

DOCKET # F-009564-12

RECEIVED

SEP. 24 2012



Francis J. McCormick  
16 Red Oak Court  
Voorhees, NJ 08043

SUPERIOR COURT  
CLERK'S OFFICE

SUPERIOR COURT CLERK

FORECLOSURE PROCESSING SERVICES

ATTENTION: OBJECTION TO NOTICE OF INTENT TO FORECLOSE

PO Box 971

TRUSTON, NJ 08625

DEAN CLERK'S OFFICE AND,

I OBJECT TO THE COMPLETED ORDER  
OF INTENTION TO FORECLOSE BECAUSE THE  
INFORMATION CONTAINED IN THE ORDER IS INCORRECT

MY ORIGINAL PROMISSORY NOTE WAS  
\$408,000. SEEN AND DATED 8/10/05. PLEASE  
SEE ATTACHED. THE COMPLETED ORDER OF INTENTION  
TO FORECLOSE INDICATES ORIGINAL AMT OF  
\$3308,000. PLEASE SEE ATTACHED.

PLEASE ACCEPT THIS WRITTEN OBJECTION  
THAT STATES CAUSE AND DISMISSES THIS ORDER  
OF INTENTION TO FORECLOSE. THANK YOU,

ANY QUESTION, PLEASE CALL ME @ 856-261-  
9901.

(C) MR. MARK S. MELODIA  
JUDGE MELUIGOT



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

Date: 8/14/2012

FRANCIS J MCCORMICK  
16 RED OAK COURT  
VOORHEES, NJ 08043-0000

RE: Wells Fargo Home Mortgage 708/0146361753  
Mortgagor(s): FRANCIS J MCCORMICK  
Mortgaged Premises: 16 RED OAK COURT  
VOORHEES  
NJ  
08043

**NOTICE OF INTENTION TO FORECLOSE**

Dear Borrower(s):

Wells Fargo Home Mortgage (hereafter, "Wells Fargo") services a mortgage (hereafter, the "Mortgage") in the original principal amount of \$3,308,000.00 on the residential property commonly known as 16 RED OAK COURT, VOORHEES, NJ 08043, which Mortgage was made on 8/10/2005.

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

Monthly payments (principal, interest, and escrow) from 11/1/2009 are as follows:

Payments- Totaling	\$ 112,053.36
Total Accrued Unpaid Late Charges (Monthly Late Charge \$ 119.05)	\$ 1,753.52
Unapplied Funds	\$ 3,715.04
Miscellaneous Fees	\$ 1,270.00
Total Delinquency as of 8/14/2012	\$ 111,480.89

**Your Pre-Foreclosure Action Right to cure this Default**

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

**Payments only address:**

**Wells Fargo Home Mortgage  
1200 W 7th Street  
Suite L2-200  
Los Angeles, CA 90017**

Return To:  
**Final Docs Dept.**  
**Arlington Capital Mortgage**  
**Two Greenwood Square, Suite**  
**200**  
**Bensalem, PA 19020**

Prepared By:  
**DENISE MARTIN**  
**Arlington Capital Mortgage**  
**2 Greenwood Square, Suite**  
**200, Bensalem, PA 19020**

[Space Above This Line For Recording Data]

## MORTGAGE

MIN **100086818050700897**

### DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated **August 10, 2005** together with all Riders to this document.

(B) "Borrower" is **FRANCIS J. MCCORMICK, AND SUSAN M. MCCORMICK, HUSBAND AND WIFE**

Borrower is the mortgagor under this Security Instrument.

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

NEW JERSEY - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

**1805070089**  
Form 3031 1/01

 -6A(NJ) (0005).01

Page 1 of 15

Initials: \_\_\_\_\_

VMP MORTGAGE FORMS - (800)521-7291

MERS Phone: 1(888)679-6377

MIN: 100086818050700897

Loan No.: 1805070089

(D) "Lender" is **Arlington Capital Mortgage Corp.**

Lender is a **corporation**  
organized and existing under the laws of **DELAWARE**  
Lender's address is **701 Route 73 South, Suite 420, Marlton, NJ 08053**

(E) "Note" means the promissory note signed by Borrower and dated **August 10, 2005**  
The Note states that Borrower owes Lender **four hundred eight thousand and 00/100** Dollars

(U.S. \$ **\$408,000.00** ) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **September 1, 2035**

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

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

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> 1-4 Family Rider
<input type="checkbox"/> VA Rider	<input type="checkbox"/> Biweekly Payment Rider	<input checked="" type="checkbox"/> Other(s) [specify]

**LEGAL DESCRIPTION**

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

**1805070089**

 -6A(NJ) (0005).01

Page 2 of 15

Initials: \_\_\_\_\_

Form 3031 1/01