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Paul R Hauke
PO Box 3041
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Defendant Pro Se

US BANK NATIONAL ASSOCIATION , AS TRUSTEE FOR CREDIT SUISSE FIRST BOSTON ARMT 2005-12
PLAINTIFF,

VS.

PAUL R HAUKE, ET AL
DEFENDANT(S)

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION
: MONMOUTH COUNTY

: DOCKET NO. F-45183-09

: CIVIL ACTION

: **INTERROGATORIES**

TO:

Phelan Hallinan and Schmieg PC
400 Fellowship Rd
Suite 100
Mount Laurel, NJ 08054
Attorney for Plaintiffs

PLEASE TAKE NOTICE that the Defendant, Paul R Hauke, et al , demands that Plaintiffs, Us Bank National Association, as trustee for Credit Suisse First Boston ARMT 2005-12 , and Credit Suisse First Boston furnish answers to the following interrogatories in accordance with R 4:17 of the rules governing the State of New Jersey and the instructions and definitions as follow.

May 21, 2010

BY: Paul R Hauke
Paul R Hauke
Pro Se Defendant

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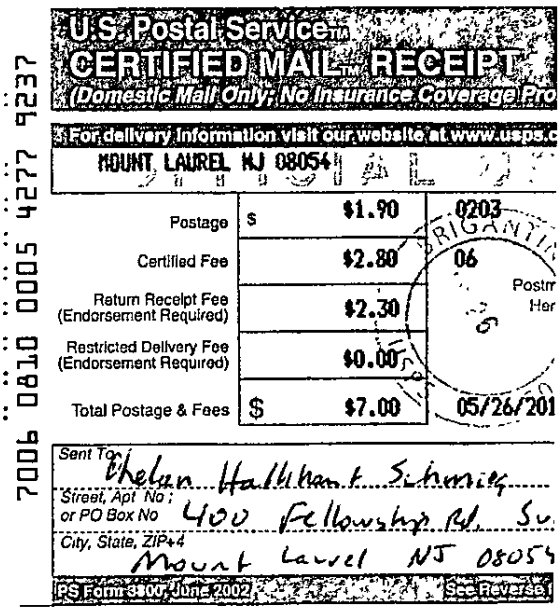
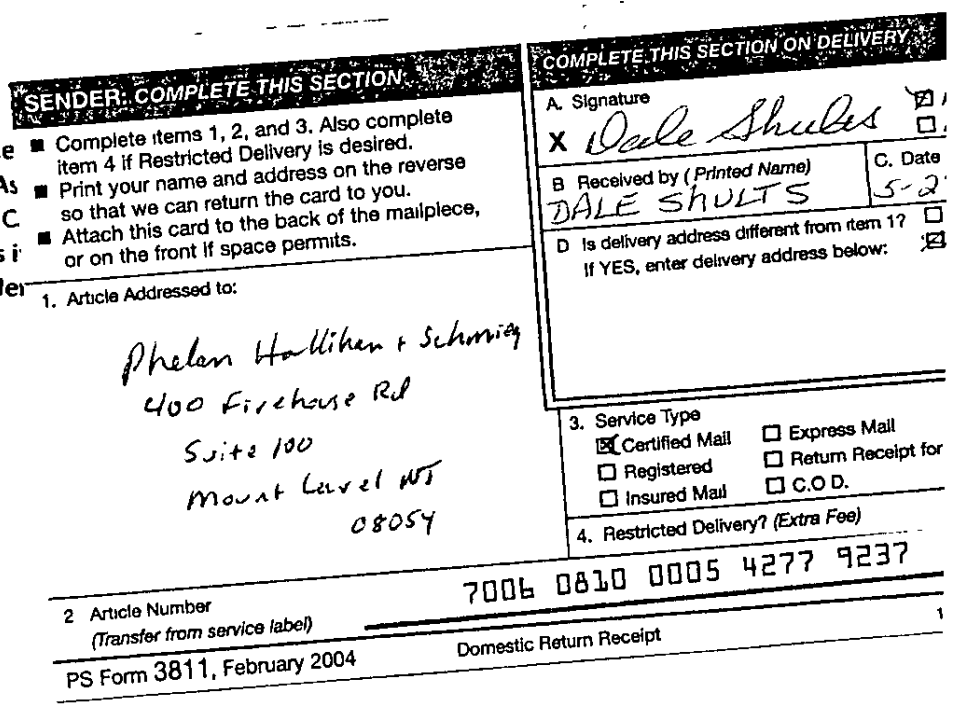
May 21, 2010





INSTRUCTIONS

You are required in responding to these interrogatories, to obtain and furnish all information available to you and any of your representatives, employees, agents, servants or attorneys You are also required to obtain and furnish all information that is in your possession or under the control of any of your representatives, employees, agents, servants or attorneys. Any interrogatory propounded in the disjunctive shall be read as if propounded in the conjunctive and vice versa Whenever appropriate, the singular form of a word should be interpreted in the plural. Any interrogatory propounded in the masculine shall be read as if propounded in the feminine and vice versa.

1. Each interrogatory that seeks information relating in any way to communications to, from or within a business and/or corporate entity, is designated to mean all communications by and between representatives, employees, agents and/or servants of the business and/or corporate entity.

2. As used in these interrogatories, the terms "document" and "record" mean any written, recorded, photographs, graphic computer or electronic writing or e-mail or other tangible matter, however produced or reproduced. It includes all matter that relates or refers, in whole or in part, to the subject referred to in the interrogatory, including, but not limited to letters, correspondence, memoranda, minutes, notes, films, transcripts, contracts, agreements, summaries, memoranda of telephone conversations or personal conversations, diaries, desk calendars, photographs, videotapes, books, newspapers, magazines, advertisements, bulletins, pamphlets, statements, reports, articles of incorporation, bylaws, regulations, receipts, minutes of meetings, invoices, packing lists, interoffice communications, reports, accounting sheets, credit files, trucking or shipping receipts, inventory documents, shipping advises, warehouse

receipts, bills of lading, or any other material similar, which is in the possession or control of the party who is answering these interrogatories or their attorneys.

3. As used in these interrogatories, the term "person" means all entities of every description and includes natural persons, corporations, partnerships, companies and estates.

4. As used in these interrogatories, the term "identify" or "identity", when used with respect to a "person", means you are required to provide the full legal name, nickname(s), address, telephone number and relationship to defendant (e.g., spouse, friend, employer, attorney, etc.).

5. As used in these interrogatories, the term "identify" or "identity", when used with respect to documents or records, means that you are required, for each and every document or record, to:

State the name and title by which you refer to it,

State the date of the document or record;

State where the document was located or found. For example, was the document found in a file created and maintained by the Plaintiffs or a business record obtained from a non-party person, entity or business, i.e., a receipt from a store or a copy of a cancelled check from a bank;

Identify each person who participated in the creation of said document or record;

State the subject matter and summarize the contents of the document;

Identify each person who had possession or control of the document or record; and

State the location where such document or record is normally kept.

6. "Identify" when used with respect to a communication means to state the name and address of each person in the communication and to state the subject matter of the

communication. If the communication was in writing, identify all documents or records that relate to the communication.

7. "Identify" when used with respect to a business entity means to state the legal name of the entity, the names under which it does business, its business address, its form, identification of the principal proprietors and officers and their addresses; and its business relationship, if any, to any of the parties of this action.

8 As used in these interrogatories, the term "fact" refers to all evidentiary facts presently known to you and all evidentiary facts, the existence of which is presently inferred by you from the existence of any combination of evidentiary and/or ultimate facts.

9. The words "you," "your," and/or "Plaintiffs" as used in these interrogatories refer not only to you, the individual Plaintiffs in this action, but also to your respective predecessors or successors in interest, your divisions, subsidiaries, affiliates, directors, officers, employees, attorneys, agents, servants and representatives.

10. "Relate to" shall mean consist of, refer to, reflect or be in any way logically or factually connected with the matter discussed.

11 Time Period. Unless otherwise indicated, the information to be supplied in these interrogatories shall relate to the period commencing on or before January 1, 2005, and continuing to an including the date on which the answers to these interrogatories are filed If, after answering these interrogatories, information comes to your attention that requires a different answer, the different answer shall be supplied promptly by a supplemental response in accordance with the Rules of Court

12. In answering these interrogatories, if exact times and places cannot be provided, specify approximate times and places.

13. For each document that is responsive to these interrogatories that is sought to be withheld under a claim of privilege, the following information shall be provided

(a) The place, date (or approximate date), and manner of record or otherwise preparing the document;

(b) The name and title of the sender, and the name and title of recipient of the document;

(c) A summary of the contents of the document;

(d) The identity of reach person or persons (including secretaries and clerical assistants) participating in the preparation of the document;

(e) The identity of each person to whom the contents of the document heretofore have been communicated by copy, exhibition. sketch, reading or substantial summarization, the date(s) of said communication, and the employer and title of said person at the time of said communication;

(f) A statement of the basis on which privilege is claimed, and

(g) The identity of the person or person supplying your attorney with the information requested in subsections (a) through (g) above

INTERROGATORIES

1. Please identify each person who answer these interrogatories and each person (attach pages if necessary) who assisted, including attorneys, accountants, employees of third party entities, or any other person consulted, however briefly, on the content to any answer to these interrogatories.

2. For each of the above persons please state whether they have personal knowledge regarding the subject loan transaction.

3. Produce all documents that relate to your answer to the preceding interrogatory.

4. State the type of business organization Credit Suisse First Boston is/was and name every State of the Union in which it is/was chartered or registered.

5. State the type of business organization US Bank National Association is and name every State of the Union in which it is chartered or registered

6. Describe in detail all communications (either written, oral, email, or otherwise) between Defendant(s) and your agents regarding the loan(s) that is the subject of this litigation Including date, substance and parties involved.

7. Produce all documents that relate to your answer to the preceding interrogatory.

8. Describe in detail what information was initially supplied to the Defendant(s) about the estimated terms of the loan(s) which they applied for and specify how this was transmitted.

9. Produce all documents that relate to your answer to the preceding interrogatory.

10. Describe the conditions of approval submitted to the broker, United Community Mortgage Corporation (sometimes called the "prior to docs" letter) by any lender that acquired the loan(s) or servicing rights.

11. Produce the rate sheet(s) from Credit Suisse First Boston that applied to this loan, the subject of this litigation.

12. Produce the "Prior to Docs" conditions letter from all acquiring lenders of this loan, the subject of this litigation, that summarizes the loan program, fees involved, type of documentation, etc.

13. State the names, addresses, and telephone numbers of all experts whom you intend to call as witnesses regarding any aspect of this case.

14. With reference to each expert , state as follows:
    (a) Name and address
    (b) Whether any written reports have been furnished to defendant(s), and If so the dates thereof;
    (c) the subject matter on which the expert is expected to testify;
    (d) The substance of the facts and opinions to which he is expected to testify; and
    (e) A summary of the grounds for each opinion

15. Describe any insurance or bonds, both private and public, that might provide a defense or coverage of Plaintiff's claims, including company or agency, inclusive dates of coverage, limits, and whether this case has been tendered.

16. Produce the declaration page or full program information for any insurance listed above.

17. Has any responsive information or responsive documents been lost or destroyed since the loan(s) were made? If so, explain the full details.

18. Produce your loan file for each loan made to Defendant(s) that is the subject of this litigation.

19. Please state the date of first contact between Credit Suisse First Boston and the borrower in the subject loan transaction, the name, address and telephone number of the person(s) in your company who was/were involved in that contact.

20. Please identify every potential party to this lawsuit.

21. Please identify the person(s) involved in the underwriting of the subject loan. "Underwriting" refers to any person who made representations, evaluations or appraisals of value of the security instruments , and ability of the borrower to pay.

22. Please identify any person(s) who had any contact with any third party regarding the securitization, sale, transfer, assignment, hypothecation or any document or agreement, oral , written or otherwise, that would affect the funding, closing, or the receipt of money from a third party in a transaction that referred to the subject loan.

23. Please identify any person(s) known or believed by anyone at Credit Suisse First Boston and/or US Bank National Association who had received physical possession of the note and allonges, the mortgage, or any document (including but not limited to assignment endorsement,

allonges, pooling and servicing agreements,
assignment and assumption agreement, trust agreement, letters or email or faxes of transmittals including attachments) that refers to or incorporates terms regarding the securitization , sale, transfer, assignment, hypothecation or any document or agreement , oral, written or otherwise, that would affect the funding or the receipt of money from a third party in a transaction, and whether such money was allocated to principal, interest or other obligation related to the subject loan.

24. Please identify all persons known or believed by anyone in Credit Suisse First Boston and/or US Bank National Association or any affiliate to have participated in the securitization of the subject loan including but not limited to mortgage aggregators, mortgage brokers, financial institutions, structured investment vehicles, special purpose vehicles, trustees, managers of derivative securities , managers
of the company that issued an asset backed security, underwriters, rating agency, credit enhancement provider.

25. Please identify the person(s) or entities that are entitled, directly or indirectly to the stream of revenue from the borrower in the subject loan.

26. Please identify the person(s) in custody of any document that identifies the loan servicer(s) In the subject loan.

27. Please identify any person(s) in custody or any document which refers to any instruction or authority to enforce the note or mortgage in the subject loan transaction.

28. Other than people identified above, identify any and all persons who have or had personal knowledge of the subject loan transaction, underwriting of the subject loan transaction, securitization, sale, transfer, assignment or hypothecation of the subject loan transaction, or the decision to enforce the note or mortgage in the subject loan transaction.

29. Please identify any party, person or entity known or suspected by Credit Suisse First Boston and/or US Bank National Association
or any of their Officers, employees, independent contractors or other agent, or servants of either company who might possess or claim rights under the subject loan or mortgage and/or note.

30. Please identify the custodian of the records that would show all entries regarding the flow of funds for the subject loan transaction prior to and after closing of the loan. (Flow of funds, means
any record of money received, any record of money paid out and any bookkeeping or accounting entry, general ledger and accounting treatment of the subject loan transaction at your company or any affiliate including but not limited to whether the subject loan transaction was ever entered into any category on the balance sheet at any time or times, whether any reserve for default was ever entered on the balance sheet, and whether any entry, report or calculation was made regarding the effect of this loan transaction on the capital reserve requirements of your company or affiliate.)

31. Please identify the auditor and/or accountant of financial statement or tax returns for Credit Suisse First Boston and US Bank National Association .

32. Please identify any attorney with whom you consulted or who rendered an opinion regarding subject loan transaction or any pattern of securitization that may have affected the subject loan directly or indirectly.

33. Did any investor/certificate holder approve or authorize foreclosure proceeding on Defendants property?

34. Please identify the person(s) involved or having knowledge of any insurance policy or product, plan or instrument describing over collateralization, cross-collateralization

or guarantee or other instrument hedging the risk of default as to any person or entity acting as an issuer of any securities or certificates. (Such instrument(s) relate to the composition of a pool, tranche or other aggregation of assets that was created, included or referred to the subject loan and the pool or aggregation was transmitted, transferred, assigned, pledged, or hypothecated to any entity or buyer. A person who "transmitted, transferred, assigned, pledged or hypothecated" refers to any person who suggested, approved, received, or accepted the composition of the pool or aggregation made or confirmed representations, evaluations or appraisals of value of the home, value of the security instruments, ability of the borrower to pay.)

35. Please identify the person(s) involved or having knowledge of any credit default swap or other instrument hedging the risk of default as to any person or entity acting as an issuer of any securities or certificates. (Such instrument(s) relate to the composition of a pool, tranche, or other aggregation of assets that was created , included or referred to the subject loan.)

36. Identify for each account accounting and servicing system used by Credit Suisse First Boston and any sub-servicers or previous servicers from the inception of this account to the present date to enable the deciphering of the data provided.

37. For each account accounting and servicing system identified by Credit Suisse First Boston and any sub-servicers or previous servicers from the inception of this account to the present date, state the name and address of the company that designed and sold the system

38. For each account accounting and servicing system identified by Credit Suisse First Boston and any sub-servicers or previous servicers from the inception of this account to the present date, please provide the complete transaction code list for each system so that defendant(s) and others can adequately audit this account.

39. In a spreadsheet form or in letter form in a columnar format, detail each and every credit on this account from the date such credit was posted to this account as well as the date any credit was received.

40. In a spreadsheet form or in letter form in a columnar format, detail each and every debit on this account from the date such debit was posted to this account as well as the date any credit was received.

41. For each debit and credit listed, state the definition for each corresponding transaction code Credit Suisse First Boston utilize.

42. For each transaction code, provide the master transaction code list used by Credit Suisse First Boston and current and previous servicers.

43. Has each sale, transfer or assignment of this mortgage, monetary instrument, deed of trust or any other instrument Defendant(s) executed to secure this debt been recorded in the county property records in the county and state in which Defendants property is located from the inception of this account to the present date? State Yes or No.

44. If no , why?

45. Is Credit Suisse First Boston and/or US Bank National Association as trustee the servicer of this mortgage account or the holder in due course and beneficial owner of this mortgage, note, monetary instrument and/or deed of trust? State Yes or No.

46. Have any sales , transfers or assignments of this mortgage, note, monetary instrument deed of trust or any other instrument executed by Defendant(s) to secure this debt been recorded in any electronic fashion such as MERS (Mortgage Electronic Registration System) or other internal or external recording system from the Inception of this account to present date? State Yes or No.

47. If yes, give the details of the names of the seller, purchaser, assignor, assignee or holder in due course to any right or obligation of any note, mortgage, deed of trust or security instrument executed by Defendant(s) securing the obligation on this account that was not recorded in the county records where Defendants property is located whether they be mortgage servicing rights or the beneficial interest in the principal and interest payments.

48. Did the originator or previous servicers of this account have any financing agreements or contracts with Credit Suisse First Boston or any affiliate of Credit Suisse First Boston.

49. Did the originator or previous servicers of this account receive any compensation, fee, commission, payment, rebate, or other financial consideration from Credit Suisse First Boston or affiliate of Credit Suisse First Boston for handling, processing, originating or administering this loan? If yes, please describe and itemize each and every form of compensation, fee, commission, payment, rebate or other financial consideration paid to the originator of this account by our company or any affiliate.

50. State where the originals of this entire account file are currently located and how they are being stored, kept and protected.

51. Where is the original monetary instrument or mortgage Defendant(s) signed located. Give details of its physical location and whether anyone is holding the promissory note as a custodian or trustee?

52. Where is the original deed of trust or mortgage and promissory note signed by Defendant(s)? Give details of its physical location and whether anyone holding this note as custodian or trustee?

53. State whether since the inception of this account , there has been any Assignment of Defendants monetary instrument / asset to any other party? If the answer is yes, give details of the names and addresses of each and every individual , party, bank, trust, or entity that has received such assignments.

54. State whether since the inception of this account there has been any assignment of the deed of trust or mortgage and promissory note to any other party? If the answer is yes, give details of the names and addresses of each and every individual , party, bank, trust, or entity that has received such assignments.

55. State whether since the inception of this account, there has been any sale or assignment of the servicing rights to this mortgage account to any other party? If the answer is yes, give details of the names and addresses of each

and every individual, party, bank , trust, or entity that has received such assignments or sale.

56. State whether since the inception of this account, there have been any sub servicers servicing any portion of this mortgage account? If the answer is yes, give details of the names and addresses of each and every individual, party, bank , trust, or entity that has sub-serviced this account.

57. Has this mortgage account been made a part of any mortgage pool since the inception of this loan? If yes, give details of each and every account mortgage pool that this mortgage has been a part of from the inception of this account to the present date.

58. Whether each and every assignment of Defendants asset/monetary Instrument has been recorded in the county land records where the property associated with this mortgage account is located?

59. State whether there has been any electronic assignment of this mortgage with MERS (Mortgage Electronic Registration System) or any other computer mortgage registry service or computer program? If yes, give details of the name and address of each and every individual, entity , bank, trust or organization or servicers that have been assigned to mortgage servicing rights to this account as well as the beneficial interest to the payments of principal and interest on this loan.

60. Have there been any investors (as defined by Credit Suisse First Boston) who have participated in any mortgage backed security, collateral mortgage obligation or other

mortgage security instrument that this mortgage account has ever been a part of from the inception of this account to the present date? If yes, give details of the name and address of each and every individual, entity, organization and/or trust.

61. Give details of the parties and their addresses to all sales contracts, servicing agreements, assignments, allonges, transfers, indemnification agreements, recourse agreements, and any agreement related to this account from the inception to the present date.

62. State how much amount was paid for this individual mortgage account by Credit Suisse First Boston?

63. If part of a mortgage pool, state the principal balance used by Credit Suisse First Boston to determine payment for this individual mortgage loan?

64. If part of a mortgage pool, state the percentage paid by Credit Suisse First Boston of the principal balance above used to determine purchase of this individual mortgage?

65. To whom did Credit Suisse First Boston issue a check or payment to for this mortgage loan?

66. Did any investor approve of the foreclosure of Defendants property?

State yes or no.

67. Give details of all persons who approved the foreclosure of Defendants property?

68. Have attorney fees ever been assessed to this account from the inception of this account to the present date? State yes or no.

69. If yes, detail each separate assessment, charge and collection of attorneys fees to this account from the inception of this account to the present date and the date of such assessments to this account.

70. Have attorney fees been collected from this account from the inception of this account to the present date? State yes or no.

71. If yes, detail each separate collection of attorney fees to this account from the inception of this account to the present date and the date of such assessments to this account.

72. Give details of the name and address of each attorney or law firm that has been paid any fees or expenses related to this account from the inception of this account to present.

73. Specify in writing the provision , paragraph, section or sentence of any Promissory note, mortgage, deed of trust or any agreement signed by Defendant(s) that authorized the assessment, charge or collection of Attorney fee.

74. Give details of each separate attorney fee assessed from this account and for which each corresponding payment period or month such fee was assessed from the inception of this account to the present date.

75. Give details of each separate attorney fee collected from this account and for which each corresponding payment period or month such fee was collected from the inception of this account to the present date.

76. Give details of any adjustments in attorney fees assessed and on what date such adjustment was made and the reason for the adjustment.

77. Give details of any adjustments in attorney fees collected and on what date such adjustment was made and the reason for such adjustment .

78. Has interest been charged on any attorney fees assessed or charged to this account? State yes or no.

79. Is interest allowed to be assessed or charged on attorney fees charged or assessed to this account? State yes or no.

80. How much total in attorney fees have been assessed to this account from The time of inception to the present date?

81. How much total in attorney fees have been collected from this account form the date of inception to the present date?

82. How much total in attorney fees have been charged to this account from the inception to the present date?

83. Has there been any suspense or unapplied account transactions on this account from the inception of this account until the present date? State yes or no.

84. If yes , explain the reason for each and every suspense transaction that occurred on this account. If no, please skip the questions in this section dealing with suspense and unapplied accounts.

85. In a spreadsheet or in letter form in a columnar format, give details of each and every suspense or unapplied transaction, both debits and credits that has occurred on this account from the date of inception of this account to the present date.

86. Have you reported the collection of late fees on this account as interest In any statement to Defendant or to the IRS? State yes or no.

87. Has any previous servicers or sub-servicers of this mortgage reported the collection of late fees on this account as interest in any statement to Defendant(s) or to the IRS? State yes or no.

88. Do you consider the payment of late fees as liquidated damages to you for not receiving payment on time? State yes or no.

89. Are late fees considered an interest? State yes or no.

90. Give details of the expenses and damages that Credit Suisse First Boston incurred for any payment Defendant(s) made that was late.

91. Were any of these expenses or damages charged or assessed to this account in any other way? State yes or no.

92. If yes, describe what expenses or damages were charged or assessed to

this account.

93. Give details of the expenses you or others undertook due to any late payment Defendant(s) made.

94. Give details of the damages you or others undertook due to any late payment Defendant(s) made.

95. Give details of the provision , paragraph, section or sentence of any Note, Mortgage, deed of trust, or any agreement Defendant(s) signed that Authorized the assessment of collection of late fees.

96. Give details and list of each separate late fee assessed to this account and for which corresponding payment period or month such late fee was assessed from the date of inception of this account to the present date.

97. Give details and list of any adjustments in late fees assessed and on what date Such adjustment was made and the reason for such adjustment .

98. State whether any interest has been charged on any late fee assessed or charged to this account?

99. State whether any interest is allowed to be assessed or charged on late fees to this account?

100. State whether any late charges have been assessed to this account?

101. If yes, how much in total late charges have been assessed to this account From the inception of this account to present date?

102. Give details with the exact months or payment dates Credit Suisse First Boston or other previous servicers or sub-servicers of this account claim claim Defendant(s) have been late with a payment from the inception of this account to the present date.

103. State whether any late charges have been collected on this account from the Inception of this account to the present date?

104.If yes, how much in total late charges have been collected on this account From the inception of this account to present date?

105.State whether US Bank National Association as trustee has ever been assigned in blanks the mortgage and note after closing.

106.Pursuant to a pooling and servicing agreement has US Bank National Association as trustee been assigned all rights and title to subject mortgage and note and if so when did this event take place.

107.Has US Bank National Association as trustee been assigned all rights and title to subject mortgage and note , and if so when did this event take place.

108. State how much amount was paid for this individual mortgage account by US Bank National Association?

109. How did US Bank National Association become trustee for Credit Suisse First Boston?

110. If part of a mortgage pool, state the principal balance used by US Bank National Association to determine payment for this individual mortgage loan?

111. If part of a mortgage pool, state the percentage paid by US Bank National Association of the principal balance above used to determine purchase of this individual mortgage?

112. To whom did US Bank National Association issue a check or payment to for this mortgage loan?

113. Does US Bank National Association have a contract with MERS (Mortgage Electronic Registration Systems) for Mers Services and/or is US Bank National Association a "Mers Member"?

114. If so please provide a copy of the current contract, as well as all previous contracts.

115. Does or did Credit Suisse First Boston have a contract with MERS (Mortgage Electronic Registration Systems) for MERS Services and/or Is or was Credit Suisse First Boston a "MERS Member"?

116. If so please provide a copy of the current contract, as well as all previous contracts.

117. Is Credit Suisse First Boston the lender for this loan the subject of this Litigation?

118. Is MERS (Mortgage Electronic Registration Systmes) a separate corporation From Credit Suisse First Boston and Us Bank National Association?

119. If so, where is "MERS" incorporated?

120. In the mortgage for the loan the subject to this litigation, is MERS (Mortgage Electronic Registration Systems) acting solely as a nominee for lender and lenders successors and assigns? Answer yes or no.

121. If yes, is the lender Credit Suisse First Boston?

122. Who is the lender of record for this loan the subject of this lawsuit?

123. Is the mortgage and note, the subject of this litigation, subject to all controlling applicable federal, state , and local statutes , regulations , ordinances and administrative rules and orders.

124. Does MERS (Mortgage Electronic Recording Systems) hold legal title to the interests granted by the borrower in this mortgage , the subject of this litigation? Answer yes or no.

125. If yes , please explain how does MERS purports to do so?

126. Does the mortgage and note ,the subject of this litigation, secure to lender the repayment of the loan, and all renewals, extensions and modifications of the note, and the performance of borrower's covenants and agreements.

127 Are all payments of principal , interest, escrow items, prepayment charges, and late charges payable to lender (Credit Suisse First Boston) only. Answer yes or no.

128. If no , who else was to receive payments as described above, either as lender or a third party?

129. Are all rights to foreclose mortgage and note , the subject to this litigation, held by the Lender?

130 Who is the current loan servicer for this loan?

131. Please provide notice to defendant(s) as required by RESPA establishing this loan servicer.

132. Are there any prior loan servicers for this loan, either previous or post?

133. If so, please provide all notices of transfer to defendant(s) as required RESPA.

134. What rights does MERS (Mortgage Electronic Registration Service) have in the note, the subject of this litigation?

135. Does MERS (Mortgage Electronic Registration Service) have now or ever had any employees?

136. Who makes decisions on late payments on this loan , the subject of this litigation?

137. Are all rights to foreclose held by the lender? Answer yes or no.

138. if no, please explain.

138.Is there an assignment of the mortgage, the subject of this litigation? Answer yes or no.

139.If yes, please tell from whom and to whom. Please also attach a copy of same.

140 If yes, what date was it recorded in the Monmouth County Records?

141. Did MERS (Mortgage Electronic Registration Service) ever receive any payments on the underlying debt, the subject of this litigation?

142 Did MERS (Mortgage Electronic Registration Service) ever service this loan.?

143 Did MERS (Mortgage Electronic Registration Service) oversee payments, payment delinquencies, and loan administration in any way on the loan, the subject to this litigation?

144. At the time of this mortgage and note was MERS (Mortgage Electronic Registration Service) a corporation or business providing electronic tracking of ownership interest in residential real property security interests?

145 Was MERS (Mortgage Electronic Registration Service) developed by the real estate finance industry?

146. Was MERS (Mortgage Electronic Registration Service) designed to

facilitate the sale and resale of instruments in the secondary mortgage market?

147 Does MERS (Mortgage Electronic Registration Service) have any legal right (Federal, State or otherwise) to be noticed about any foreclosure proceeding regarding this mortgage and note?

148. Does MERS (Mortgage Electronic Registration Service) have any contractual right to be noticed about any foreclosure proceeding regarding this mortgage and note?

149. Does MERS (Mortgage Electronic Registration Service) assert that it holds the authority to exercise the rights of the lender?

150. Has MERS (Mortgage Electronic Registration Service)been designated to act On behalf of another, namely Credit Suisse First Boston?

151. At any time since the inception of this note , the subject of this litigation, has the note been assigned in blank or other wise to a mortgage backed security entity ("MBS") , a securitized mortgage investor pool, mortgage loan pool, special purpose vehicle ("SPV") , or property mortgage conduit ("REMIC")? Answer yes or no.

152 If yes , please supply copies of all such assignments.

153. If yes, please verify , in what county in NJ and on what date the assignments were recorded.

154. If yes, please provide copies of (1) the assignment of beneficial interest and (2) the designation of substitute trustee or beneficiary.

155. If yes, please state if you know if any of the assignees as itemized in question # 151 were members of MERS (Mortgage Electronic Registration Service) , known as "MERS Members" since the Inception of this mortgage and note? . Please answer yes or no.

156 If yes, please answer when they became members and if they are still members today.

157. Please identify any and all employees and officers of MERS (Mortgage Electronic Recording Systems) who have made any assignments or signed any papers , that are the subject to this litigation and/or part of the complaint.

158. If any , please state in what capacity and under what authority did they sign, and do they have personal knowledge regarding this loan transaction?

159 Is MERS (mortgage Electronic Recording Systems) the true lender of the funds for this loan? Answer yes or no.

160. Is MERS (Mortgage Electronic Recording Systems) the nominee of the true Lender of the funds for which the promissory note was executed?

161. Did MERS (Mortgage Electronic Recording System) at any time for the borrowers (defendant(s)) collect or distribute payments , pay escrow items, hold client funds on deposit, pay insurance for borrowers, or pay taxes?

162 Does or did MERS (Mortgage Electronic Recording System) have any right to collect money on the note, the subject of this litigation, or to receive any proceeds or value from any foreclosure?

163. Does the name "MERS" appear on any promissory note secured by this property , the subject of this litigation?

164 Do you have the original promissory note for this loan, the subject of this litigation? Answer yes or no.

165. If yes, please provide a copy of same.

166. Do you have the original mortgage for this loan, the subject to this litigation? Answer yes or no.

167 If yes, please provide copy of same.

168 Do you have the original general account and ledger sheets for this loan, the subject of this litigation. Answer yes or no.

169 If yes, please provide copy of same.

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

US BANK NATIONAL ASSOCIATION , AS TRUSTEE
FOR CREDIT SUISSE FIRST BOSTON ARMT 2005-12

Dated: _____ BY: _____

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

CREDIT SUISSE FIRST BOSTON

Dated: _____

BY: _____

SHIMBERG & FRIEL PC
ATTORNEYS AT LAW

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Philadelphia, PA 19103

° Member NJ, PA & NY Bars
* Member NJ & PA Bars

July 28, 2010

VIA CERTIFIED MAIL R.R.R.
NO. 70092820000065551615
AND 1ST CLASS MAIL
Paul Hauke
P.O. Box 3041
Point Pleasant, NJ 08742

Re: US Bank National Association, as Trustee for Credit Suisse First Boston ARMT 2005-12 v. Paul R. Hauke, et al.
Docket No. F-45183-09
Our File No. 1160

Dear Mr. Hauke:

Please find enclosed Plaintiff's Answers and Objections to Defendant's Interrogatories.

Please give me a call if you have any questions.

Very truly yours,

SHIMBERG & FRIEL. P.C.

By: Brandon G. Johnson
Brandon G. Johnson

BGJ/mm
Enclosure

cc: Vladimir Palma (w/enc. via 1st class mail)

exhibit "M"

SHIMBERG & FRIEL, P.C.
Attorneys at Law
BY: Brandon G. Johnson, Esquire
20 Brace Road, Suite 350
Cherry Hill, NJ 08034
(856) 857-0700
Attorneys for Plaintiff, U.S. Bank National Association, as Trustee for Credit Suisse First Boston ARMT 2005-12, as to the Counterclaim only

U.S. Bank National Association, as Trustee for Credit Suisse First Boston ARMT 2005-12 Plaintiff v. Paul R. Hauke; Mrs. Paul R. Hauke, his wife; Sophie Hauke, Defendants.	Superior Court of New Jersey, Chancery Division – Monmouth County Civil Action F-45183-09 **PLAINTIFF'S ANSWERS AND OBJECTIONS TO DEFENDANTS' INTERROGATORIES**

General Objections

The following General Objections apply to each discovery request regardless of whether the General Objections are expressly referred to in the specific objection or response to a particular interrogatory or document demand. The specific objections set forth following particular interrogatories are intended to amplify the General Objections and neither limit the applicability of any of the General Objections nor waive any objections that may, in addition to those set forth, be applicable to each discovery request.

1. Plaintiff objects to the interrogatories and/or document demands on the grounds that they are vague, overly broad, unduly burdensome, oppressive and not reasonably calculated to lead to the discovery of admissible evidence.

2. Plaintiff objects to the interrogatories and/or document demands to the extent that they seek information protected from disclosure by the attorney-client privilege, by the attorney work-product doctrine or by other privileges, doctrines, or rules.

3. Plaintiff objects to the interrogatories and/or document demands to the extent that they seek confidential, sensitive, or other information not required

by law to be disclosed and for which no authorization release for the information has been provided or obtained.

4. Plaintiff objects to the interrogatories and/or document demands to the extent that they seek to impose obligations upon defendants that are broader than those provided for under the applicable Rules of Court.

5. Plaintiff objects to any interrogatory and/or document demands, including those posed hypothetically, that improperly seek opinions, contentions, and/or interpretations of available source data and/or material prepared for litigation and/or conclusions as to legal or other inappropriate matters.

6. Plaintiff's answers to the interrogatories and/or document demands are made notwithstanding these General Objections and/or specific objections and are in no way a waiver of those objections. Plaintiff specifically reserves its right to challenge the competency, relevance, materiality and admissibility of such information in any subsequent proceeding or hearing, on any motion or at the trial in this or in any other action.

7. Plaintiff also objects to the interrogatories and/or document demands on the ground that they are premised on an incorrect recitation of facts and therefore lack proper foundation.

8. Plaintiff reserves the right to supplement its responses during the course of discovery up until and including the time of trial.

Specific Objections and Answers

1. Brandon G. Johnson, Esquire. Plaintiff reserves the right to supplement this response with the name of corporate representative(s) of Plaintiff.

2. No.

3. Objection. This interrogatory is unduly vague. Without waiver of said objection, see Plaintiff's response to Defendants' document demands.

4. Objection. Plaintiff objects to this interrogatory and/or document demands on the ground that it is vague, overly broad, unduly burdensome, oppressive and not reasonably calculated to lead to the discovery of admissible evidence. Without waiver of said objection, Plaintiff is the assignee of Credit Suisse First Boston Financial Corporation.

5. Objection. Plaintiff objects to this interrogatory and/or document demands on the ground that it is vague, overly broad, unduly burdensome,

oppressive and not reasonably calculated to lead to the discovery of admissible evidence.

6. Objection. Plaintiff objects to this interrogatory and/or document demands on the ground that it is vague, overly broad, unduly burdensome, oppressive and not reasonably calculated to lead to the discovery of admissible evidence.

7. Objection. Plaintiff objects to this interrogatory and/or document demands on the ground that it is vague, overly broad, unduly burdensome, oppressive and not reasonably calculated to lead to the discovery of admissible evidence. Without waiver of said objection, all documents which are relevant to the instant action and to which Plaintiff does not otherwise object to disclosure were supplied in Plaintiff's Response to Defendants' Demand for Documents.

8. Objection. Plaintiff objects to this interrogatory and/or document demands on the ground that it is vague, overly broad, unduly burdensome, oppressive and not reasonably calculated to lead to the discovery of admissible evidence. Without waiver of said objection, Plaintiff is the assignee of Credit Suisse First Boston Financial Corporation. Accordingly, Plaintiff is without sufficient knowledge or information to answer this interrogatory.

9. Objection. Plaintiff objects to this interrogatory and/or document demands on the ground that it is vague, overly broad, unduly burdensome, oppressive and not reasonably calculated to lead to the discovery of admissible evidence. Without waiver of said objection, Plaintiff is the assignee of Credit Suisse First Boston Financial Corporation. Accordingly, Plaintiff is without sufficient knowledge or information to answer this interrogatory.

10. Objection. Plaintiff objects to this interrogatory and/or document demands on the ground that it is vague, overly broad, unduly burdensome, oppressive and not reasonably calculated to lead to the discovery of admissible evidence. Without waiver of said objection, Plaintiff is the assignee of Credit Suisse First Boston Financial Corporation. Accordingly, Plaintiff is without sufficient knowledge or information to answer this interrogatory.

11. Objection. Plaintiff objects to this interrogatory and/or document demands on the ground that it is vague, overly broad, unduly burdensome, oppressive and not reasonably calculated to lead to the discovery of admissible evidence. Without waiver of said objection, Plaintiff is the assignee of Credit Suisse First Boston Financial Corporation.

12. Objection. Plaintiff objects to this interrogatory and/or document demands on the ground that it is vague, overly broad, unduly burdensome, oppressive and not reasonably calculated to lead to the discovery of admissible evidence.

13. Plaintiff has not yet determined what experts, if any, it will call as witnessed. Plaintiff reserves the right to supplement its response.

14. Not applicable. Plaintiff reserves the right to supplement its response.

15. Objection. Plaintiff objects to this interrogatory and/or document demands on the ground that it is vague, overly broad, unduly burdensome, oppressive and not reasonably calculated to lead to the discovery of admissible evidence.

16. Objection. Plaintiff objects to this interrogatory and/or document demands on the ground that it is vague, overly broad, unduly burdensome, oppressive and not reasonably calculated to lead to the discovery of admissible evidence.

17. Objection. Plaintiff objects to this interrogatory and/or document demands on the ground that it is vague, overly broad, unduly burdensome, oppressive and not reasonably calculated to lead to the discovery of admissible evidence. Without waiver of said objection, at this time Plaintiff is not aware of any information or responsive documents which have been lost or destroyed since the loan(s) were made. Plaintiff reserves the right to supplement this response should further information become available.

18. Objection. Plaintiff objects to this interrogatory and/or document demands on the ground that it is vague, overly broad, unduly burdensome, oppressive and not reasonably calculated to lead to the discovery of admissible evidence. Without waiver of said objection, Plaintiff is the assignee of Credit Suisse First Boston Financial Corporation.

19. Unknown. Plaintiff is the assignee of Credit Suisse First Boston Financial Corporation. Accordingly, Plaintiff is without sufficient knowledge or information to answer this interrogatory.

20. U.S. Bank National Association, as Trustee for Credit Suisse First Boston ARMT 2005-12, Paul R. Hauke, Mrs. Paul R. Hauke, his wife, Sophie Hauke. Plaintiff reserves the right to supplement this response should further information become available.

21. Objection. Plaintiff objects to this interrogatory and/or document demands on the ground that it is vague, overly broad, unduly burdensome, oppressive and not reasonably calculated to lead to the discovery of admissible evidence. Without waiver of said objection, Plaintiff is the assignee of Credit Suisse First Boston Financial Corporation. Accordingly, Plaintiff is without sufficient knowledge or information to answer this interrogatory.

22. Objection. Plaintiff objects to this interrogatory and/or document demands on the ground that it is vague, overly broad, unduly burdensome, oppressive and not reasonably calculated to lead to the discovery of admissible evidence.

23. Objection. Plaintiff objects to this interrogatory and/or document demands on the ground that it is vague, overly broad, unduly burdensome, oppressive and not reasonably calculated to lead to the discovery of admissible evidence.

24. Objection. Plaintiff objects to this interrogatory and/or document demands on the ground that it is vague, overly broad, unduly burdensome, oppressive and not reasonably calculated to lead to the discovery of admissible evidence.

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31. Objection. Plaintiff objects to this interrogatory and/or document demands on the ground that it is vague, overly broad, unduly burdensome, oppressive and not reasonably calculated to lead to the discovery of admissible evidence.

32. Objection. Plaintiff objects to this interrogatory and/or document demands on the ground that it is vague, overly broad, unduly burdensome, oppressive and not reasonably calculated to lead to the discovery of admissible evidence. Further, Plaintiff objects to this interrogatory to the extent that it seeks information protected from disclosure by the attorney-client privilege, by the attorney work-product doctrine or by other privileges, doctrines, or rules.

33. Objection. Plaintiff objects to this interrogatory and/or document demands on the ground that it is vague, overly broad, unduly burdensome, oppressive and not reasonably calculated to lead to the discovery of admissible evidence.

34. Objection. Plaintiff objects to this interrogatory and/or document demands on the ground that it is vague, overly broad, unduly burdensome, oppressive and not reasonably calculated to lead to the discovery of admissible evidence.

35. Objection. Plaintiff objects to this interrogatory and/or document demands on the ground that it is vague, overly broad, unduly burdensome, oppressive and not reasonably calculated to lead to the discovery of admissible evidence.

36. Objection. Plaintiff objects to this interrogatory and/or document demands on the ground that it is vague, overly broad, unduly burdensome, oppressive and not reasonably calculated to lead to the discovery of admissible evidence. Without waiver of said objection, Plaintiff is the assignee of Credit Suisse First Boston Financial Corporation. Accordingly, Plaintiff is without sufficient knowledge or information to answer this interrogatory.

37. Objection. Plaintiff objects to this interrogatory and/or document demands on the ground that it is vague, overly broad, unduly burdensome, oppressive and not reasonably calculated to lead to the discovery of admissible evidence. Without waiver of said objection, Plaintiff is the assignee of Credit Suisse First Boston Financial Corporation. Accordingly, Plaintiff is without sufficient knowledge or information to answer this interrogatory.

38. Objection. Plaintiff objects to this interrogatory and/or document demands on the ground that it is vague, overly broad, unduly burdensome, oppressive and not reasonably calculated to lead to the discovery of admissible evidence. Without waiver of said objection, Plaintiff is the assignee of Credit

Suisse First Boston Financial Corporation. Accordingly, Plaintiff is without sufficient knowledge or information to answer this interrogatory.

39. Objection. Plaintiff objects to this interrogatory and/or document demands on the ground that it is vague, overly broad, unduly burdensome, oppressive and not reasonably calculated to lead to the discovery of admissible evidence. Without waiver of said objection, please see Plaintiff's Response to Defendants' Demand for Documents. Plaintiff reserves the right to supplement this response should further information become available.

40. Objection. Plaintiff objects to this interrogatory and/or document demands on the ground that it is vague, overly broad, unduly burdensome, oppressive and not reasonably calculated to lead to the discovery of admissible evidence. Without waiver of said objection, please see Plaintiff's Response to Defendants' Demand for Documents. Plaintiff reserves the right to supplement this response should further information become available.

41. Objection. Plaintiff objects to this interrogatory and/or document demands on the ground that it is vague, overly broad, unduly burdensome, oppressive and not reasonably calculated to lead to the discovery of admissible evidence.

42. Objection. Plaintiff objects to this interrogatory and/or document demands on the ground that it is vague, overly broad, unduly burdensome, oppressive and not reasonably calculated to lead to the discovery of admissible evidence.

43. At this time Plaintiff is uncertain as to the answer to this interrogatory. Plaintiff reserves the right to supplement this response should further information become available.

44. Under New Jersey law, an assignment of a mortgage need not be recorded to be effective. N.J.S.A. 25:1-13(a), 29 New Jersey Practice, Law of Mortgages, §11.3 (Myron C. Weinstein) (2d. ed. 2001).

45. Objection. Plaintiff objects to this interrogatory on the ground that it is vague such that Plaintiff is incapable of forming a response.

46. Objection. Plaintiff objects to this interrogatory and/or document demands on the ground that it is vague, overly broad, unduly burdensome, oppressive and not reasonably calculated to lead to the discovery of admissible evidence.

47. Objection. Plaintiff objects to this interrogatory and/or document demands on the ground that it is vague, overly broad, unduly burdensome,

oppressive and not reasonably calculated to lead to the discovery of admissible evidence.

48. Objection. Plaintiff objects to this interrogatory and/or document demands on the ground that it is vague, overly broad, unduly burdensome, oppressive and not reasonably calculated to lead to the discovery of admissible evidence.

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oppressive and not reasonably calculated to lead to the discovery of admissible evidence.

57. Objection. Plaintiff objects to this interrogatory and/or document demands on the ground that it is vague, overly broad, unduly burdensome, oppressive and not reasonably calculated to lead to the discovery of admissible evidence.

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oppressive and not reasonably calculated to lead to the discovery of admissible evidence.

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67. Objection. Plaintiff objects to this interrogatory and/or document demands on the ground that it is vague, overly broad, unduly burdensome, oppressive and not reasonably calculated to lead to the discovery of admissible evidence.

68. Objection. Plaintiff objects to this interrogatory and/or document demands on the ground that it is vague, overly broad, unduly burdensome, oppressive and not reasonably calculated to lead to the discovery of admissible evidence. Without waiver of said objection, on information and belief, no attorneys' fees have been assessed on this account. If any attorneys' fees were assessed, they would be identified in the documents provided in Plaintiff's Response to Defendants' Demand for Documents. Plaintiff reserves the right to supplement this response should further information become available.

69. Not applicable. Plaintiff reserves the right to supplement this response should further information become available.

70. Objection. Plaintiff objects to this interrogatory and/or document demands on the ground that it is vague, overly broad, unduly burdensome, oppressive and not reasonably calculated to lead to the discovery of admissible evidence. Without waiver of said objection, on information and belief, no attorneys' fees have been assessed on this account. If any attorneys' fees were assessed, they would be identified in the documents provided in Plaintiff's Response to Defendants' Demand for Documents. Plaintiff reserves the right to supplement this response should further information become available.

71. Not applicable. Plaintiff reserves the right to supplement this response should further information become available.

72. Not applicable. Plaintiff reserves the right to supplement this response should further information become available.

73. Not applicable. Plaintiff reserves the right to supplement this response should further information become available.

74. Not applicable. Plaintiff reserves the right to supplement this response should further information become available.

75. Not applicable. Plaintiff reserves the right to supplement this response should further information become available.

76. Not applicable. Plaintiff reserves the right to supplement this response should further information become available.

77. Not applicable. Plaintiff reserves the right to supplement this response should further information become available.

78. Not applicable. Plaintiff reserves the right to supplement this response should further information become available.

79. Not applicable. Plaintiff reserves the right to supplement this response should further information become available.

80. Not applicable. Plaintiff reserves the right to supplement this response should further information become available.

81. Not applicable. Plaintiff reserves the right to supplement this response should further information become available.

82. Not applicable. Plaintiff reserves the right to supplement this response should further information become available.

83. Please see Plaintiff's Response to Defendants' Demand for Documents.

84. The reason for any suspense transaction, if any, would be explained or apparent from entries on the documents provided in Plaintiff's Response to Defendants' Demand for Documents. Plaintiff reserves the right to supplement this response should further information become available.

85. The reason for any suspense transaction, if any, would be explained or apparent from entries on the documents provided in Plaintiff's Response to Defendants' Demand for Documents. Plaintiff reserves the right to supplement this response should further information become available.

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90. Objection. Plaintiff objects to this interrogatory and/or document demands on the ground that it is vague, overly broad, unduly burdensome, oppressive and not reasonably calculated to lead to the discovery of admissible evidence.

91. Any and all charges to the account are identified in the documents provided in Plaintiff's Response to Defendants' Demand for Documents. Plaintiff reserves the right to supplement this response should further information become available.

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95. Objection. Plaintiff objects to this interrogatory and/or document demands on the ground that it is vague, overly broad, unduly burdensome, oppressive and not reasonably calculated to lead to the discovery of admissible evidence. Without waiver of said objection, any such provisions would include, but are not necessarily limited to, the provisions contained in the documents provided in Plaintiff's Response to Defendants' Demand for Documents. Plaintiff reserves the right to supplement this response should further information become available.

96. Objection. Plaintiff objects to this interrogatory and/or document demands on the ground that it is vague, overly broad, unduly burdensome,

oppressive and not reasonably calculated to lead to the discovery of admissible evidence. Without waiver of said objection, any and all charges to the account are identified in the documents provided in Plaintiff's Response to Defendants' Demand for Documents. Plaintiff reserves the right to supplement this response should further information become available.

97. Objection. Plaintiff objects to this interrogatory and/or document demands on the ground that it is vague, overly broad, unduly burdensome, oppressive and not reasonably calculated to lead to the discovery of admissible evidence. Without waiver of said objection, any and all charges to the account are identified in the documents provided in Plaintiff's Response to Defendants' Demand for Documents. Plaintiff reserves the right to supplement this response should further information become available.

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99. Objection. Plaintiff objects to this interrogatory and/or document demands on the ground that it is vague, overly broad, unduly burdensome, oppressive and not reasonably calculated to lead to the discovery of admissible evidence. Further, this interrogatory calls for a conclusion of law.

100. Any and all charges to the account are identified in the documents provided in Plaintiff's Response to Defendants' Demand for Documents. Plaintiff reserves the right to supplement this response should further information become available.

101. Any and all charges to the account are identified in the documents provided in Plaintiff's Response to Defendants' Demand for Documents. Plaintiff reserves the right to supplement this response should further information become available.

102. Any and all charges to the account are identified in the documents provided in Plaintiff's Response to Defendants' Demand for Documents. Plaintiff reserves the right to supplement this response should further information become available.

103. Any and all charges and credits to the account are identified in the documents provided in Plaintiff's Response to Defendants' Demand for Documents. Plaintiff reserves the right to supplement this response should further information become available.

104. Any and all charges and credits to the account are identified in the documents provided in Plaintiff's Response to Defendants' Demand for

Documents. Plaintiff reserves the right to supplement this response should further information become available.

105. Objection. Plaintiff objects to this interrogatory and/or document demands on the ground that it is vague, overly broad, unduly burdensome, oppressive and not reasonably calculated to lead to the discovery of admissible evidence.

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116. Objection. Plaintiff objects to this interrogatory and/or document demands on the ground that it is vague, overly broad, unduly burdensome, oppressive and not reasonably calculated to lead to the discovery of admissible evidence.

117. Objection. Plaintiff objects to this interrogatory and/or document demands on the ground that it is vague, overly broad, unduly burdensome, oppressive and not reasonably calculated to lead to the discovery of admissible evidence. Further, this interrogatory is incomprehensible as written. Without waiver of said objection, please see Plaintiff's Response to Defendants' Demand for Documents.

118. Objection. Plaintiff objects to this interrogatory and/or document demands on the ground that it is vague, overly broad, unduly burdensome, oppressive and not reasonably calculated to lead to the discovery of admissible evidence.

119. Objection. Plaintiff objects to this interrogatory and/or document demands on the ground that it is vague, overly broad, unduly burdensome, oppressive and not reasonably calculated to lead to the discovery of admissible evidence.

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123. Objection. Plaintiff objects to this interrogatory and/or document demands on the ground that it is vague, overly broad, unduly burdensome, oppressive and not reasonably calculated to lead to the discovery of admissible evidence. Further, this interrogatory calls for a conclusion of law.

124. Objection. Plaintiff objects to this interrogatory and/or document demands on the ground that it is vague, overly broad, unduly burdensome,

oppressive and not reasonably calculated to lead to the discovery of admissible evidence. Further, this interrogatory calls for a conclusion of law.

125. Objection. Plaintiff objects to this interrogatory and/or document demands on the ground that it is vague, overly broad, unduly burdensome, oppressive and not reasonably calculated to lead to the discovery of admissible evidence. Further, this interrogatory calls for a conclusion of law.

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138.[sic – there are two #138s] Yes. The mortgage which is the subject of this litigation has been assigned.

139. The mortgage was assigned to U.S. Bank National Association, as Trustee for Credit Suisse First Boston ARMT 2005-12, on August 21, 2009. A copy of the assignment is attached to Plaintiff's Motion to Dismiss as Exhibit "E"

140. Objection. Plaintiff objects to this interrogatory and/or document demands on the ground that it is vague, overly broad, unduly burdensome, oppressive and not reasonably calculated to lead to the discovery of admissible evidence.

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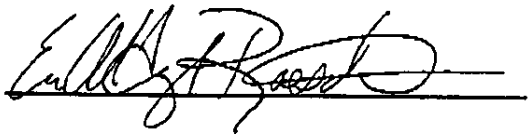
CERTIFICATION

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

Wells Fargo Bank, N.A. as servicer for Plaintiff



July 27, 2010
Date

PHELAN HALLINAN SCHMIEG

Representing Lenders in Pennsylvania and New Jersey

PHELAN HALLINAN & SCHMIEG, PC
400 Fellowship Road, Suite 100
Mount Laurel, NJ 08054
856-813-5500
Fax: 856-813-5501
Kathryn.Shabel@fedphe.com

Kathryn Gilbertson Shabel, Esquire
Ext. 7559

May 28, 2010

Paul R. Hauke, Pro Se
P.O. Box 3041
Point Pleasant, NJ 08742

RE: US BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR CREDIT SUISSE FIRST BOSTON ARMT 2005-12 vs. PAUL R. HAUKE, et al.
Docket Number: F- 45183-09
Our File No.: ASC-10674
Property: 608 PINE STREET, ASBURY PARK, NEW JERSEY 07712-6451

Dear Mr. Hauke:

Enclosed please find Plaintiff's request for production of documents in regards to the above referenced matter.

Thank you for your courtesies in this matter. Should you have any further questions or concerns, please do not hesitate to contact our office.

Very truly yours,
Kathryn Gilbertson Shabel
Kathryn Gilbertson Shabel, Esquire
KGS/ krm
enclosures

exhibit "N"

ASC-10674
PHELAN HALLINAN & SCHMIEG, PC
By: Kathryn Gilbertson Shabel, Esquire
400 Fellowship Road, Suite 100
Mount Laurel, NJ 08054
(856) 813-5500
Attorneys for Plaintiff

US BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR CREDIT SUISSE FIRST BOSTON ARMT 2005-12 PLAINTIFF, VS. PAUL R. HAUKE, ET AL. DEFENDANT(S)	SUPERIOR COURT OF NEW JERSEY CHANCERY DIVISION MONMOUTH COUNTY DOCKET NO: F-45183-09 **CIVIL ACTION** PLAINTIFF'S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS

TO: Paul R. Hauke, Pro Se
P.O. Box 3041
Point Pleasant, NJ 08742

You are hereby requested to produce the following documents for inspection at Phelan Hallinan & Schmieg, PC attorneys for Plaintiff, CITIMORTGAGE, INC., within the time provided by the Rules of Court. You may forward copies in lieu of appearing.

INSTRUCTIONS

1. Pursuant to R. 4:17-4, you are to furnish all information available to you and to your agents, employees and attorneys in answering the following Interrogatories and to serve your answers within sixty (60) days from the date of service of the Interrogatories.

2. If the information requested is not known or reasonably available in the precise form and scope requested, or for the particular date or period specified, but can be supplied partially, in a modified form or for a different but relevant date or period, set forth the best information

available together with a statement of the reasons that the answer is not completely responsive to the interrogatory together with the identity of any documents or sources from which more complete information is obtainable.

3. Whenever an interrogatory calls for information with respect to "each" one of a particular type of occurrence, communication or other matter of which more than one exists, identify separately, and in chronological order, each instance of the occurrences, communications or other matters referred to, and proved for each such instance all of the information called for immediately following such identification.

4. To the extent that you believe that any of the interrogatories call for information contained in documents or communications subject to a claimed privilege, answer so much of such interrogatory or interrogatories, and each part thereof, as does not request, in you view, allegedly privileged information, and identify each such document and communication and set forth the basis for your claim of privilege with respect to the information which you refuse to furnish.

5. To the extent that you believe that any of the interrogatories is objectionable, answer so much of each such interrogatory and each part thereof as is not, in your view, objectionable, and separately state so much of that part of each interrogatory as to which you raise objection and each ground for each such objection.

6. When referring to a fact or conclusion give all of the circumstances upon which the fact or conclusion is based or which touch upon the same.

7. In responding to each interrogatory, identify the person(s) consulted in preparing the particular response, and, if different, the person(s) most familiar with the facts concerned.

8. Pursuant to R. 4:17-4, you are required to supplement your responses to these

interrogatories.

9. Where "full factual basis" is requested, please set forth the following:

(a) All facts known that support the allegations;

(b) The names and addresses of all persons with knowledge of those facts;

(c) A description by date, author and location of every document in any way involved in the factual basis for such allegations;

(d) Where the factual basis involved conversation or conversations, set forth the names and addresses of each person participating in the conversations, the date, time and place of each such conversation, and set forth the words spoken by each party or, if the words are not known with precision, set forth a summary of what was said by each party.

DEFINITIONS

A. The word "**document**" or "**documents**" refer to any printed, written, taped, recorded, graphic, computerized printout, or other tangible matter, from whatever source, however produced or reproduced, whether in draft or otherwise, whether sent or received, or neither, including, but not limited to, the original, a copy (if the original is not available) and all non-identical copies (whether different from the original because of notes made on or attached to such copy or otherwise) of any and all writings, correspondence, letters, telegrams, cables, contacts, proposals, agreements, minutes, notices, requisitions, memoranda, analyses, projections, work papers, books, papers, records, reports, diaries, charts, transcripts, ledgers, registers, worksheets, summaries, digests, financial statements, and all other information or date, records or compilations, including all underlying supporting or preparatory material now in your possession, custody or control, or available to you, your counsel, accounts, agents, representatives or associates. "Document" or "documents" specifically includes documentation kept by individuals

in their desks, at home or elsewhere.

B. When asked to "identify" or "for this identity" of any natural person, set forth (i) the full name and present or last known business or residence address of such person; (ii) his or her present or last known business affiliate; (iii) his or her present telephone number, with the area code prefix; and (iv) his or her position and business affiliation, including a description of his or her duties or responsibilities at the time of or during the period in question.

C. When asked to "identify" or "for the identity" of any entity other than a natural person, set forth its (i) full name or title; (ii) address, telephone number with the area code prefix; (iii) date and jurisdiction under the laws of which it was organized or incorporated, or in the case of any entity other than a corporation, state the type of organization, the names of its members, and the date and place of its organization; and (iv) the identity of all persons who acted or who authorized another to act on its behalf in connection with the matters referred to.

D. When asked to "identify" or "for the identity" of a document, you are required to furnish a copy of each such document in lieu of identifying the same. When furnishing a copy of a document, specify the interrogatory being answered in this manner, and identify the document so supplied to show the interrogatory to which the document relates. If a copy of a particular document is not available, then set forth (i) its date and general type of category (i.e., letter, contract, memoranda); (ii) the identity of its author and each person who aided or assisted in its preparation, including persons who contributed information contained in or submitted for use in this document; (iii) the identity of each addressee and other distributee to whom the document was directed or distributed and by whom it was received, read or both; (iv) the identity of its last known location or custodian; (v) the reason or reasons for the inability to locate such document and the circumstances of its unavailability;* (vi) if the document is no longer in your possession

or control and the circumstances of its disposition are known, set forth the date and circumstances of the disposition thereof, as well as the identity of the person or entity to whom custody or possession was given and (vii) its subject matter and substance.**

E. When asked to "identify" or " for the identity" of an oral communication, set forth (i) the date and place thereof, or in the case of a telephone conversation, so indicate, then state the places at which the parties thereto were located at the time thereof; (ii) the identity of each person participating in or who was present during or otherwise heard such communication; (iii) the complete substance of each statement attributed to each person participating therein in the sequence of such statements or, to the extent the foregoing particulars are not known or subject to reasonable ascertainment, the subject matter of such communication and as many of the requested particulars that are known or ascertainable; and (iv) identify, in accordance with the prior requirements hereof, all documents which may have been prepared on the basis of, as a consequence of, or which contain information relative to the specific details, subject matter or substance thereof.

* If the document is one of a series of two or more pages contained in a book, pamphlet, binder or folder or, in the case of magnetic tape, microfilm, printouts, etc., is contained in a portion thereof, include in your identification of such document any available numerical reference (or another available description aid) to the particular pages and lines or other portion thereof at which the information referred to in said interrogatory or in your answer thereto appears.

** The subject matter and substance of any document of which a legible copy or other reproduction is annexed to the answers to these interrogatories need not be satisfied.

F. When asked to "describe" or for the "description" or any act, occurrence, occasion, conference, discussion, instance or event, set forth (i) the date, time and place thereof, (ii) the identity o each person who participated therein or was a witness thereto; (iii) in chronological sequence, the actions, statements, utterances and course of conduct of each such person thereat together with anything

else that transpired thereat; and (iv) the identification of each communication or document which refe thereto or which was prepared during the course thereof or as a result thereof.

G. The term "communication" or "communicate" includes or requests the information relating all oral communications and "documents" (as hereinabove defined), whether or not any such documen or the information contained therein, was transmitted by this author to any other person.

H. "You" or "your" means plaintiff/defendant.

I. The terms "person" or "persons" means a natural person, firm, proprietorship, association, partnership, corporation or any other type of organization or entity.

DOCUMENTS

1. Any and all documents evidencing payments on the subject mortgage loan, from the inception to the present, including, but not limited to cancelled checks and bank statements;
2. Any and all documents from the closing of the subject mortgage loan;
3. All correspondence sent by the Defendant to the lender.

PHELAN HALLINAN & SCHMIEG, PC
By:
Kathryn Gilbertson Shabel, Esquire

Date: May 28, 2010

June 24, 2010

PO Box 3041
Point Pleasant, NJ -8742

RE: F-45183-09
608 Pine St
Asbury Park, NJ 07712

Kathryn Gilbertson Shabel
Phelan Hallinan & Schmieg
400 Fellowship Rd
Suite 100
Mount Laurel, NJ 08054

As per your request for documents dated May 28, 2010 , please note the following response.

1.) I have no documents evidencing payments to CITIMORTGAGE INC.

2.) I have no documents and have not closed a loan with CITIMORTGAGE INC.

3.) I have never sent any correspondence to CITIMORTGAGE INC.

Thank you.

Paul R Hauke, Pro Se Defendant

Certified mail # 7005 1820 0005 5938 2227

Exhibit "O"

June 24, 2010

PO Box 3041
Point Pleasant, NJ -87

RE: F-45183-09
608 Pine St
Asbury Park, NJ 0

7005 1820 0005 5938 2227

U.S. Postal Service
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Pro
For delivery information visit our website at www.usps.c
MOUNT LAUREL NJ 08054

Postage	$ $0.44	0394
Certified Fee	$2.80	07
Return Receipt Fee (Endorsement Required)	$2.30	JUN 25 Postm
Restricted Delivery Fee (Endorsement Required)	$0.00	
Total Postage & Fees	$ $5.54	06/25/2010

Sent To Phelan Hallinan + Schmieg
Street, Apt No; or PO Box No 400 Fellowship Rd St
City, State, ZIP+4 Mount Laurel NJ 080
PS Form 3800, June 2002

Kathryn Gilbertson Shabel
Phelan Hallinan & Schmieg
400 Fellowship Rd
Suite 100
Mount Laurel, NJ 08054

As per your request for documents dated May 28, 2010 , pleas

1.) I have no documents evidencing payments to CITIMO

2.) I have no documents and have not closed a loan with

3.) I have never sent any correspondence to CITIMORTGAGE INC.

Thank you.

Paul R Hauke, Pro Se Defendant

Certified mail # 7005 1820 0005

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Phelan Hallinan + Schmieg
400 Fellowship Rd
Suite 100
Mount Laurel NJ
08054

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X D. Shutts

B. Received by (Printed Name) DALE SHUTTS C. Dat 6-2

D Is delivery address different from item 1? If YES, enter delivery address below

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for
☐ Insured Mail ☐ C.O.D.

4 Restricted Delivery? (Extra Fee)

2. Article Number (Transfer from service label) 7005 1820 0005 5938 2227

PS Form 3811, February 2004 Domestic Return Receipt 102

PHELAN HALLINAN & SCHMIEG, PC
Suite 100
400 Fellowship Road
Mt. Laurel, NJ 08054
856-813-5500
Fax: 856-813-5501

Rosemarie Diamond, Esquire
Managing Partner for New Jersey

Representing Lenders in
Pennsylvania and New Jersey

Date: September 2, 2010

PAUL R. HAUKE
608 PINE STREET
ASBURY PARK, NJ 07712-6451

PAUL R HAUKE
P.O BOX 3041
POINT PLEASANT, NJ 08742

PAUL R. HAUKE
1618 BLUE HERON COURT
POINT PLEASANT, NJ 08742

PAUL R. HAUKE
145 SOUTH STREET
FREEHOLD, NJ 07728

RE: **NOTICE PURSUANT TO SECTION 6 OF THE FAIR FORECLOSURE ACT**
US BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR CREDIT SUISSE FIRST BOSTON ARMT 2005-12 vs PAUL R. HAUKE, et al.
Docket No. F-45183-09
Mortgaged Premises: 608 PINE STREET, ASBURY PARK, NEW JERSEY 07712-6451
Our File No. ASC-10674

You are hereby notified that US BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR CREDIT SUISSE FIRST BOSTON ARMT 2005-12, the Plaintiff in the above captioned matter, is now ready to submit its proof to the Superior Court Foreclosure Unit for entry of a Final Judgment of Foreclosure, relating to the within matter.

You have ten (10) days after receipt of this Notice to notify this office of any reasonable likelihood that you wi be able to provide payment necessary to cure the default within forty-five (45) days of the date of this Notice. The Notice must be sent by registered or certified mail, return receipt requested, to the following address:

PHELAN HALLINAN & SCHMIEG
(PHONE) 856-813-5500 (FAX) 856-813-5501
ATTN: REINSTATEMENT AND PAYOFF DEPARTMENT
400 Fellowship Road, Suite 100, Mt. Laurel, NJ 08054

exhibit "P"

Any requests regarding the amount necessary to cure the default can be directed to the above address and/or telephone number. In the event that you fail to notify this office within ten (10) days and tender sufficient sums to reinstate the mortgage within forty-five (45) days hereof, please note that a Final Judgment will be entered

and the mortgaged premises ultimately will be listed for Sheriff's Sale and you will lose your right to cure the default.

The name and address of the lender are:

US BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR CREDIT SUISSE FIRST BOSTON ARMT 2005-12
C/o AMERICAS SERVICING COMPANY
3476 STATEVIEW BLVD.
MAIL STOP X7801-02T
FORT MILL, SC 29715

This is an attempt to collect a debt and any information obtained will be used for that purpose.

Very truly yours,
PHELAN HALLINAN & SCHMIEG

Rosemarie Diamond

Rosemarie Diamond

via Certified Mail, return receipt requested and regular mail

PO Box 3041
Point Pleasant, NJ 08742

Sept. 9, 2010

Rosemarie Diamond
Reinstatement and Payoff Department
Phelan Hallinan Schmieg PC
400 Fellowship Rd
Suite 100
Mount Laurel, NJ 08054
Certified mail 7007 1490 0002 7956 1095

Anne E Walters
Shimberg & Friel
20 Brace Rd
Suite 350
Cherry Hill, NJ 08034
Certified mail # 7007 1490 0002 7956 1088

I am In receipt of your letter (Phelan et al) of Sept. 9, 2010; NOTICE PURSUANT TO SECTION6 OF THE FAIR FORECLOSURE ACT

This letter is to inform you that as per NJSA 2A:50-58(a)(1) please note the following:

I, as debtor and in good faith certify as true that there is a reasonable likelihood that I will be able to provide payment necessary to cure the default within forty five (45) days of the date of this (your) notice.

Additionally, I would like to address the following.

1.) I have responded to the two above law firms, although I have received the "NOTICE" only from Phelan, Hallinan & Schmieg.
2.) Phelan , Hallinan & Schmieg never showed up on the "hearing" date of August 17, 2010. Only Anne E Walters from a Shimberg & Friel showed up . Since Shimberg & Friel was only representing the Plaintiff "as to the counterclaim only" both I and the Judge were looking for Phelan , Hallinan & Schmieg representation. Anne E Walters stated that she was there to represent the Plaintiff on all issues and believed there was a "letter" addressing that issue. I objected to proceeding since I never received any "letter" and no substitution of attorney was ever done. The judge proceeded anyway. Now I get the "NOTICE" from Phelan, Hallinan , & Schmieg. The question is who is representing the Plaintiff in this action???? I need to know so I

exhibit "Q"

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Rosemarie Diamond - Reinstatement + Payoff Dept Phelan Hallinan Schmieg. 400 Fellowship Rd Suite 100 Mount Laurel NJ 08054

COMPLETE THIS SECTION ON DELIVERY

A Signature X [signature] ☑ Agent ☐ Addressee

B Received by (Printed Name) Lynn Nichols

C Date of Delivery 9-13-10

D Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below ☑ No

3 Service Type ☑ Certified Mail ☐ Express Mail ☐ Registered ☐ Return Receipt for Merchandise ☐ Insured Mail ☐ C.O.D

4. Restricted Delivery? (Extra Fee) ☐ Yes

2 Article Number (Transfer from service label) 7007 1490 0002 7956 1095

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

7007

Sent To Rosemarie Diamond Reinstatement + Payoff Dept. Phelan Hallinan Schm

Street, Apt No or PO Box No

City, State, ZIP+4 400 Fellowship Rd St 100 Mt Laurel NJ

PS Form 3800, August 2006 See Reverse for Instructio

Rosemarie Diamond
Reinstatement and Payoff Dep
Phelan Hallinan Schmieg PC
400 Fellowship Rd
Suite 100
Mount Laurel, NJ 08054
Certified mail 7007 1490 000

Anne E Walters
Shimberg & Friel
20 Brace Rd
Suite 350
Cherry Hill, NJ 08034
Certified mail # 7007 1490 0002 7956 1088

I am In receipt of your letter (Phelan et al) of Sept 9 2010
FAIR FORECLOSURE ACT

This letter is to inform you that

I, as debtor and in good faith cer
provide payment necessary to cu
notice.

Additionally, I would like to addre

1.) I have responded to the t
from Phelan, Hallinan & Sc
2.) Phelan , Hallinan & Schmie
Anne E Walters from a Shi
representing the Plaintiff "
for Phelan , Hallinan & Schr
represent the Plaintiff on al
objected to proceeding sinc ... of attorney was
ever done. The judge proce ... Now I get the "NOTICE" from Phelan, Hallinan , &
Schmieg. The question is who is representing the Plaintiff in this action???? I need to know so I

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3 Also complete item 4 if Restricted Delivery is desired
- Print your name and address on the reverse so that we can return the card to you
- Attach this card to the back of the mailpiece, or on the front if space permits

1 Article Addressed to

Anne E Walters Shimberg + Friel 20 Brace Rd Suite 350 Cherry Hill NJ 08034

COMPLETE THIS SECTION ON DELIVERY

A Signature X [signature] ☐ Agent ☐ Addressee

B Received by (Printed Name)

C. Date of Delivery 9/14/10

D Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below. ☐ No

3 Service Type ☑ Certified Mail ☐ Express Mail ☐ Registered ☐ Return Receipt for Merchan ☐ Insured Mail ☐ C.O.D

4 Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7007 1490 0002 7956 1088

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-

Lom

[redacted] Please provide this information.

3.) Also I noticed on the "NOTICE" letter that a copy was sent to 608 Pine St. , Asbur y Park, NJ. I went and got that letter also. That letter sent to Asbury Park, NJ has the same "NOTICE" letter that I received, HOWEVER IT ALSO HAS A SECOND LETTER THAT IS NOT IN ANY LETTER SENT TO MY POINT PLEASANT, NJ ADDRESS. The letter is addressed to myself at the 608 Pine St.,Asbury Park,NJ address and also sent to Sophie Hauke at a Brick , NJ address.
Your mystery letter dated also September 2, 2010 states that on March 9, 2010 an "order for entry of default/request and certification of defaut" was filed "allowing this office to proceed with the entry of final judgement" .
My questions are as follows:

a.) Why would you send this in the letter to 608 Pine St., Asbury Park and not include it in any other letters?
b.) Why would you file this knowing that an answer, defenses and counterclaim was filed, knowing that a case management hearing was held that your office attended, knowing that interrogatories were filed (and not answered), knowing that a hearing date was scheduled for August 17, 2010 (which your office did not attend),and that an order was put on the record on August, 17, 2010, 18, 19, 25, 2010? Also why is this the first time I'm being made aware of this?
c.) Why would you send this to Sophie Hauke, when you should know that Judge Cavanagh on August 17, 2010 put on the record that no judgement will issue against Sophie Hauke/Harcar as she was named in the suit only because of a possible child support claim against Paul Hauke. Anne E Walters was there and agreed with the Judge. By the way also on the record is that there is no outstanding child support (and there never was) against Paul Hauke.

Please make note of this letter and answer the preceeding questions.

Additionally, please make immediate corrections to the March 9, 2010 erroneous filing.

Also, please read the court proceedings of August 17, 2010 and you will see the findings of Judge Cavanagh regarding Sophie Hauke/Harcar. Please adjust your records to reflect this.

Thank You

Paul R Hauke

SHIMBERG & FRIEL PC
ATTORNEYS AT LAW

Charles Shimberg°
Kathleen D. Friel*
Anne E. Walters*
Nancy A. Nolan*
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Mellon Bank Cen
1735 Market Street, Suite 6
Philadelphia, PA 191

° Member NJ, PA & NY Ba
* Member NJ & PA Ba

September 15, 2010

VIA 1ST CLASS MAIL & CERTIFIED MAIL
NO. 70100780000232665492, R.R.R.
Paul Hauke
P.O Box 3041
Point Pleasant, NJ 08742

Re: US Bank National Association, as Trustee for Credit Suisse First Boston ARMT 2005-12 v. Paul R. Hauke, et al.
Docket No. F-45183-09
Our File No. 1160

Dear Mr. Hauke

Thank you for your correspondence of September 9, 2010. My firm's role in this matter was to handle the Contesting Answer and Counterclaim, which was addressed during the trial

Accordingly, any correspondence in the future dealing with debt and/or its repayment can be addressed solely to Phelan Hallinan & Schmieg, PC

Very truly yours,

SHIMBERG & FRIEL, P.C.

By: Anne E Walters /s/
Anne E. Walters

AEW/ss

cc: Rosemarie Diamond, Esquire

exh. 4.1
"R"

PO Box 3041
Point Pleasant, NJ 08742
Oct. 11, 2012
732-930-5034

RE: F 009564-12

RE: F 45183-09

Superior Court Clerk's Office
Foreclosure Processing Services
Attention: Objection to Notice of Intention to Foreclose
PO Box 971
Trenton, NJ 08625
Certified Mail #7012-0470-0001-2487-5569

RECEIVED
OCT 15 2012
SUPERIOR COURT
CLERK'S OFFICE

Mark Melodia,Esq
Reed Smith LLP
Princeton Forrestal Village
136 Main St
Princeton, NJ 08540
Certified Mail # 7012-0470-0001-2487-5576

Honorable Judge McVeigh
Superior Court of New Jersey
Passaic County Courthouse
Chambers 100
71 Hamilton St.
Patterson,NJ 07505
Certified Mail # 7012-0470-0001-2487-5583

Hello,

Enclosed please find my letter and exhibits requesting that the court deny the application of Wells Fargo Bank N.A. to issue Corrected Notice(s) of Intent to Foreclose . Docket F 009564-12, and objection to the served corrected NOI, Docket F 45183-09.

I am also requesting, with specificity, in my letter and exhibits , and for good cause shown that the Foreclosure action(s) as described above against me individually be dismissed without prejudice.

Also on this date I caused an original of this letter and exhibits and objection

to the corrected NOI to be sent by certified mail to the Superior Court Clerk's Office, and a copy sent certified mail to Mark Melodia Esq., and copy sent certified mail to the Honorable Judge Mc Veigh at the addresses as set forth above.

Dated: Oct. 11 , 2012

Sincerely,

Paul Hauke
Pro Se Defendant

PO Box 3041
Point Pleasant, NJ 08742
Oct. 11, 2012
732-930-5034

RE: F 45183-09

Superior Court Clerk's Office
Foreclosure Processing Services
Attention: Objection to Notice of Intention to Foreclose
PO Box 971
Trenton, NJ 08625
Certified Mail #7012-0470-0001-2487-5569

Mark Melodia,Esq.
Reed Smith LLP
Princeton Forrestal Village
136 Main St
Princeton, NJ 08540
Certified Mail # 7012-0470-0001-2487-5576

Honorable Judge McVeigh
Superior Court of New Jersey
Passaic County Courthouse
Chambers 100
71 Hamilton St.
Patterson,NJ 07505
Certified Mail # 7012-0470-0001-2487-5583

Hello,

This letter is my objection to the served corrected NOI , Docket # F 45183-09.

As per this objection I wish to incorporate and make part of this letter,

my letter and exhibits, attached, requesting that that the court deny the application

of Wells Fargo N.A to issue corrected Notice(s) of Intent to Foreclose. Docket

F 009564-12 and with specificity and for good cause shown that the Foreclosure

action(s) against me be dismissed without prejudice, Docket # F 45183-09.

Sincerely,

Paul Hauke
Pro Se Defendant