

LAW OFFICE OF JANET C. NAVARRO
36 First Avenue, Suite 203
Denville, New Jersey 07834
P: (973) 784-4298
Attorneys for Defendant
Kristine L. Hale

RECEIVED

SEP 25 2012

SUPERIOR COURT
CLERK'S OFFICE

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

: Superior Court of New Jersey
: Chancery Division: Passaic County

: Docket No.: F-009564-12

: Civil Action

: CERTIFICATION IN OPPOSITION TO
: WELLS FARGO BANK, N.A.'S
: APPLICATION TO ISSUE CORRECTED
: NOTICES OF INTENT TO FORECLOSE

KRISTINE L. HALE f/k/a Kristine L Yurchak, of full age,
hereby certifies as follows:

1. I am one of the defendants in the matter captioned
Deutsche Bank National Trust Company, as Trustee for ABFC Asset
Backed Securities Trust Series 2005-WF1 v. Yurchak, Docket No.
F-4744-09, which is pending in the Superior Court of New Jersey,
Chancery Division, Morris County.

2. I am opposing the application by Wells Fargo Bank,
N.A. to issue a corrected Notice of Intent ("NOI") to Foreclose
because the corrected notice: 1) is still not in full compliance
with the Fair Foreclosure Act requirements; and 2) was not
served properly.

**The Corrected NOI does not Comply
with the Fair Foreclosure Act Requirements**

3. The August 15, 2012 corrected NOI that was served on me states that the total amount required to bring the mortgage current is \$198,699.72. This total amount, however, includes \$1,600.00 of "Miscellaneous Fees." A copy of the corrected NOI is annexed hereto as Exhibit A.

4. It is not clear from the face of the corrected NOI what the nature of these miscellaneous fees is or why I am required to pay them to sure the default.

5. More significantly, however, it is also unclear whether the "Miscellaneous Fees" I am required to pay includes attorneys fees and costs.

6. My attorney advises me that the plaintiff is not entitled to recover attorneys fees and costs prior to the initiation of the foreclosure complaint. While I realize the foreclosure action was filed in 2009, I should still be given the opportunity to cure the default without the imposition of a penalty.

7. Therefore, the plaintiff should not be permitted to issue corrected NOI's that contain any "miscellaneous fees" and/or require me to pay attorneys fees and costs.

The Corrected NOI Was Not Served On All Parties

8. Pursuant to paragraph 3 of the Order to Show Cause, Wells Fargo is required to serve the corrected NOI and other

documents at the last known address of the Foreclosure Defendant.

9. Wells Fargo served the corrected NOI on both Patrick Yurchak and me at 133 Aspen Court, Lake Hopatcong, NJ 07849. See Exhibit A.

10. However, Patrick Yurchak no longer resides at 133 Aspen Court, Lake Hopatcong, NJ. He moved out of 133 Aspen Court on June 28, 2008 and his last known address is the Ramada Inn, 949 Route 46, Parsippany, New Jersey.

11. Further, we were divorced on May 16, 2011 so the corrected NOI is not permitted to be served on us as a marital couple living at the same address. A copy of the final Judgment of Divorce is attached hereto as Exhibit B.

12. Accordingly, it is respectfully requested that Wells Fargo Bank N.A.'s application to issue corrected NOI's be denied.

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

Dated: September 21, 2012


KRISTINE L. HALE

EXHIBIT A



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

Date: 8/15/2012

KRISTINE L YURCHAK
PATRICK YURCHAK
133 ASPEN COURT
LAKE HOPATCONG, NJ 07849

RE: Wells Fargo Home Mortgage 708/0141889824
Mortgagor(s): KRISTINE L YURCHAK
PATRICK YURCHAK
Mortgaged Premises: 133 ASPEN COURT
LAKE HOPATCONG
NJ
07849-2432

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 \$380,000.00 on the residential property commonly known as 133 ASPEN COURT, LAKE HOPATCONG, NJ 07849-2432, which Mortgage was made on 38313.

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 9/18/2012 is as follows:

Monthly payments (principal, interest, and escrow) from 5/1/2008 are as follows:

Payments- Totaling	\$	191,789.02
Total Accrued Unpaid Late Charges (Monthly Late Charge \$ 115.45)	\$	5,310.70
Unapplied Funds	\$	0.00
Miscellaneous Fees	\$	1,600.00
Total Delinquency as of 8/15/2012	\$	198,699.72

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 9/18/2012 in CERTIFIED funds, to:

Payments only address:

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

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

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

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

Randy Bockenstedt, Senior Vice President
Wells Fargo Home Mortgage
Address: 3480 Stateview Boulevard
MAC D3348-027
Fort Mill, SC 29715
Phone Number: 1-800-868-0043

The lender of your loan is:

Deutsche Bank National Trust Company, as Trustee for ABFC Asset Backed Securities Trust Series 2005-WF1
1761 East St. Andrew Place
Santa Ana, CA 92705

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

Very truly yours,

Wells Fargo Home Mortgage
Default Management Department

This communication is an attempt to collect a debt and any information obtained will be used for that purpose. However, if you have received a discharge of this debt in bankruptcy or are currently in a bankruptcy case, this notice is not intended as an attempt to collect a debt and, this company has a security interest in the property and will only exercise its rights as against the property.

EXHIBIT B

FILED

MAY 16 2011

CATHERINE I. ENRIGHT
J.S.C.

CELLI & SCHLOSSBERG, L.L.C.
Courthouse Plaza
60 Washington Street
Morristown, New Jersey 07960
(973) 292-7500
Attorney for Plaintiff

Plaintiff

KRISTINE L. YURCHAK

vs.

Defendant

PATRICK YURCHAK

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION
FAMILY PART

MORRIS COUNTY

Docket No. FM-14-629-11

CIVIL ACTION

FINAL JUDGMENT OF DIVORCE

THIS MATTER coming on to be heard on May 16, 2011 on the application of Celli & Schlossberg, L.L.C. (Katherine E. Giusti, Esq. appearing), attorney for Plaintiff, KRISTINE L. YURCHAK, upon Notice of Application for Equitable Distribution, no one appearing for or on behalf of Defendant, PATRICK YURCHAK, and the court having heard and considered the Plaintiff's Complaint and proofs, the Court makes the following findings of fact and conclusions of law:

1. The Plaintiff and the Defendant were married on June 26, 1994.

2. Plaintiff filed her Complaint for Divorce on November 3, 2010. The Complaint and a form of Summons were personally served on Defendant on November 29, 2010 at the Morris County Courthouse by a duly deputized Officer of the Morris County Sheriff's Department.
3. Defendant failed to answer or otherwise plead in response to the Complaint within the time provided by the Rules Governing the Courts of New Jersey, and the Defendant's Default was entered on January 6, 2011.
4. Plaintiff filed her Notice of Application for Equitable Distribution, a supporting Certification and a Case Information Statement, on March 18, 2011. A copy of the Notice, Certification and CIS were served on Defendant by certified mail, return receipt requested and regular mail at his last known address. The certified mail was returned unclaimed, however, the regular mail was not returned.
5. The matter was set down for hearing before this Court on May 16, 2011. Notice thereof was served on Defendant by certified mail, return receipt requested and regular mail at his last known address. The certified mail was returned unclaimed, however, the regular mail was not returned.
6. Defendant has made no application to vacate Default or to seek leave to be heard on the Notice of Application for Equitable Distribution.

7. The Plaintiff has pleaded and proved a cause of action for divorce under the statutes based on ~~eighteen (18) months~~ ^{irreconcilable} ~~separation~~ ^{differences}. (C)
8. The Plaintiff has been a bona fide resident of this state for more than one year next preceding the commencement of this action. This Court has acquired jurisdiction over the Defendant and the subject matter pursuant to the rules governing the court. Venue is appropriately placed in Morris County.
9. The Court has considered Plaintiff's Notice of Application for Equitable Distribution, Plaintiff's ^(Notice & Proposed Judgment) Certification in support thereof and Plaintiff's Case Information Statement. The Court adopts and finds as fact the factual allegations set forth in each of those documents.
10. Good cause appears from all of the above to enter this Final Judgment of Divorce.

THEREFORE, In consideration of the foregoing,

IT IS, on this 16th day of May, 2011, by the Superior Court of New Jersey, Chancery Division, Family Part, ORDERED and ADJUDGED, and such Court, by virtue of the power and authority of the Court under the acts of the Legislature in such case made and provided, does hereby ORDER and ADJUDGE that the Plaintiff, KRISTINE L. YURCHAK, and the Defendant, PATRICK YURCHAK, be divorced from the bond of matrimony for the cause aforesaid, and the parties, and

each of them, be freed and discharged from the obligations thereof;
and it is further

ORDERED, that:

1. Effective upon entry hereof, Plaintiff have sole legal and physical custody of the minor children of the marriage.
2. Defendant have parenting time every Saturday from 10:00 a.m. until Sunday at 12:00 p.m.
3. Defendant have an affirmative obligation to notify Plaintiff where he will be exercising his parenting time with the minor children. In the event Defendant fails to notify Plaintiff of same he will not be allowed to exercise parenting time.
4. Defendant be responsible to pick-up the children at the commencement of his parenting time at the agreed upon location. Defendant is prohibited from allowing any third-party to pick-up the children without Plaintiff's express consent.
5. Plaintiff be responsible to pick-up the children at the conclusion of Defendant's parenting time at the agreed upon location.
6. Defendant have an affirmative obligation to transport the children to their respective activities during his parenting time.
7. Defendant will consult Plaintiff with respect to any child care arrangements or changes in child care. Defendant will contact Plaintiff as the first option for child care if he

unavailable for three (3) hours or longer, prior to exploring other sources of child care.

8. Each parent will be entitled to two weeks of vacation with the minor children during the summer. Each parent will provide the other parent with at least thirty (30) days' notice of any vacation plans in which the children are included. Each parent will provide the other with a travel itinerary, including dates of departure and arrival, flight numbers (if applicable), location(s) and telephone access number(s), and will agree on times for the children to be on the phone with the other parent.
9. The parties divide the holidays as they are able to agree..
10. Defendant pay child support, ^{through The Morris County Probation Dept.} to Plaintiff in the amount of \$148 per week in accordance with the Order entered on November 24, 2010. See attached hereto as Exhibit A copy of said Order. The payments should be made through the Morris County Probation Department via wage garnishment.
11. Defendant pay an additional \$50 per week towards any and all outstanding arrears. As of May 16, Defendant's total outstanding arrears were \$4,736. See attached hereto as Exhibit B a printout from NJ Childsupport.org.
12. In the event Defendant fails to make two consecutive child support payments, ^{following final hearing} a warrant shall immediately issue for his arrest and Defendant shall be held until such time as he makes a significant payment towards his child support obligation. (e)

13. Defendant shall have an affirmative obligation to keep Plaintiff ^{+ The Probation Department} apprised of his employment with any and all employers. Defendant shall provide said information to Plaintiff every six months.

14. Plaintiff be responsible for the first \$250 per year, per child of unreimbursed medical expenses including any and all medical, dental, hospitalization, prescription drug and orthodontic expenses, so long as Defendant is paying his child support obligation.

15. Any unreimbursed medical expenses which exceed \$250 per year for any individual child shall be shared equally by the parties.

16. In the event Defendant fails to pay his child support obligation, he shall be responsible for 50% of any and all unreimbursed medical expenses for the unemancipated child.

17. Defendant shall be responsible to pay one-half of all costs of work related childcare including summer camp.

18. Each party shall be responsible for their own health and medical, dental, diagnostic and prescription drug insurance coverage and all other related medical insurance expenses. Each party shall be solely responsible for the payment of their own unreimbursed or uncovered medical, dental,

— diagnostic and prescription drug expenses. ^{* Each party shall maintain life insurance for the benefit of the children in the amount}
19. The minor children are currently covered through New Jersey *

Kid Care.

* of \$200,000, allocated 6 equally between the children (i.e. \$100,000 each).

20. Neither party shall pay alimony to the other. ~~Each of the parties has adequate sources of income to maintain a lifestyle reasonably comparable to the marital standard of living. Plaintiff is employed, earning approximately \$49,000 per year. The Defendant is collecting Social Security Benefits and has retirement assets from which she is able to provide for her monthly needs and expenses~~

21. Plaintiff be and he hereby is granted sole use, occupancy and ownership of the former marital residence located at 133 Aspen Court, Lake Hopatcong, New Jersey. Defendant shall vacate the property within thirty (30) days of the entry of this Judgment.

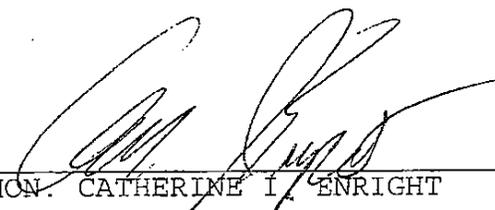
22. Counsel for Plaintiff ^{shall} prepare any and all documents necessary to transfer title ^{of} the former marital residence to Plaintiff. Defendant ^{shall} execute all such documents within thirty (30) days of the entry of this Judgment. Should Defendant fail to execute said documents within the time ordered herein, Plaintiff be and he hereby is granted leave to execute all such documents as Defendant's attorney in fact, citing this Judgment as his authority to do so. ^{Plaintiff shall continue}

^{to list the former marital residence for sale.}
23. Plaintiff shall hold Defendant harmless from any liability associated with the former marital residence. (C)

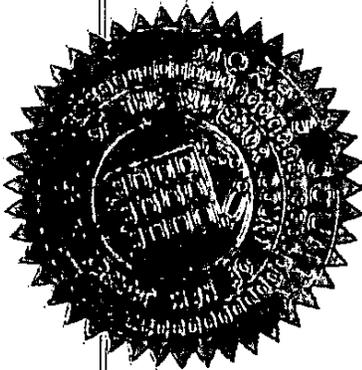
24. Plaintiff have sole and exclusive use and ownership of the furniture and furnishings contained in the former marital residence.

25. Each party have the sole and exclusive ownership of any and all bank accounts, brokerage accounts and the like which are maintained in their individual names. Joint accounts, if any, will be closed and the proceeds of the account(s) will be divided equally between the parties.
26. The parties do not maintain any retirement assets.
27. Each party shall be responsible to obtain and pay the cost of their own car insurance in the ^{event} either party obtains a vehicle. (E)
28. The parties' outstanding marital credit card debt in the amount of \$14,383 with Bank of America shall be divided equally between the parties. Defendant should take the necessary steps to transfer one-half of the debt into his own name within 7 days of the date of this Judgment
29. The parties joint federal tax liability in the amount \$4,500 shall be shared equally between the parties. Defendant shall be responsible to pay one-half of this debt.
30. The parties' outstanding judgment from Ford Motor Credit relating to the repossession of Defendant's car in the amount ^{Approximate} \$ 8,000 shall be solely the responsibility of Defendant. He shall hold Plaintiff harmless from any liability relating to same.
31. Plaintiff shall be solely responsible for the personal loans due and owing to each of her parents in the amount of \$12,000 each.
32. ^{Each party shall be responsible for any debts incurred by him or her + neither party shall pledge the credit of the other.} ORDERED and ADJUDGED that the plaintiff, KRISTINE L. YURCHAK, who was born on October 4, 1966, and whose social security number

ends in 6276, be and is hereby permitted to resume her maiden name of KRISTINE L. HALE, and she shall not use her married name from and after this date



HON. CATHERINE I. ENRIGHT



I, Michael J. Arnold, deputy clerk of the Superior Court of New Jersey, the same being a Court of Record, do hereby certify that the foregoing is a true copy of the *final judgment of divorce* now on file in my office

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court of Trenton, this *16th* day of *May* Two thousand and *eleven*

Michael J. Arnold
DEPUTY CLERK

by J. Hendricks
Special Deputy Clerk

LAW OFFICE OF JANET C. NAVARRO

36 First Avenue, Suite 203
Denville, New Jersey 07834
P: (973) 784-4298
Attorneys for Defendant
Kristine L. Hale

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

: Superior Court of New Jersey
: Chancery Division: Passaic County
:
: Docket No.: F-009564-12
:
: Civil Action
:
: **CERTIFICATION OF SERVICE**
:
:
:
:

I hereby certify that the original of the Certification in Opposition to Wells Fargo Bank, N.A.'s Application to Issue Corrected Notices of Intent To Foreclose by sending it via certified mail on this date to the following address:

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

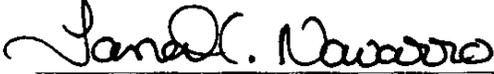
In addition, I certify that I served a copy of this motion on the person(s) or attorney(s) listed below by sending it via certified mail on this date to the parties listed below:

Mark Melodia, Esq.
Reed Smith, LLP
Princeton Forrestal Village
136 Main Street
Princeton, NJ 08540

Hon. Margaret Mary McVeigh,
J.S.C.
Superior Court of New Jersey
Passaic County Courthouse,
Chambers 100
71 Hamilton Street
Paterson, New Jersey 07505

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

Dated: September 21, 2012


JANET C. NAVARRO

LAW OFFICE OF
JANET C. NAVARRO
36 First Avenue, Suite 203
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JANET C. NAVARRO
janet@navarro-firm.com

Admitted to practice in NY & NJ

RECEIVED

SEP 25 2012

SUPERIOR COURT
CLERK'S OFFICE

September 21, 2012

Via Certified Mail/RRR

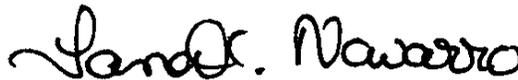
Superior Court Clerk's office, Foreclosure Processing Services
Attention: Objection to Notice of Intention to Foreclose
P.O. Box 971
Trenton, New Jersey 08625

Re: **In Re Application by Wells Fargo Bank, N.A.**
Docket No.: F-009564-12

Dear Sir/Madam:

Enclosed please find the Certification of Kristine L. Hale in opposition to Wells Fargo Bank, N.A.'s application to issue corrected NOIs with regards to the above-referenced Docket Number. Thank you.

Very truly yours,



JANET C. NAVARRO

Enclosures

cc: Mark Melodia, Esq. (via Certified Mail/RRR)
Hon. Margaret Mary McVeigh, J.S.C. (via Certified Mail/RRR)