

Fernando Peters  
380 Mountain Road Unit 605  
Union City, N.J. 07087

RECEIVED

SEP 25 2012

SUPERIOR COURT  
CLERK'S OFFICE

September 23, 2012

RE: Objection to corrected NOI - Docket No.: - F-009564-12  
DOCKET NO: F 041345-10 (DEFENDANT - FERNANDO PETERS)

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

To whom it may concern:

This letter is in response to an Order to Show Cause regarding Docket No.: F-009564. Please know that I object to the New Jersey Supreme Court's Decision in US Bank, NA v. Guillaume, 209 N.J. 449 (2012) for the following particular and specific reasons as they apply to my extenuating circumstance. So the court should know i have been sick, not staying at the subject premises for over two years, and taking care of my mother with Parkinson's disease elsewhere. The fact of the matter I was never served the complaint. The order to vacate the default is being filed and the answer to the complaint is ready to be submitted.

Please refer to **Exhibit "QWR"** (meaning "Qualified Written Request") dated: August 14, 2012 mailed on August 22, 2012 by Certified Return Receipt Requested. Its is a four page letter with a one page exhibit referred therein as **Exhibit "QWR"** also attached hereto. The letter was addressed to Wells Fargo Bank, N.A., d/b/a America's Servicing Company, Servicer. I formally asked in this letter a total of (24) - twenty four questions that included a request for information as written in said "QWR" addressed to Wells Fargo, N.A., d/b/a America's Servicing Company. Question number (2) clearly asks for the following:

2. As the Servicer, provide (a) the name of the Noteholder - Who is its Principal, and b) a copy of an agreement with the Principal that authorizes the Servicer to collect monthly payments on its behalf.

On a letter dated: September 11, 2012 from America's Servicing Company of which I received in my mail box on September 15, 2012 is their response. Please refer to **Exhibit "ASC Response"** which is attached herein. The letter is self explanatory, it clearly states,

**"There is not a specific investor on the loan as there are multiple investors. The pool of loans is managed on behalf of investors by U. S. Bank, N.A. and their address is:"**

Please read in detail the subject letter and see for yourself how many of the questions were answered, instead I was directed to get the other information by subpoena from ASC (America's Servicing Company). This is outrageous and absolutely conflictive, contradictory and not clear, concise and specific to say the least.

With that said, one fact was of significant importance and that is that U.S. Bank (the trustee) is a manager or a pool manager on behalf of the investors as opposed to a lender as represented by ASC - America's Servicing Company advised on their 4-page letter dated: August 14, 2012, as attached to the Order to Show Cause (Refer to **Exhibit "Order to Show Cause"**) which is a total of 5-pages including the back and front, and also attached is a 4-page letter of intent which clearly states on page 3 that, "The lender" of your loan is: U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR BAFC 2007-4.

This letter from ASC-America's Servicing Company to Fernando Peters the defendant herein dated: August 14, 2012 clearly states as follows, "Please be advised that the New Jersey Supreme Court recently held in U. S. Bank N.A. v. Guillame, 209 **N.J.** 449 (2012), that mortgage lenders seeking to foreclose must comply with the New Jersey Fair Foreclosure Act's requirement that a Notice of Intention to Foreclose set forth the name and address of the lender.

I reiterate on page 3 of the "Notice of Intention to Foreclose" it states U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR BAFC 2007-4 is the lender.

**So here we go again when it's not MERS purporting to be a nominee/mortgagee, its U.S. Bank National Association representing themselves to the borrower as a manager or pool manager on behalf of investors (therefore, a trustee) while at the same time representing to the borrower and the court in the corrected NOI attached herein the "Order to Show Cause" that it is the "lender."**

It is understood that for the purposes of the FFA, "lender" is defined as "any person, corporation, or other entity which makes or holds a residential mortgage, and any person, corporation or other entity to which such residential mortgage is assigned." **N.J.S.A. 2A:50-55.** This definition acknowledges that a trustee (as in this case) is a "lender" by the mere fact that it makes, holds a mortgage as a trustee or **that it is assigned a mortgage.**

Therefore, this statute's definition of a "lender" simply assumes that the plaintiff herein that represents itself as a trustee is a lender without even considering the following: who assigned the mortgage, as in this case a conflictive entity such as MERS -

Mortgage Electronic Registration, Systems, Inc. as a nominee and mortgagee for Mortgageit, Inc.; that the assignment of mortgage from MERS to the plaintiff herein dated: March 3, 2009 is fraudulent and was assigned to the trustee after the cut-off date of May 1, 2007 and the closing date of May 31, 2007; that there exist a conflict of interest involving the parties to this assignment as in this case that includes (the plaintiff's law firm Phelan Halinan and Schmieg, specifically a Judith T. Romano, an attorney in the same firm) and others; and most important without making reference to the (PSA-Pooling Servicing Agreement, Prospectus or Prospectus Supplement) that governs the trust (BAFC 2007-4 ) which clearly indicates who the true lender is and who is the trustee. See attached herein **Exhibit "Prospectus Supplement"**. Note:

So therefore, the statute N.J.S.A. 2A:50-55 in this case, wrongfully empowers the Plaintiff to allege he is the "lender" by an assignment of mortgage dated: March 3, 2009, when in fact U.S. Bank National Association is a trustee acting on behalf of a trust attempting to foreclose after the cut-off date of May 1, 2007 and the closing date of on or about May 31, 2007 of the trust. This is almost two years and some months after the fact that the trust has been closed, so this statute clearly should not be applied in this case because the trustee now "lender" (?) has no standing to even initiate this foreclosure action.

Furthermore, for the court to conclude as per the statute N.J.S.A. 2A:50-55 that the foreclosing party is a "lender" for the purposes of the (FFA - Fair Foreclosure Act) is in fact giving the plaintiff standing to proceed in a foreclosure when in fact the plaintiff has no standing. The court should not overlook the material facts contained in the (PSA, Prospectus and Prospectus Supplement) that governs the trust and what implications could in fact affect adversely a defendant in a foreclosure by acknowledging a plaintiff as a "lender" under N.J.S.A. 2A:50-55.

The court should also know that in this case in controversy herein, the plaintiff notwithstanding the definition of a "lender" under N.J.S.A. 2A:50-55, the trustee U.S. Bank National Association for the trust BAFC 2007-4 has represented itself as a manager or pool manager on behalf of the investors not as a "lender" to the borrower in the attached **Exhibit "ASC Response"** I reiterate in a letter dated: September 11, 2012, (**Refer to Exhibit "ASC Response"**) is contradictory to what the statute N.J.S.A. 2A:50-55 does for the purpose of the FFA that recognizes the plaintiff as "lender" as a result of being assigned a mortgage, which is also contradictory to what is stated in the "Prospectus Supplement" that the plaintiff herein (U.S. Bank National Association) is a trustee for the trust BAFC 2007-4.

The Plaintiff U.S. Bank National Association (the trustee) for BAFC 2007-4 (the trust) as it so represents itself in the caption of the complaint is leveraging on the fact that the statute N.J.S.A. 2A:50-55 recognizes for the purpose of the FFA (Fair Foreclosure Act) and by the mere fact of being assigned a mortgage, that the trustee is

a "Lender" when it is not.

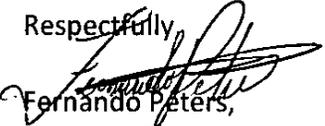
In doing so the "Fair Foreclosure act's "definition and interpretation of a "lender" under the statute N.J.S.A. 2A:50-55, is being applied unfairly, for it misrepresents the truth especially when it involves a trust and a trustee as in the securitized loan in controversy herein. Therefore, it has innocently contradicted itself by definition as to what it was meant to be, fair.

Ignoring these very legal requirements contained in the (PSA, Prospectus and Prospectus Supplement) specifically herein the ("Prospectus Supplement") is not a "formality", it is part and parcel of the rule of law that governs the trust.

Note: I have only enclosed pages 1-10 of the 354 pages, please refer specifically to page S-9 of this Prospectus Supplement which should be initially sufficient to prove to the Court (the closing date and cut-off date of of the trust BAFC 2007-4) and that U.S. Bank, N.A. is not a lender but a trustee as clearly stipulated in Page S-9 of the Prospectus Supplement and in the caption of the foreclosure complaint in controversy herein. The link to the entire "Prospectus Supplement" is as follows:

<http://www.sec.gov/Archives/edgar/data/934377/000137940207000029/prosupp.txt>

Respectfully,

  
Fernando Peters,  
Pro Se Defendant

**cc: Exhibits: Exhibit "QWR"; Exhibit "Order to Show Cause"; Exhibit "ASC Response";  
and Exhibit "Prospectus Supplement"**

# LIST OF EXHIBITS

- 1) EXHIBIT "QWR"
- 2) EXHIBIT "ORDER TO SHOW CAUSE"
- 3) EXHIBIT "ASC RESPONSE"
- 4) EXHIBIT "PROSPECTUS SUPPLEMENT"

# EXHIBIT "QWR"

Fernando Peters  
300 Winston Drive, Unit 201  
Cliffside, Park, N.J. 07010

August 14, 2012

Wells Fargo Bank, N.A., d/b/a  
America's Servicing Company, Servicer  
(as per MERS search done on 8/14/2012)  
P.O. Box 1820  
Newark, NJ 07101-1820

**RE: QUALIFIED WRITTEN REQUEST FOR:**  
**Fernando Peters (Borrower)**  
**300 Winston Drive (Unit 201)**  
**Cliffside Park, NJ 07010**  
**Loan #: 1317009681**

To whom it may concern:

This letter is a "Qualified Written Request" (4-pages plus one Exhibit) under the Federal Servicer Act, which is part of the Real Estate Settlement Procedures Act, 12 U.S.C. 2605(e). This request is made upon the referenced account (Loan #). Specifically, I am requesting the following information:

1. A complete and itemized statement of the loan history from the date of the loan to the date of this letter including, but not limited to, all receipts by way of payment or otherwise and all charges to the loan in whatever form. This history should include the date of each and every debit and credit to any account related to this loan, the nature and purpose of each such debit and credit, and the name and address of the payee of any type of disbursement related to this account.
2. As the Servicer, provide (a) the name of the Noteholder – Who is its Principal, and (b) a copy of an agreement with the Principal that authorizes the Servicer to collect monthly payments on its behalf.

3. Have you purchased and charged to the account any Vendor's Single Interest Insurance?
4. A complete and itemized statement of any late charges to this loan from the date of this loan to the date of this letter.
5. The amount, if applicable, of any "satisfaction fees."
6. A complete and itemized statement from the date of the loan to the date of this letter of any fees incurred to modify, extend, or amend the loan or to defer any payment due under the terms of the loan.
7. A complete and itemized statement of the amount, payment date, purpose and recipient of all fees for the preparation and filing of the original proof of claim, any amended proofs of claim, or any supplemental proofs of claim related to this mortgage.
8. The full name, address and phone number of the current holder of this debt including the name, address and phone number of any Trustee or other fiduciary. This request is being made pursuant to **Section 1642(f)(2) of the Truth In Lending Act**, which requires a servicer to identify the holder of the debt.
9. The name, address and phone number of any master servicers, servicers, sub-servicers, contingency servicers, back-up servicers or special servicers for the underlying mortgage debt.
10. Was the loan securitized? Please provide a copy of any mortgage Pooling and Servicing Agreement and all Disclosure Statements provided to any Investors with respect to any mortgage-backed security trust or other special purpose vehicle related to the said Agreement and any and all Amendments and Supplements thereto.
11. If a copy of the Pooling and Servicing Agreement has been filed with the SEC, provide a copy of SEC form 8k and the Prospectus Supplement, SEC Form 424b5.
12. The name, address and phone number of any Trustee under any Pooling or Servicing Agreement related to this loan.
13. A copy of the Prospectus offered to investors in the trust.

14. The name of the Trust on whose behalf the Trustee acts.
15. Copies of all servicing, master servicing, sub-servicing, contingency servicing, special servicing, or back-up servicing agreements with respect to this account.
16. All written loss-mitigation rules and work-out procedures related to any defaults regarding this loan and similar loans.
17. The procedural manual used with respect to the servicing or sub-servicing of this loan.
18. A summary of all fixed or standard legal fees approved for any form of legal services rendered in connection with this account.
19. Is this loan subject to any Electronic Tracking Agreement? If the answer is yes, then state the full name and address of the Electronic Agent and the full name and address of the Mortgage Electronic Registration System.
20. Is the servicing of this loan provided pursuant to any type of mortgage electronic registration system? If the answer is yes, then attach a copy of the mortgage electronic registration system procedures manual.
21. Is this a MERS Designated Mortgage Loan? If the answer is yes, then identify the electronic agent and the type of mortgage electronic system used by the agent.
22. Is this mortgage part of a Mortgage Warehouse Loan? If so, then state the full name and address of the Lender and attach a copy of the Warehouse Loan Agreement.
23. Upon any default or notice of default, state whether or not the Mortgage Lender has the right to override any servicers or sub-servicers and provide instructions directly to the Electronic Agent? If the answer is yes, then specifically identify the legal basis for such authority.
24. Is this mortgage part of a Whole Loan Sale Agreement? If the answer is yes, then state the name, address and address of the Purchaser, the Custodian, the Trustee, the Electronic Agent and any Servicer or Sub-Servicers.

YOU SHOULD BE ADVISED THAT YOU MUST ACKNOWLEDGE RECEIPT OF THIS QUALIFIED WRITTEN REQUEST WITHIN 20 BUSINESS DAYS, PURSUANT TO **12 U.S.C Section 2605(e)(1)(A) and Reg. X 3500.21(e)(1).**

YOU SHOULD ALSO BE ADVISED THAT I WILL SEEK THE RECOVERY OF DAMAGES, COSTS, AND REASONABLE LEGAL FEES FOR EACH FAILURE TO COMPLY WITH THE QUESTIONS AND REQUESTS HEREIN. I ALSO RESERVE THE RIGHT TO SEEK STATUTORY DAMAGES FOR EACH VIOLATION OF ANY PART OF **Section 2605 of TITLE 12 OF The United States Code.**

**\*ALSO NOTE THAT MORTGAGE SERVICERS (Refer to Exhibit A, 1-page MERS search indicating Wells Fargo Bank, N.A. d/b/a America's Servicing Company, as the Servicer) ARE REQUIRED TO FULLY ANSWER ALL THESE QUESTIONS WITHIN 60 DAYS FROM THE DATE THEY RECEIVE THIS LETTER IN ADDITION TO ACKNOWLEDGING RECEIPT OF THIS REQUEST IN THE FIRST 20 DAYS.**

Sincerely,

---

Fernando Peters

Dated: August 14, 2012

cc: Tomas Espinosa, Esq.

Enclosure: **Exhibit A attached herein** (1-page MERS search indicating Wells Fargo Bank, N.A. d/b/a America's Servicing Company, as the Servicer).

# EXHIBIT A



[www.mers-servicerid.org](http://www.mers-servicerid.org)

Process Loans, Not Paperwork™

**1 record matched your search:**

MIN: 1001120-6573857985-9 Note Date: 03/07/2007

MIN Status: Inactive

Servicer: Wells Fargo Bank, N.A., d/b/a America's Servicing Company

Phone: (651) 605-3711

Minneapolis, MN

If you are a borrower on this loan, you can [click here](#) to enter additional information and display the Investor name.

---

[Return to Search](#)

For more information about Mortgage Electronic Registration Systems, Inc. (MERS) please go to [www.mersinc.org](http://www.mersinc.org)

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JACKSONVILLE FL \$0.65  
 32231 Zone-5  
 First-Class Letter

1.30 oz.  
 Expected delivery: Sat 08/25/12  
 Return Rcpt (Green) \$2.35  
 Card)  
 Certified \$2.95  
 Label #: 7010078000072251015  
 =====

Issue PVI: \$5.95  
 NEWARK NJ 07101 \$0.65  
 Zone-1 First-Class  
 Letter

1.30 oz.  
 Expected Delivery: Thu 08/23/12  
 Return Rcpt (Green) \$2.35  
 Card)  
 Certified \$2.95  
 Label #: 7010078000072251008  
 =====

Issue PVI: \$5.95  
 =====  
 Total: \$17.85  
 =====

Paid by: Debit Card \$37.85  
 Account #: XXXXXXXXXXXXX1318  
 Approval #:   
 Transaction #: 325  
 23903311991  
 Receipt #: 001526  
 Debit Card Purchase \$17.85  
 Cash Back \$20.00

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<b>NEWARK NJ 07101 SPECIAL USE</b>	
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Certified Fee	\$2.95
Return Receipt Fee (Endorsement Required)	\$2.35
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$ 45.95
Postmark Here	08/22/2012

Sent to WELLS FAREO - N.H. d/b/a  
 Street Address AMERICA'S SENIORS COMPANY (SERVICER)  
 or PO Box No. P.O. Box 1820  
 City, State, ZIP Newark, N.J. 07101-1820

U.S. Form 3800, August 2006 See Reverse for Instructions

**EXHIBIT**  
**"ORDER TO SHOW CAUSE"**



It is on this 19 July day of 2012 ORDERED that the Foreclosure Defendants whose names appear on the Corrected NOI List may appear before the Superior Court at the Passaic County Courthouse, 71 Hamilton Street, Paterson, New Jersey at 10 o'clock in the ~~noon~~ or as soon thereafter as counsel can be heard, on the 3 day of October, 2012 to object to this Court's Order allowing Wells Fargo to issue corrected NOIs pursuant to this Order to Show Cause.

**AND IT IS FURTHER ORDERED THAT FOR EACH FORECLOSURE ACTION IN WHICH WELLS FARGO ISSUES A CORRECTED NOI TO A FORECLOSURE DEFENDANT:**

1. Wells Fargo will issue a letter ("Explanatory Letter") to each Foreclosure Defendant in the form attached as Exhibit A to the Verified Complaint. The Explanatory Letter will explain:

- the reasons why the corrected NOI is being served;
- the procedure to follow in the event a Foreclosure Defendant wishes to object to the NOI;
- the individuals to contact with any questions; and
- their right to object to the corrected NOI or their right to cure the default within 30 days of the date of the corrected NOI.

2. Wells Fargo will issue a corrected NOI in the form attached as Exhibit B to the Verified Complaint and shall attach such NOI to the Explanatory Letter referenced in paragraph 1 above. The corrected NOI will exclude attorneys' fees and foreclosure costs that have been incurred in the pending foreclosure cases. In accordance with the servicing guidelines and as required by N.J.S.A. 2A:50-56(e), the Explanatory Letter and corrected NOI will be sent by Wells Fargo, the servicing agent.

3. Wells Fargo will serve the corrected NOI, the Explanatory Letter and a copy of this Order to Show Cause (collectively, the "OSC Package"), via certified mail, return receipt requested and regular mail at the last known address of the Foreclosure Defendant. For purposes of this Order to Show Cause, Wells Fargo may serve each marital couple residing at the same address with one OSC Package via certified mail and regular mail.<sup>1</sup>

4. A copy of Wells Fargo's complete application to this Court shall be loaded onto the New Jersey Courts website within 5 days of the date of this Order where it will be available for review by the general public at the website link -- <http://www.judiciary.state.nj.us/>.  
*and all attachments will be provided in searchable PDF'S FILES*

5. In addition to providing service of the OSC Package by certified and regular mail, Wells Fargo will, within 2 days *Prior to Sept 1, 2012* of the date of this Order, provide publication notice two (2) times in each of the following four (4) daily newspapers in a manner consistent with similar legal notices: *Star Ledger, Bergen Record, The Press of Atlantic City, Gloucester County Times*

6. Wells Fargo shall file with the Court its proof of service of the OSC Package on Foreclosure Defendants on the Corrected NOI List in the manner consistent with this Order no later than nine (9) days before the return date.

7. You [Foreclosure Defendants] have the right to object in this proceeding to this Order to Show Cause (the process by which this Court gave Wells Fargo permission to serve the corrected NOI). To do so, you must file a written objection under the docket number listed on the first page of this Order for this case. You must set forth with specificity the basis for your objection and file your objection with the Superior Court Clerk's Office at the following address within            days: *on or before September 24, 2012.*

<sup>1</sup> In the event Wells Fargo has been provided an address for the estate of a deceased Foreclosure Defendant, the OSC Package shall be mailed to the address of the estate and/or the executor of administrator, if known and available.

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

You must also serve a copy of the objection on Wells Fargo's attorney, Mark Melodia, Esquire at Reed Smith LLP, Princeton Forrestal Village, 136 Main Street, Princeton, New Jersey 08540, and mail a copy of your objection to Judge McVeigh at the Superior Court of New Jersey, Passaic County Courthouse, Chambers 100, 71 Hamilton Street, Paterson, New Jersey 07505.

8. You [Foreclosure Defendants] also have the right to object to the corrected NOI that you will receive. You will also have 30 days from service of the OSC Package to cure your default. If you object to any of the contents of your corrected NOI, you must file written objection under the docket number for your foreclosure action. If you are unsure of the docket number for your foreclosure action, you can access that information on the Court's website on the attached exhibits to the verified complaint or by calling the Wells Fargo representative listed on the Explanatory Letter that will be sent with the corrected NOI. You must set forth with specificity the basis for your objection and file your objection with the Superior Court Clerk's Office at the following address within on or before Sept 24, 2012 days of receipt of the corrected NOI:

Superior Court Clerk's Office, Foreclosure Processing Services  
P.O. Box 971  
Trenton, New Jersey 08625

You must also serve a copy of the objection on Wells Fargo's attorney, Mark Melodia, Esquire at Reed Smith LLP, Princeton Forrestal Village, 136 Main Street, Princeton, New Jersey 08540, and mail a copy of your objection to Judge McVeigh at the Superior Court of New Jersey, Passaic County Courthouse, Chambers 100, 71 Hamilton Street, Paterson, New Jersey 07505.

9. Wells Fargo may file and serve any written reply to any opposition papers received by Sept 25, 2012. The reply papers must be filed with the Clerk of the

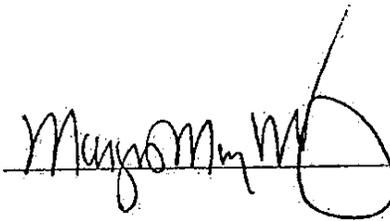
Superior Court in Mercer County, with a copy to Judge McVeigh and to each Foreclosure Defendant who filed an opposition.

10. If you cannot afford an attorney, you may call the Legal Services office in the county in which you live. A list of these offices is provided with the corrected NOI.

11. A proposed form of order addressing the relief sought on the return date (along with a self-addressed return envelope with return address and postage) must be submitted to the Court by Wells Fargo no later than nine (9) days before the return date.

12. The Court will entertain argument, but not testimony, on the return date of the Order to Show Cause.

13. In the event a foreclosure action has been suspended or stayed as a result of a bankruptcy filing or loss mitigation activity, the OSC Package shall not be sent unless and until the suspension or stay is lifted. In such circumstances, the following procedure shall be used. Wells Fargo shall mail the OSC Package within 45 days of the lifting of the stay or suspension of the foreclosure action. You [Foreclosure Defendants] will have 30 days in which to object to the corrected NOI or 30 days from service of the OSC Package to cure your default. Any objections to the relief set forth in this Order to Show Cause shall be made in writing to the Court in the County in which your foreclosure action is pending. You must also send a copy of your written papers to Wells Fargo's attorneys, Mark Melodia, Esquire, Reed Smith LLP, Princeton Forrestal Village, 136 Main Street, Princeton, New Jersey 08540, or the Court handling your foreclosure action will not be able to consider your objection.

  
\_\_\_\_\_  
J.S.C.



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

NJSA0814122334

FERNANDO PETERS  
300 WINSTON DR 201  
CLIFFSIDE PARK, NJ 07010

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



8/14/2012

FERNANDO PETERS  
300 WINSTON DR 201  
CLIFFSIDE PARK, NJ 07010

Re: ***In re Application by Wells Fargo Bank, N.A. to Issue Corrected Notices of Intent to Foreclose on Behalf of Identified Foreclosure Plaintiffs in Uncontested Cases***

***Docket Number F- 009564-12***

Dear FERNANDO PETERS:

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

**Why You Are Receiving This Letter**

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

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

**Information About the Order to Show Cause and Verified Complaint**

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

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

- Count 12 - Federal Deposit Guaranty Insurance Corporation
- Count 13 - Federal Home Loan Mortgage Corporation
- Count 14 - Federal National Mortgage Association
- Count 15 - Federal Home Loan Bank of Chicago
- Count 16 - FTN Financial
- Count 17 - GE Capital Mortgage Services, Inc.
- Count 18 - GMAC Bank
- Count 19 - HSBC Bank, N.A.
- Count 20 - Hudson City Savings Bank
- Count 21 - Investors Savings Bank
- Count 22 - JP Morgan Chase Bank
- Count 23 - LaSalle Bank, N.A.
- Count 24 - Lehman Brothers
- Count 25 - LEX Special Assets
- Count 26 - MidFirst Bank
- Count 27 - New York Life Assurance and Annuity Corporation
- Count 28 - PNC Bank
- Count 29 - Residential Accredit Loans, Inc.
- Count 30 - Riggs Real Estate Investment Corporation
- Count 31 - UBS Bank
- Count 32 - United States Department of Housing and Urban Development
- Count 33 - U.S. Bank, N.A.
- Count 34 - Wilmington Trust Company

The attachments to the verified complaint, which list the foreclosure actions in which the above-named lenders are the plaintiffs, will be made available on the New Jersey Courts web site at <http://www.judiciary.state.nj.us/>. If you are unsure of the docket number for your foreclosure action, you can access that information on the court's website on the attached exhibits to the verified complaint by entering your name into the automatic search field on the website. If you do not have access to a computer or have trouble locating that information on the Court's website, you can contact the following America's Servicing representative who can assist you with locating the information about your foreclosure action:

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

#### **Information About the Corrected Notice of Intention to Foreclose**

Also enclosed with this letter is the corrected Notice of Intention to Foreclose. It allows you an additional 30 days in which to cure the default without having to pay the plaintiff's court costs and attorneys' fees. It also sets forth important information about your loan, including information on how you can cure the default; the consequences of failing to cure the default; contact information for the plaintiff; and information about retaining counsel and borrower assistance. If you fail to cure the default by the date set forth in the corrected Notice of Intention to Foreclose, the foreclosure action against you will proceed.

With the passage of time since the foreclosure action was filed against you, the lender on your loan may have changed from the named plaintiff in the foreclosure action.

The corrected Notice of Intention to Foreclose lists the name and address of the current lender on your loan.

### **Questions about the Notice of Intention to Foreclose**

Should you have questions with regard to your loan or the corrected Notice of Intention to Foreclose, please contact:

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

Additional contact information is provided in the corrected Notice of Intention to Foreclose.

### **How to File an Objection**

- You have the right to object to the enclosed Order to Show Cause (the process by which the court gave the plaintiff permission to serve the corrected Notice of Intention to Foreclose). To do so, you must file a written objection under the docket number for the Order to Show Cause.

You also have the right to object to the enclosed corrected Notice of Intention to Foreclose. To do so, you must file a written objection under the docket number for the foreclosure action in your individual case.

For either type of objection, you must set forth with specificity the basis of the objection, and file the objection with the Superior Court Clerk's Office at the following address within 30 days:

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

You must also serve a copy of the objection on America's Servicing Co.'s attorney, Mark S. Melodia, Esquire, Reed Smith LLP, Princeton Forrestal Village, 136 Main Street, Princeton, New Jersey 08540 and mail a copy of the objection to Judge McVeigh, J.S.C., Superior Court of New Jersey, Chambers 100, 71 Hamilton Street, Paterson, New Jersey 07505.

Your personal appearance at the Superior Court Clerk's Office or your local courthouse will not qualify as an objection. A telephone call will not protect your rights; you must file your objection and serve it on the plaintiff's attorney if you want the court to hear your objection to the relief the plaintiff is seeking. If you file a specific written objection, the case will be sent to a Judge for resolution. You will be informed by the Judge of the time and place of the hearing on your objection.

### **Questions about Filing an Objection**

Should you have questions related to the procedure for filing an objection, please visit the New Jersey Courts On-Line Self-Help Center at <http://www.judiciary.state.nj.us/prose/index.htm>. You may also contact the Superior Court Clerk's Office at (609) 421-6100, or at [SCCOForeclosure.Mailbox@judiciary.state.nj.us](mailto:SCCOForeclosure.Mailbox@judiciary.state.nj.us).



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

Date: 8/14/2012

FERNANDO, PETERS  
300 WINSTON DR 201  
CLIFFSIDE PARK, NJ 07010

RE: America's Servicing Co. 106/1317009681  
Mortgagor(s): FERNANDO PETERS  
Mortgaged Premises: 300 WINSTON DRIVE  
CLIFFSIDE PARK  
NJ  
07010-3236

**NOTICE OF INTENTION TO FORECLOSE**

Dear Borrower(s):

America's Servicing Co. services a mortgage (hereafter, the "Mortgage") in the original principal amount of \$ 270,400.00 on the residential property commonly known as 300 WINSTON DRIVE, CLIFFSIDE PARK, NJ 07010-3236, which Mortgage was made on 3/6/2007.

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 2/1/2010 are as follows:

Payments- Totaling	\$	75,954.61
Total Accrued Unpaid Late Charges (Monthly Late Charge \$ 88.82)	\$	2,664.60
Unapplied Funds	\$	0.00
Miscellaneous Fees	\$	935.00
Total Delinquency as of 8/14/2012	\$	79,554.21

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

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

**Payments only address:**

America's Servicing Co.  
1200 W 7th Street  
Suite L2-200  
Los Angeles, CA 90017

**Correspondence only address:**

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

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

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

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

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

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

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

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

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

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

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

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

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

The lender of your loan is:

U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR BAFC 2007-4  
209 S. LaSalle Street, Suite 300  
Chicago, IL 60604

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

Very truly yours,

America's Servicing Co.  
Default Management Department

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

## Fair Foreclosure Act Notice of Intention to Foreclose - List of Entities Providing Assistance

The following is a list of governmental and non-profit entities that may provide financial assistance or counseling to borrowers in foreclosure.

<p><b>American Credit Alliance, Inc.</b> 26 S. Warren St. Trenton, NJ 08608 <b>609-393-5400</b></p>	<p><b>Atlantic Human Resources, Inc.</b> 1 S. New York Ave. Atlantic City, NJ 08401 <b>609-348-4131</b></p>	<p><b>Consumer Credit Counseling Service of Central New Jersey</b> 1931 Nottingham Way Hamilton, NJ 08619 <b>609-586-2574</b></p>
<p><b>Consumer Credit Counseling Service of New Jersey</b> 185 Ridgedale Ave. Cedar Knolls, NJ 07927-1812 <b>973-267-4324</b></p>	<p><b>Fair Housing Council of Northern New Jersey</b> 131 Main St. Hackensack, NJ 07601 <b>201-489-3552</b></p>	<p><b>Garden State Consumer Credit Counseling, Inc.</b> 225 Willowbrook Road Freehold, NJ 07728 <b>1-800-992-4557</b></p>
<p><b>Jersey Counseling &amp; Housing Development, Inc.</b> 29 S. Blackhorse Pike Blackwood, NJ 08012 <b>856-227-3683</b></p>	<p><b>Jersey Counseling &amp; Housing Development, Inc.</b> 1840 S. Broadway Camden, NJ 08104 <b>856-541-1000</b></p>	<p><b>Mercer County Hispanic Association</b> 200 E. State St., 2nd Floor Trenton, NJ 08607 <b>609-392-2446</b></p>
<p><b>Middlesex County Economic Opportunities Corporation</b> 1215 Livingston Ave. North Brunswick, NJ 08902 <b>732-790-3344</b></p>	<p><b>Monmouth County Human Services Housing Services Unit</b> P.O. Box 3000 Freehold, NJ 07728 <b>732-431-7998</b></p>	<p><b>NJ Citizen Action (main office/financial education center)</b> 744 Broad St., Suite 2080 Newark, NJ 07102 <b>973-643-8800</b> <b>1-800-NJ-OWNER</b> (loan counseling) <b>1-888-TAXES-11</b> (free tax preparation assistance)</p>
<p><b>NJ Citizen Action (Central Jersey)</b> 85 Raritan Ave., Suite 100 Highland Park, NJ 08904 <b>732-246-4772</b></p>	<p><b>NJ Citizen Action (South Jersey)</b> 2 Riverside Drive, Suite 362 Camden, NJ 08103 <b>856-966-3091</b></p>	<p><b>Ocean Community Economic Action Now, Inc.</b> 22 Hyers St. Toms River, NJ 08753-0773 <b>732-244-2351, ext. 2</b></p>
<p><b>Paterson Coalition for Housing, Inc.</b> 262 Main St., 5th Floor Paterson, NJ 07505 <b>973-684-5998</b></p>	<p><b>Paterson Task Force for Community Action, Inc.</b> 155 Ellison St. Paterson, NJ 07505 <b>973-279-2333</b></p>	<p><b>Puerto Rican Action Board Housing Coalition Unit</b> 90 Jersey Ave. New Brunswick, NJ 08903 <b>732-249-9700</b></p>
<p><b>Tri-County Community Action Agency, Inc.</b> 110 Cohansey St. Bridgeton, NJ 08302 <b>856-451-6330</b></p>	<p><b>Urban League for Bergen County</b> 106 W. Palisade Ave. Englewood, NJ 07631 <b>201-568-4988</b></p>	<p><b>Urban League for Essex County</b> 508 Central Ave. Newark, NJ 07101 <b>973-624-9535</b></p>
<p><b>Urban League of Union County</b> 288 N. Broad St. Elizabeth, NJ 07208 <b>908-351-7200</b></p>	<p><b>Homelessness Prevention Program</b> New Jersey Department of Community Affairs <b>(866) 889-6270*</b></p>	

\*Basic eligibility is limited to: (a) single family owner/occupied dwellings with all those on the deed and mortgage occupying the house; (b) no more than one mortgage or lien encumbrance on the property; (c) no initiated or ongoing bankruptcy. Assistance will be in the form of a loan, and a lien will be placed on the property. The family must document the financial reason for nonpayment. At the time of the eligibility decision, the household must have and document income sufficient to support the household and repay the loan. There is a fee for the credit check and property search.

**EXHIBIT**  
**"ASC RESPONSE"**



PO Box 10328  
Des Moines, IA 50306-0328

September 11, 2012

Fernando Peters  
300 Winston Dr 201  
Cliffside Park, NJ 07010

Dear Fernando Peters:

RE: Loan Number 106-1317009681

America's Servicing Company (ASC) has received your correspondence dated August 14, 2012, regarding your mortgage. I have reviewed the information presented and would like to provide you with the details of my research.

All inquiries and concerns should be addressed with us as the servicer of this loan. There is not a specific investor on the loan as there are multiple investors. The pool of loans is managed on behalf of the investors by U.S. Bank, N.A. and their address is:

Reference # BOA PMSR BAFC 2007-4  
3<sup>rd</sup> Floor, Suite 300  
209 S LaSalle Street  
Mailcode: MK-IL-RY3B  
Chicago, IL 60604-1219

Although we are providing this information, the Trustee will more than likely refer you back to us to answer any questions about the loan or the servicing of the loan.

Enclosed you will find the following:

- Payment History/Customer Account Activity Statement (CAAS)

The CAAS is a complete payment history for the period of September 11, 2009, through the present date. It reflects when payments were received, how they were applied to the loan, and any distributions made from it. The CAAS provides a description for each transaction and running balances of the unpaid principal, escrow, unapplied, and outstanding fee accounts. It also includes the date fees and charges were assessed, any amounts paid toward these fees, and waivers/reversals of fees. Late Fees are reported on the annual mortgage statement. The Unapplied and Unapplied/Suspense Balance columns reference the funds that may have been placed into the unapplied account. Payments can be placed into the unapplied account if the funds received do not represent the full monthly mortgage payment due, or if ASC is not informed of where the payment is to be applied.

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

WC403/CXP



PO Box 10328  
Des Moines, IA 50306-0328

Peters  
September 11, 2012  
Page 2

Any documents or requested information not provided in this letter are due to the request being too broad to determine specific information needed, or are considered to be proprietary information of ASC and will not be provided at this time without a subpoena. Additional information is available by calling our Subpoena Line at (877) 883-6254.

If you have any questions about or would like to discuss loan workout arrangements, please contact our Collections Department at (800) 662-3806. A Collections representative will be able to assist you Monday through Friday between the hours of 8 a.m. and 11 p.m., and on Saturday from 9 a.m. to 3 p.m. Eastern Time.

Sincerely,

A handwritten signature in black ink, appearing to read "Stacy L. Glickman". The signature is written in a cursive, flowing style.

Stacy L Glickman  
Written Correspondence

Enclosure

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

WC403/CXP

Customer Account Activity Statement  
 Loan # 106 - 1317009681  
 PETERS

Date Received	Effective Date	Due Date	Amount Received	Amount Applied to Principal	Amount Applied to Interest	Escrow Applied / Disbursed	Unapplied Funds	Fees Assessed or Recovered	Corporate Advance Fees Assessed or Recovered	Principal Balance	Escrow Balance	Unapplied Balance	Outstanding Fee Balance	Outstanding Corporate Advance Fee Balance	Comments
09/11/09	09/11/09	Sep-09	\$3,869.84	\$270.85	\$1,505.69	\$658.58	\$1,434.92			\$262,811.89	-\$4,591.43	\$0.00	\$0.00	\$0.00	Beginning Totals/Balances
10/12/09	10/12/09	Oct-09	\$1,000.00	\$272.20	\$1,504.14	\$658.58	-\$1,434.92			\$262,541.24	-\$3,932.85	\$1,434.92	\$0.00	\$0.00	Monthly Mortgage Payment (MMP) & Remaining Funds Unapplied
10/14/09						-\$1,680.03				\$262,269.04	-\$3,274.27	\$0.00	\$0.00	\$0.00	Unapplied Funds to MMP
11/13/09	11/13/09	Nov-09	\$2,434.92	\$273.76	\$1,502.28	\$658.58				\$261,995.28	-\$4,994.30	\$0.00	\$0.00	\$0.00	City/Town Taxes Paid
12/16/09										\$261,995.28	-\$4,295.72	\$0.00	\$88.92	\$0.00	MMP
01/08/10	01/08/10	Dec-09	\$2,523.74	\$275.93	\$1,501.01	\$658.58		-\$88.92		\$261,719.95	-\$3,637.14	\$0.00	\$0.00	\$0.00	Late Charge Assessed
01/18/10						-\$1,614.80				\$261,719.95	-\$5,251.94	\$0.00	\$0.00	\$0.00	MMP & Late Charge Paid
01/20/10	01/20/10	Jan-10	\$2,434.92	\$276.90	\$1,499.44	\$658.58				\$261,443.05	-\$4,593.36	\$0.00	\$0.00	\$0.00	City/Town Taxes Paid
02/16/10										\$261,443.05	-\$4,593.36	\$0.00	\$88.92	\$0.00	MMP
03/16/10										\$261,443.05	-\$4,593.36	\$0.00	\$177.84	\$0.00	Late Charge Assessed
03/29/10										\$261,443.05	-\$4,593.36	\$0.00	\$192.84	\$0.00	Property Inspection Fee Assessed
04/09/10						-\$1,614.80				\$261,443.05	-\$6,208.16	\$0.00	\$281.46	\$0.00	City/Town Taxes Paid
04/16/10										\$261,443.05	-\$6,208.16	\$0.00	\$281.46	\$0.00	Late Charge Assessed
05/03/10										\$261,443.05	-\$6,208.16	\$0.00	\$296.46	\$0.00	Property Inspection Fee Assessed
05/17/10										\$261,443.05	-\$6,208.16	\$0.00	\$385.28	\$0.00	Late Charge Assessed
05/18/10										\$261,443.05	-\$6,208.16	\$0.00	\$385.28	\$0.00	Broker's Price Opinion Fee Assessed
06/08/10										\$261,443.05	-\$6,208.16	\$0.00	\$400.28	\$95.00	Property Inspection Fee Assessed
06/16/10										\$261,443.05	-\$6,208.16	\$0.00	\$489.10	\$95.00	Late Charge Assessed
06/28/10										\$261,443.05	-\$6,208.16	\$0.00	\$504.10	\$95.00	Property Inspection Fee Assessed
07/19/10										\$261,443.05	-\$6,208.16	\$0.00	\$592.92	\$95.00	Late Charge Assessed
07/29/10										\$261,443.05	-\$7,938.77	\$0.00	\$592.92	\$95.00	Late Charge Assessed
08/02/10						-\$1,730.61				\$261,443.05	-\$7,938.77	\$0.00	\$607.92	\$95.00	City/Town Taxes Paid
08/16/10										\$261,443.05	-\$7,938.77	\$0.00	\$666.74	\$95.00	Property Inspection Fee Assessed
08/31/10										\$261,443.05	-\$7,938.77	\$0.00	\$666.74	\$95.00	Late Charge Assessed
09/09/10										\$261,443.05	-\$7,938.77	\$0.00	\$696.74	\$1,100.00	Property Inspection Fee Assessed
09/09/10										\$261,443.05	-\$7,938.77	\$0.00	\$696.74	\$500.00	Foreclosure Fees/Costs Assessed
09/09/10										\$261,443.05	-\$7,938.77	\$0.00	\$696.74	\$600.00	Foreclosure Fees/Costs Assessed
09/09/10										\$261,443.05	-\$7,938.77	\$0.00	\$696.74	\$800.00	Foreclosure Fees/Costs Assessed
09/09/10										\$261,443.05	-\$7,938.77	\$0.00	\$696.74	\$935.00	Foreclosure Fees/Costs Assessed
09/09/10										\$261,443.05	-\$7,938.77	\$0.00	\$696.74	\$935.00	Foreclosure Fees/Costs Assessed
09/16/10										\$261,443.05	-\$7,938.77	\$0.00	\$785.56	\$1,390.00	Foreclosure Fees/Costs Assessed
09/16/10										\$261,443.05	-\$7,938.77	\$0.00	\$785.56	\$1,390.00	Late Charge Assessed

**Customer Account Activity Statement**  
**Loan # 106 - 1317009681**  
**PETERS**

Date Received	Effective Date	Due Date	Amount Received	Amount Applied to Principal	Amount Applied to Interest	Escrow Applied / Disbursed	Unapplied Funds	Fees Assessed or Recovered	Corporate Advance Fees Assessed or Recovered	Principal Balance	Escrow Balance	Unapplied Balance	Outstanding Fee Balance	Outstanding Corporate Advance Fee Balance	Comments
09/28/10										\$261,443.05	-\$7,938.77	\$0.00	\$785.56	\$1,375.00	Property Inspection Fee Assessed
10/18/10										\$261,443.05	-\$7,938.77	\$0.00	\$874.38	\$1,375.00	Late Charge Assessed
10/19/10						-\$1,730.61				\$261,443.05	-\$9,669.38	\$0.00	\$874.38	\$1,375.00	City/Town Taxes Paid
11/01/10										\$261,443.05	-\$9,669.38	\$0.00	\$874.38	\$1,395.00	Property Inspection Fee Assessed
11/16/10										\$261,443.05	-\$9,669.38	\$0.00	\$863.20	\$1,395.00	Late Charge Assessed
11/30/10										\$261,443.05	-\$9,669.38	\$0.00	\$863.20	\$1,415.00	Property Inspection Fee Assessed
12/16/10										\$261,443.05	-\$9,669.38	\$0.00	\$1,052.02	\$1,415.00	Late Charge Assessed
12/17/10										\$261,443.05	-\$9,669.38	\$0.00	\$1,052.02	\$1,935.00	Late Charge Assessed
12/17/10										\$261,443.05	-\$9,669.38	\$0.00	\$1,052.02	\$1,935.00	Foreclosure Fees/Costs Assessed
12/17/10										\$261,443.05	-\$9,669.38	\$0.00	\$1,052.02	\$3,115.00	Foreclosure Fees/Costs Assessed
12/17/10										\$261,443.05	-\$9,669.38	\$0.00	\$1,052.02	\$3,155.00	Foreclosure Fees/Costs Assessed
12/28/10										\$261,443.05	-\$9,669.38	\$0.00	\$1,052.02	\$3,175.00	Property Inspection Fee Assessed
12/30/10										\$261,443.05	-\$9,669.38	\$0.00	\$1,052.02	\$3,225.00	Broker's Price Opinion Fee Assessed
01/18/11						-\$1,672.71				\$261,443.05	-\$11,342.09	\$0.00	\$1,052.02	\$3,225.00	City/Town Taxes Paid
01/18/11										\$261,443.05	-\$11,342.09	\$0.00	\$1,140.84	\$3,225.00	Late Charge Assessed
01/31/11										\$261,443.05	-\$11,342.09	\$0.00	\$1,140.84	\$3,245.00	Property Inspection Fee Assessed
02/18/11										\$261,443.05	-\$11,342.09	\$0.00	\$1,229.66	\$3,245.00	Late Charge Assessed
03/01/11										\$261,443.05	-\$11,342.09	\$0.00	\$1,229.66	\$3,265.00	Property Inspection Fee Assessed
03/18/11										\$261,443.05	-\$11,342.09	\$0.00	\$1,318.48	\$3,265.00	Late Charge Assessed
03/31/11										\$261,443.05	-\$11,342.09	\$0.00	\$1,318.48	\$3,285.00	Property Inspection Fee Assessed
04/15/11						-\$1,672.70				\$261,443.05	-\$13,014.79	\$0.00	\$1,318.48	\$3,285.00	City/Town Taxes Paid
04/18/11										\$261,443.05	-\$13,014.79	\$0.00	\$1,407.30	\$3,285.00	Late Charge Assessed
05/02/11										\$261,443.05	-\$13,014.79	\$0.00	\$1,407.30	\$3,305.00	Property Inspection Fee Assessed
05/16/11										\$261,443.05	-\$13,014.79	\$0.00	\$1,486.12	\$3,305.00	Late Charge Assessed
05/31/11										\$261,443.05	-\$13,014.79	\$0.00	\$1,486.12	\$3,325.00	Property Inspection Fee Assessed
06/16/11										\$261,443.05	-\$13,014.79	\$0.00	\$1,584.94	\$3,325.00	Late Charge Assessed
06/28/11										\$261,443.05	-\$13,014.79	\$0.00	\$1,584.94	\$3,345.00	Property Inspection Fee Assessed
07/18/11										\$261,443.05	-\$13,014.79	\$0.00	\$1,673.76	\$3,345.00	Late Charge Assessed
07/28/11										\$261,443.05	-\$13,014.79	\$0.00	\$1,673.76	\$3,365.00	Property Inspection Fee Assessed
08/16/11										\$261,443.05	-\$13,014.79	\$0.00	\$1,762.58	\$3,365.00	Late Charge Assessed
08/17/11										\$261,443.05	-\$13,014.79	\$0.00	\$1,762.58	\$3,455.00	Broker's Price Opinion Fee Assessed
08/25/11						-\$1,013.09				\$261,443.05	-\$14,027.88	\$0.00	\$1,762.58	\$3,455.00	City/Town Taxes Paid
08/30/11										\$261,443.05	-\$14,027.88	\$0.00	\$1,762.58	\$3,475.00	Property Inspection Fee Assessed

Customer Account Activity Statement  
 Loan # 106 - 1317009681  
 PETERS

Date Received	Effective Date	Due Date	Amount Received	Amount Applied to Principal	Amount Applied to Interest	Escrow Applied / Disbursed	Unapplied Funds	Fees Assessed or Recovered	Corporate Advance Fees Assessed or Recovered	Principal Balance	Escrow Balance	Unapplied Balance	Outstanding Fee Balance	Outstanding Corporate Advance Fee Balance	Comments
09/16/11								-\$88.82		\$261,443.05	-\$14,027.88	\$0.00	\$1,651.40	\$3,475.00	Late Charge Assessed
09/29/11									-\$20.00	\$261,443.05	-\$14,027.88	\$0.00	\$1,651.40	\$3,495.00	Property Inspection Fee Assessed
10/17/11						-\$1,013.08		-\$88.82		\$261,443.05	-\$14,027.88	\$0.00	\$1,940.22	\$3,495.00	Late Charge Assessed
10/29/11										\$261,443.05	-\$15,040.96	\$0.00	\$1,940.22	\$3,495.00	City/Town Taxes Paid
10/31/11									-\$20.00	\$261,443.05	-\$15,040.96	\$0.00	\$1,940.22	\$3,515.00	Property Inspection Fee Assessed
11/16/11								-\$88.82		\$261,443.05	-\$15,040.96	\$0.00	\$2,029.04	\$3,515.00	Late Charge Assessed
11/20/11									-\$20.00	\$261,443.05	-\$15,040.96	\$0.00	\$2,029.04	\$3,535.00	Property Inspection Fee Assessed
12/16/11								-\$88.82		\$261,443.05	-\$15,040.96	\$0.00	\$2,117.86	\$3,535.00	Late Charge Assessed
12/30/11									-\$20.00	\$261,443.05	-\$15,040.96	\$0.00	\$2,117.86	\$3,555.00	Property Inspection Fee Assessed
01/17/12								-\$88.82		\$261,443.05	-\$15,040.96	\$0.00	\$2,206.65	\$3,555.00	Late Charge Assessed
01/19/12						-\$1,342.90				\$261,443.05	-\$16,383.86	\$0.00	\$2,206.65	\$3,555.00	City/Town Taxes Paid
01/25/12									-\$20.00	\$261,443.05	-\$16,383.86	\$0.00	\$2,206.68	\$3,575.00	Property Inspection Fee Assessed
02/16/12								-\$88.82		\$261,443.05	-\$16,383.86	\$0.00	\$2,295.50	\$3,575.00	Late Charge Assessed
02/28/12									-\$90.00	\$261,443.05	-\$16,383.86	\$0.00	\$2,295.50	\$3,665.00	Baker's Price Opinion Fee Assessed
02/29/12									-\$15.00	\$261,443.05	-\$16,383.86	\$0.00	\$2,295.50	\$3,680.00	Property Inspection Fee Assessed
03/16/12								-\$88.82		\$261,443.05	-\$16,383.86	\$0.00	\$2,384.32	\$3,680.00	Late Charge Assessed
03/26/12									-\$15.00	\$261,443.05	-\$16,383.86	\$0.00	\$2,384.32	\$3,695.00	Property Inspection Fee Assessed
04/05/12									\$5.00	\$261,443.05	-\$16,383.86	\$0.00	\$2,384.32	\$3,690.00	Property Inspection Fee Adjustment
04/16/12								-\$88.82		\$261,443.05	-\$16,383.86	\$0.00	\$2,473.14	\$3,690.00	Late Charge Assessed
04/18/12						-\$1,342.89				\$261,443.05	-\$17,726.75	\$0.00	\$2,473.14	\$3,690.00	City/Town Taxes Paid
04/30/12									-\$15.00	\$261,443.05	-\$17,726.75	\$0.00	\$2,473.14	\$3,705.00	Property Inspection Fee Assessed
05/16/12								-\$88.82		\$261,443.05	-\$17,726.75	\$0.00	\$2,561.96	\$3,705.00	Late Charge Assessed
05/24/12									-\$15.00	\$261,443.05	-\$17,726.75	\$0.00	\$2,561.96	\$3,720.00	Property Inspection Fee Assessed
06/13/12								-\$88.82	-\$400.00	\$261,443.05	-\$17,726.75	\$0.00	\$2,561.96	\$4,120.00	Foreclosure Fees/Costs Assessed
06/18/12								-\$88.82		\$261,443.05	-\$17,726.75	\$0.00	\$2,650.78	\$4,120.00	Late Charge Assessed
06/28/12									-\$15.00	\$261,443.05	-\$17,726.75	\$0.00	\$2,650.78	\$4,135.00	Property Inspection Fee Assessed
07/16/12								-\$88.82		\$261,443.05	-\$17,726.75	\$0.00	\$2,739.60	\$4,135.00	Late Charge Assessed
07/26/12									-\$15.00	\$261,443.05	-\$17,726.75	\$0.00	\$2,739.60	\$4,150.00	Property Inspection Fee Assessed
08/15/12						-\$1,399.02				\$261,443.05	-\$19,124.77	\$0.00	\$2,739.60	\$4,150.00	City/Town Taxes Paid
08/16/12								-\$88.82		\$261,443.05	-\$19,124.77	\$0.00	\$2,828.42	\$4,150.00	Late Charge Assessed
08/28/12									-\$15.00	\$261,443.05	-\$19,124.77	\$0.00	\$2,828.42	\$4,165.00	Property Inspection Fee Assessed

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**EXHIBIT**  
**"PROSPECTUS SUPPLEMENT"**

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Filed Pursuant to Rule 424(b)(5)  
 Registration File No. 333-130536

PROSPECTUS SUPPLEMENT  
 (To Prospectus Dated April 30, 2007)

[LOGO]

Banc of America Funding Corporation	Banc of America Funding 2007-4 Trust
Depositor	Issuing Entity
Bank of America, National Association	Wells Fargo Bank, N.A.
Sponsor	Master Servicer

\$1,030,757,530 (Approximate)  
 Mortgage Pass-Through Certificates, Series 2007-4  
 Principal and/or interest payable monthly, beginning in June 2007

You should carefully consider the "Risk Factors" beginning on page S-37 of this prospectus supplement.

Neither the Offered Certificates nor the mortgage loans are insured or guaranteed by any governmental agency or instrumentality.

The Offered Certificates represent interests in the Issuing Entity only and will not be obligations of the Depositor, the Sponsor or any other entity.

This prospectus supplement may be used to offer and sell the Offered Certificates only if accompanied by the prospectus. Please read both documents carefully to understand the risks associated with these investments.

The Issuing Entity will Issue --

- o Eight groups consisting of thirty-three classes of Senior Shifting Interest Certificates.
  - o The Class N-M Certificates which are subordinated to, and provide credit enhancement for, the related groups of Senior Shifting Interest Certificates.
  - o Two groups consisting of twelve classes of Class B Certificates which are subordinated to, and provide credit enhancement for, the related groups of Senior Shifting Interest Certificates and Class N-M Certificates. Each class of Class B Certificates is also subordinated to each class of Class B Certificates within its group, if any, with a lower numerical designation.
  - o Ten classes of Senior Overcollateralized Certificates.
  - o Five classes of Mezzanine Certificates which are subordinated to, and provide credit enhancement for, the Senior Overcollateralized Certificates. Each class of Mezzanine Certificates is also subordinated to each class of Mezzanine Certificates, if any, with a lower numerical designation.
  - o The Class CE and Class P Certificates.
- The classes of Offered Certificates are listed in the table beginning on page S-6.

The Assets of the Issuing Entity will Consist Primarily of --

- o Nine loan groups of fully-amortizing and balloon, fixed-rate, one- to four-family, first lien mortgage loans, all of which have original terms to maturity of approximately 10 to 30 years.

Credit Enhancement will Consist of --

- o Subordination of the Class N-M Certificates and Class B Certificates to the related classes of Senior Shifting Interest Certificates and, in the case of the Class B Certificates, to those classes of Class B Certificates within the same group higher in order of payment priority for the distributions of principal and interest and the allocation of losses on the related mortgage loans.
- o Subordination of the Mezzanine Certificates to the Senior Overcollateralized Certificates and to those classes of Mezzanine Certificates higher in order of payment priority for the distributions of principal and interest and the allocation of losses on the related mortgage loans.
- o Subordination of the Super Senior Support Certificates to the related Super Senior Certificates for the allocation of losses if the related Certificates lower in order of payment priority are no longer outstanding.
- o Shifting interest in prepayments through the allocation, subject to certain exceptions, of most principal collections on the related mortgage loans to the Senior Non-PO Shifting Interest Certificates for the first five years and a lesser, but still disproportionately large, allocation of these collections to the Senior Non-PO Shifting Interest Certificates during the following four years.
- o Cross-collateralization of certain loan groups and the related Senior Shifting Interest Certificates.
- o Overcollateralization for the Overcollateralized Certificates. Certain excess interest received from the related mortgage loans will be applied to maintain a required level of overcollateralization.
- o Certain excess interest received from the related mortgage loans used to

cover losses in connection with the Overcollateralized Certificates.

Interest Rate Support will be Provided for --

- o The Class 2-A-10 Certificates through an interest rate cap agreement with Bank of America, National Association, as cap provider, and the Class T-A-4 and Class T-A-7 Certificates through an interest rate cap agreement with The Bank of New York, as cap provider.
- o The Overcollateralized Certificates through an interest rate swap agreement with Bank of America, National Association, as swap provider, and an interest rate swap agreement with The Bank of New York, as swap provider.

Neither the Securities and Exchange Commission nor any state securities commission has approved the Offered Certificates or determined that this prospectus supplement or the prospectus is accurate or complete. Any representation to the contrary is a criminal offense.

The Offered Certificates will be offered by Banc of America Securities LLC, as underwriter, at varying prices to be determined at the time of sale to investors. The anticipated delivery date for the Offered Certificates is May 31, 2007. Total proceeds to the Depositor for the Offered Certificates will be approximately 99.345% of the initial class balance of the Offered Certificates, plus accrued interest, if applicable, before deducting expenses payable by the Depositor.

Banc of America Securities LLC  
May 31, 2007

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IMPORTANT NOTICE ABOUT INFORMATION PRESENTED  
IN THIS PROSPECTUS SUPPLEMENT AND THE PROSPECTUS

The Offered Certificates are described in two separate documents that progressively provide more detail: (i) the accompanying prospectus, which provides general information, some of which may not apply to a particular series of Certificates such as your Certificates; and (ii) this prospectus supplement, which incorporates and includes the appendices and describes the specific terms of your Certificates.

Information regarding certain entities that are not affiliates of the Depositor has been provided in this prospectus supplement. See in particular "The Originators-- ABN AMRO Mortgage Group, Inc.," "--American Home Mortgage Corp.," "--Countrywide Home Loans, Inc.," "--MortgageIT, Inc.," "--Wells Fargo Bank, N.A.," "Mortgage Loan Underwriting Standards--American Home's Underwriting Standards," "--Countrywide Home Loans' Underwriting Standards," "--MortgageIT, Inc.'s Underwriting Standards," "--Wells Fargo Bank's Underwriting Standards," "Servicing of Mortgage Loans--The Master Servicer," "--Countrywide Home Loans Servicing LP's Servicing Experience and Procedures," "--GMAC Mortgage's Servicing Experience and Procedures," "--Wells Fargo Bank's Servicing Experience and Procedures," "The Pooling and Servicing Agreement and the Servicing Agreements--The Securities Administrator," "--The Trustee" and "Description of Overcollateralized Certificates--Interest Rate Support for the Overcollateralized Certificates--The Bank of New York as Swap Provider and Class T-A-4 and Class T-A-7 Cap Provider" in this prospectus supplement. The information contained in each of those sections of this prospectus supplement was prepared solely by the party described in that section without any input from the Depositor.

If you have received a copy of this prospectus supplement and accompanying prospectus in electronic format, and if the legal prospectus delivery period has not expired, you may obtain a paper copy of this prospectus supplement and accompanying prospectus from the Depositor or from the underwriter.

Cross-references are included in this prospectus supplement and the prospectus to captions in these materials where you can find additional information. The "Table of Contents" in this prospectus supplement and the "Table of Contents" in the prospectus provide the locations of these captions. The "Index to Defined Terms" beginning on page S-175 of this prospectus supplement and the "Index of Defined Terms" beginning on page 127 of the prospectus direct you to the locations of the definitions of capitalized terms used in each of the documents. Any capitalized terms that are not defined in this prospectus supplement and that do not have obvious meanings are defined in the prospectus.

Banc of America Funding Corporation's principal offices are located at 214 North Tryon Street, Charlotte, North Carolina 28255, and its phone number is (704) 386-2400.

This prospectus supplement and the accompanying prospectus contain forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended. Specifically, forward-looking statements, together with related qualifying language and assumptions, are found in the material (including tables) under the headings "Risk Factors" and "Prepayment and Yield Considerations" and in the appendices. Forward-looking statements are also found in other places throughout this prospectus supplement and the prospectus, and may be identified by, among other things, accompanying language such as "expects," "intends," "anticipates," "estimates" or analogous expressions, or by qualifying language or assumptions. These statements involve known and unknown risks, uncertainties and other important factors that could cause the actual results or performance to differ materially from the forward-looking statements. These risks, uncertainties and other factors include, among others, general economic and business conditions, competition, changes in political, social and economic conditions, regulatory initiatives and compliance with governmental regulations, customer preference and various other matters, many of which are beyond the Depositor's control. These forward-looking statements speak only as of the date of this prospectus supplement. The Depositor expressly disclaims any obligation or undertaking to disseminate any updates or revisions to any forward-looking statements to reflect changes in the Depositor's expectations with regard to those statements or any change in events, conditions or circumstances on which any forward-looking statement is based.

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EUROPEAN ECONOMIC AREA

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a "Relevant Member State"), the underwriter has represented and agreed that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the "Relevant Implementation Date") it has not made and will not make an offer of Certificates to the public in that Relevant Member State prior to the publication of a prospectus in relation to the Offered Certificates which has been approved by the competent authority in that Relevant Member State or, where appropriate, approved in another Relevant Member State and notified to the

competent authority in that Relevant Member State, all in accordance with the Prospectus Directive, except that it may, with effect from and including the Relevant Implementation Date, make an offer of Certificates to the public in that Relevant Member State at any time:

(a) to legal entities which are authorized or regulated to operate in the financial markets or, if not so authorized or regulated, whose corporate purpose is solely to invest in securities;

(b) to any legal entity which has two or more of (1) an average of at least 250 employees during the last financial year; (2) a total balance sheet of more than (euro)43,000,000 and (3) an annual net turnover of more than (euro)50,000,000, as shown in its last annual or consolidated accounts; or

(c) in any other circumstances which do not require the publication by the Depositor of a prospectus pursuant to Article 3 of the Prospectus Directive.

For the purposes of this provision, the expression an "offer of Certificates to the public" in relation to any Offered Certificates in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Certificates to be offered so as to enable an investor to decide to purchase or subscribe the Certificates, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State and the expression "Prospectus Directive" means Directive 2003/71/EC and includes any relevant implementing measure in each Relevant Member State.

#### UNITED KINGDOM

The underwriter has represented and agreed that:

(a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act) received by it in connection with the issue or sale of the Offered Certificates in circumstances in which Section 21(1) of the Financial Services and Markets Act does not apply to the Issuing Entity; and

(b) it has complied and will comply with all applicable provisions of the Financial Services and Markets Act with respect to anything done by it in relation to the Offered Certificates in, from or otherwise involving the United Kingdom.

#### NOTICE TO UNITED KINGDOM INVESTORS

The distribution of this prospectus supplement and accompanying prospectus, if made by a person who is not an authorized person under the Financial Services and Markets Act, is being made only to, or directed only at persons who (1) are outside the United Kingdom or (2) are persons falling within Article 49(2)(a) through (d) ("high net worth companies, unincorporated associations, etc.") or 19 (Investment Professionals) of the Financial Services and Market Act 2000 (Financial Promotion) Order 2005 (all such persons together being referred to as the "Relevant Persons"). This prospectus supplement and accompanying prospectus must not be acted on or relied on by persons who are not Relevant Persons. Any investment or investment activity to which this prospectus supplement and accompanying prospectus relates, including the Offered Certificates, is available only to Relevant Persons and will be engaged in only with Relevant Persons.

Potential investors in the United Kingdom are advised that all, or most, of the protections afforded by the United Kingdom regulatory system will not apply to an investment in the Offered Certificates and that compensation will not be available under the United Kingdom Financial Services Compensation Scheme.

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#### THE SERIES 2007-4 CERTIFICATES

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Class	Initial Class Balance Component Balance	Pass-Through Rate or Certificate Interest Rate(1)	Principal Type(2)	Interest Type(2)	Initial Rating of Certificate(3)	
					S&P	Moody's
Offered Shifting Interest Certificates						
Class 1-A-R.....	\$100	5.5000%	Senior, Sequential Pay	Fixed Rate	AAA	None
Class 1-A-1.....	\$47,802,000	5.5000%	Super Senior, Pass-Through	Fixed Rate	AAA	Aaa
Class 1-A-2.....	\$5,312,000	5.5000%	Super Senior Support, Pass-Through	Fixed Rate	AAA	Aaa
Class 1-PO.....	\$305,077	(4)	Senior, Ratio Strip	Principal Only	AAA	Aaa
Class 2-A-1.....	\$22,192,000	6.0000%	Senior, Lockout	Fixed Rate	AAA	Aaa
Class 2-A-2.....	\$2,145,000	6.0000%	Super Senior Support, Lockout	Fixed Rate	AAA	Aaa
Class 2-A-3.....	\$32,474,000	5.5000%	Super Senior, Planned Amortization	Fixed Rate	AAA	Aaa
Class 2-A-4.....	(5)	6.0000%	Senior, Notional Amount	Fixed Rate, Interest Only	AAA	Aaa
Class 2-A-5.....	\$5,597,000	6.0000%	Super Senior Support, Planned Amortization	Fixed Rate	AAA	Aaa

Class 2-A-6.....	\$8,233,000	6.0000%	Senior, Planned Amortization	Fixed Rate	AAA	Aaa
Class 2-A-7.....	\$14,201,000	6.0000%	Super Senior, Planned Amortization	Fixed Rate	AAA	Aaa
Class 2-A-8.....	\$1,578,000	6.0000%	Super Senior Support, Planned Amortization	Fixed Rate	AAA	Aaa
Class 2-A-9.....	\$25,000	6.0000%	Senior, Planned Amortization	Fixed Rate	AAA	Aaa
Class 2-A-10.....	\$41,615,000	6.0000%(6)	Super Senior, Targeted Amortization, Accretion Directed	Floating Rate	AAA	Aaa
Class 2-A-11.....	\$10,000	6.0000%	Senior, Targeted Amortization, Accretion Directed	Accrual, Fixed Rate	AAA	Aaa
Class 2-A-12.....	\$10,000	6.0000%	Senior, Companion	Accrual, Fixed Rate	AAA	Aaa
Class 2-A-13.....	\$90,000,000	6.0000%	Senior, Sequential Pay	Fixed Rate	AAA	Aaa
Class 2-A-14.....	\$6,679,000	6.0000%	Senior, Sequential Pay	Fixed Rate	AAA	Aaa
Class 2-A-15.....	\$6,678,000	6.0000%	Senior, Sequential Pay	Fixed Rate	AAA	Aaa
Class 3-A-1.....	\$57,921,000	(7)	Super Senior, Pass-Through	Floating Rate	AAA	Aaa
Class 3-A-2.....	\$2,985,000	(7)	Super Senior Support, Pass-Through	Floating Rate	AAA	Aa1
Class 3-A-3.....	(5)	(8)	Senior, Notional Amount	Inverse Floating Rate, Interest Only	AAA	Aaa
Class 3-IO.....	(5)	7.000%	Senior, Notional Amount	Fixed Rate, Interest Only	AAA	Aaa
Class 4-A-1.....	\$132,564,000	(4)	Senior, Pass-Through	Principal Only	AAA	Aaa
Class 4-A-2.....	(5)	5.5000%	Senior, Notional Amount	Fixed Rate, Interest Only	AAA	Aaa
Class 5-A-1.....	\$6,181,000	5.5000%	Senior, Lockout	Fixed Rate	AAA	Aaa
Class 5-A-2.....	\$49,874,000	5.5000%	Senior, Sequential Pay	Fixed Rate	AAA	Aaa
Class 5-A-3.....	\$3,718,000	5.5000%	Senior, Sequential Pay	Fixed Rate	AAA	Aaa
Class 6-A-1.....	\$11,702,000	4.5000%	Senior, Pass-Through	Fixed Rate	AAA	Aaa
Class 7-A-1.....	\$44,284,000	5.2500%	Senior, Pass-Through	Fixed Rate	AAA	Aaa
Class 8-A-1.....	\$20,121,000	5.5000%	Senior, Pass-Through	Fixed Rate	AAA	Aaa
Class S-IO.....	(9)	(9)	Senior, Component	Interest Only	AAA	Aaa
Class S-PO.....	\$2,470,353	(10)	Senior, Component	Principal Only	AAA	Aaa
Class N-M.....	\$6,364,000	(11)	Subordinate	Variable Rate	AA+	Aa2
Class N-B-1.....	\$4,545,000	(11)	Subordinate	Variable Rate	AA	None
Class N-B-2.....	\$2,363,000	(11)	Subordinate	Variable Rate	A	None
Class N-B-3.....	\$1,454,000	(11)	Subordinate	Variable Rate	BBB	None
Class S-B-1.....	\$2,476,000	(12)	Subordinate	Variable Rate	AA	None
Class S-B-2.....	\$550,000	(12)	Subordinate	Variable Rate	A	None
Class S-B-3.....	\$413,000	(12)	Subordinate	Variable Rate	BBB	None

## Offered Overcollateralized Certificates

Class T-A-1A.....	\$67,650,000	(13)	Senior, Sequential Pay	Floating Rate	AAA	Aaa
Class T-A-1B.....	\$50,000,000	5.7740%(14)	Senior, Sequential Pay	Fixed Rate	AAA	Aaa
Class T-A-2.....	\$37,167,000	(13)	Senior, Sequential Pay	Floating Rate	AAA	Aaa
Class T-A-3.....	\$22,509,000	5.7988%(14)	Senior, Sequential Pay	Fixed Rate	AAA	Aaa
Class T-A-4.....	\$30,000,000	(13)	Senior, Sequential Pay	Floating Rate	AAA	Aaa
Class T-A-5.....	\$45,145,000	5.7733%(14)	Super Senior, Lockout	Fixed Rate	AAA	Aaa
Class T-A-6.....	\$6,382,000	5.9468%(14)	Super Senior Support, Lockout	Fixed Rate	AAA	Aaa
Class T-A-7.....	\$2,966,000	(13)	Super Senior, Sequential Pay	Floating Rate	AAA	Aaa
Class T-A-P1.....	\$100,000,000	(13)	Super Senior, Pass-Through	Floating Rate	AAA	Aaa
Class T-A-P2.....	\$11,111,000	(13)	Super Senior Support, Pass-Through	Floating Rate	AAA	Aaa
Class T-M-1.....	\$11,392,000	(13)	Subordinate	Floating Rate	AA	Aa2
Class T-M-2.....	\$5,596,000	(13)	Subordinate	Floating Rate	A+	A2

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Class	Initial Class Balance Component Balance	Pass-Through Rate or Certificate Interest Rate(1)	Principal Type(2)	Interest Type(2)	Initial Rating of Certificate(3)	
					S&P	Moody's
Class T-M-3.....	\$1,999,000	(13)	Subordinate	Floating Rate	A	A3
Class T-M-4.....	\$1,999,000	(13)	Subordinate	Floating Rate	A-	Baa2
Class T-M-5.....	\$1,999,000	(13)	Subordinate	Floating Rate	BBB	Baa3
Components						
Class 4-S-IO.....	(15)	5.5000%	Notional Amount	Fixed Rate, Interest Only	N/A	N/A
Class 4-S-PO.....	\$1,380,135	(16)	Ratio Strip	Principal Only	N/A	N/A
Class 5-S-IO.....	(15)	5.5000%	Notional Amount	Fixed Rate, Interest Only	N/A	N/A
Class 5-S-PO.....	\$1,078,488	(16)	Ratio Strip	Principal Only	N/A	N/A
Class 6-S-PO.....	\$11,730	(16)	Ratio Strip	Principal Only	N/A	N/A
Class 8-S-IO.....	(15)	5.5000%	Notional Amount	Fixed Rate, Interest Only	N/A	N/A

## Non-Offered Shifting Interest Certificates

Class N-B-4.....	\$1,273,000	(11)	Subordinate	Variable Rate	BB	None
Class N-B-5.....	\$1,090,000	(11)	Subordinate	Variable Rate	B	None
Class N-B-6.....	\$728,096	(11)	Subordinate	Variable Rate	None	None
Class S-B-4.....	\$275,000	(12)	Subordinate	Variable Rate	BB	None
Class S-B-5.....	\$137,000	(12)	Subordinate	Variable Rate	B+	None
Class S-B-6.....	\$275,970	(12)	Subordinate	Variable Rate	None	None

## Non-Offered Overcollateralized Certificates

Class CE.....	(17)	(17)	Subordinate	N/A	None	None
Class P.....	\$100	(17)	Prepayment Charge	N/A	None	None

&lt;/TABLE&gt;

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- (1) Approximate. The initial class balances of the Offered Certificates may vary by a total of plus or minus 5%.
  - (2) See "Description of Certificates--Categories of Classes of Certificates" in the prospectus for a description of these principal and interest types and see "Description of Shifting Interest Certificates--Priority of Distributions on the Shifting Interest Certificates," "--Allocation of Losses to the Shifting Interest Certificates," "Description of Overcollateralized Certificates--Distributions on the Overcollateralized Certificates" and "--Allocation of Losses to the Overcollateralized Certificates" in this prospectus supplement for a description of the effects of subordination.
  - (3) The Offered Certificates will not be issued unless they receive at least the ratings set forth in this table. See "Certificate Ratings" in this prospectus supplement.
  - (4) The Class 1-PO and Class 4-A-1 Certificates are Principal Only Certificates and will not be entitled to distributions of interest.
  - (5) The Class 2-A-4, Class 3-A-3, Class 3-IO and Class 4-A-2 Certificates are Interest Only Certificates, have no class balances and will bear interest on their notional amounts (initially approximately \$2,706,166, \$60,906,000, \$424,063 and \$132,564,000, respectively) as described in this prospectus supplement under "Description of Shifting Interest Certificates--Interest on the Shifting Interest Certificates."
  - (6) This per annum rate represents payments from the related Mortgage Loans. On or prior to the Distribution Date in December 2013, the Class 2-A-10 Certificates will also be entitled to amounts received under an interest rate cap agreement. During this period, the Class 2-A-10 Certificates will receive payments on each Distribution Date at an effective per annum rate equal to One-Month LIBOR plus 0.600%, subject to a minimum rate of 6.000% and a maximum rate of 9.500%. For the Distribution Date in June 2007, this effective per annum rate is equal to 6.000%. See "Description of Shifting Interest Certificates--Interest Rate Cap Agreement for the Class 2-A-10 Certificates" and "--Reserve Fund for the Class 2-A-10 Certificates" in this prospectus supplement.
  - (7) During the initial Interest Accrual Period, interest will accrue on the Class 3-A-1 and Class 3-A-2 Certificates at the rate of 5.6900% per annum. During each Interest Accrual Period thereafter, interest will accrue on the Class 3-A-1 and Class 3-A-2 Certificates at a per annum rate equal to (i) 0.3700% plus (ii) One-Month LIBOR, subject to a minimum rate of 0.3700% and a maximum rate of 7.0000%. See "General Description of Certificates--Calculation of One-Month LIBOR" and "Description of Shifting Interest Certificates--Interest on the Shifting Interest Certificates" in this prospectus supplement.
  - (8) During the initial Interest Accrual Period, interest will accrue on the Class 3-A-3 Certificates at the rate of 1.3100% per annum. During each Interest Accrual Period thereafter, interest will accrue on the Class 3-A-3 Certificates at a per annum rate equal to (i) 6.6300% minus (ii) One-Month LIBOR, subject to a minimum rate of 0.0000% and a maximum rate of 6.630%. See "Description of Shifting Interest Certificates--Interest on the Shifting Interest Certificates" and "General Description of Certificates--Calculation of One-Month LIBOR" in this prospectus supplement.
  - (9) The Class S-IO Certificates are Interest Only Certificates and will be deemed for purposes of distributions of interest to consist of three Components: the Class 4-S-IO, Class 5-S-IO and Class 8-S-IO Component. The Components of the Class S-IO Certificates are not severable. The initial notional amount of the Class S-IO Certificates will be approximately \$3,778,156.
  - (10) The Class S-PO Certificates are Principal Only Certificates and will be deemed for purposes of distributions of principal to consist of three Components: the Class 4-S-PO, Class 5-S-PO and Class 6-S-PO Component. The Components of the Class S-PO Certificates are not severable.

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- (11) Interest will accrue on the Class N-M Certificates and Class N-B Certificates at a per annum rate equal to the weighted average (based on the Group Subordinate Amount for each Shifting Interest Loan Group in Loan Group N) of (i) with respect to Loan Group 1, 5.5000%, (ii) with respect to Loan Group 2, 6.0000% and (iii) with respect to Loan Group 3, 7.0000%. For the initial Distribution Date in June 2007, this rate is expected to be approximately 6.0989% per annum.
- (12) Interest will accrue on the Class S-B Certificates at a per annum rate equal to the weighted average (based on the Group Subordinate Amount for each Shifting Interest Loan Group in Loan Group S) of (i) with respect to Loan Group 4, 5.5000%, (ii) with respect to Loan Group 5, 5.5000%, (iii) with respect to Loan Group 6, 4.5000%, (iv) with respect to Loan Group 7, 5.2500% and (v) with respect to Loan Group 8, 5.5000%. For the initial Distribution Date in June 2007, this rate is expected to be approximately 5.4159% per annum.
- (13) Interest will accrue on these Certificates at a per annum rate equal to the lesser of (i) the sum of One-Month LIBOR plus the margin set forth in the

table below and (ii) the Pool Cap, as described in this prospectus supplement under "Description of Overcollateralized Certificates--Certificate Interest Rates of the Overcollateralized Certificates." During each interest accrual period relating to the Distribution Dates after the optional termination date for the Group T2 Mortgage Loans, other than with respect to the Class T-A-1A and Class T-A-2 Certificates, the margins will increase to the margins set forth in the table below if the optional termination right is not exercised.

&lt;TABLE&gt;

&lt;S&gt; &lt;C&gt; &lt;C&gt; &lt;C&gt; &lt;C&gt; &lt;C&gt; &lt;C&gt; &lt;C&gt;

Class	Margin	Margin after the Group T2 Optional Termination Date
Class T-A-1A	0.0900%	0.0900%
Class T-A-2	0.1700%	0.1700%
Class T-A-4	0.4000%	0.8000%
Class T-A-7	0.4000%	0.8000%
Class T-A-P1	0.2900%	0.5800%
Class T-A-P2	0.3900%	0.7800%
Class T-M-1	0.4000%	0.6000%
Class T-M-2	1.0000%	1.5000%
Class T-M-3	1.5000%	2.2500%
Class T-M-4	1.5000%	2.2500%
Class T-M-5	1.5000%	2.2500%

&lt;/TABLE&gt;

- (14) These Certificates are subject to the Pool Cap and, other than with respect to the Class T-A-1B Certificates, a Pass-Through Rate increase of 0.50% per annum following the optional termination date for the Group T2 Mortgage Loans, as described in this prospectus supplement under "Description of Overcollateralized Certificates--Certificate Interest Rates of the Overcollateralized Certificates."
- (15) The Class 4-S-IO, Class 5-S-IO and Class 8-S-IO Components' are interest only Components, have no component balance and will bear interest on their notional amounts (initially approximately \$2,726,799, \$763,096 and \$288,261, respectively) as described in this prospectus supplement under "Description of Shifting Interest Certificates--Interest on the Shifting Interest Certificates."
- (16) The Class 4-S-PO, Class 5-S-PO and Class 6-S-PO Components are principal only Components and will not be entitled to distributions in respect of interest.
- (17) The Class CE and Class P Certificates are entitled to certain distributions as specified in the pooling and servicing agreement.

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## SUMMARY OF TERMS

This summary highlights selected information from this prospectus supplement. It does not contain all of the information that you need to consider in making your investment decision. To understand the terms of the offered certificates, you should read this entire prospectus supplement and the prospectus carefully.

&lt;TABLE&gt;

&lt;S&gt; &lt;C&gt; &lt;C&gt; &lt;C&gt; &lt;C&gt; &lt;C&gt; &lt;C&gt; &lt;C&gt;

Title of Series:	Banc of America Funding Corporation, Mortgage Pass-Through Certificates, Series 2007-4
Depositor:	Banc of America Funding Corporation
Issuing Entity:	Banc of America Funding 2007-4 Trust
Sponsor:	Bank of America, National Association
Originators:	ABN AMRO Mortgage Group, Inc., American Home Mortgage Corp., Bank of America, National Association, Countrywide Home Loans, Inc., GMAC Mortgage, LLC, MortgageIT, Inc., National City Mortgage Co., U.S. Bank Home Mortgage, United States Trust Company, N.A., Wells Fargo Bank, N.A. and other originators that did not originate 10% or more of the aggregate unpaid principal balance of any Loan Group as of the Cut-off Date
Servicers:	Bank of America, National Association, Countrywide Home Loans Servicing LP, GMAC Mortgage, LLC, National City Mortgage Co., Wells Fargo Bank, N.A. and other servicers that did not service 10% or more of the aggregate unpaid principal balance of any Loan Group as of the Cut-off Date
Master Servicer:	Wells Fargo Bank, N.A.
Securities Administrator:	Wells Fargo Bank, N.A.

Trustee: U.S. Bank National Association

Supplemental Interest Trust Trustee: Wells Fargo Bank, NA.

Cap Providers: Bank of America, National Association and The Bank of New York

Swap Providers: Bank of America, National Association and The Bank of New York

Distribution Date: The 25th day of each month (or, if not a business day, the next business day) beginning June 25, 2007

Closing Date: On or about May 31, 2007

Collection Period: The period from the second day of the calendar month preceding the month in which a Distribution Date occurs through the first day of the calendar month in which the Distribution Date occurs

Cut-off Date: May 1, 2007

Prepayment Period: The calendar month preceding the month in which a Distribution Date occurs

Record Date: With respect to the Offered Certificates (other than the Floating Rate Certificates and Inverse Floating Rate Certificates), the last business day of the month preceding the month of a Distribution Date and with respect to the Floating Rate Certificates and Inverse Floating Rate Certificates, the business day preceding a Distribution Date or, if any definitive certificates are issued, the last business day of the month preceding the month of a Distribution Date

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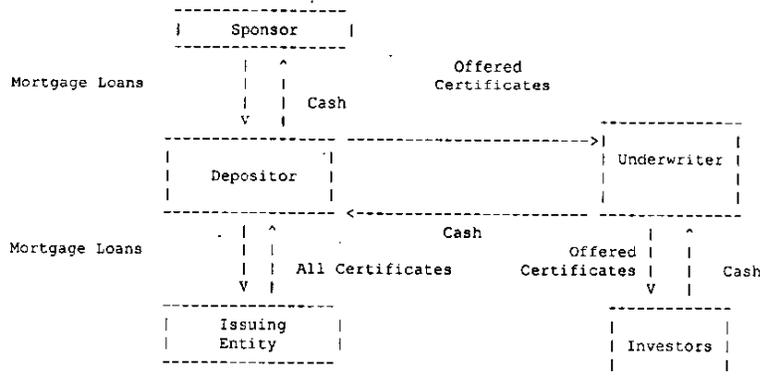
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The Transaction Parties

On the Closing Date, the Sponsor will sell the Mortgage Loans to the Depositor, who will in turn deposit them into a New York common law trust, which is the Issuing Entity. The Issuing Entity will be formed by a pooling and servicing agreement, to be dated the Closing Date, among the Depositor, the Master Servicer, the Securities Administrator and the Trustee. The Master Servicer will monitor the servicing of the Mortgage Loans by each Servicer in accordance with the pooling and servicing agreement. The Securities Administrator will calculate distributions and other information regarding the Certificates.

The transfers of the mortgage loans from the Sponsor to the Depositor to the Issuing Entity in exchange for the Certificates are illustrated below:



Offered Certificates

A summary table of the initial class balances, initial component balances, initial notional amounts, principal types, pass-through rates, certificate interest rates, interest types and ratings of the Offered Certificates offered by this prospectus supplement is set forth in the table beginning on page S-6.

The Certificates represent all of the beneficial ownership interest in the

Issuing Entity.

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Classifications of Classes of Certificates

Shifting Interest Certificates:	1-A-R, 1-A-1, 1-A-2, 1-PO, 2-A-1, 2-A-2, 2-A-3, 2-A-4, 2-A-5, 2-A-6, 2-A-7, 2-A-8, 2-A-9, 2-A-10, 2-A-11, 2-A-12, 2-A-13, 2-A-14, 2-A-15, 3-A-1, 3-A-2, 3-A-3, 3-IO, 4-A-1, 4-A-2, 5-A-1, 5-A-2, 5-A-3, 6-A-1, 7-A-1, 8-A-1, S-IO, S-PO, N-M, N-B-1, N-B-2, N-B-3, N-B-4, N-B-5, N-B-6, S-B-1, S-B-2, S-B-3, S-B-4, S-B-5 and S-B-6
Offered Shifting Interest Certificates:	1-A-R, 1-A-1, 1-A-2, 1-PO, 2-A-1, 2-A-2, 2-A-3, 2-A-4, 2-A-5, 2-A-6, 2-A-7, 2-A-8, 2-A-9, 2-A-10, 2-A-11, 2-A-12, 2-A-13, 2-A-14, 2-A-15, 3-A-1, 3-A-2, 3-A-3, 3-IO, 4-A-1, 4-A-2, 5-A-1, 5-A-2, 5-A-3, 6-A-1, 7-A-1, 8-A-1, S-IO, S-PO, N-M, N-B-1, N-B-2, N-B-3, S-B-1, S-B-2 and S-B-3
Overcollateralized Certificates:	T-A-1A, T-A-1B, T-A-2, T-A-3, T-A-4, T-A-5, T-A-6, T-A-7, T-A-P1, T-A-P2, T-M-1, T-M-2, T-M-3, T-M-4, T-M-5, CE and P
Offered Overcollateralized Certificates:	T-A-1A, T-A-1B, T-A-2, T-A-3, T-A-4, T-A-5, T-A-6, T-A-7, T-A-P1, T-A-P2, T-M-1, T-M-2, T-M-3, T-M-4 and T-M-5
Offered Certificates:	1-A-R, 1-A-1, 1-A-2, 1-PO, 2-A-1, 2-A-2, 2-A-3, 2-A-4, 2-A-5, 2-A-6, 2-A-7, 2-A-8, 2-A-9, 2-A-10, 2-A-11, 2-A-12, 2-A-13, 2-A-14, 2-A-15, 3-A-1, 3-A-2, 3-A-3, 3-IO, 4-A-1, 4-A-2, 5-A-1, 5-A-2, 5-A-3, 6-A-1, 7-A-1, 8-A-1, S-IO, S-PO, N-M, N-B-1, N-B-2, N-B-3, S-B-1, S-B-2, S-B-3, T-A-1A, T-A-1B, T-A-2, T-A-3, T-A-4, T-A-5, T-A-6, T-A-7, T-A-P1, T-A-P2, T-M-1, T-M-2, T-M-3, T-M-4 and T-M-5
Non-Offered Shifting Interest Certificates:	N-B-4, N-B-5, N-B-6, S-B-4, S-B-5 and S-B-6
Non-Offered Overcollateralized Certificates:	CE and P
Non-Offered Certificates:	N-B-4, N-B-5, N-B-6, S-B-4, S-B-5, S-B-6, CE and P
Senior Shifting Interest Certificates:	1-A-R, 1-A-1, 1-A-2, 1-PO, 2-A-1, 2-A-2, 2-A-3, 2-A-4, 2-A-5, 2-A-6, 2-A-7, 2-A-8, 2-A-9, 2-A-10, 2-A-11, 2-A-12, 2-A-13, 2-A-14, 2-A-15, 3-A-1, 3-A-2, 3-A-3, 3-IO, 4-A-1, 4-A-2, 5-A-1, 5-A-2, 5-A-3, 6-A-1, 7-A-1, 8-A-1, S-IO and S-PO
Senior Overcollateralized Certificates:	T-A-1A, T-A-1B, T-A-2, T-A-3, T-A-4, T-A-5, T-A-6, T-A-7, T-A-P1 and T-A-P2
Senior Certificates:	1-A-R, 1-A-1, 1-A-2, 1-PO, 2-A-1, 2-A-2, 2-A-3, 2-A-4, 2-A-5, 2-A-6, 2-A-7, 2-A-8, 2-A-9, 2-A-10, 2-A-11, 2-A-12, 2-A-13, 2-A-14, 2-A-15, 3-A-1, 3-A-2, 3-A-3, 3-IO, 4-A-1, 4-A-2, 5-A-1, 5-A-2, 5-A-3, 6-A-1, 7-A-1, 8-A-1, S-IO, S-PO, T-A-1A, T-A-1B, T-A-2, T-A-3, T-A-4, T-A-5, T-A-6, T-A-7, T-A-P1 and T-A-P2
Senior Non-PO Shifting Interest Certificates:	1-A-R, 1-A-1, 1-A-2, 2-A-1, 2-A-2, 2-A-3, 2-A-4, 2-A-5, 2-A-6, 2-A-7, 2-A-8, 2-A-9, 2-A-10, 2-A-11, 2-A-12, 2-A-13, 2-A-14, 2-A-15, 3-A-1, 3-A-2, 3-A-3, 3-IO, 4-A-1, 4-A-2, 5-A-1, 5-A-2, 5-A-3, 6-A-1, 7-A-1, 8-A-1 and S-IO
Group 1 Certificates:	1-A-R, 1-A-1, 1-A-2 and 1-PO
Group 2 Certificates:	2-A-1, 2-A-2, 2-A-3, 2-A-4, 2-A-5, 2-A-6, 2-A-7, 2-A-8, 2-A-9, 2-A-10, 2-A-11, 2-A-12, 2-A-13, 2-A-14 and 2-A-15
Group 3 Certificates:	3-A-1, 3-A-2, 3-A-3 and 3-IO
Group 4 Certificates:	4-A-1 and 4-A-2
Group 4 Components:	4-S-IO and 4-S-PO
Group 5 Certificates:	5-A-1, 5-A-2 and 5-A-3
Group 5 Components:	5-S-IO and 5-S-PO
Group 6 Certificates:	6-A-1
Group 6 Components:	6-S-PO
Group 7 Certificates:	7-A-1
Group 8 Certificates:	8-A-1