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SUPERIOR COURT
CLERK'S OFFICE

Gail Fung
545 Ryeside Ave
New Milford, NJ 07646
201-483-6159(home)
917-361-9058 (mobile)
Defendant Pro se

REED SMITH LLP, WELLS FARGO BANK, N.A.
HSBC BANK USA, NATIONAL ASSOCIATION,
AS TRUSTEE FOR NAAC-2007-2,
PLAINTIFF,

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION
BERGEN COUNTY

DOCKET NO: F-009564-12

Vs.

GAIL FUNG, ET AL.
DEFENDANT(S)

NOTICE OF MOTION OF OBJECTION
TO PLAINTIFF'S ORDER TO SHOW CAUSE

TO: HSBC BANK USA, NATIONAL ASSOCIATION,
AS TRUSTEE FOR NAAC-2007-2
Phelan Hallinan & Schmeg, PC
400 Fellowship Road, Suite 100
Mt. laurel, NJ 08054
Attorneys for plaintiff

PLEASE TAKE NOTICE: I Gail Fung owner and occupant of 545 Ryeside Ave, New Milford NJ hereby enters this **MOTION OF OPPOSITION FOR PLAINTIFF'S NOTICE OF ORDER TO SHOW CAUSE** Therein: WELLS FARGO BAK N.A., HSBC BANK USA, NATIONAL ASSOCIATION, AS TRUSTEE FOR NAAC-2007-2. You are receiving this motion because you have submitting an application to the Superior Court of New Jersey, Chancery Division, at The Hughes Justice Complex CN971, Trenton New Jersey for Entry of Order to Show cause. American Servicing Company has pre-qualified me for a loan modification under the Making Home affordable plan, American Servicing Company promised to suspend ALL foreclosure activity under way once I was pre-qualified for said loan modification; has agreed to a loan modification for said property under the Making Home Affordable Plan. I have enclosed all documentation of proof of loan modification and am at the final stages of the HAMP program being handled under loan processor Mike Tracewell of American Servicing Company and Wells Fargo Bank. Plaintiff has accepted \$13,216 for Home Loan Modification and has not provided Defendant with such Modification. Instead Plaintiff cancelled agreement for modification and placed Defendants loan into foreclosure. Plaintiff acted unethically and canceling agreement and keeping funds that were provided for loan modification. Moreover said loan is subject of predatory lending. Plaintiff states original loan amount to be \$666, 212.00, which is false. Original loan amount is \$640,000 in which monthly mortgage payments were made until April 2010. Please see enclosed documentation. Late charges were forgiven. Partial payments were not applied. Payments after 12/1/2008 were not applied to loan.

More importantly the guidelines that have been established for the HAMP program state that once a homeowner has been pre-qualified for the HAMP program and their loan is in a workout status ALL foreclosure proceeding will be suspended. In my case this has not occurred and although I have brought it to the attention of the home retention team as well as my processor that the bank has NOT complied with the terms of the program nothing has been done to correct the mistake. I have been in accepted into the pre-qualification of the HAMP program since May 13, 2010 and have been in active foreclosure as well yet the two happening at the same time according to the two actions is impossible and not allowed. Consequently, no matter how many times I have requested in writing and verbally over the phone it the correction has not occurred. Thus I am in this situation at the moment.

BY: 

Gail Fung, Defendant

Dated: September 5, 2012

MIN: 1000611-0297338452-0

NOTE

Loan Number: 0297338452

DECEMBER 21, 2006
[Date]

BOGOTA
[City]

NEW JERSEY
[State]

545 RYESIDE AVENUE, NEW MILFORD, NEW JERSEY 07646
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 640,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is COLUMBIA HOME LOANS, LLC

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 8.500 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 1st day of each month beginning on FEBRUARY 1 2007. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on JANUARY 1, 2037, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 400 COLUMBUS AVENUE, VALHALLA, NEW YORK 10595

or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 4,921.05

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

Borrower Initials: 





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

First installment

February 25, 2010

004986 1 MB 0.382 4886/004986/010837 024 02 AC03P24 LC065 108

Gail Fung
545 Ryeside Ave
New Milford NJ 07646-1340



Due Date: 12-01-08
Loan Number 106-1256047141

We have good news about the above referenced loan. 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 Agreement ("Agreement").

Currently, your loan is due for 15 installments, from December 01, 2008 through February 01, 2010. As agreed, you have promised to pay the amounts stated within the Agreement, the terms and conditions of which are outlined on page two. The Agreement must be signed and returned with the first installment. This is not a waiver of the accrued or future payments that become due, but a trial period showing you can make regular monthly payments. Please note that investor approval is still pending.

Upon successful completion of the Agreement, your loan will not be contractually current. Since the installments may be less than the total amount due, you may still have outstanding payments and fees. Any outstanding payments and fees will be reviewed for a loan modification. If approved for a loan modification, based on investor guidelines, this will satisfy the remaining past due payments on your loan and we will send you a loan modification agreement. An additional contribution may be required.

Any installments received will be applied to the delinquent payments on the loan. During this Agreement, installments are to be mailed to:

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

If your loan is in foreclosure, we will instruct our foreclosure counsel to suspend proceedings once the initial installment 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 the credit bureau 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 008 S4B

Sincerely,
Borrower Counseling Services

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,

To print this page [Click Here.](#)
[Close Window](#)

This is the front of your check

GAIL FUNG 12-09 134
 545 RYESIDE AVE
 NEW MILFORD NJ 07848 66-136/312
798

Guaranteed Amount
 16079.146 | 3/1/10

Pay to the Order of ASC Date \$ 6077.44

Six Thousand Seven Seven And 40/100 Dollars

TD Bank
 America's Most Convenient BankSM

For 106-1256047141 YFS

⑆031281368⑆ 4244558346⑆ 0134

This is the back of your check

FOR DEPOSIT ONLY
 TD BANK, NA
 6955 WEST PT. AVENUE
 VARIOUS INVESTORS

To print this page [Click Here](#).
[Close Window](#)

This is the front of your check

0156

ES-136312

Gail Fung
645 Riverside Avenue
New Milford, NJ 07846

Date 4/9/10

Pay to the Order of Americas Servicing Co. \$ 6077.41/100

Six thousand seven hundred and forty seven 00/100 Dollars

TD BANK
8 EAST DEMAREST AVENUE
ENGLEWOOD, NJ 07631

For Loan # 1256047141

Gail Fung

⑆031201360⑆ 42445583460 0156

This is the back of your check

ENDORSE HERE

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE *

APR 10 2010

⑆031201360⑆ 42445583460 0156

FEDERAL RESERVE BANK REGULATION CC

THE SECURITY FEATURES LISTED BELOW, AS WELL AS THOSE NOT LISTED, EXCEED INDUSTRY GUIDELINES.

SECURITY FEATURES:

- MicroPrint Signature Line
- Security Screen

RESULTS OF DOCUMENT AUTHENTICATION:

- Small type in signature line appears as dotted when photocopied
- Absence of Orange Document™ markings on back of check

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1st installment

NEW MILFORD POST OFFICE
NEW MILFORD, New Jersey

076469998

3356730745-0097

03/12/2010 (201)892-3951 03:35:01 PM

Sales Receipt

Description	Sale Unit	Qty	Price	Final Price
FORT MILL SC 29715				\$5.05
Zone-4 Priority Mail				
1.00 oz.				

Issue PVI: \$5.05

FORT MILL SC 29715

Zone-4 Priority Mail

1.00 oz.

Expected Delivery: Mon 03/15/10

Delivery Confirmation \$0.70

Label # 03091140000006223665

Customer Postage -\$5.05

Subtotal: -\$0.70

Issue PVI: \$0.70

Total: \$5.75

Paid by: Cash \$6.00

Change Due: -\$0.25

Order stamps at USPS.com/shop or call 1-800-Stamp24. Go to USPS.com/clicknship to print shipping labels with postage. For other information call

GAIL FUNG 12-09
545 RYESIDE AVE
NEW MILFORD NJ 07848

134

55-159/312 798

Pay to the Order of ASC

3/11/10

Date

Six thousand Seventy Seven and 46/100 \$ 607.44

Dollars



America's Most Convenient Bank

For 1001-12580971141

⑆031201360⑆ 4244558346⑈

Phis B

0631

MP

2nd Installment

U.S. Postal Service™ Delivery Confirmation™ Receipt

Postage and Delivery Confirmation fees must be paid before mailing. Article Sent To: (to be completed by mailer)

DELIVERY CONFIRMATION NUMBER: 0308 2040 0000 3508 2701

PS Form 3822, May 2002



Mac X 7801-20316
3000 Sturtevant Blvd
Fort Mill SC 29716
America Seniors
POSTAL CUSTOMER:
Keep this receipt. For inquiries:
Access internet web site at
WWW.USPS.COM
Or call 1-800-222-1811

- Priority Mail™ Service
 - First-Class Mail® parcel
 - Package Services parcel
- (See Reverse)

CHECK ONE (POSTAL USE ONLY)

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Gail Fung
645 Riverside Avenue
New Milford, NJ 07846

Date: 4/10/02

55-136/312

0156

Pay to the American Savings Co. \$ 600.00
Order of SY Phoson Sunny Sun. and family
Customer Security Code: 0156

TD BANK
9 EAST DENAIREST AVENUE
ENGLEWOOD, NJ 07831

For DEPOSIT ONLY: 42445583461 0156

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