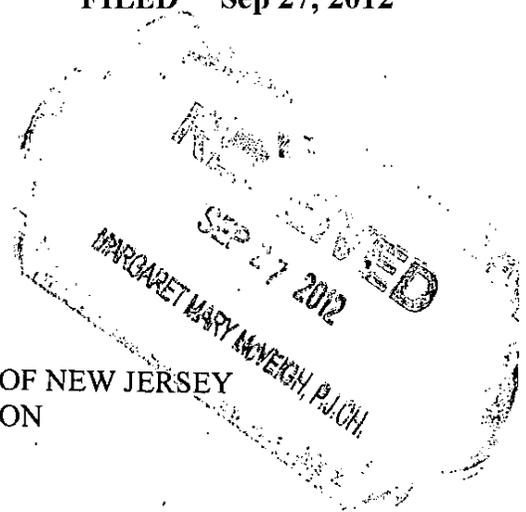


Matthew Forys
1091 River Avenue, Suite 17
Lakewood, NJ 08701
Tel. (908)-461-0512
matthewforys@gmail.com



FEDERAL HOME LOAN MORTGAGE CORPORATION,

Plaintiff,

v.

SARA KRANZ, ARYE KRANZ
Defendant(s)

) SUPERIOR COURT OF NEW JERSEY
) CHANCERY DIVISION
) PASSAIC COUNTY
)

) DOCKET NO.: F-009564-12
)

) CIVIL ACTION
)

) **OPPOSITION TO PLAINTIFF'S ORDER
) TO SHOW CAUSE**
)
)

INTRODUCTION

There are a number of issues of material fact which exist in this case, including but not limited to issues regarding the notice of intent to foreclose, and also the assignment and endorsement of the note and mortgage. The contentions of the defendant cut to the heart of the plaintiff's case, by stating that they were not in compliance with state case law in sending the defendant a notice of intent to foreclose and by stating that the plaintiff has not provided accurate certifications on the assignments of the note and mortgage, therefore rendering their assignments inconclusive at best and invalid at worst. The defendant in this case is vigorously defending their right to continuing ownership of the property in question and is attempting to demonstrate that the plaintiff lacks standing to bring the foreclosure suit, has not taken the necessary steps according to statutory and precedent case law to maintain a foreclosure action, such as

endorsement of the note and personal knowledge what was being signed for during each successive assignment, and that their notice of intent to foreclose was deficient. Defendant is presenting a defense to save his property. Having raised significant issues with regards to the plaintiff's standing to foreclose on the property and having raises considerable issues regarding the assignments of the note and mortgage and which lender is the true owner of the note and mortgage. The plaintiff should not be allowed to simply re-file their complaint time and again when it has become clear that they do not have the standing to bring suit.

PRELIMINARY STATEMENT

Plaintiff's foreclosure complaint against the defendant should be dismissed on the grounds that it violates the Fair Foreclosure Act, N.J.S.A. 2A:50-56, in that it identified the incorrect party as the lender when the original notice of intent to foreclose was sent to the defendant. There have been several foreclosure complaints sent during the course of this case. The first was sent on February 25, 2009 and was actually sent before there was ever an assignment of the mortgage from MERS to Wells Fargo (Exhibit A). A second, amended complaint, was sent on May 10, 2010. This amended complaint was sent in order to include the assignment which had taken place on April 29, 2009. On June 29, 2010 there was another assignment of the note and mortgage, this time from Wells Fargo to Federal Home Loan Mortgage Corporation. This assignment was reflected in what would be the third and final complaint which was sent to the defendants, this one being filed on July 8, 2010. (Exhibit B)

In the Notice of Intent (Exhibit C) to foreclose which was provided to the defendant the lender is identified as Wells Fargo, despite the fact that at the time that the NOI was sent by the plaintiff, Wells Fargo was no longer the holder of the note and mortgage and no longer had any

interest in the property. At the time that the NOI had been sent and was received by the defendant the lender should have been listed as Federal Home Loan Mortgage Corporation, aka "Freddie Mac."

The plaintiff has failed to demonstrate that they are the holder of the note and mortgage and that they have an interest in the property, therefore taking away any ability or right they may have had to foreclose on the property. The plaintiff has also not acted in compliance with the New Jersey Fair Foreclosure Act in their sending a deficient NOI to foreclose.

DEFENDANT WAS PROVIDED WITH A DEFICIENT NOTICE OF INTENT TO FORECLOSE

The defendants in the case at bar were provided with a Notice of Intent to foreclose on their property which listed an incorrect lender. Mentioned throughout the notice of intent and with their contact information provided, Wells Fargo is not the true holder of the mortgage and note and does not, and never had, standing to foreclose on the defendant's property. The true lender in this case is purportedly the Federal Home Loan Mortgage Corporation, also known as "Freddie Mac" and yet their information is not contained in the notice of intent and was not provided to the defendants.

The fact that the defendants were provided with incorrect information on the notice of intent to foreclose renders the entire document deficient in that it does not meet statutory standards and is not at all consistent with precedent case law. Case law which has held that there needs to not only be substantial compliance, but total compliance with the requirements set forth regarding a notice of intent to foreclose. What the plaintiff has provided to the defendant does

not comply and should not be accepted as a legitimate notice of intent to foreclose. The plaintiff should, at the very least, be made to re-file a notice of intent to foreclose which correctly identifies the lender. However, it would not be without precedent for the court to dismiss the complaint against the defendant for lack of a sufficient notice of intent. EMC Mortgage Corp. v. Chaudri, 400 N.J. Super. 126 (App. Div. 2008).

According to precedent case law such as US Bank v. Gulliaume, 209 N.J. 449, (N.J. 2012) sending a notice of intent to foreclose with only the servicer listed and not the name and contact information of not only the servicer but the lender means that the notice of intent is deficient. In the case at bar the notice of intent which was sent to the defendant was not compliant with the statute and, according to Gulliaume, the court may fashion an appropriate remedy at its own discretion.

However, also according to Guillaume, the court has stated that the lender must make a motion to serve a corrected notice of intent; no motion is pending in this case. Plaintiff is also required to certify the underlying facts showing that they are in compliance with the statute. Here this would be impossible as the certification would be, at best, inaccurate. There is simply no way for the plaintiff to maintain that they have complied with precedent case law in this case as they clearly, based on the evidence that was provided have not. The notice of intent to foreclose states that Wells Fargo is the lender when they are not, and thus the plaintiff is not in compliance with case law and the applicable statutes and certainly not with precedent case law.

With the understanding that it is entirely a matter of judicial discretion whether or not the plaintiff is given an opportunity to re-file or if their complaint is dismissed, it should be reiterated that the defendant and not the plaintiff has the backing of prior, precedent case law. Defendant was placed in a situation which harmed them in that their ability to negotiate with

their lender and possibly obtain a modification, or otherwise stop or stall the foreclosure proceedings against them, was curtailed because they were not negotiating with the true lender because they were relying, erroneously, on the notice of intent.

In EMC Mortgage Corp. v. Chaudri, 400 N.J. Super. 126 (App. Div. 2008) in which a New Jersey appellate court upheld a trial court's decision to dismiss a foreclosure action due to the lender's failure to provide the borrower with a NOI which in all ways complied with the Fair Foreclosure Act. The court mentioned that "substantial compliance" was simply not enough and that in order for the NOI to be valid and the foreclosure complaint to be upheld, there needs to be strict compliance with the statute. In Chaudri the court found that in order for there to be an equitable solution in cases involving a deficient notice of intent to foreclose, there must be a dismissal of the entire foreclosure complaint. The plaintiff should not be entitled to re-file at such a late point in time, a point in which the foreclosure proceedings have been ongoing for a number of years and after attempts at mediation.

PLAINTIFF LACKS STANDING DUE TO SEVERANCE OF NOTE FROM MORTGAGE

To foreclose a mortgage, the plaintiff must demonstrate that it owns or controls the underlying debt. Wells Fargo Bank, N.A. v. Ford, 418 N.J. Super. 592, 597 (App. Div. 2011). See also Deutsche Bank National Trust Company v. Mitchell; Bank of N.Y. v. Raftogianis, 418 N.J. Super. 323, 327-28 (Ch. Div. 2010); *Cf.* Kemp v. Countrywide Home Loans (In Re Kemp), 440 B.R. 624 (B.R. D. N.J. 2010) (Bank of New York's proof of claim disallowed where it did not have possession of the Note). "In the absence of a showing of such ownership or control, the plaintiff lacks standing to proceed with the foreclosure action and the complaint must be dismissed." Ford at 597. In addition, an assignee of a mortgage must produce a written

assignment of mortgage in order to maintain a foreclosure action. Ford at 600, citing N.J.S.A. 46:9-9. The plaintiff fails to allege facts that support a conclusion that the plaintiff owns or controls the underlying debt. Nor have they provided any proof that there was personal knowledge of the contents of what was being assigned. In both instances the assignment was signed by an attorney working at the office of the plaintiff's former counsel.

The note in this case has not been endorsed (Exhibit D) which naturally leads to questions regarding the validity of the assignment itself. Without the note having been endorsed by each successive party that came into ownership of it, it is impossible to tell who owned the note at each stage. Here, there has not been any endorsement by the note and in order to surmise ownership the defendant has to rely on the assignments, in this case the certifications of the assignments were handled by attorneys working for the law firm of Zucker, Goldberg and Ackerman, named Richard Haber and Brian Nicholas, who were acting as "attorneys in fact" and certifying assignments about which they had provided no proof of personal knowledge of any underlying facts. The fact that these attorneys were certifying assignments about which they did not have personal knowledge puts the plaintiff in violation of several rules.

Where the underlying debt is memorialized in a negotiable instrument, it is subject to the requirements of Article 3 of the Uniform Commercial Code (UCC), codified in New Jersey as N.J.S.A. 12A:3-101-605. Plaintiff has the burden of demonstrating that it is entitled to enforce the Note, by showing it is one of the following: (1) the holder of the note, (2) a non-holder in possession of the instrument who has the rights of a holder, or (3) a non-holder entitled to enforce an instrument that is possessed, but that has been lost, stolen or destroyed. See, e.g., Ford at 328—330. Plaintiff fails to allege facts that support a conclusion that it meets any of these

criteria – most critically, it fails to allege physical possession of the note, a requirement for all three categories.

A person becomes the holder of an instrument when it is issued or later negotiated to that person. Ford at 330-332. Negotiation of an instrument first requires physical transfer of that instrument. A negotiable instrument is transferred “when it is delivered by a person other than its issuer for the purpose of giving to the person receiving delivery the right to enforce the instrument,” delivery being defined as a “voluntary transfer of possession.” N.J.S.A. 2A:3-203(a); N.J.S.A. 2A:1-201 (14). For bearer paper, any person in possession of the instrument is a “holder”. However, for paper payable to the order of a specific person, a person is a “holder” only where the person in possession is the named payee. N.J.S.A. 2A:1-201(20).

As such, an instrument payable to a specific person must be indorsed by each successive payee. “Indorsement” means “a signature... made on an instrument for the purpose negotiating the instrument.” N.J.S.A. 12A:3-204. Without the indorsements of the prior payee(s), a transferee is not a holder and cannot enforce that instrument against the maker even if it has rights to that instrument as against the payee. “It is axiomatic that a suit cannot be prosecuted to foreclose a mortgage which secures the payment of a promissory note, unless the Plaintiff actually holds the original note.” In re Development Group, Inc. 50 B.R. 588 (S.D. Fla 1985).

CONCLUSION

For the foregoing reasons the defendant respectfully requests that the plaintiff’s order to show cause be dismissed with prejudice.

Matthew Fines

Certificate of Service

I hereby certify that a copy of the foregoing Opposition to Plaintiff's Order to Show Cause was sent via Express Mail, this 21st day of September 2012, to:

Reed Smith
136 Main St #250
Princeton, NJ 08540

Matthew Fuchs

Dated: 9.21.12

Exhibit A

(H)

C_118330_AOMI_C

Loan No. 0207561663/708

u28
wells

Assignment of Mortgage

Know all Men by these Presents:

040.00 CHA 210 Zucker 5-12-9
That Mortgage Electronic Registration Systems, Inc., as nominee for GFI Mortgage, Inc.

located at P.O. Box 2026, Flint, MI 48501-2026 herein designated as the Assignor, for and in consideration of the sum of ONE DOLLAR AND 00/100 (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, does by these presents assign to

Wells Fargo Bank, NA

located at P.O. Box 85071, San Diego, CA 92186-5071 herein designated as the Assignee, a certain Mortgage made by Arye Kranz and Sara Kranz on lands located in the Township of Lakewood in the County of Ocean and State of New Jersey, to secure payment of the sum of \$393250.00 Dollars which mortgage was recorded or registered in the office of the Clerk of Ocean County on 01/16/2008 in Book 13927 of Mortgages on page 1525.

Together with the Bond, Note or other Obligation therein described, and the money due and to grow due thereon, with the interest. To have and to hold the same unto the said Assignee forever, subject only to all the provisions contained in the said Mortgage and the Bond, Note or other Obligation. And the said Assignor hereby constitutes and appoints the Assignee as the Assignor's true and lawful attorney, irrevocable in law or in equity, in the Assignor's name, place and stead but at the Assignee's cost and expense, to have, use and take all lawful ways and means for the recovery of all the said money and interest; and in case of payment, to discharge the same as fully as the Assignor might or could do if these presents were not made. This assignment is without recourse for any reason whatsoever.

In all references herein to any parties, persons, entities or corporations the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

In Witness Whereof, the said Assignor has hereunto set his hand and seal or caused these presents to be signed by its proper corporate officers and its corporate seal to be hereto affixed this 04/29/2009

Attested by
Christina Lorange
CHRISTINA LORANCE, WITNESS

Mortgage Electronic Registration Systems, Inc., as nominee for GFI Mortgage, Inc.
BY: *[Signature]*
RICHARD P. HABER, Assistant Secretary and Vice President

CORPORATE ACKNOWLEDGEMENT

STATE OF NEW JERSEY, COUNTY OF UNION SS:

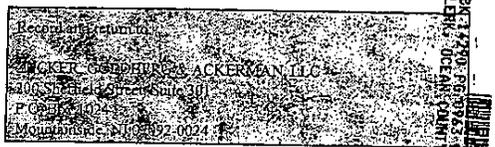
I CERTIFY that on April 29, 2009, Richard P. Haber personally came before me and this person acknowledged under oath, to my satisfaction:

- (a) this person signed, sealed and delivered the attached document as Assistant Secretary and Vice President of Mortgage Electronic Registration Systems, Inc., as nominee for GFI Mortgage, Inc. the entity named in this instrument; and
- (b) the proper corporate seal was affixed; and
- (c) this document was signed and made by the corporation as its voluntary act and deed by virtue of authority from its Board of Directors.

Signed and sworn to before me on April 29, 2009

[Signature]
Notary Public of New Jersey

KATHLEEN AUTHENREATH
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES ON
03-29-2014



INSR # 2009048791 OR BKT 2909
CARL W. BLOCK COUNTY CLERK OCEAN COUNTY NEW JERSEY
APR 29 2009 10:17:26 AM

Exhibit B

Assignment of Mortgage
Know all Men by these Presents:

That Wells Fargo Bank, NA

located at P.O. Box 85071, San Diego, CA 92186-5071 ,herein designated as the Assignor, for and in consideration of the sum of ONE DOLLAR AND 00/100 (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, does by these presents assign to

Federal Home Loan Mortgage Corporation

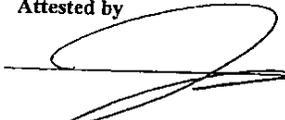
located at 8250 Jones Branch Drive, Mailstop A62, Mclean, VA 22102-3002 , herein designated as the Assignee, a certain Mortgage made by Arye Kranz and Sara Kranz on lands located in the Township of Lakewood in the County of Ocean and State of New Jersey, to secure payment of the sum of \$393,250.00 Dollars which mortgage was recorded or registered in the office of the Clerk of Ocean County on February 26, 2008 in Book 13927 of Mortgages at page 1525

Together with the Bond, Note or other Obligation therein described, and the money due and to grow due thereon, with the interest. To have and to hold the same unto the said Assignee forever, subject only to all the provisions contained in the said Mortgage und the Bond, Note or other Obligation. And the said Assignor hereby constitutes and appoints the Assignee as the Assignor's true and lawful attorney, irrevocable in law or in equity, in the Assignor's name, place and stead but at the Assignee's cost and expense, to have, use and take all lawful ways and means for the recovery of all the said money and interest; and in case of payment, to discharge the same as fully as the Assignor might or could do if these presents were not made. This assignment is without recourse for any reason whatsoever.

In all references herein to any parties, persons, entities or corporations the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

In Witness Whereof, the said Assignor has hereunto set his hand and seal or caused these presents to be signed by its proper corporate officers and its corporate seal to be hereto affixed this 29 day of June, 2010

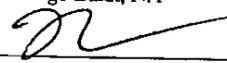
Attested by



JAMES MURPHY, WITNESS

Wells Fargo Bank, NA

BY:



Brian C. Nicholas
, Attorney-in-Fact

CORPORATE ACKNOWLEDGEMENT

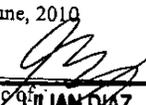
STATE OF NEW JERSEY, COUNTY OF UNION:

I CERTIFY that on June 29, 2010 Brian C. Nicholas personally came before me and this person acknowledged under oath, to my satisfaction that:

- (a) this person signed, sealed and delivered the attached document as Power of Attorney of Wells Fargo Bank, NA, the corporation named in this document;
- (b) the proper corporate seal was affixed; and
- (c) this document was signed and made by the corporation as its voluntary act and deed by virtue of authority from its Board of Directors.

Signed and sworn to before me on this
29 day of June, 2010

Notary Public of

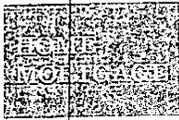

LILIAN DIAZ
NOTARY PUBLIC OF NEW JERSEY

My Commission Expires October 23, 2012

Record and return to:
ZUCKER, GOLDBERG & ACKERMAN, LLC
200 Sheffield Street, Suite 301
P.O. Box 1024
Mountainside, NJ 07092-0024

Exhibit C

**WELLS
FARGO**



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

Date: 8/14/2012

SARA KRANZ
12 OMNI COURT
LAKEWOOD, NJ 08701

RE: Wells Fargo Home Mortgage 708/0207561663
Mortgagor(s): SARA KRANZ
Mortgaged Premises: 12 OMNI COURT
LAKEWOOD
NJ
08701

NOTICE OF INTENTION TO FORECLOSE

Dear Borrower(s):

Wells Fargo Home Mortgage (hereafter, "Wells Fargo") services a mortgage (hereafter, the "Mortgage") in the original principal amount of \$393,250.00 on the residential property commonly known as 12 OMNI COURT, LAKEWOOD, NJ 08701, which Mortgage was made on 2/13/2008.

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

Monthly payments (principal, interest, and escrow) from 11/1/2008 are as follows:

Payments- Totaling	\$	164,850.86
Total Accrued Unpaid Late Charges (Monthly Late Charge \$ 122.67)	\$	5,397.48
Unapplied Funds	\$	0.00
Miscellaneous Fees	\$	1,285.00
Total Delinquency as of 8/14/2012	\$	171,656.01

Your Pre-Foreclosure Action Right to cure this Default

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

Payments only address:

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

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
Wells Fargo Home Mortgage
Address: 3480 Stateview Boulevard
MAC D3348-027
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 Wells Fargo'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.

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

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

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

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

The lender of your loan is:

Wells Fargo Bank, N.A.
Written Customer Contact PO BOX 10335
Des Moines, IA 50306

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

Very truly yours,

Wells Fargo Home Mortgage
Default Management Department

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

Exhibit D

CERTIFIED TO BE A TRUE COPY

BY

NOTE

February 13, 2008
[Date]

Lakewood, NJ 08701
[City]

[State]

12 Omni Court
Lakewood, NJ 08701

[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$393,250.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is **GFI Mortgage, Inc, Corporation**

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

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

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of **6.3750%**.

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

3. PAYMENTS

(A) Time and Place of Payments

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

I will make my monthly payment on the **1st** day of each month beginning on **April 01, 2008**

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on **March 01, 2038**, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at **GFI Mortgage, Inc, 50 Broadway, 4th Floor, New York, NY 10004**

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

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. **\$2,453.37**

4. BORROWER'S RIGHT TO PREPAY

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

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

MULTISTATE FIXED RATE NOTE—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

ITEM 1846L1 (0009)

Form 3200 1/01
GreatDocs™
(Page 1 of 3)

10742943

SK

10742943

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of **Fifteen** calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be **5.0000%** of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in

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this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

Borrower has executed and acknowledges receipt of pages 1 through 3 of this Note.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

Sara Kranz _____ (Seal) _____ (Seal)
Sara Kranz -Borrower -Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower

[Sign Original Only]

Matt Forys
1091 River Ave, Unit 17
Lakewood NJ 08701
Tel. 732-719-6295
Attorney for *Defendant(s)*

FEDERAL HOME LOAN MORTGAGE CORPORATION Plaintiff,	SUPERIOR COURT OF NEW JERSEY OCEAN COUNTY CHANCERY DIVISION
VS.	DOCKET NO: F-10445-09
SARA KRANZ, ARYE KRANZ, ET. AL. Defendant.	NOTICE OF APPEARANCE

The undersigned hereby enters his appearance as attorney for the defendants in this manner.

Dated: September 21, 2012

By: Matthew Forys
Matthew Forys, Attorney for
Sara and Arye Kranz