assistance.
 (You may use the back of this form, if necessary.)

SEE ATTACHED.

I/We certify the financial information stated above is true, and is an accurate statement of my/our financial condition. I/We understand and acknowledge any action taken by the lender of my/our mortgage loan on my/our behalf will be made in strict reliance on the financial information provided. My/Our signature(s) below grants the holder of my/our mortgage the authority to obtain a credit report to verify the information in this financial worksheet to be accurate.

By  Date 4/3/08 By _____ Date _____
 PHILLIP DEEGAN

Phillip and Desiree Deegan
1508 Maxim Southard Road
Howell, NJ 07731

April 2, 2009

Re: Borrower: Phillip Deegan
Property: 1508 Maxim Southard Road
Howell, NJ 07731
Loan Number: 1328014643
Docket Number: F-4716-08

Dear Sir/Madam:

Please accept this letter as my hardship letter in connection with my renewed request for a modification of the above-referenced loan. This is essentially the third time I have made an application for a loan modification.

The hardship in this matter arises from a combination of circumstances. I am a home improvement contractor and within the last couple of years, with the downturn of the economy, I have suffered a very substantial loss of income. In addition, approximately 2 ½ years ago my wife and I began an adoption process by which we hoped to fulfill our dream of having a child. There were literally tens of thousands of dollars of legal fees and other costs associated with the adoption which drained any resources we had.

On, March 2, 2009, right after we received the Court's final order granting us the adoption of our son Anthony, we suffered the most devastating tragedy imaginable when Anthony died in his sleep. Our grief is overwhelming and inexpressible. It is for that reason that I have given an authorization and instruction that any and all contact regarding this matter should only be made through my attorney's office whether it by telephone or by any written form. His address is as follows:

1072 Madison Avenue
Lakewood, New Jersey 08701
Telephone: (732) 370-9125
Facsimile (732) 370-9195
Email: rtopaslaw@aol.com

Please understand and be sensitive to our grief at this time and abide by these instructions.

After we completed the second set of hardship application documents and after we had paid \$40,000.00 under the payment plans that we were entered into, we received a package of Loan Modification documents. The Loan Modification Agreement essentially modified our loan balance adding the then outstanding unpaid interest to the principal balance and raising the principal balance from \$391,363.80 to \$424,330.67. The modification further reduced the interest rate from 8.650% to

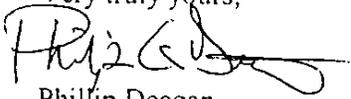
7.650%. The net effect of the modifications was a reduction in the monthly payment of only \$200.00.

The specific purpose of this renewed request for a hardship loan modification is to request that you further reduce the interest rate and reduce the total principal balance so that the monthly payment can be more within our means. Specifically, I am asking you to waive the accrued interest amounts, leaving the current principal balance at \$391,363.80. Further, I would propose the reduction of the interest rate to 6.0 % which would make the principal and interest payment \$2,346.00. Then, including the estimated escrow payment of \$637.00 the total monthly amount would be slightly under \$3,000.00 which is 40% of our gross monthly income. Compare this with the proposed payment that you had of \$3,724.00 which is over 51% of our monthly income and, therefore, really not sustainable.

I am asking you to recognize the hardship that we have and that you have an opportunity here to keep the loan in a "performing" status instead of having to write this off as a "toxic asset". The interest rate proposed is lower but still competitive with current rates.

As noted above, please send your proposal documentation directly to my attorney at the address indicated.

Thank you very much for your consideration of this matter.

Very truly yours,

Phillip Deegan

Re: Borrower: Phillip Deegan
Property: 1508 Maxim Southard Road
Howell, NJ 07731
Loan Number: 1328014643

Phillip and Desiree Deegan
1508 Maxim Southard Road
Howell, NJ 07731

April 2, 2009

Re: Borrower: Phillip Deegan
Property: 1508 Maxim Southard Road
Howell, NJ 07731
Loan Number: 1328014643
Docket Number: F-4716-08

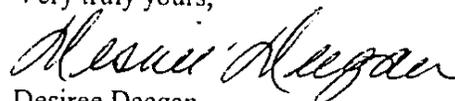
Dear Sir/Madam:

I am Desiree Deegan, wife of the borrower Phillip Deegan. In accordance with instructions from your offices, please allow this letter to serve as my statement that I contribute the amount of \$1,200.00 to our household expenses (this is included in our monthly amount on our financial statement).

Thank you for your consideration of our hardship application to modify our loan to make it within our means.

Thank you for your attention to the above.

Very truly yours,


Desiree Deegan

**PROFIT AND LOSS STATEMENT FOR
EAST COAST BUILDING AND DEVELOPMENT, INC. ON BEHALF OF PHILLIP DEEGAN
LOAN NO.: 1328014643**

Basic Profit & Loss Report - 1/1/2009-3/31/2009	
Revenue	\$26,123.96
Gross Income	
Costs	
Expenses	\$12,805.10
Profit/Loss	
Net Profit/Loss	\$13,318.86

Notes: Please note that the profit and loss figures for the particular three month period in this profit and loss report reflect a less than average net profit for East Coast Building and Development due to several factors. First of all, as a construction company, the winter months are the "slow season". In addition, as noted in Mr. Deegan's hardship letter, during this time Mr. Deegan and his wife suffered a terrible tragedy in the loss of their son making his income lower than normal during that period. Finally, under subcontracts that Mr. Deegan's company performs there is a 10% retainage meaning that his earned income would be about 10% higher than what is reflected in the gross income figure on this profit and loss report.

TRANSMISSION VERIFICATION REPORT

TIME : 05/07/2009 11:56
NAME : REUELETOPASLLC
FAX : 7323709195
TEL : 7323709125
SER. # : BROH4J824234

DATE, TIME	05/07 11:54
FAX NO./NAME	18669171877
DURATION	00:01:04
PAGE(S)	07
RESULT	OK
MODE	STANDARD ECM

REUEL E. TOPAS, ESQ.

Attorney at Law
1072 Madison Avenue
Lakewood, New Jersey 08701
Tel. (732) 370-9125
Fax (732) 370-9195
E-mail: rtopaslaw@aol.com

May 6, 2009

Via Regular and Certified Mail and Facsimile

America's Servicing Company
ATTN: MAC X7801-03K
3476 Stateview Blvd.
Fort Mill, SC 29715

Re: Borrower: Philip Deegan
Property: 1508 Maxim Southard Road, Howell, NJ 07731
Loan Number: 1328014643
Docket Number: F-4716-08

Dear Sir/Madam:

This office represents the interest of your borrower Philip Deegan with regard to the above. Mr. Deegan is renewing his application for a loan modification and/or special forbearance. For this purpose, I am enclosing an original executed copy of the following documents:

1. Financial Worksheet;
2. Hardship Letter of Phillip Deegan;

31



Return Mail Operations
 P.O. Box 10388
 Des Moines, IA 50306-0388

6/3 spoke w/ Amy
 user-ID Jc5
 Will note account for
 few day extension

000356 1 AT 0.357 0356/000356/000672 002 02 AC02ZZ LC101 106

Phillip Deegan
 C/o Reuel E Topas Esq
 1072 Madison Ave
 Lakewood NJ 08701-2650



Request for Additional Information

 Notice Date: May 15, 2009 Loan Number: 1328014643, Client 106

We have received your inquiry concerning your mortgage loan. In order to process your request for Loan Modification, the following information is needed. The required documents are indicated for each specified borrower. (B1=Borrower, B2=Co-Borrower)

B1 B2

- 1. Financial Worksheet with Hardship Explanation
- 2. Tax Return for ..
- XX XX 3. Proof of Income (paystub, SSI, child support)
- 4. Profit & Loss Statement
- 5. Listing Agreement
- 6. Signed Purchase Contract/Est. Closing Statement
- 7. Hardship Explanation
- 8. Buyer's Pre-Qualification Letter

Comments:

Please fax current financial information to 866-590-8910.
 Proof of Income (w/in 60 days).

If ALL of this information or a request for an extension is not received within ten (10) days, we will consider this request cancelled. Please note any collection and foreclosure action will continue uninterrupted until approval. Therefore, a timely response is essential.

If we can be of further assistance, please call us at (800)662-3806, Monday through Friday, 8 AM to 5 PM, Eastern Time.

America's Servicing Company is required by the Fair Debt Collection Practices Act to inform you that if your loan is currently delinquent or in default, as your loan servicer, we will be attempting to collect a debt, and any information obtained will be used for that purpose. However, if you have received a discharge, and the loan was not reaffirmed in the bankruptcy case, America's Servicing Company will only exercise its right as against the property and is not attempting any act to collect the discharge debt from you personally.



For loans in the state of California, the CA Rosenthal Fair Debt Collection Practices Act and the Federal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8 a.m. or after 9 p.m. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission at 1-877-FTC-HELP or www.ftc.gov.



32

REUEL E. TOPAS, ESQ.

Attorney at Law
1072 Madison Avenue
Lakewood, New Jersey 08701
Tel. (732) 370-9125
Fax (732) 370-9195
E-mail: rtopaslaw@aol.com

June 5, 2009

Via Regular and Certified Mail and Facsimile (866) 590-8910

America's Servicing Company
Return Mail Operations
P. O. Box 10388
Des Moines, IA 50306-0388

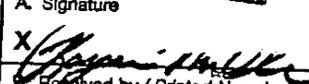
Re: Borrower: Phillip Deegan
Property: 1508 Maxim Southard Road, Howell, NJ 07731
Loan Number: 1328014643, Client 106
Docket Number: F-4716-08

Dear Sir/Madam:

We are responding to your letter of May 15, 2009 a copy of which is attached for your reference. As you know, the Borrower Phillip Deegan is self-employed and therefore, does not have W-2 or proof of income. Accordingly, I am enclosing herewith the following documentation that corresponds to the Profit and Loss Statement that was submitted under my letter of May 6, 2009:

- 1. Service Sheet for Zientek, dated 2/2/09
- 2. Service Sheet for Campoverte, dated 3/18/09
- 3. Service Sheet
- 4. Service Sheet
- 5. Service Sheet
- 6. Service Sheet
- 7. Service Sheet
- 8. Service Sheet
- 9. Service Sheet

The undated service sheets cover the period from January 2009 through the end of the month of June 2009. In order to provide you with copies of the business bank statements for the same period, the amounts reported on Deegan's reported profit (income) statement reflect the fact that some of the bank de-

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature </p> <p>B. Received by (Printed Name)</p> <p>C. Date of Delivery JUN 08 2009</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below:</p>	
1. Article Addressed to:		3. Service Type	
America's Servicing Co. Return Mail Operation P.O. Box 10388 Des Moines, IA 50306-0388		<input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
2. Article Number (Transfer from service label)		4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	

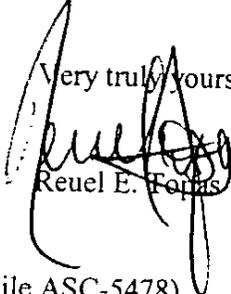
7006 2760 0003 7422 4905

With regard to the Co-Borrower, Desiree Deegan, I am enclosing earning statements from Direct Success, Inc. for the months of January, February and March of 2009 as follows:

1. Pay Period 12/29/08 to 1/11/09
2. Pay Period 1/12/09 to 1/25/09
3. Pay Period 1/26/09 to 2/08/09
4. Pay Period 2/09/09 to 2/22/09
5. Pay Period 2/23/09 to 3/08/09
6. Pay Period 3/09/09 to 3/22/09
7. Pay Period 3/23/09 to 4/05/09

Based on the above we understand that our application for the loan modification is complete. If that is not the case, please advise my office immediately in writing. Otherwise, we look forward to the lender's favorable action to return this loan to performing status.

Very truly yours,


Reuel E. Farris

RET/gh

Enc.

Cc: Mr. Deegan

Rosemaire Diamond c/o Phelan Hallinan & Schmieg (Your File ASC-5478)

TRANSMISSION VERIFICATION REPORT

TIME : 06/05/2009 12:41
NAME : REUELETOPASLLC
FAX : 7323709195
TEL : 7323709125
SER. # : BROH4J824234

DATE, TIME	06/05 12:38
FAX NO./NAME	18665908910
DURATION	00:03:34
PAGE(S)	17
RESULT	OK
MODE	STANDARD ECM

REUEL E. TOPAS, ESQ.

Attorney at Law
1072 Madison Avenue
Lakewood, New Jersey 08701
Tel. (732) 370-9125
Fax (732) 370-9195
E-mail: rtopaslaw@aol.com

June 5, 2009

Via Regular and Certified Mail and Facsimile (866) 590-8910

America's Servicing Company
Return Mail Operations
P. O. Box 10388
Des Moines, IA 50306-0388

Re: Borrower: Philip Deegan
Property: 1508 Maxim Southard Road, Howell, NJ 07731
Loan Number: 1328014643, Client 106
Docket Number: F-4716-08

Dear Sir/Madam:

We are responding to your letter of May 15, 2009 a copy of which is attached for your reference. As you know, the Borrower Phillip Deegan is self-employed and therefore, does not have W-2 or proof of income. Accordingly, I am enclosing herewith the following documentation that corresponds to the Profit and Loss Statement that was submitted under my letter of May 6, 2009:

33

REUEL E. TOPAS, ESQ.

Attorney at Law
1072 Madison Avenue
Lakewood, New Jersey 08701
Tel. (732) 370-9125
Fax (732) 370-9195
E-mail: rtopaslaw@aol.com

June 19, 2009

Via Facsimile (866) 278-1179

America's Servicing Company
Return Mail Operations
P. O. Box 10388
Des Moines, IA 50306-0388

Attention: Tasha

Re: Borrower: Philip Deegan
Property: 1508 Maxim Southard Road, Howell, NJ 07731
Loan Number: 1328014643, Client 106
Docket Number: F-4716-08

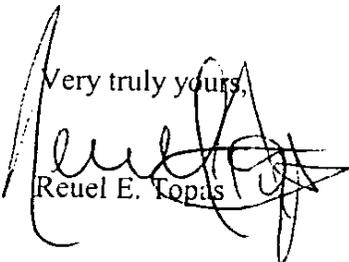
Dear Sir or Madam:

As your office knows I am authorized to communicate with the lender with respect to the above-referenced loan. This letter shall serve as confirmation that I spoke to "Tasha" yesterday afternoon at about 4:30 p.m. Eastern Standard Time and she confirmed that she was making an email request for the Sheriff's Sale which is pending in the above-captioned matter on June 22, 2009 to be adjourned. On the basis of that representation, I am writing to the Monmouth County Sheriff's office to indicate that the bank will be adjourning this pending the consideration of our loan modification request.

Kindly allow this letter to further memorialize my conversation with Tasha with respect to the status of the loan modification. She specifically indicated that the loan modification package was sent to the "negotiator" on June 1, 2009 and that the review of the application takes approximately 30 to 60 days.

Please contact me at my office with further information regarding this matter.

Very truly yours,


Reuel E. Topas

RET/gh
Cc: Mr. Deegan
Monmouth County Sheriff

TRANSMISSION VERIFICATION REPORT

TIME : 06/19/2009 13:12
NAME : REUELETOPASLLC
FAX : 7323709195
TEL : 7323709125
SER. # : BROH4J824234

DATE, TIME	06/19 13:12
FAX NO. /NAME	18662781179
DURATION	00:00:23
PAGE(S)	01
RESULT	OK
MODE	STANDARD ECM

REUEL E. TOPAS, ESQ.

Attorney at Law
1072 Madison Avenue
Lakewood, New Jersey 08701
Tel. (732) 370-9125
Fax (732) 370-9195
E-mail: rtopaslaw@aol.com

June 19, 2009

Via Facsimile (866) 278-1179

America's Servicing Company
Return Mail Operations
P. O. Box 10388
Des Moines, IA 50306-0388

Attention: Tasha

Re: Borrower: Philip Deegan
Property: 1508 Maxim Southard Road, Howell, NJ 07731
Loan Number: 1328014643, Client 106
Docket Number: F-4716-08

Dear Sir or Madam:

As your office knows I am authorized to communicate with the lender with respect to the above-referenced loan. This letter shall serve as confirmation that I spoke to "Tasha" yesterday afternoon at about 4:30 p.m. Eastern Standard Time and she confirmed that she was making an email request for the Sheriff's Sale which is pending in the above-captioned matter on June 22, 2009 to be adjourned. On the basis of that representation, I am writing to the Monmouth County

34.



June 23, 2009

Reuel E. Topas, Esq.
Attorney at Law
Fax# 732-370-9195

Dear Reuel E. Topas, Esq.:

RE: Loan Number 1328014643, Client 106

Thank you for contacting America's Servicing Company regarding the mortgage loan listed above.

This letter is in response to your recent correspondence. Due to the time sensitive nature of your request, we ask that you speak directly to a Loss Mitigation representative as they have specialized training regarding workout options. If you wish to discuss the options available to our customer(s) please contact our Loss Mitigation department at 866-248-5719.

If you have additional questions, please call our Customer Relations Department at (800)842-7654. A representative will be able to assist you between the hours of Mon - Fri 8am-6pm In Your Time Zone.

Sincerely,

America's Servicing Company

WC019/BLZ

7/31 Sw Elliot @ loss Mit. may
take up to 90 days
Sheriff's sale now 8/24

35



Phone Number: 877-222-7875
Fax Number: 866-453-6315

Confidential Fax Cover Sheet

To: Reuel E Topas Esq	From: America's Servicing Company-GCX
Fax: 732-370-9195	Phone:
Phone:	Date: June 24, 2009
Loan: 1328014643	

● **Comments:**

"This facsimile transmission is confidential and may be privileged. It is intended for the use of the addressee only. If you are not the addressee or a person responsible for delivering this transmission to the addressee, do not use this transmission in any way, but promptly contact the sender by telephone or reply email and destroy all copies of the original message."



Return Mail Operations
P.O. Box 10388
Des Moines, IA 50306-0388



June 24, 2009

002649 1 AT 0.357 2649002649004784 012 02 AC0330 LM057 106

Phillip Deegan
C/o Reuel E Topas Esq
1072 Madison Ave
Lakewood NJ 08701-2650



Dear Phillip Deegan :

RE: An update on your request for assistance
America's Servicing Company loan number 1328014643

We're writing to let you know that we've received your request for assistance with your mortgage payment challenges.

We're reviewing your request

Currently, we're reviewing the information you provided and are working as quickly as we can to respond to your request. As you may know, the new programs recently introduced to help homeowners retain their homes are prompting many to turn to us for assistance. We're committed to working with more customers than ever, and are doing our best to process an increased number of requests in a timely manner.

We'll keep you posted

We appreciate your patience, and as your mortgage moves through the processing steps we'll keep you informed. You'll be hearing from us periodically and can expect to receive a final decision on your request within the next 45-60 days. As soon as a decision is made, we'll notify you in writing and provide you with the information you'll need.

If you are currently in the process of marketing the home and we are assisting you with that process, the timing to resolve your request will be based on when a valid offer is received and accepted.



Next steps

Right now, you don't have to do anything. If our payment solutions representatives need additional information from you, they'll contact you directly. Until a decision is made, please:

- * Continue to make your monthly mortgage payments
- * Be aware that if your mortgage is in default, it will remain in default.
- * Understand that all normal collection/foreclosure/bankruptcy processes may continue uninterrupted during this time period.

We're here to help you

In the meantime, if you have any questions or concerns, please call us at 1-800-416-1472, Monday through Friday, 8:00 a.m. to 8:00 p.m. (Central Time.)

Sincerely,

America's Servicing Company

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

With respect to those loans located in the State of California, the state Rosenthal Fair Debt Collection Practices Act and the federal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8 a.m. or after 9 p.m. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission at 1-800-FTC-HELP or www.ftc.gov.



36

REUEL E. TOPAS, ESQ.

Attorney at Law
1072 Madison Avenue
Lakewood, New Jersey 08701
Tel. (732) 370-9125
Fax (732) 370-9195
E-mail: rtopaslaw@aol.com

August 19, 2009

Via Facsimile (803) 396-4422

America's Servicing Company
Return Mail Operations
P. O. Box 10388
Des Moines, IA 50306-0388

Attention: Tiffany Lewis

Re: Borrower: Philip Deegan
Property: 1508 Maxim Southard Road, Howell, NJ 07731
Loan Number: 1328014643, Client 106
Docket Number: F-4716-08

Dear Ms. Lewis:

Further to our telephone conversation of August 17, 2009, I represent the borrower in the above-captioned matter.

We filed our third application for loan modification with America's Servicing Company on or about May 8, 2009. In that filing we included a Profit and Loss Statement which brought the information current through the first quarter of the year as I was instructed to do. I am attaching a copy of that Profit and Loss Statement for your reference, since you stated that you did not have it in your file.

Subsequent to the submission of the first quarter Profit and Loss Statement we were asked to also furnish the back up documentation for Mr. Deegan's construction company earnings which we also did by letter of June 5, 2009. We further provided proof of Ms. Deegans earnings with that same letter.

Per your request, I am now including a Profit and Loss Statement which brings the information previously submitted up to the most current information available. You initially demanded that this complex and substantial task must be performed within 24 hours. After I requested until the end of the week, you gave 48 hours or the application process would have to be started all over again.

In the extremely short amount of time that you provided for us, we were able to obtain the income data including the Tri-State Sunrooms contract reconciliations for the period of April and July and we added that to the original profit and loss statement to bring the gross earnings (revenue) up-to-date. We also include the Desiree Deegan's total year-to-date earnings of

\$25,660.00 for her employment at Direct Succes, Inc. However, I do not have complete records to verify her net earnings accurately. Within the next day or two, I expect to have the bank statements which will give us the data for the costs of goods sold for Mr. Deegan's construction business and to be able to calculate mandatory deductions from Mrs Deegan's paystubs.

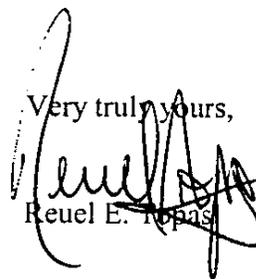
I am asking you to keep the loan modification application open for a couple more days until I can submit that information.

I am requesting that you now notify the Sheriff's office immediately that the Sheriff's Sale should be postponed while the application for loan modification is still under consideration. Please copy my office promptly with written advice to the Sheriff's office that the bank is postponing the Sheriff's sale, which is presently scheduled for August 24.

Thank you for your attention to the above.

RET/gh
Enc.
Cc: Mr. Deegan

Very truly yours,



Reuel E. Topas

**PROFIT AND LOSS STATEMENT FOR
EAST COAST BUILDING AND DEVELOPMENT, INC. ON BEHALF OF PHILLIP DEEGAN
LOAN NO.: 1328014643**

<u>Basic Profit & Loss Report - 1/1/2009-3/31/2009</u>	
<u>Revenue</u>	
<u>Gross Income</u>	\$26,123.96
<u>Costs</u>	
<u>Expenses</u>	\$12,805.10
<u>Profit/Loss</u>	
<u>Net Profit/Loss</u>	\$13,318.86

Notes: Please note that the profit and loss figures for the particular three month period in this profit and loss report reflect a less than average net profit for East Coast Building and Development due to several factors. First of all, as a construction company, the winter months are the "slow season". In addition, as noted in Mr. Deegan's hardship letter, during this time Mr. Deegan and his wife suffered a terrible tragedy in the loss of their son making his income lower than normal during that period. Finally, under subcontracts that Mr. Deegan's company performs there is a 10% retainage meaning that his earned income would be about 10% higher than what is reflected in the gross income figure on this profit and loss report.

**PROFIT AND LOSS STATEMENT FOR
EAST COAST BUILDING AND DEVELOPMENT, INC. ON BEHALF OF PHILIP DEEGAN
LOAN NO.: 1328014643**

Basic Profit & Loss Report - 1/1/2009-Present Available Data*	
Revenue	
Gross Income	(Phil Deegan Construction) \$38,561.34
Desiree Gross Income	\$25,660.00
Costs:	
Expenses	To be supplied (See note 2.)
Profit/Loss	\$12,805.10
Net Profit/Loss	

*Latest data for Phil Deegan is through July 23, 2009. For Desiree Deegan through August 12, 2009

Notes: 1. Please note that the profit and loss figures for the particular three month period in this profit and loss report reflect a less than average net profit for East Coast Building and Development due to several factors. First of all, as a construction company, the winter months are the "slow season". In addition, as noted in Mr. Deegan's hardship letter, during this time Mr. Deegan and his wife suffered a terrible tragedy in the loss of their son making his income lower than normal during that period. Finally, under subcontracts that Mr. Deegan's company performs there is a 10% retainage meaning that his earned income would be about 10% higher than what is reflected in the gross income figure on this profit and loss report. 2. Due to inadequate time provided by Servicer, we do not have all cost and expense data for the period of April 1 to July 23 for Phil Deegan. This is being compiled from bank and other records and will

\$51,416.24

TRANSMISSION VERIFICATION REPORT

TIME : 08/19/2009 16:52
NAME : REUELETOPASLLC
FAX : 7323709195
TEL : 7323709125
SER. # : BROH4J824234

DATE, TIME	08/19 16:51
FAX NO. /NAME	18033964422
DURATION	00:00:45
PAGE(S)	04
RESULT	OK
MODE	STANDARD ECM

REUEL E. TOPAS, ESQ.

Attorney at Law
1072 Madison Avenue
Lakewood, New Jersey 08701
Tel. (732) 370-9125
Fax (732) 370-9195
E-mail: rtopasiaw@aol.com

August 19, 2009

Via Facsimile (803) 396-4422

America's Servicing Company
Return Mail Operations
P. O. Box 10388
Des Moines, IA 50306-0388

Attention: Tiffany Lewis

Re: Borrower: Philip Deegan
Property: 1508 Maxim Southard Road, Howell, NJ 07731
Loan Number: 1328014643, Client 106
Docket Number: F-4716-08

Dear Ms. Lewis:

Further to our telephone conversation of August 17, 2009, I represent the borrower in the above-captioned matter.

We filed our third application for loan modification with America's Servicing Company on or about May 8, 2009. In that filing we included a Profit and Loss Statement which brought

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Return Mail Operations
P.O. Box 10188
Des Moines, IA 50306-0188

August 19, 2009

Phillip Deegan
C/o Reuel E Topas Esq
1072 Madison Ave
Lakewood NJ 08701

Dear Phillip Deegan :

Subject: Decision on your request for mortgage assistance
America's Servicing Company loan number 1328014643

We're writing to provide you with the results of our efforts to find a solution that might help with the mortgage payment challenges you're facing.

Final decision on your mortgage loan request
Unfortunately, after carefully reviewing the information you've provided, we are unable to adjust the terms of your mortgage.

You have not been approved for a mortgage loan modification because we were unable to get you to a modified payment amount that you could afford based on your monthly income of \$ 4,521.63 and your monthly expenses of \$ 5,933.95. At this point, we can only recommend the following options, and request you contact us to discuss them:

- >Short sale - Allows you to sell your home for less than the amount owed on your mortgage.
- >Deed in lieu of foreclosure - Transfers ownership of your home to Wells Fargo Home Mortgage if you cannot sell your home at market value.

Additional assistance is available
In an effort to help you improve your situation, we encourage you to contact a HUD-approved Credit Counseling agency by calling 1-800-569-4287. A counselor will work closely with you, take your financial circumstances into consideration, and create a budget plan that may work for you.

LC278/HEE/1

Be sure to avoid anyone who asks for a fee for counseling or a loan modification, or asks you to sign over the deed to your home, or to make your mortgage payments to anyone other than America's Servicing Company.

If you have any questions about the decision we've made on your mortgage request, please call a America's Servicing Company representative today at 1-800-416-1472. We'd also like to hear from you if any of your circumstances have changed, or if you can provide us with additional information for consideration. We're available Monday through Friday, 8:00 a.m. to 8:00 p.m. (Central Time).

Sincerely,

Ben Windust
Senior Vice President
America's Servicing Company

America's Servicing Company is required by the Fair Debt Collection Practices Act to inform you that if your loan is currently delinquent or in default, as your loan servicer, we will be attempting to collect a debt, and any information obtained will be used for that purpose. However, if you have received a discharge, and the loan was not reaffirmed in the bankruptcy case, America's Servicing Company will only exercise its right as against the property and is not attempting any act to collect the discharge debt from you personally.

With respect to those loans located in the State of California, the state Rosenthal Fair Debt Collection Practices Act and the federal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8 a.m. or after 9 p.m. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce judgment. For more information about debt collection activities, you may contact the Federal Trade Commission at 1-877-FTC-HELP or www.ftc.gov.

LC278/HEE/2

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Return Mail Operations
P.O. Box 10388
Des Moines, IA 50306-0388



August 20, 2009

000899 1 AT 0.357 0899000899001307 005 02 AC036V LM056 106

Phillip Deegan
C/o Reuel E Topas Esq
1072 Madison Ave
Lakewood NJ 08701-2650



Dear Phillip Deegan :

RE: An update on your request for assistance
America's Servicing Company loan number 1328014643

We're writing to let you know that we've received your request for assistance with your mortgage payment challenges.

We're reviewing your request

Currently, we're reviewing the information you provided and are working as quickly as we can to respond to your request. As you may know, the new programs recently introduced to help homeowners retain their homes are prompting many to turn to us for assistance. We're committed to working with more customers than ever, and are doing our best to process an increased number of requests in a timely manner.

We'll keep you posted

We appreciate your patience, and as your mortgage moves through the processing steps we'll keep you informed. You'll be hearing from us periodically and can expect to receive a final decision on your request within the next 45-60 days. As soon as a decision is made, we'll notify you in writing and provide you with the information you'll need.

If you are currently in the process of marketing the home and we are assisting you with that process, the timing to resolve your request will be based on when a valid offer is received and accepted.

Next steps

Right now, you don't have to do anything. If our payment solutions representatives need additional information from you, they'll contact you directly. Until a decision is made, please:

- * Continue to make your monthly mortgage payments
- * Be aware that if your mortgage is in default, it will remain in default.
- * Understand that all normal collection/foreclosure/bankruptcy processes may continue uninterrupted during this time period.



We're here to help you

In the meantime, if you have any questions or concerns, please call us at 1-877-222-7875, Monday through Thursday, 7:00 a.m. to 9:00 p.m.; Friday, 7:00 a.m. to 8:00 p.m.; Saturday, 8:00 a.m. to 12:00 Noon (Central Time.)

Sincerely,

Tiffany Lewis
Service Representative
America's Servicing Company

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

With respect to those loans located in the State of California, the state Rosenthal Fair Debt Collection Practices Act and the federal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8 a.m. or after 9 p.m. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission at 1-800-FTC-HELP or www.ftc.gov.



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Return Mail Operations
 P.O. Box 10388
 Des Moines, IA 50306-0388



August 20, 2009

000898 1 AT 0.357 0898/000898/001305 005 02 AC036V LC065 106

Phillip Deegan
 C/o Reuel E Topas Esq
 1072 Madison Ave
 Lakewood NJ 08701-2650



Due Date: 07-01-08
 Loan Number 106-1328014643

Thank you for contacting us regarding your financial hardship on the loan mentioned above. Our goal is simple. We want to ensure that you have every opportunity to retain your home. Based on our telephone conversation and the financial information you provided, we would like to offer you a Special Forbearance Plan.

Currently, your loan is due for 14 installments, from July 01, 2008 through August 01, 2009. As agreed, you have promised to pay the amounts shown below by the dates indicated. Also enclosed are the terms and conditions of this forbearance. Please sign the enclosed agreement and return it with the first installment. This is not a waiver of the accrued or future payments that become due, but a period for you to determine how you will be able to resolve your financial hardship. Any payments received will be applied to the delinquent payments on the loan. During this Special Forbearance Agreement, payments are to be mailed to:

America's Servicing Company
 MAC X7801-03K
 3476 Stateview Blvd
 Fort Mill SC 29715

We will instruct our foreclosure counsel to suspend foreclosure proceedings once the initial payment has been received, and to continue to suspend the action as long as you keep to the terms of the Agreement. Upon full reinstatement, we will instruct our foreclosure counsel to dismiss foreclosure proceedings and report to credit bureaus accordingly.

During this period, we are requesting that you maintain contact with our office in order to establish acceptable arrangements for bringing your loan current. If you need additional assistance, please call us at (800) 662-3806, Monday through Thursday, 8 AM to 11 PM; Friday, 8 AM to 10 PM; or Saturday, 9 AM to 3 PM, Eastern Time.

LC065 006 HEE

We are required by the Fair Debt Collection Practices Act to inform you that if your loan is currently delinquent or in default, as your loan servicer, we will be attempting to collect a debt, and any information obtained will be used for that purpose. However, if you have received a discharge, and the loan was not reaffirmed in the bankruptcy case, we will only exercise our right as against the property and are not attempting any act to collect the discharge debt from you personally.



40

REUEL E. TOPAS, ESQ.

Attorney at Law
1072 Madison Avenue
Lakewood, New Jersey 08701
Tel. (732) 370-9125
Fax (732) 370-9195
E-mail: rtopaslaw@aol.com

August 28, 2009

Via Facsimile (803) 396-4422

America's Servicing Company
ATTN: MAC X7801-03K
3476 Stateview Blvd.
Fort Mill, SC 29715

Attention: Tiffany Lewis

Re: Borrower: Philip Deegan
Property: 1508 Maxim Southard Road, Howell, NJ 07731
Loan Number: 1328014643, Client 106
Docket Number: F-4716-08

Dear Ms. Lewis:

As you know I represent the borrower with respect to the above-referenced loan. On August 19, 2009 we sent you correspondence that included profit and loss information brought current for both Mr. and Mrs. Deegan which showed current household net income through August 12, 2009 of \$51,416.24 which amounts to over \$7,000.00 per month.

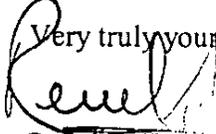
On the same date, a letter was issued under the signature of Ben Windust, Senior Vice President, America's Servicing Company which indicated that our request for loan modification was denied. The August 19, 2009 letter is attached for your reference. It contains blatantly inaccurate information. Specifically, the explanatory paragraph on the first page states that the Deegans' have a monthly income of \$4,521.63 and monthly expenses of \$5,933.95. In the financial worksheet that we originally provided we indicated \$5,820.00 was the monthly expenses including the current mortgage payment under the existing terms of the loan. Therefore, the analysis upon which the denial was made is completely incorrect in virtually every respect. As we pointed out in Mr. Deegan's hardship letter his household cannot support a mortgage payment of \$3,900.00 because it would amount to well over 50% of their monthly net income. Therefore, his hardship letter proposed a payment just under \$3,000.00 which would bring the ratio to 40% of monthly income.

I am also enclosing three additional letters dated August 20, 2009 indicating in one letter that they're reviewing the request and in two other letters indicating that a special forbearance

plan has been offered and accepted by the Lender. Inasmuch as our last communications indicated that you were going to review the additional information we were submitting we do not have a clear idea of what the status of the loan modification process is. Please call me at my office immediately to clarify this situation.

Thank you for your attention to the above.

RET/gh
Enc.
Cc: Mr. Deegan

Very truly yours,

Reuel E. Topas



August 19, 2009

Phillip Deegan
C/o Reuel E Topas Esq
1072 Madison Ave
Lakewood NJ 08701

Dear Phillip Deegan :

Subject: Decision on your request for mortgage assistance
America's Servicing Company loan number 1328014643

We're writing to provide you with the results of our efforts to find a solution that might help with the mortgage payment challenges you're facing.

Final decision on your mortgage loan request
Unfortunately, after carefully reviewing the information you've provided, we are unable to adjust the terms of your mortgage.

You have not been approved for a mortgage loan modification because we were unable to get you to a modified payment amount that you could afford based on your monthly income of \$ 4,521.63 and your monthly expenses of \$ 5,933.95. At this point, we can only recommend the following options, and request you contact us to discuss them:

- >Short sale - Allows you to sell your home for less than the amount owed on your mortgage.
- >Deed in lieu of foreclosure - Transfers ownership of your home to Wells Fargo Home Mortgage if you cannot sell your home at market value.

Additional assistance is available
In an effort to help you improve your situation, we encourage you to contact a HUD-approved Credit Counseling agency by calling 1-800-569-4287. A counselor will work closely with you, take your financial circumstances into consideration, and create a budget plan that may work for you.
LC278/HEE/1

may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce judgment. For more information about debt collection activities, you may contact the Federal Trade Commission at 1-877-FTC-HELP or www.ftc.gov.

LC278/HEE/2

043

REUEL E. TOPAS, ESQ.

Attorney at Law
1072 Madison Avenue
Lakewood, New Jersey 08701
Tel (732) 370-9125
Fax (732) 370-9195
Email: rtopaslaw@aol.com

FAX

TO: TIFFANY LEWIS at America's Servicing Company
FAX NO.: (803) 396-4422
DATE: August 28, 2009
FROM: Reuel E. Topas, Esq./Gitty Halberstadt
RE: Borrower: Phillip Deegan
Property: 1508 Maxim Southard Road, Howell, NJ 07731
Loan Number: 1328014643, Client 106

Total Pages (including cover pages): 11

THE INFORMATION CONTAINED IN THIS FAX TRANSMISSION IS ATTORNEY PRIVILEGED AND CONFIDENTIAL AND IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT YOU ARE HEREBY NOTIFIED THAT DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU RECEIVE THIS TRANSMISSION IN ERROR, PLEASE NOTIFY OUR OFFICE AT THE NUMBER SHOWN ABOVE. THANK YOU.

See attached.

What happens after?
Sp. Forbearance cancelled? ✓ "override"

package to update
financials

9/18 15

Payment bounced

Escalated email to
research dept will take 3-4 days
Shonda

42



Return Mail Operations
P.O. Box 10388
Des Moines, IA 50306-0388

October 30, 2009

048544 1 MB 0.382 0544/048544/000993 177 01 AC03AQ LC178 106

Phillip Deegan
C/o Reuel E Topas Esq
1072 Madison Ave
Lakewood NJ 08701-2650



Dear Phillip Deegan :

RE: Loan Number 1328014643

After reviewing the information you provided, we must advise you your request for Repayment Agreement has been denied for the following reason:

You have failed to adhere to the agreed upon terms of the forbearance plan.

At this time there are no workout options available to you based on your current financial information provided to us.

If you would like to be reconsidered for workout options, please call us at (800) 662-3806. For additional assistance, you may also call Consumer Credit Counseling Services at (800) 569-4287.

Sincerely,

America's Servicing Company

America's Servicing Company is required by the Fair Debt Collection Practices Act to inform you that if your loan is currently delinquent or in default, as your loan servicer, we will be attempting to collect a debt, and any information obtained will be used for that purpose. However, if you have received a discharge, and the loan was not reaffirmed in the bankruptcy case, America's Servicing Company will only exercise its right as against the property and is not attempting any act to collect the discharge debt from you personally.

Rapindra User Id
6NC

2 emails
① HAMP
② Postponement of foreclosure
Client 106

No resolution as of yet
→

11/5/09

Natasha

(800) 416 Travis Var FD QX1

1472

"appears as if plan should not have been broken"

43

REUEL E. TOPAS, ESQ.

Attorney at Law
1072 Madison Avenue
Lakewood, New Jersey 08701
Tel (732) 370-9125
Fax (732) 370-9195
Email: rtopaslaw@aol.com

Vendor
It's Rape
110

November 6, 2009

Escalated
Less Mitigation
866 248
5719

Via Facsimile (866) 453-6315
America's Servicing Company
Return Mail Operations
P. O. Box 10388
Des Moines, IA 50306-0388

SYW
2/6

Attention: Payments

Re: Borrower: Philip Deegan
Property: 1508 Maxim Southard Road, Howell, NJ 07731
Loan Number: 1328014643, Client 106
Docket Number: MON-F-4716-08

8/3
5719

Dear Sir or Madam:

We are in receipt of a letter dated October 30, 2009 wherein the request for repayment agreement has been denied because of a failure to adhere to the agreed upon terms of the forbearance plan. After spending nearly two hours on the telephone on November 5 and 6, 2009 it has been determined that the only basis is an alleged return payment of a payment that was received by the bank in September in the amount of \$3,604.75. I am enclosing my Client's bank account statement for the relevant period showing the payment made on September 17, 2009 in the amount of \$3,604.75. The funds that were available on account at the time of payment were \$8,102.56.

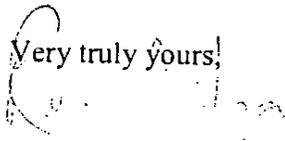
Thereafter, we were accepted provisionally into the HAMP payment plan which would require payments of \$2,499.77 on October 30, November 29 and December 29, 2009. We furnished bank routing information and account information for pre-authorized debits of those three payments. We have confirmation numbers for each of the payments. The enclosed bank statement shows the first payment was made on November 2, 2009 for \$2,499.77. Conceivably, the bank reversed the September payment because of the acceptance of the HAMP plan. Either way, you can see that the funds have not been returned to my Client's account. This brings into question your version of the story indicating that the September payment was returned.

I am putting the bank on notice with this fax that a Lender liability, bad faith complaint will be filed against the bank if the Sheriff's sale presently scheduled for November 9, 2009 is not postponed immediately. I was told that escalated emails were sent out through the HAMP

department with respect to postponement of the foreclosure sale date as of November 5, 2009. However, "Travis" user ID QX1 and "Rapindra" user ID 6NC could not assure me that the authorization to postpone the Sheriff's sale would be received on time. I urge you in the strongest possible terms to make sure that the Sheriff's sale is postponed in order to avoid further litigation in this matter.

Thank you for your attention to the above.

Very truly yours!


REUEL E. TOPAS

RET/bt
Attachments

TRANSMISSION VERIFICATION REPORT

TIME : 11/06/2009 12:18
NAME : REUELETOPASLLC
FAX : 7323709195
TEL : 7323709125
SER. # : BROH4J824234

DATE, TIME	11/06 12:17
FAX NO. /NAME	18664536315
DURATION	00:00:51
PAGE(S)	05
RESULT	OK
MODE	STANDARD ECM

REUEL E. TOPAS, ESQ.

Attorney at Law
1072 Madison Avenue
Lakewood, New Jersey 08701
Tel (732) 370-9125
Fax (732) 370-9195
Email: rtopaslaw@aol.com

November 6, 2009

Via Facsimile (866) 453-6315
America's Servicing Company
Return Mail Operations
P. O. Box 10388
Des Moines, IA 50306-0388

Attention: Payments

Re: Borrower: Philip Deegan
Property: 1508 Maxim Southard Road, Howell, NJ 07731
Loan Number: 1328014643, Client 106
Docket Number: MON-F-4716-08

Dear Sir or Madam:

We are in receipt of a letter dated October 30, 2009 wherein the request for repayment agreement has been denied because of a failure to adhere to the agreed upon terms of the forbearance plan. After spending nearly two hours on the telephone on November 5 and 6, 2009 it has been determined that the only basis is an alleged return payment of a payment of

10/05/2009	POS PURCHASE POS00000001 1735209 MICHAELS #4707 HOWELL NJ	\$26.60	\$4,250.54
10/02/2009	CHECK CARD PURCHASE XXXXX3314 WAL-MART HOWELL NJ	\$86.82	\$4,277.14
09/23/2009	CHECK CARD PURCHASE XXXXX3314 WAWA 938 00009381 HOWELL NJ	\$33.18	\$4,383.96
09/21/2009	ATM WITHDRAWAL PNCPN6996 N0918 3314 4620 HWY 9 SOUTH HOWELL NJ	\$20.00	\$4,397.14
09/21/2009	CHECK CARD PURCHASE XXXXX3314 WAL-MART HOWELL NJ	\$37.83	\$4,417.14
09/21/2009	CHECK CARD PURCHASE XXXXX3314 SUPER STOP & SHOP #815 HOWELL NJ	\$43.04	\$4,454.77
09/17/2009	CHECK 101 086006838	\$3,604.75	\$4,497.81
09/03/2009	CHECK PRINTING FEE	\$19.99	\$8,102.58
09/02/2009	ATM DEPOSIT 84221940 DEPOSIT 4620 HWY 9 SOUT HOWELL NJ	\$65.00	\$8,122.55
08/27/2009	DEPOSIT XXXXX9171	\$5,000.00	\$8,057.55

Dep't. Payment

Interactive Demo | Online Banking & Bill Pay Guarantee | Service Agreement | Privacy Policy |
 © Copyright 2009. The PNC Financial Services Group, Inc. All Rights Reserved.
 Need Help? Call us at 1-888-PNC-BANK (762-2265)

Version: 30.00.03

Deegan

Attn: Ruel

My Accounts Transfer Funds Pay Bills Customer Service My Offers
Summary Account Activity

Account Activity

Available Balance: \$3,056.55 ⓘ

Account Activity | Activate Online Statements

Pending Transactions

Date Description
This account has no Pending Transactions

Posted Transactions

List by Date List by Type Search Filter: All Transactions Export: Select file type:

Date	Description	Withdrawals	Deposits	Balance
11/02/2009	CHECK CARD PURCHASE XXXXX3314 FOOT PRINTS LAKEWOOD NJ	\$43.98		\$3,056.55
11/02/2009	CHECK CARD PURCHASE XXXXX3314 SUPER STOP & SHOP #815 HOWELL NJ	\$132.49		\$3,100.53
11/02/2009	ACH TEL PMT XXXXX4643 MORTGAGE PAYMENT EFT	\$2,499.77		\$3,233.02
10/27/2009	CHECK CARD CREDIT 1909351006 VIS 1025 MARBURN CURTAIN WHSE # HOWELL NJ		\$7.49	\$5,732.79
10/26/2009	BRANCH DEPOSIT TEL XXXXX2702 0386			
10/19/2009	CHECK CARD PURCHASE XXXXX3314 MARBURN CURTAIN WHSE # HOWELL NJ	\$19.28	\$1,900.00	\$5,725.30
10/19/2009	CHECK CARD CREDIT 2167751006 VIS 1016 NJ APP FINGERPRINT XXXXX6324 WA		\$60.25	\$3,825.30
10/19/2009	CHECK CARD CREDIT 2167851006 VIS 1016 NJ APP FINGERPRINT XXXXX6324 WA		\$60.25	\$3,844.58
10/16/2009	POS PURCHASE POSXXXXX5800 KOHL'S #0476 HOWELL NJ	\$49.98		\$3,784.31
10/14/2009	ATM WITHDRAWAL PNCPK1554 N1013 3314 4865 US HIGHWAY 9 HOWELL NJ	\$20.00		\$3,724.06
10/13/2009	CHECK CARD PURCHASE XXXXX3314 NJ APP FINGERPRINT XXXXX6324 WA	\$60.25		\$3,774.04
10/13/2009	CHECK CARD PURCHASE XXXXX3314 NJ APP FINGERPRINT XXXXX6324 WA	\$60.25		\$3,794.04
10/09/2009	STOP PAYMENT FEE	\$31.00		\$3,854.29
10/07/2009	ACH TEL PMT 5170930 LIBERTY MUTUAL LIBERTYMUT	\$105.00		\$3,914.54
10/06/2009	CHECK CARD PURCHASE XXXXX3314 PARKWAY SEVENTY DENTAL LAKEWOOD NJ	\$200.00		\$3,945.54
				\$4,050.54

ACH PAYMENT!

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Free Checking Account Statement



For 24-hour Information, sign on to PNC Bank Online Banking on pnc.com.

For the period **08/26/2009 to 09/24/2009**
DESIREE DEEGAN
 Primary account number: 80-3468-5657
 Page 3 of 3

Account number: 80-3468-5657 - continued

Transaction Summary

Checks paid/withdrawals	Check Card POS signed transactions	Check Card/Bankcard POS PIN transactions
1	3	0
Total ATM transactions	PNC Bank ATM transactions	Other Bank ATM transactions
2	2	0

Activity Detail

Deposits and Other Additions

Date	Amount	Description
08/27	5,000.00	Deposit Reference No 545799171
09/02	65.00	ATM Deposit 4620 Hwy 9 South Howell NJ

There were 2 Deposits and Other Additions totaling **\$5,065.00**.

Checks and Substitute Checks

Check number	Amount	Date paid	Reference number
101	3,604.75	09/17	086006838

Sept. Mortgage payment

There is 1 check listed totaling **\$3,604.75**.

Banking/Check Card Withdrawals and Purchases

Date	Amount	Description
09/21	13.04	3314 Check Card Purchase Super Stop & Shop #315
09/21	37.63	3314 Check Card Purchase Wal-Mart Howell NJ
09/21	20.00	ATM Withdrawal 4620 Hwy 9 South Howell NJ
09/23	33.18	3314 Check Card Purchase Wawa 938 Howell NJ

There was 1 Banking Machine Withdrawal totaling **\$20.00**.

There were 3 other Banking Machine/Check Card deductions totaling **\$113.85**.

Other Deductions

Date	Amount	Description
09/03	19.99	Check Printing Fec

There was 1 Other Deduction totaling **\$19.99**.

Daily Balance Detail

Date	Balance	Date	Balance	Date	Balance	Date	Balance
08/26	3,057.55	09/02	8,122.55	09/17	4,497.31	09/23	4,363.96
08/27	8,057.55	09/03	8,102.56	09/21	4,397.14		

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November 10, 2009

Reuel E. Topas, ESQ.
Reuel E. Topas, ESQ.
1072 Madison Avenue
Lakewood, NJ 08701

Dear Reuel E. Topas, ESQ.:

RE: Loan Number 1328014643, Client 106

Thank you for contacting America's Servicing Company regarding the mortgage loan listed above.

This letter is in response to your recent correspondence. Due to the time sensitive nature of your request, we ask that you speak directly to a Loss Mitigation representative as they have specialized training regarding workout options. If you wish to discuss the options available to our customer(s) please contact our Loss Mitigation department at 877-222-7875 option 4.

If you have additional questions, please call our Customer Relations Department at (800)842-7654. A representative will be able to assist you between the hours of Mon - Fri 8am-6pm In Your Time Zone.

Sincerely,

America's Servicing Company

WC019/CHO

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AMERICA'S SERVICING CO.
RETURN MAIL OPERATIONS
PO BOX 10328
DES MOINES IA 50306-0328



December 11, 2009

Account Information	
Fax:	(866) 453-6315
Telephone:	(800) 662-3806
Correspondence:	PO Box 10328 Des Moines, IA 50306
Hours of Operation:	Mon - Fri 8am-6pm In Your Time Zone
Loan Number:	1328014643
Property Address:	1508 Maxim Southard Howell NJ 07731



000302 1 AT 0.357 00302/000302/000691 0002 2 ACNCLM

PHILLIP DEEGAN
C/O REUEL E TOPAS ESQ
1072 MADISON AVE
LAKEWOOD, NJ 08701-2650



RE: Mortgage options available

Dear Phillip Deegan:

Thank you for taking the time to speak with us today. We at America's Servicing Company realize that this may be a difficult time for you, and we appreciate the opportunity to assist you.

We value you as a customer and have several options that may help you keep your home. However, in order for us to get started, we need additional financial information to determine what option is best suited for your situation.

Please gather all financial information related to your monthly income and expenses, and contact our office at the number provided above.

While we offer a complete line of solutions for continuing homeownership, we also recommend you seek guidance on all other debts from a community-based Consumer Credit Counseling Agency. To take advantage of this service, call (866) 857-3092 for additional information.

We're happy to have you as our customer and look forward to helping you with your financial needs. If you have any questions, please contact us at the number listed in the account information section of this letter.

Sincerely,

America's Servicing Company



Account Information

Loan Number: 1328014643

Property Address: 1508 Maxim Southard
Howell NJ 07731

— America's Servicing Company is required by the Fair Debt Collection Practices Act to inform you that if
— your loan is currently delinquent or in default, as your loan servicer, we will be attempting to collect a
debt and any information obtained will be used for that purpose. However, if you have received a
discharge and the loan was not reaffirmed in the bankruptcy case, America's Servicing Company will
only exercise its right as against the property and is not attempting any act to collect the discharge debt
from you personally.



121109LM189000V8

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Christopher H. Smith

New Jersey-4th, Republican
2373 Rayburn HOB
Washington, DC 20515-3004
Phone: (202) 225-3765

Name

Sherrif
2/8/10

1/22/10

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FK90

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days

Option
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877-222
7825-222

866-
453
6316

ATTN:
Payment

47



Return Mail Operations
 P.O. Box 10388
 Des Moines, IA 50306-0388

006022 1 MB 0.382 6022/006022/013/11 030 02 AC03GZ LC101 106

Phillip Deegan
 C/o Reuel E Topas Esq
 1072 Madison Ave
 Lakewood NJ 08701-2650



Request for Additional Information

 Notice Date: February 09, 2010 Loan Number: 1328014643, Client 106

We have received your inquiry concerning your mortgage loan. In order to process your request for retention, the following information is needed. The required documents are indicated for each specified borrower. (B1=Borrower, B2=Co-Borrower)

B1 B2

1. Financial Worksheet with Hardship Explanation
2. Tax Return for
3. Proof of Income (paystub, SSI, child support)
4. Profit & Loss Statement
5. Listing Agreement
6. Signed Purchase Contract/Est. Closing Statement
7. Hardship Explanation
8. Buyer's Pre-Qualification Letter

Most recent 30 days
Nov, Dec. Jan
Expenses

- 3 Mos.

Comments:

Please fax signed/dated financial worksheet, hardship letter & proof of all income (30 days worth, dated w/in past 60 days) to 866-590-8910.

If ALL of this information or a request for an extension is not received within ten (10) days, we will consider this request cancelled. Please note any collection and foreclosure action will continue uninterrupted until approval. Therefore, a timely response is essential.

If we can be of further assistance, please call us at (800)662-3806, Monday through Friday, 8 AM to 5 PM, Eastern Time.

America's Servicing Company is required by the Fair Debt Collection Practices Act to inform you that if your loan is currently delinquent or in default, as your loan servicer, we will be attempting to collect a debt, and any information obtained will be used for that purpose. However, if you have received a discharge, and the loan was not reaffirmed in the bankruptcy case, America's Servicing Company will only exercise its right as against the property and is not attempting any act to collect the discharge debt from you personally.

P/L should say
P/L
of Company Name

For loans in the state of California, the CA Rosenthal Fair Debt Collection Practices Act and the Federal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8 a.m. or after 9 p.m. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission at 1-877-FTC-HELP or www.ftc.gov.

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Delon V6X - 2/22/10

Sale Date 3-8-10

Loss Mitigation -

Reminds loan mods

877-222-2875

option 4

Loan Number 132 801 4643
SSN 148-70-9218

Nathan IYA 2/22/10 Loss Mitigation

Once docs are in
Automatically postpone sheriff sale

Foreclosure atty: to verify postpone

Phelan H.

856-873-5500

~~Anna~~ Juanta McCoy -

Deutsche Bank National Trust Co.,
as trustee for FFMLT Trust

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AMERICA'S SERVICING CO.
RETURN MAIL OPERATIONS
PO BOX 10328
DES MOINES IA 50306-0328



March 3, 2010



001137 1 MB 0.382 01137/001137/002065 0007 2 ACNFBU LC278 108

PHILLIP DEEGAN
C/O REUEL E TOPAS ESQ
1072 MADISON AVE
LAKEWOOD, NJ 08701-2650



Account Information

Online:	yourwellsfargomortgage.com
Fax:	(866) 278-1179
Telephone:	(800) 416-1472
Correspondence:	PO Box 10335 Des Moines, IA 50306
Hours of Operation:	Mon - Fri, 8 AM -8 PM CT
Loan Number:	1328014643
Property Address:	1508 Maxim Southard Howell NJ 07731

RE: Decision on your request for mortgage assistance

Dear Phillip Deegan:

We're writing to provide you with the results of our efforts to find a solution that might help with the mortgage payment challenges you're facing.

Final decision on your mortgage loan request

Unfortunately, after carefully reviewing the information you've provided, we are unable to adjust the terms of your mortgage.

This decision was made because you did not provide us with all of the information needed within the time frame required per your trial modification period workout plan. For that reason, you have not been approved for a mortgage loan modification.

Additional assistance is available

If monthly expenses other than your mortgage payment are creating part of your financial strain, we encourage you to contact a HUD-approved, non-profit, community based Credit Counseling agency who can work with you to lower other monthly payments. You can find a local agency by calling (800) 569-4287. A counselor will work closely with you, take your financial circumstances into consideration, and create a budget plan that may work for you.

Be sure you avoid anyone who asks for a fee for counseling or a loan modification, or asks you to sign over the deed to your home, or to make your mortgage payments to anyone other than America's Servicing Company.



030310LC278000CH

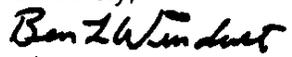
LC278 108

001137/002065 ACNFBUS1-ET.M1-0001

Account Information	
Loan Number:	1328014643
Property Address:	1508 Maxim Southard Howell NJ 07731

— If you have any questions about the decision we've made on your mortgage request, please call a
— America's Servicing Company representative today at the number listed above in the account information section. We'd also like to hear from you if any of your circumstances have changed, or if you can provide us with additional information for consideration.

Sincerely,



Ben Windust
Senior Vice President
America's Servicing Company

America's Servicing Company is required by the Fair Debt Collection Practices Act to inform you that if your loan is currently delinquent or in default, as your loan servicer, we will be attempting to collect a debt and any information obtained will be used for that purpose. However, if you have received a discharge and the loan was not reaffirmed in the bankruptcy case, America's Servicing Company will only exercise its right as against the property and is not attempting any act to collect the discharge debt from you personally.

The state Rosenthal Fair Debt Collection Practices Act and the federal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8 AM or after 9 PM. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about our debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission at 1-877-FTC-HELP or www.ftc.gov.



1346475

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REUEL E. TOPAS, ESQ.

Attorney at Law
1072 Madison Avenue
Lakewood, New Jersey 08701
Tel. (732) 370-9125
Fax (732) 370-9195
E-mail: rtopaslaw@aol.com

March 4, 2010

Via Regular and Certified Mail and Facsimile 866-917-1877, 803-396-4422, 866-278-1179

America's Servicing Company
ATTN: MAC X7801-03K
3476 Stateview Blvd.
Fort Mill, SC 29715

Re: Borrower: Philip Deegan
Property: 1508 Maxim Southard Road, Howell, NJ 07731
Loan Number: 1328014643
Docket Number: F-4716-08

Dear Sir/Madam:

This office represents the interest of your borrower Philip Deegan with regard to the above. Mr. Deegan is renewing his application for a loan modification and/or special forbearance. For this purpose, I am enclosing an original executed copy of the following documents:

1. Financial Worksheet;
2. Hardship Letter of Phillip Deegan;
3. Statement by Desiree Deegan; and
4. Profit and Loss Statement.

Please note that, in addition to a special forbearance agreement my client entered in to in 2008, this application was previously made in April, 2009, May, 2009 and August 2009. Again, **we are requesting immediate confirmation that you are suspending for the legal action at this time with regard to the foreclosure pending your consideration of this application.**

Very truly yours,

RET/gh

Reuel E. Topas

Enc.

Cc: Mr. Deegan

Rosemaire Diamond c/o Phelan Hallinan & Schmieg (Your File ASC-5478) fax: (856) 813-5501

Ms. Diamond: Please confirm that the upcoming Sheriff sale in this matter is adjourned

Phillip and Desiree Deegan
1508 Maxim Southard Road
Howell, NJ 07731

March 4, 2010

Re: Borrower: Phillip Deegan
Property: 1508 Maxim Southard Road
Howell, NJ 07731
Loan Number: 1328014643
Docket Number: F-4716-08

Dear Sir/Madam:

Please accept this letter as my hardship letter in connection with my renewed request for a modification of the above-referenced loan. This is essentially the third time I have made an application for a loan modification.

The hardship in this matter arises from a combination of circumstances. I am a home improvement contractor and within the last couple of years, with the downturn of the economy, I have suffered a very substantial loss of income. In addition, approximately 3 ½ years ago my wife and I began an adoption process by which we hoped to fulfill our dream of having a child. There were literally tens of thousands of dollars of legal fees and other costs associated with the adoption which drained any resources we had.

On, March 2, 2009, right after we received the Court's final order granting us the adoption of our son Anthony, we suffered the most devastating tragedy imaginable when Anthony died in his sleep. Our grief is overwhelming and inexpressible. It is for that reason that I have given an authorization and instruction that any and all contact regarding this matter should only be made through my attorney's office whether it by telephone or by any written form. His address is as follows:

1072 Madison Avenue
Lakewood, New Jersey 08701
Telephone: (732) 370-9125
Facsimile (732) 370-9195
Email: rtopaslaw@aol.com

Please understand and be sensitive to our grief at this time and abide by these instructions.

After we completed the second set of hardship application documents and after we had paid \$40,000.00 under the payment plans that we were entered into, we received a package of Loan Modification documents. The Loan Modification Agreement essentially modified our loan balance adding the then outstanding unpaid interest to the principal balance and raising the principal balance from \$391,363.80 to \$424,330.67. The modification further reduced the interest rate from 8.650% to

7.650%. The net effect of the modifications was a reduction in the monthly payment of only \$200.00.

The specific purpose of this renewed request for a hardship loan modification is to request that you further reduce the interest rate and reduce the total principal balance so that the monthly payment can be more within our means. Specifically, I am asking you to waive the accrued interest amounts, leaving the current principal balance at \$391,363.80. Further, I would propose the reduction of the interest rate to 6.0 % which would make the principal and interest payment \$2,346.00. Then, including the estimated escrow payment of \$637.00 the total monthly amount would be slightly under \$3,000.00 which is 40% of our gross monthly income. Compare this with the proposed payment that you had of \$3,724.00 which is over 51% of our monthly income and, therefore, really not sustainable.

I am asking you to recognize the hardship that we have and that you have an opportunity here to keep the loan in a "performing" status instead of having to write this off as a "toxic asset". The interest rate proposed is lower but still competitive with current rates.

As noted above, please send your proposal documentation directly to my attorney at the address indicated.

Thank you very much for your consideration of this matter.

Very truly yours,

Phillip Deegan

Re: Borrower: Phillip Deegan
Property: 1508 Maxim Southard Road
Howell, NJ 07731
Loan Number: 1328014643

Phillip and Desiree Deegan
1508 Maxim Southard Road
Howell, NJ 07731

March 4, 2010

Re: Borrower: Phillip Deegan
Property: 1508 Maxim Southard Road
Howell, NJ 07731
Loan Number: 1328014643
Docket Number: F-4716-08

Dear Sir/Madam:

I am Desiree Deegan, wife of the borrower Phillip Deegan. In accordance with instructions from your offices, please allow this letter to serve as my statement that I contribute the amount of \$1,200.00 to our household expenses (this is included in our monthly amount on our financial statement).

Thank you for your consideration of our hardship application to modify our loan to make it within our means.

Thank you for your attention to the above.

Very truly yours,

Desiree Deegan