FILED Oct 15, 2012

PO Box 3041
Point Pleasant, NJ 08742
732-930-5034

Sept. 21, 2012

RE: ***Docket # F-009564-12***
In re Application by Wells Fargo Bank, N. A. to Issue Corrected Notices of Intent to Foreclose on Behalf of Identified Foreclosure Plaintiffs in Uncontested Cases

Superior Court Clerk's Office
Foreclosure Processing Services
Attention: Objection to Notice of Intention to Foreclose
~~PO Box 971~~ PO Box 971 [redacted]
Trenton, NJ 08625

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

Honorable Judge McVeigh
Superior Court of New Jersey
Passaic County Courthouse
Chambers 100
71 Hamilton St.
Patterson, NJ 07505

Hello,

I respectfully request that you accept this letter and exhibits in lieu of a formal submission on my behalf. I do respectfully request that this court deny the application of Wells Fargo Bank N.A. to Issue Corrected Notices of Intent to Foreclose on Behalf of identified Foreclosure Plaintiffs in Uncontested Cases I am filing this written objection and setting forth with specificity the basis for my objection.

I understand that Wells Fargo application is being made by the Order to Show Cause dated July 19,2012 and in *alleged* compliance with the Supreme Court's

Opinion in *U.S. Bank N.A v Guillaume*

The facts in my particular case, in compliance with the Supreme Court's Opinion in *U.S. Bank v Guillaume,* do favor a dismissal without prejudice

It is clear and indisputable , by Plaintiff's own admission, the Ruling in *U.S. Bank N.A v Guillaume* , and proofs supplied in this letter that Plaintiff did not comply with mandate of N J.S A. 2A·50-56 (c) (11). The Supreme Court in *U.S. Bank v Guillaume* held that in the wake of *Bank of New York v Laks, supra, 422 N.J super 201* , (App. Div. 2011), holding that the only remedy available to a trial court for a violation of N.J.S.A. 2A:50-56(c) (11) is dismissal without prejudice, there is a conflict in case law with respect to the remedy for a violation of of N.J.S.A. 2A:50-56(c)(11). It held that dismissal without prejudice is not the exclusive remedy for the service of a notice of intention that does not satisfy N.J.S.A 2A:50-56(c)(11). It also held that a trial court adjudicating a foreclosure complaint in which the notice of intention does not comply with N.J.S.A. 2A:50-56 (c)(11) *may dismiss the action without prejudice,* order the service of a corrected notice , or impose another remedy appropriate to the circumstances of the case.

In this case *dismissal of the action without prejudice* is the proper remedy for the following reasons. As per *U.S. Bank v Guillaume* it was held that in deciding on an appropriate remedy the trial court should consider the impact of the defect upon the homeowner 's information about the loans status and on the opportunity to cure the default. As I have continually been unable to get from America's Servicing Co. (ASC) , which I now know is the servicing arm of Wells Fargo Bank, information about the loans status and the opportunity to cure and who to

talk to about disputes , even after requesting the information from ASC numerous times, I have been prejudiced by this defect and did not get fair notice and an opportunity to be heard. I have not been given my due process rights as guaranteed by the US Constitution and have been prejudiced by their actions. Because the defect is jurisdictional , no remedy short of dismissal without prejudice would be the proper, just and equitable relief.

In *Laks ,supra, 422 N.J. Super .* the panel held that the failure to identify the lender in a notice of intention as required by N J S.A 2A.50-56 (c) (11) warranted reversal of the trial court's denial of the homeowners defendants motion to vacate a judgment of foreclosure. The *Laks* panel further held that when a violation of N.J.S.A 2A:50-56 (c) (11) is demonstrated by a defendant homeowner prior to the entry of judgment , the sole remedy is dismissal without prejudice , but concluded that its holding should not be understood to provide an avenue for setting aside a judgment of foreclosure where subsection (c)(11) was not raised prior to entry of judgment. *Laks, supra, 422 N.J Super. at 213* The panel required the remedy of dismissal in order to protect defendants non waivable rights to service of a conforming notice of intention, and because this remedy is consistent with the statutory mandate that a plaintiff in a residential foreclosure action plead compliance with the notice of intention precondition in its complaint The *Guillaume's* applied for certification for the above and it was granted by the Supreme Court of NJ *U.S. Bank Natl Assn v Guillaume, 208 N.J. 380 (2011)* In its certification it held that N J S A 2A:50-56 mandates strict compliance with its provisions governing the contents of its provisions governing the contents of a notice of intention It was also held

that the court applied the plain language of a seventeen year old statute to require the identificaiton of the lender on a notice of intention served I advance of a foreclosure action

In the *Guillaume* case the defendants failed to answer the complaint and the foreclosure proceeded to judgment, and as such they relied on R 4:50-1. In my case I did file a contesting answer and counterclaim and never proceeded to judgment. In *Guillaume* the court held that the Guillaume's relying on 4:50-1 had a much more stringent standard for setting aside their default judgment than when nothing more than an entry of default pursuant to R 4:43-1 has occurred. Our rules prescribe a two step default process, and there is a significant difference between the burdens imposed at each stage. When entry of default pursuant to R 4·43-1 has occurred, relief from that may be granted on a showing of good cause. In my case I was not in default and Plaintiff's did in accordance with R 4:64-9 file a Notice of Motion For Entry of Final Judgment on October 18, 2010 (Exhibit A) and I , as Defendant, also as per R 4:64-9 did file a timely objection to their motion on October 28, 2010 and it filed with the office of foreclosure (Exhibit B) and the moving party as directed. R 4:64-9 also directs that the office of foreclosure shall deliver the foreclosure case file to the judge in the venue, who shall schedule further proceedings and notify the parties or their attorneys of the time and place thereof. In my case that never happened.

I received a confirmation letter dated Dec . 20, 2010 from Plaintiff's attorney (Exhibit C) confirming receipt of my Oct 28,2010 affidavit In support of motion for dismissal of plaintiff's motion for entry of

judgment and that we have not yet received a return date by the Court. As such , his office will be proceeding with the foreclosure action absent specific notice from the court That is the last I heard from Plaintiff's attorneys I also never heard from the court.

On August 17,2011 I noticed both the office of foreclosure and Plaintiff's attorney (Exhibit D) that as I am waiting for a return date for my motion of October 28, 2010 I am making the additional request for dismissal without prejudice per the recent ruling in *Bank of New York v Laks , supra, 422 N.J . super 201, (App. Div 2011).* I enclosed a copy of the notice of intent letter I received which clearly shows and proves that it failed to identify the lender in violation of N.J.S.A. 2A:50-56(c)(11) I never heard back from anyone. No return date was ever set.

For these reasons, with good cause, I was entitled to have my case dismissed without prejudice and it was never heard in violation of R 6:64-9. All objections were made with specificity. I am still entitled to have my case dismissed without prejudice

As per R 4:64-8, dismissal of Foreclosure Actions for Lack of Prosecution, when a foreclosure matter has been pending for twelve months without any required action having being taken therein, the Clerk of the Superior Court shall issue a written notice to the parties advising that the matter as to any or all defendants will be dismissed without prejudice 30 days following the date of the notice unless , within said period, proof of service of process has been filed, or an affidavit or certification has been filed with the Clerk of the Superior Court

asserting that failure of filing or taking the next step required is due to exceptional circumstances. In my case the Clerk of the Superior Court did not issue a written notice even though the twelve months passed without any required action having being taken therein. As a matter of fact if you use the Plaintiff's motion date of Oct. 18, 2010, two years have passed. If you use Defendant's motion date of Oct. 28, 2010 two years have passed. If you use Defendant's date for the request for dismissal as per *Bank of New York v Laks* on August 17, 2011 thirteen months have Passed All past the time frames as allotted in R 4:64-8 to prevent a dismissal without prejudice It is for good cause my case should be dismissed without prejudice.

In *Guillaumes* it was held that N J S A. 2A.50-61 provides that absent a signed workout agreement, any waiver by a borrower of his or her rights under the statute is against public policy, unlawful, and void. The legislature intent in N.J.S A. 2A:50-55 is that the homeowner be notified of the identity of the entity that currently holds the mortgage and intending to protect homeowners at risk of foreclosure, has unmistakably directed that a homeowner shall be advised of the exact entity to which he or she owes the balance of the loan.

In *Guillaumes* it was held that the court did not agree with the assertion , advanced by US Bank and Amicus New Jersey Bankers Association, that identification of a loan servicer in lieu

of the lender constitutes substantial compliance with N.J.S A 2A:50-61(c)(11) . They also found substantial compliance Is not a substitute for strict compliance; after ruling also that N.J.S.A 2A:50-56(c)(11) requires strict compliance. They went on to evaluate their findings in light of the Galik test , *Galik v Clara Maas Med Ctr. , 167 N.J. 341, 353 (2001) (quoting Bernstein v Bd. Of Trs. of the Teachers Pension & Annuity Fund, 151 NJ. Super 71, 76-77 (App Div 1977)*

Using the five prong test they found as follows:

Prong One: there is a potential for significant prejudice to the defending party, the homeowner, by virtue of a banks failure to identify the lender. For example, a misunderstanding about a lenders identity could prompt a homeowner to make a critical error at a time when he or she is struggling to avert foreclosure. See *Laks, supra, 422 N.J. Super. at 210.* While the loan servicer's name , address and telephone number is significant information that should be part of a notice of intention, the lenders identity is equally important to the Legislatures objective of ensuring that homeowners at risk of foreclosure are thoroughly informed.

Prong Two: The case does not involve an unsuccessful effort to comply with the literal terms of the state; US Bank made no attempt to identify the Guillaumes actual lender on the original notice of intention. They took absolutely no steps to comply with statutory requirement at issue.

Prong Three: Here the Legislatures objective was to give a homeowner

the opportunity to negotiate a resolution of a default , and thereby retain his or her home. Statement to Assembly Bill No. 1064, supra, at 8. That objective requires notice of the identity of the lender, and compels strict compliance with the literal terms of the statute

Prong Four: The identity of the lender – the prospective plaintiff – is a crucial aspect of reasonable notice of a foreclosure claim.

Prong Five: there is no showing that strict compliance with N.J.S.A 2A: 50-56 (c)(11) would be impractical or unduly burdensome.

No reasonable explanation of US Banks failure to satisfy the terms of the statute has been offered.

In short , Parties seeking to foreclose must comply with the Legislatures mandate that a notice of intention set forth the name and address of the lender.

It is these five prongs which apply specifically to my case and for which I should be given a dismissal with prejudice in light of both the *Guillaumes and the Laks* cases. The supreme Court ruling holds that a trial judge may dismiss the action without prejudice It being held that the court of equity have long been charged with the responsibility to fashion equitable remedies that address the unique setting of each case. In my case the action of Plaintiffs must be dismissed without prejudice to avoid an unjust result.

In *Guillaumes* it was held in such cases in deciding on an appropriate remedy , a trial court should consider the impact of the defect upon the homeowners information about the loans status

and on the opportunity to cure the default Because of actions and/or inactions of Plaintiff's and their attorneys I have been prejudiced, denied my due process, and unable to obtain information on the loan status and denied the opportunity to cure the default As such the foreclosure action against me should be dismissed without prejudice.

I have always and continuously tried to find out who the lender is. I have written and talked to ASC employees to no avail. I have offered settlement's to them to which they have always said they do not have the authority to entertain or approve However, when asked for the name of the lender so that I can contact them directly they refused to give that information out or say that they are the lender even though they are not They only want to send me the paperwork for all my financial information under the pretense of a loan modification program. Since my initial loan was a no doc loan I have always refused to send In financial information, however it has always been my intention to resolve this matter. To do so I realized that I needed the name and address of the lender so that I could contact them directly to obtain more current and accurate information on the loan status and discuss with someone at the lender as to the opportunity to cure the default. Also at these times I also had prospects interested in buying the home, so it was an extremely urgent matter.

I have also repeatedly tried to get this information from Plaintiff's attorneys by way of interrogatories and have been unsuccessful.

Please note the problems that I have had as follows.

Exhibit E: On Feb 17, 2009 I wrote certified mail requesting a rate

change. Even though not in a loan modification program the letter is titled a "request for loan modification" Also in paragraph #10 I requested "let me know who the lender or investor (current mortgage holder) is ; name , address and phone number."
The loan was not delinquent at this time

Exhibit F· On March 20, 2009 I received a response from ASC saying that I must enter the loan modification and to send in my financial information. The loan was not delinquent at this time.

Exhibit G: On April 9, 2009 I responded certified mail restating my interests as per the Feb. 17, 2009 letter. As per paragraph # 6 I again requested "that you supply me with the name , address, and phone number of the current lender or investor."
The loan was not delinquent at this time

Exhibit H: April 28, 2009 ASC responded and said that I should "speak directly with a loss mitigation representative as they have specialized training regarding workout options."

Exhibit I. On June 29, 2009 I wrote again certified mail disappointed in the response from ASC both In writing and when talking to their representative on the phone . Again in paragraph # 8 I ask that they send me proof that they are "the legal representative for the "investor" as I had been told by one of their representatives.

Exhibit J: On October 21, 2009 I wrote ASC certified mail that I have been trying to resolve issues regarding the mortgage and that they have been very un-cooperative I had in the past written and talked to numerous individuals to no avail I had not been given anyone in particular to talk to about trying to loan status information and the opportunity to cure the default. I have always been told to call ASC and "talk to anyone."
I made one last settlement offer Also I noted to ASC that The loan was being reviewed and that at present the information that I have disputes the validity of your lawful ownership, funding, balance, entitlement right to the current debt you allege I owe. Additionally ,my settlement offer is not an acknowledgment.

Exhibit K: At the time I wrote the October 21, 2009 letter I had already made a "qualified written request" In compliance with and under the Real Estate Settlement Procedure Procedures Act, 12 U.S.C. Section2605 (e) . This was made by certified mail on July 30, 2009 and no response was received.

The subject foreclosure action was filed on or about August 24, 2009 an answer was timely filed on or about Feb 17, 2010.

Exhibit L: For discovery , I did properly serve Plaintiff's with interrogatories in the Subject foreclosure action on or about May 21, 2010 All questions pertinent to my defense and trying to find out who actually is the lender , how did ASC get involved, etc.

Exhibit M: Plaintiff's finally answered interrogatories very late on July 28, 2010, with a trial date of August 17, 2010. In their answers they objected to every question , even those as to who the lender is , their address, etc.

Exhibit N: Plaintiff's attorneys send me interrogatories on May 28, 2010 leading me to believe that Citimortgage Inc.is the lender in my case. I can't find any paperwork to verify same.

Exhibit O: By certified mail on June 24,2010 I respond that I do not believe Citymortgage inc. is my lender. I receive no further discovery requests or clarification as to who the lender is.

Exhibit P: I receive letter dated Sept. 9, 2010 NOTICE PURSUANT TO SECTION 6 OF THE FAIR FORECLOSURE ACT .

Exhibit Q: I respond by certified mail on September 9, 2010 as per NJSA 2A:50-58(a)(1) "that there is a reasonable likelihood that I will be able to provide payment necessary to cure the default ." I also addressed the issue as to the confusion as to who is the attorney in this case. I wanted to "know so that I know who to write to" about curing the default

Exhibit R: I receive a letter dated September 15, 2010 from Anne Walters, from Shimberg & Friel, saying that "any correspondence in the future dealing with debt and/or its repayment can be addressed solely to Phelan, Hallihan & Schmieg, PC.

Exhibit A: Plaintiff's in accordance with R 4:64-9 file a Notice of Motion For entry of Final Judgment on October 18, 2010.

Exhibit B: I , as Defendant, also as per R 4:64-9 did file a timely objection to their motion on October 28, 2010 and it filed with the office of foreclosure and the moving party as directed. I was still trying to find out who owns this mortgage and get an accurate accounting so as to negotiate an amount to cure. There are other qualified and relevant objections as well

Exhibit C: I received a confirmation letter dated Dec . 20, 2010 from Plaintiff's attorney confirming receipt of my Oct. 28,2010 affidavit In support of motion for dismissal of plaintiff's motion for entry of judgment and that we have not yet received a return date by the Court. As such , his office will be proceeding with the foreclosure action absent specific notice from the court. That is the last I heard from Plaintiff's attorneys. I also never heard from the court

Exhibit D: On August 17,2011 I noticed both the office of foreclosure and Plaintiff's attorney that as I am waiting for a return date for my motion of October 28, 2010 I am making the additional request for dismissal without prejudice per the recent ruling in *Bank of New York v Laks , supra, 422 N.J . super 201, (App. Div 2011)* I enclosed a copy of the notice of intent letter I received which clearly shows and proves that it failed to identify the lender in violation of N.J.S.A. 2A:50-56(c)(11) I never heard back from anyone No return date was ever set.

Summary actions are governed by R 4:67-1 to R 4·67-5 Thre is nothing in the court's order of April 4, 2012 which suggests that homeowner defendants in which the plaintiff acknowledges that it has not complied with the N.J.S.A. 2A:50-56(c) (11) are entitled to any less due process than any other defendant in connection any case in which summary action is permitted. Here Plaintiff has not presented any evidence whatsoever which would allow the court to find sufficient facts to support it's application to issue corrected notices of intent to foreclose on behalf of identified foreclosure plaintiffs in uncontested cases . As such their application should be denied. My case should be dismissed without prejudice.

I certify that the foregoing statements made by me are true. I am aware

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

Also on [redacted] I caused an original of this letter and exhibits to be sent to the Superior Court Clerk's Office , and a copy to Mark Melodia Esq. , and a copy to Honorable Judge McVeigh at the addresses as set forth above. [redacted]

[redacted]

All sent certified mail
10-11-12

Dated· Sept. 21, 2012

Sincerely,

Paul Hauke
Pro Se Defendnat

10-11-12

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

Rosemarie Diamond, Esquire
Managing Attorney for New Jersey

Representing Lenders in
Pennsylvania and New Jersey

October 18, 2010

Paul R. Hauke
08 Pine Street
sbury Park, NJ 07712

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

ophie Hauke
North Pier
rick, NJ 08723

E: 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
Our File No.: ASC-10674

ear Sir/Madam:

rvice is hereby made upon you with the enclosed Notice of Motion for Entry of Final dgment, relative to the above referenced-matter.

ry Truly Yours
isa Wilson

gular and Certified Mail, Return Receipt Requested

Exhibit
"A"

ASC-10674
PHELAN HALLINAN & SCHMIEG, PC
400 Fellowship Road, Suite 100
Mt. Laurel, NJ 08054
(856) 813-5500
Attorneys for the 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 NOTICE OF MOTION FOR ENTRY OF JUDGMENT

TO: Paul R. Hauke
608 Pine Street
Asbury Park, NJ 07712

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

Sophie Hauke
9 North Pier
Brick, NJ 08723

PLEASE TAKE NOTICE that, the undersigned, attorney for Plaintiff, will make application to the Superior Court of New Jersey, Chancery Division, at the Hughes Justice Complex-CN971, Trenton, New Jersey, for Entry of Final Judgment in the above foreclosure action. You are receiving this Motion and copy of Plaintiff's Proof of Amount Due: (a) in accordance with R.4 64-9; (b) because you have filed an Answer or appeared in the above action, or (c) because Plaintiff failed to enter Judgment within the required six (6) month period following the entry of default pursuant to the rules of the Superior Court of New Jersey. Plaintiff

herewith its proof required by law, which proof will establish that there is due upon the plaintiff's mortgage on 608 PINE STREET, ASBURY PARK, NEW JERSEY in the sum of $229,404.15 plus costs and attorney's fees to be taxed. The Order/Judgment sought shall be at the discretion of the Court unless you proceed as directed below.

PLEASE TAKE FURTHER NOTICE THAT IF YOU WISH TO OBJECT TO THIS MOTION YOU MUST DO SO IN WRITING WITHIN 10 DAYS AFTER YOU RECEIVED THIS MOTION. YOU MUST FILE YOUR OBJECTION WITH THE OFFICE OF FORECLOSURE, P.O. BOX 971, 25 MARKET STREET, TRENTON, NJ 08625 AND SERVE A COPY ON THE MOVING PARTY.

THE OFFICE OF FORECLOSURE DOES NOT CONDUCT HEARINGS, YOUR PERSONAL APPEARANCE AT THE OFFICE WILL NOT QUALIFY AS AN OBJECTION. IF YOU FILE AN OBJECTION, THE CASE WILL BE SENT TO A JUDGE FOR RESOLUTION. YOU WILL BE INFORMED BY THE JUDGE OF THE TIME AND PLACE OF THE HEARING ON THE MOTION.

Annexed hereto, please find a copy of the Certification of Amount Due.

PLEASE TAKE FURTHER NOTICE that at said time and place if you are a lienholder/mortgagor that filed an answer are required to present proof of the amount due to you on the encumbrance set forth in your Answer along with your original documents to be marked as exhibits

PHELAN HALLINAN & SCHMIEG, PC

Rosemarie Diamond, Esquire
Vladimir Palma, Esquire
Brian J. Yoder, Esquire
Brian Blake, Esquire
Thomas M. Brodowski, Esquire
Sharon L McMahon, Esquire
Regina M. Galan, Esquire

Date: October 19, 2010

ASC-10674
PHELAN HALLINAN & SCHMIEG, PC
By: Rosemarie Diamond, Esq.
400 Fellowship Road, Suite 100
Mt. Laurel, NJ 08054
(856) 813-5500
Attorneys for Plaintiff

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

I, China Brown, of full age, hereby certifies·

1. I am employed by Wells Fargo, Attorney in Fact for America's Servicing Company at its __ Fort Mill, South Carolina_____(*city and state*) office as a___V. P. of Loan Documentation_____(*title*). Said company is a mortgage servicing company authorized to service and handle mortgage transactions on behalf of the plaintiff involving the mortgage debtors named in the plaintiff's complaint. The plaintiff has not revoked said mortgage servicing company's authority and as such, mortgage servicing companies representative has the authority to make on behalf of the plaintiff, the computation of amount due herein set forth.

2. I have thoroughly reviewed America's Servicing Company books and records concerning the note and mortgage loan described in the plaintiff's complaint and am fully familiar with the facts set forth herein

3. I find from said records that there is due to the plaintiff in this action the sum of $229,404 15. as set forth in schedule "A" annexed hereto. I have reviewed all entries and calculations, and they are

est, as set forth in the annexed schedule, will accrue on the principal from October 2,

I further state that the property described in the Complaint filed in this cause cannot be vided and should be sold as a single tract

5. There are no just debts, set-offs, credits or allowances due or to become due from the aintiff to the defendants, other than those set forth herein

6. Plaintiff is the holder of the aforesaid obligation and mortgage.

7. I understand that the court will rely upon this affidavit in support of the plaintiff's application for a foreclosure judgment in the within action.

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

China Brown, V. P of Loan Documentation

ated: 9-13-10

AMOUNT DUE SCHEDULE

August 31, 2005
Dated. August 31, 2005
Recorded on: November 15, 2005, in MONMOUTH County, in Book OR-8511 at Page 7548
Property Address: 608 PINE STREET ASBURY PARK, NEW JERSEY 07712-6451
Mortgage Holder: PAUL R. HAUKE

Unpaid Principal Balance as of May 1, 2009		$204,954.21
Interest from April 1, 2009 to October 1, 2010		$18,403.04
(Interest rate = 6.125% per year; $18.95 per day x 549 days)		
Late charges from May 1, 2009 to August 24, 2009 ($28.82 per mo. X 4 months)		$115.28
Prior Late Charges ($28.82 per mo. X 3 months & 1 partial)		$93.96
Advances for:		
Real Estate Taxes	$4,404 64	
Home Owners Insurance	$1,238.02	
Mortgage Insurance Premiums	$0.00	
Inspections	$0.00	
Winterizing/Securing	$195.00	
Sub-Total of Advances	$5,837.66	
Less Escrow Monies	($)0.00	
Net Advances		$5,837.66
Interest on advances from _____ to _____		$0.00
Other Charges (specify)		$0.00
Total due		$229,404.15

China Brown, V. P. of Loan Documentation

Date: 9-13-10

Surplus Money: If after the sale and satisfaction of the mortgage debt, including costs and expenses, there remains any surplus money, the money will be deposited into the Superior Court Trust Fund and any person claiming the surplus, or any part thereof, may file a motion pursuant to Court Rules 4:64-3 and 4:57-2 stating the nature and extent of that person's claim and asking for an order directing payment of the surplus money. The Sheriff or other person conducting the sale will have information regarding the surplus, if any

PO Box 3041
Point Pleasant, NJ 08742
732-899-8952

Oct 28, 2010

Certified Mail # 7007 1490 0002 7956 1330

Office of Foreclosure
PO Box 971
25 Market St
Trenton, NJ 08625

RE: US Bank National Association, as Trustee for Credit Suisse First Boston ARMT 2005-12 vs. Paul R Hauke, et al.
Docket # F 45183-09

Enclosed please find an original and one copy of the following:

(1) Affidavit of Paul Hauke;

(2) Defendants letter brief in opposition to plaintiff's motion for entry of judgment.

(3) Certification of service.

Oral argument is requested.

Respectfully submitted,

Paul Hauke, Pro Se Defendant

CC: Vladmir Palma, Phelan Hallinan Schmieg PC (overnight mail)

Exhibit "B"

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:

Office of Foreclosure
PO Box 971
25 Market St
Trenton NJ 08625

COMPLETE THIS SECTION ON DELIVE

A. Signature
X

B Received by (Printed Name) | C D

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

CAPITOL POST OFFIC

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

2. Article Number (Transfer from service label) 7007 1490 0002 7956 1330

4. Restricted Delivery? (Extra Fee) ☐ Y

PS Form 3811, February 2004 Domestic Return Receipt 102595-0

Oct 28, 2010

Certified Mail # 7007 1490

Office of Foreclosure
PO Box 971
25 Market St
Trenton, NJ 08625

RE: US Bank National Association, as Trustee for Cre
ARMT 2005-12 vs. Paul R Hauke, et al.
Docket # F 45183-09

7007 1490 00

(Endorsement)

Restricted Delivery Fee (Endorsement Required)	$0.00	
Total Postage & Fees	$ $7.00	10/28/2010

Sent to: Office of Foreclosure
Street Ap No or PO Box No: PO Box 971
City State ZIP+4: 25 Market St Trento

PS Form 3800, August 2006

Enclosed please find an original and one copy of the following:

EG 530075920 US

ORIGIN (POSTAL SERVICE USE ONLY)

PO ZIP Code: 0[illegible]	Day of Delivery: ☒ Next ☐ 2nd ☐ 2nd Del Day	Postage: $ 13.[illegible]
Date Accepted: 10 28 10 (Mo Day Year)	Scheduled Date of Delivery: Month 10 Day 79	Return Receipt Fee: $
Time Accepted: 4:20 ☐ AM ☒ PM	Scheduled Time of Delivery: ☐ Noon ☒ 3 PM	COD Fee: $ / Insurance Fee: $
Flat Rate ☐ or Weight: — lbs 4 ozs	Military: ☐ 2nd Day ☐ 3rd Day	Total Postage & Fees: $ 13.[illegible]
	Int'l Alpha Country Code	Acceptance Emp. Initials

FROM. (PLEASE PRINT) PHONE ([illegible]

[illegible]

FOR PICKUP OR TRACKING
Visit www.usps.com
Call 1-800-222-1811

EMS

EXPRESS MAIL
UNITED STATES POSTAL SERVICE®

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Post Office To

DELIVERY (POSTAL USE ONLY)

Delivery Attempt (Mo Day)	Time ☐ AM ☐ PM	Employee Signature
Delivery Attempt (Mo Day)	Time ☐ AM ☐ PM	Employee Signature
Delivery Date (Mo Day)	Time ☐ AM ☐ PM	Employee Signature

CUSTOMER USE ONLY

PAYMENT BY ACCOUNT
Express Mail Corporate Acct No
Federal Agency Acct No or Postal Service Acct No

☐ WAIVER OF SIGNATURE (Domestic Ma
Additional merchandise insurance is vo customer requests waiver of signature
I wish delivery to be made without obtaining s of addressee or addressee's agent (if delivery judges that article can be left in secure locatio authorize that delivery employee's signature c valid proof of delivery

☐ NO DELIVERY ☐ Weekend Holiday

Mailer Signature

TO (PLEASE PRINT) PHONE ( )

[illegible]

ZIP + 4 (U.S. ADDRESSES ONLY. DO NOT USE FOR FOREIGN POSTAL CODES)

[illegible] + [illegible]

FOR INTERNATIONAL DESTINATIONS, WRITE COUNTRY NAME BELOW

3041
.: Pleasant, NJ 08742
, 32-899-8952
Defendant Pro Se

US BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR CREDIT SUISSE FIRST BOSTON ARMT 2005-12 PLAINTIFF	SUPERIOR COURT OF NEW JERSEY CHANCERY DIVISION MONMOUTH COUNTY
Vs	DOCKET NO: F-45183-09 CIVIL ACTION
PAUL R HAUKE; MRS PAUL R HAUKE, HIS WIFE; SOPHIE HAUKE DEFENDANT(S)	**CERTIFICATION OF SERVICE**

Paul R Hauke, of full age, hereby certifies as follows:

1.) I am the pro se defendant in the above matter

2.) On this date I caused an original & one copy of the affidavit of Paul Hauke, defendant's letter brief and this certification of service to be served upon the Office of Foreclosure , PO Box 971, 25 Market St, Trenton NJ 08625 by certified mail #7007 1490 0002 7956 1330.

3.) Also on this date, I caused a copy of the within pleadings to be served upon Attorneys for Plaintiff's, Vladmir Palma Esq., Phelan, Hallinan & Schmieg PC 400 Fellowship Rd., Suite 100, Mount Laurel, NJ 08054, via overnight delivery.

I certify that the foregoing statements made by me are true to the best of my knowledge, information and belief. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Signed : _____ Date: Oct 28, 2010
Paul R Hauke, Pro Se Defendant

Paul R Hauke
PO Box 3041
Point Pleasant, NJ 08742
732-899-8952
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 **AFFIDAVIT OF PAUL HAUKE IN SUPPORT OF MOTION FOR DISMISSAL OF PLAINTIFF'S MOTION FOR ENTRY OF JUDGMENT**

To: Office Of Foreclosure
PO Box 971
25 Market St
Trenton, NJ 08625

I, Paul R Hauke , of full age , having been duly sworn upon his oath according to law, deposes and says:

1. I am the defendant in this matter, pro so defendant, and am the owner of 608 Pine St., Block 52 Lot 17 in the city of Asbury Park, NJ. I make this affidavit on personal knowledge; in favor of dismissal of pleading of plaintiff for entry of judgement.
2. I have never seen or been provided an existing "attorney in fact" agreemet between Wells Fargo and America's Servicing Company.

I have never seen or been provided any "servicing agreement" between Plaintiff US Bank National Association, as trustee for Credit Suisse First Boston ARMT 2005-12, and Wells Fargo Bank or America's Servicing Company.

4. I have never seen or been provided with the original mortgage, original note, evidence of indebtedness, assignments, claim of lien (NJSA 46:8B-21), and any other original document upon which (Plaintiff's) claim is based.
5. I have never seen or been provided in lieu of an original document a legible copy of a recorded or filed document, certified as a true copy by the recording or filing officer or by a New Jersey Attorney, or a copy of an original document, if unfiled or unrecorded, certified as a true copy by a New Jersey Attorney.
6. There are set offs, credits or allowances due or to become due from the Plaintiff to the Defendant.
7. The Plaintiff is not the holder of the aforesaid mortgage and note. Also was not the holder when complaint was filed.
8. I have never seen or been provided for this claim the mortgage loan purchase agreement, trust agreements, indenture, servicing agreement, interests held by investors, trust structure and administration, transfers and/or assignments of note and mortgage, custodial agreement, wharehouse lending agreement, loan schedule, pooling agreements, special purpose vehicles (SPV), or property mortgage investment conduit's (Remic's).
9. I dispute that I signed the note and mortgage for this claim.
10. No way to tell if the note and mortgage in this claim is actually in Credit Suisse First boson ARMT 2005-12
11. The paperwork submitted by Phelan, Hallinan, Schmieg LLP is fraudulent. Typical of firm;

as they are currently in United States District Court For The District of Pennsylvania being sued in class action for fraud. Charge is consumer fraud. Charged is the firm and it's predecessor firm Feldman & Phelan LLC and principals. Charge further states that Phelan Hallinan Schmieg ...have cashed in...in ways that are both morally bankrupt and unlawful. Plaintiff's and members of the class have been victimized...by the predatory practices of defendants (Phelan Hallinan Schmieg). Phelan Hallinan Schmieg epitomizes the "assembly line" culture of practicing law. With many critical functions delegated on a day-to-day basis to inadequately supervised non lawyer staff... Phelan Hallinan Schmieg is a "foreclosure mill" that has as its primary mission the enormous profits to be made through a high volume, speed driven, and essentially automatic pilot practice. One that has little or no regard for the professional responsibility that all members of the bar are obligated to exercise. Judith T Romano , a senior attorney with Phelan Hallinan Schmieg is named individually in this class action for fraud.

12 Mortgage Electronic Registration System (MERS) is currently being sued for fraudulent assignments by the State of Tennessee. It is alleged in complaint that MERS intentionally recorded and continues to record documents wherein employees of companies other than MERS falsely identify themselves as being "officers and/or vice presidents" have no employment relationships with MERS and are not, in fact, officers or vice presidents of MERS... this creates the illusion of a recorded chain of title whereby the actual creditors and/or loan beneficiaries remain hidden from public record. In this instant case JudithT Romano has fraudulently and falsely identified herself as being an officer and/or vice president of MERS.

13 I have been trying to find out who owns this mortgage and note and get copies of same for a very long time. On July 30, 2009 I made a "qualified written request" according to RESPA 12

USC 2601 et seq to Americas Servicing Company and never received an answer. I do not know if Americas Servicing Company is even the proper servicer.

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

Paul R Hauke, Pro Se Defendant Oct 28. 2010

Sworn to and subscribed before me
On this 28 day of October , 2010

R Hauke
O Box 3041
Point Pleasant, NJ 08742
732-899-8952
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 **BRIEF OF PAUL HAUKE IN SUPPORT OF MOTION FOR DISMISSAL OF PLAINTIFF'S MOTION FOR ENTRY OF JUDGMENT**

TO: Office of Foreclosure
PO Box 971
25 Market St
Trenton, NJ 08625
Certified Mail # 7007 1490 0002 7956 1330

1. I am the defendant in this matter, and am the owner of 608 Pine St., Block 52 Lot 17 in the city of Asbury Park, NJ. I make this brief In favor of dismissal of pleading of plaintiff for entry of judgment. .

2. The "certification (affidavit) of proof of amount due" submitted by Plaintiff is invalid and inadmissable.

   a.) There are issues with the form of affidavit. The affidavit does not have an origin signature and the attorney offering the document has not certified that the affian acknowledged the genuineness of the signature and that the document or a copy with an original signature affixed will be filed if requested by the court or a party

In violation of R1:4-4(c) . Defendants do request an original signature.

3.) There are issues with the "personal knowledge" and "evidence" of affiant. In violation of R 1:6-6 the affidavit is not made on "personal knowledge" setting forth only facts which are admissible in evidence to which the affiant is competent to testify and which may have annexed thereto certified copies of all papers or parts thereof referred to therein. It is also clear that the mere appending of relevant documents to the motion brief does not constitute compliance with this rule. Such documents must be incorporated by reference in an appropriate affidavit... which properly authenticates material which is otherwise admissible. In this instant case there are no documents annexed.

a.) In paragraph one of Plaintiff affidavit , affiant says she is "employed by Wells Fargo, Attorney of Fact for America's Servicing Company at its Fort Mill, South Carolina office as VP of Loan Documentation" . R 1:6-6 clearly establishes that affidavits by attorney of facts not based on their "personal knowledge" but related to them by and within the primary knowledge of their clients constitute objectionable hearsay and are not admissible. See Murray v Allstate Ins. Co , 209 N.J. Super. 163, 169 (App Div 1986); Cafferata V Peyser, 251 NJ Super. 256, 263-264 (App Div 1991); Venner v Allstate, 306 NJ Super. 106, 111 (App Div, 1997); State (County of Bergen) v Polanca, 332 NJ Super. 436, 441 (App Div.), certif.. den. 165 NJ 604 (2000) ; Jameson v Great Atlantic 363 NJ Super 419, 427 (app Div 2003), certif. den 179 NJ 209 (2004) .

b.) It is also clear in R 1:6-6 that the mere appending of relevant documents to the motion Brief does not constitute compliance with the rule. Such documents must be incorporated by reference in an appropriate affidavit or certification, which properly authenticates material which is otherwise admissible. See Celino v

General Acc Ins., 211 NJ Super. 538 (App Div 1967); Sellers v Schonfeld, 270 NJ Super. 424 (App Div 1993); Valley Nat v American Motor Ins., 216 NJSuper. 152 (App div 1998). In this instant case there are documents referenced but not attached.

1.) There is no proof of an existing "attorney in fact" agreement between Wells Fargo and America's Servicing Company.

2.) There is no proof of an existing "servicing agreement" between Plaintiff US Bank National Association, as trustee for Credit Suisse First Boston ARMT 2005-12 , and Wells Fargo or America's Servicing Company. As such there is no proof provided to substantiate statements made in Plaintiff's Certification that "company is a mortgage servicing company authorized to service and handle mortgage transactions on behalf of the plaintiff", or that "the plaintiff has not revoked said mortgage servicing company's authority...to make on behalf of plaintiff , the computation of amount due herein set forth".

4.) As per R 4:64-2 (c) The affidavit shall be made on personal knowledge of all the facts recited therein, and If the affiant is not the plaintiff, it shall also state that the affiant is authorized to make the affidavit. The affidavit of Plaintiff is not made on personal knowledge and the affiant is not authorized to make the affidavit.

5.) As per R 1:6-6 in contrast to discovery proceedings , in which responses containing hearsay and other inadmissible material or based on information or belief rather than actual knowledge may be perfectly appropriate , affidavits in support of motions must be limited to the affiants personal knowledge of such facts as he (she) is

competent to testify to and as are evidentially competent.

a.) As such "schedule "A" annexed" to the certification is inadmissible.

b.) The statement of affiant in certification of Plaintiff that "there are no just debts, set-offs, credits or allowances due or to become due from the Plaintiff to the defendants..." is inadmissible.

c.) The affiants statement that "plaintiff is the holder of the aforesaid obligation and mortgage" is inadmissible.

d.) The court should not "rely upon this (the plaintiff's affidavit) in support of the plaintiff's application for a foreclosure judgment in the within action".

6.) As per R 4:43-2 (b) if the claim is founded upon a note...a copy thereof shall be attached to the affidavit. In this case there is no note attached to the affidavit.

7.) As per R 4:64-1 (d) "the application for final judgment shall be accompanied by proofs as required by R 4:64-2 ..."

a.) R 4:64-2 (a) requires the following supporting instruments... to be submitted by affidavit..."The moving party shall produce the original mortgage, evidence of indebtedness , assignments, claim of lien (NJSA 46:8B-21), and any other original document upon which the claim is based. In lieu of an original document , the moving party may produce a legible copy of a recorded or filed document, certified as a true copy by the recording or filing officer or by a New Jersey Attorney , or a copy of an original document, if unfiled or unrecorded, certified as a true copy by a New Jersey Attorney". In this instant case the Plaintiff's have not provided any of the above.

8.) In violation of R 4:64-2 the Plaintiff has not filed an affidavit of amount due, which shall have annexed a schedule as set forth in Appendix XII-J.

9.) Neither Wells Fargo or America's Servicing Company are Plaintiffs

10.) There is no affidavit of non military service

11.) There is no certification of sheriff's fees and search fees

12.) There is no proposed final order.

13.) There is no proposed writ of execution.

Plaintiff's have not proven that they have grounds for seeking and getting this judgment

CONCLUSION

For all the foregoing reasons , plaintiff's motion for entry of judgment should be denied, since defendants have conclusively demonstrated that plaintiff's motion has failed to prove that they have grounds for seeking and getting the requested entry of judgment

Respectfully submitted,

Paul Hauke

Pro Se Defendant

Oct 28, 2010

CC: Vladmir Palma , Esq
Phelan, Hallinan, Schmieg PC
400 Fellowship Rd
Mount Laurel, NJ 08054

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
John.Habermann@fedphe.com

John D. Habermann, Esquire
Ext. 7576

December 20, 2010

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 vs. PAUL R. HAUKE, et al.
Docket No.: F-45183-09
Our File No.: ASC-10674
Property: 608 PINE STREET, ASBURY PARK, NEW JERSEY 07712-6451

Dear Mr. Hauke,

As you know, we represent U.S Bank National Association in the aforementioned foreclosure action. While we are in receipt of your October 28, 2010 Affidavit in Support of Motion for Dismissal of Plaintiff's Motion for Entry of Judgment, same has not been given a return date by the Court as of today. As such, our office will be proceeding with the foreclosure action absent specific notice from the Court.

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

Very truly yours,
John Habermann
John Habermann
JDH/psm

Exhibit
"C"

PO Box 3041
Point Pleasant, NJ 08742
732-899-8952

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

August 17, 2011

Office Of Foreclosure
PO Box 971
25 Market St
Trenton, NJ 08625
Certified mail # 7007 1490 0002 7956 1439

John Habermann
Phelan, Hallihan & Schmieg PC
400 Fellowship Rd Suite 100
Mount Laurel , NJ 08054
Certrified mail # 7007 1490 0002 7956 1194

Hello,

At present we are waiting for a return date for my motion for dismissal of Plaintiff's Motion For Entry Of Final Judgement. My motion was filed on Oct 28, 2010.

I am writing this letter to request dismissal (without prejudice) of this case in light of a new case, Bank of New York , as Trustee For The Certificate Holders CWALT 2004 26T1 vs. Sarah G Laks and Edward Einhorn , her husband, decided August 8, 2011 in the Appellate Court of NJ Docket # A-4221-09T3.

In summary the case has decided; " A notice of intention is deficient under N.J.S.A. 2A:50-56 (c)(11)if it does not provide the name and address of the lender. A defendant who objects to inadequacy of the notice on that basis prior to entry of judgment is entitled to dismissal of the foreclosure complaint without prejudice".

I am enclosing the "notice of Intent to foreclose" that I received , dated June 21, 2009, to show that it is deficient, as it shows the servicing company and "does not provide the name and address of the lender."

I am also enclosing the cover page of the Bank of New York vs. Laks NJ Appellate Court Decision.

Thank you

Paul Hauke
Pro Se Defendant

Encls: 3

exhibit

"D"

ph copy

PO Box 3041
Point Pleasant, NJ 08742
732-899-8952

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

August 17, 2011

Office Of Foreclosure
PO Box 971
25 Market St
Trenton, NJ 08625
Certified mail # 7007 1490 0002 7956 1439

John Habermann
Phelan, Hallihan & Schmieg PC
400 Fellowship Rd Suite 100
Mount Laurel , NJ 08054
Certrified mail # 7007 1490 0002 7956 1194

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

Postage	$	$0.44	0857
Certified Fee		$2.85	07
Return Receipt Fee (Endorsement Required)		$2.30	Postm Here
Restricted Delivery Fee (Endorsement Required)		$0.00	
Total Postage & Fees	$	$5.59	08/24/2011

Sent To John Habermann Phelan Hall
Street Apt No., or PO Box No. Schmieg PC 400 Fellowship
City, State, ZIP+4 Suite 100 Mount Laurel NJ 080
PS Form 3800, August 2006 See Reverse

7007 1490 0002 7956 1194

Hello,

At present we are waiting for a return date for my motion for c
Final Judgement. My motion was filed on Oct 28, 2010.

I am writing this letter to request dismissal (without prejudice) of this case in light of a new case, Bank of New York , as Trustee For The Certificate Holders CWALT 2004 26T1 vs. Sarah G Laks and Edward Einhorn , her husband, decided August 8, 2011 in the Appellate Court of NJ Docket # A-4221-09T3.

In summary the case has decided; " A notice of intention is deficient under N.J.S.A. 2A:50-56 ... does not provide the name ar
notice on that basis prior to e
without prejudice".

I am enclosing the "notice of I
deficient, as it shows the servi
lender."

I am also enclosing the cover p

Thank you,

Paul Hauke
Pro Se Defendant

Encls: 3

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.
John Habermann
Phelan Hallihan & Schmieg
400 Fellowship Rd Suite 100
Mount Laurel NJ
08054

COMPLETE THIS SECTION ON DELIVERY
A. Signature
X [signature]
B. Received by (Printed Name) [signature]
C. Date 8-2
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 M
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐

2. Article Number (Transfer from service label) 7007 1490 0002 7956 1194

PS Form 3811, February 2004 Domestic Return Receipt 102

Ph copy

...L RECEIPT
...No Insurance Coverage Provided)
...tion visit our website at www.usps.com
...J 08625

Register / Sign In

Postage	$	$0.44	0705
...ified Fee		$2.85	02
...Receipt Fee (...ement Required)		$2.30	Postmark Here
...Delivery Fee (...ement Required)		$0.00	
Postage & Fees	$	$5.59	08/18/2011

See on USPS.com or Track Packages

Send Va | Manage Your Va | Shop | Business Solutions

...ffice of Foreclosure PO Box 971
Apt No, Box No 25 Market St
...ate, ZIP+4 Trenton NJ 08625
...3800, August 2006 See Reverse for Instructions

...US OF YOUR ITEM	DATE & TIME	LOCATION	FEATURES
...vered	August 22, 2011, 8:01 am	TRENTON, NJ 08625	**Expected Delivery By:** August 19, 2011 Certified Mail™ Return Receipt
Arrival at Unit	August 22, 2011, 12:22 am	TRENTON, NJ 08650	
Processed through Sort Facility	August 19, 2011, 12:54 am	TRENTON, NJ 08650	
Acceptance	August 18, 2011, 10:53 am	FAIR HAVEN, NJ 07704	

Check on Another Item

What's your label (or receipt) number?

...GAL
...Policy
...Use
...
...FOIA Act EEO Data

ON USPS.COM
Government Services
Buy Stamps & Shop
Print a Label with Postage
Customer Service
Site Index

ON ABOUT USPS.COM
About USPS Home
Newsroom
Mail Service Updates
Forms & Publications
Careers

OTHER USPS SITES
Business Customer Gateway
Postal Inspectors
Inspector General
Postal Explorer

America's Servicing Co.
P.O. Box 9039
Temecula, Ca 92589-9039

2221018757

ne 21, 2009

8889/106NJDEM/NJ

'AUL R HAUKE
'O BOX 3041
'OINT PLEASANT BEACH, NJ 08742-6041

E: America's Servicing Co. Loan Number 1205229100
Mortgagor(s): PAUL R HAUKE
Mortgaged Premises: 608 PINE STREET
ASBURY PARK, NJ 07712

NOTICE OF INTENTION TO FORECLOSE

ear Borrower(s):

merica's Servicing Co., holds a Conventional mortgage (hereafter, "the Mortgage") in the original principal amount of 205,000.00 on the residential property commonly known as 608 PINE STREET, ASBURY PARK NJ (hereafter, "the 'operty"), which Mortgage was made on August 31, 2005.

our Mortgage is now in default because you have not made the required payments. The total amount required to cure this efault, in other words, the amount required to bring your mortgage current as of July 21, 2009 is as follows:

2 Payments @ 1,442.71 Totaling	$	2,885.42
Total Accrued Unpaid Late Charges	$	104.62
(Monthly Late Charge $52.31)		
Suspense Balance	-$	0.00
Miscellaneous Fees	$	111.25
Total Delinquency as of June 21, 2009	$	3,101.29
Payments due within the next 30 days Totaling	$	1,442.71
Total due to cure default and bring loan current as of July 21, 2009	$	**4,544.00**

our Pre-Foreclosure Action Right to cure this Default

ou have the right to cure this default within thirty (30) days of the date of this letter, in other words, July 21, 2009, by aying America's Servicing Co. the above amount, plus any additional monthly payments and late charges which may fall ue during this period. Such payment must be made by cashier's check, money order or certified check so that the payment : received at the following address on or before July 21, 2009.

America's Servicing Co.
PO Box 1820, Newark, NJ 07101-1820

' you do not cure this default and bring your account current by July 21, 2009, then America's Servicing Co. may take steps) terminate your ownership of the property by starting a mortgage foreclosure action against you.

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

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

[illegible] Foreclosure Action Right to Cure this Default

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

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

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

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

- HUD Housing Counseling Service 1-800-569-4287
- Veterans Affairs 1-800-827-1000
- New Jersey Commissioner of Banking 1-609-292-3420

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

America's Servicing Co.
P.O. Box 10388 Des Moines, IA 50306-0388
Telephone #: 800-842-7654

Your right to cure this default, as provided in this notice, is independent of any right of redemption or any other right or remedy under the common law, principles of equity, state or federal statute or rule of court. This communication is an attempt to collect a debt and any information obtained will be used for that purpose. However, if you have received a discharge of this debt in bankruptcy or are currently in a bankruptcy case, this notice is not intended as an attempt to collect a debt and, this company has a security interest in the property and will only exercise its rights as against the property.

Very truly yours,

America's Servicing Co.
Default Management Department

NOT FOR PUBLICATION WITHOUT THE
APPROVAL OF THE APPELLATE DIVISION

SUPERIOR COURT OF NEW JERSEY
APPELLATE DIVISION
DOCKET NO. A-4221-09T3

BANK OF NEW YORK AS TRUSTEE FOR
THE CERTIFICATE HOLDERS CWALT
2004 26T1,

Plaintiff-Respondent,

v.

SARAH G. LAKS and EDWARD
EINHORN, her husband,

Defendants-Appellants,

and

PNC BANK, NATIONAL ASSOCIATION,

Defendant.

APPROVED FOR PUBLICATION

August 8, 2011

APPELLATE DIVISION

Submitted May 23, 2011 - Decided August 8, 2011

Before Judges A.A. Rodríguez, Grall
and LeWinn.

On appeal from Superior Court of New
Jersey, Chancery Division, Ocean County,
Docket No. F-37465-08.

Sarah G. Laks and Edward Einhorn,
appellants pro se.

Stern, Lavinthal, Frankenberg &
Norgaard, L.L.C., attorneys for
respondent (Mark S. Winter, on the
brief).

PO Box 3041
Point Pleasant, NJ 08742
Feb 17, 2009
RE: 1205229100
608 Pine St
Asbury Park, NJ 07712

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

This letter is a request for a loan modification of the above referenced property and loan.

This is an interest only loan that changes beginning with September, 2010 to be a loan with interest to be calculated based on the "index" which is the average of interbank offered rates for six month US dollar denominated deposits in the London market (Libor), as published in the Wall St Journal.

The most recent six month average as posted was 1.76563.

As per the change date the new interest rate will be 2.75% added to the libor. At current that will bring the rate to 4.51%.

As such, request is made that this loan be modified to reflect this rate, interest only at 4.51% APR, up to the September, 2010. After the September , 2010 date the payment calculation will be as set forth in the "adjustable rate note".

Please note that at present I loose $400.00 +/- monthly after all bills are paid.

It is to everyone's advantage to modify this loan.

All other terms of the loan will remain the same, including its "no doc" status

I would like this to take effect for the next payment due on March 1, 2009.

Additionally, would you please let me know who the lender or investor (current mortgage holder) is; name , address and phone number.

Also please send information about your "deed in lieu of foreclosure" program.

Sincerely,
Paul Hauke

Certified mail # 7005 1160 0000 6437 7775

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exhibit

"E"

PO Box 3041
Point Pleasant, NJ 08742
Feb 17, 2009
RE: 1205229100

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

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:
America's Servicing Co
3476 Stateview Blvd.
MAC ~~X7801-03K~~ 7801-03K
Fort Mill SC
29715

COMPLETE THIS SECTION ON DELIVERY
A. Signature X ☐ Agent ☐ Addressee
B. Received by (Printed Name) C. Date of Delivery
D. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

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) 7005 1160 0000 6437 7775

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

This letter is a request for a l
and loan.

This is an interest only loan th
a loan with interest to be calc
of interbank offered rates for
London market (Libor), as pub

The most recent six month av

As per the change date the ne
At current that will bring the ra

As such, request is made that this loan be modified to reflect this rate in
4.51% APR, up to the September, 2010. After the Septem
calculation will be as set forth in the "adjustable rate note".

Please note that at present I loose $400.00 +/- monthly after

It is to everyone's advantage to modify this loan.

All other terms of the loan will remain the same, including its

I would like this to take effect for the next payment due on Marc

Additionally, would you please let me know who the lender or inve
mortgage holder) is; name , address and phone number.

Also please send information about your "deed in lieu of foreclosure"

U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)
For delivery information visit our website at www.usps.com®

FORT MILL SC 29715		0849
Postage	$ 0.42	10 Postmark Here
Certified Fee	$2.70	
Return Receipt Fee (Endorsement Required)	$2.20	
Restricted Delivery Fee (Endorsement Required)	$0.00	02/19 2009
Total Postage & Fees	$ $5.32	

Sent To America's Servicing Co
Street, Apt. No.; or PO Box No. 3476 Stateview Blvd. MAC X7801
City, State, ZIP+4 Fort Mill SC 29715

PS Form 3800, June 2002 See Reverse for Instructions

7005 1160 0000 6437 7775

Sincerely,
Paul Hauke

Certified mail # 7005 1160 0000 6437 7775

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

003239 1 AT 0 346 3239.003239/003906 016 02 AC02T8 LC101 106

Paul R Hauke
P O Box 3041
Point Pleasnat NJ 08742
1618 Blue Heron Court
Point Pleasant Beach NJ 08742-4805

Request for Additional Information

Notice Date: March 20, 2009 Loan Number: 1205229100, Client 106

We have received your inquiry concerning your mortgage loan. In order to process your request for Loan Modification, the following information is needed. The required documents are indicated for each specified borrower. (B1=Borrower, B2=Co-Borrower)

B1	B2	
XX	XX	1. Financial Worksheet with Hardship Explanation
..	..	2. Tax Return for ..
XX	XX	3. Proof of Income (paystub, SSI, child support)
..	..	4. Profit & Loss Statement
..	..	5. Listing Agreement
..	..	6. Signed Purchase Contract/Est. Closing Statement
XX	..	7. Hardship Explanation
..	..	8. Buyer's Pre-Qualification Letter

Comments:
We need a current signed and dated Financial WorkSheet, Proof of Income and Har
Please fax documents to 1-866-590-8910

If ALL of this information or a request for an extension is not received within ten (10) days, we will consider this request cancelled. Please note any collection and foreclosure action will continue uninterrupted until approval. Therefore, a timely response is essential.

If we can be of further assistance, please call us at (800)662-3806, Monday through Friday, 8 AM to 5 PM, Eastern Time.

America's Servicing Company is required by the Fair Debt Collection Practices Act to inform you that if your loan is currently delinquent or in default, as your loan servicer, we will be attempting to collect a debt, and any information obtained will be used for that purpose. However, if you have received a discharge, and the loan was not reaffirmed in the bankruptcy case, America's Servicing Company will only exercise its right as against the property and is not attempting any acto to collect the discharge debt from you personally.

exhibit

"F"

PO Box 3041
Point Pleasant, NJ 08742
April 9, 2009

RE: loan 1205229100
Client 106

608 Pine St
Asbury Park, NJ 07712

Americas Servicing Company
PO Box 10388
Des Moines, IA 50306-0388

Americas Servicing Company

In response to your letter of March 20, 2009 please note the following.

In my letter to you on Feb 17, 2009 I wrote to modify the loan so that instead of waiting until September, 2010 for the "6 month libor average" to be used to calculate the mortgage payment, the date be moved up so that I can take advantage of the resulting lower payment. For instance right now the "6 month libor average" is 1.70 %. This added to the 2.75% would be a total rate of 4.45 %.

The reason I wrote is because at present I loose about $400.00 per month on this rental. I had to reduce the rent majorly to keep the tenant.

I wanted this loan modification to be done by March 1, 2009. This letter is a duplicate request and I would like
to see it take effect no later than May 1, 2009. This loan is not delinquent. Under the very dire current economic
situation in Asbury Park and New Jersey it is to everyone's advantage to modify this loan immediately.

Other than this modification all other terms of the loan are to remain the same, including its "no doc" status.

Also, in my letter I requested that you supply me with the name , address, and phone number of the current lender or investor. As of today you have not. Immediately send me this information.

Also, I requested information on your "deed in lieu of foreclosure" program and as of today I have not received any such information. Please send this information immediately

While I'm waiting for your response, legal review will begin. I will update you of all findings.

Exhibit
"G"

I am anticipating that you will see the importance that this loan be modified immediately, and act accordingly

Sincerely,

Paul Hauke

Certified mail # 7007 2680 0002 5875 6144

7007 2680 0002 5875 6144

U.S. Postal Service
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DES MOINES IA 50306

Postage	$ $0.42	0840 APR 11 2009 Postmark Here
Certified Fee	$2.70	
Return Receipt Fee (Endorsement Required)	$2.20	
Restricted Delivery Fee (Endorsement Required)	$0.00	
Total Postage & Fees	$ $5.32	04/09/2009

Sent To: American Servicing Co
Street, Apt No., or PO Box No: PO Box 10388
City, State, ZIP+4: Des Moines IA 50306-0388

PS Form 3800, August 2006 — See Reverse for Instructions

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

American Servicing Co
PO Box 10388
Des Moines IA
50306-0388

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☐ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

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

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 2680 0002 5875 6144

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-15

ASC
AMERICA'S SERVICING COMPANY
Return Mail Operations
P.O. Box 10388
Des Moines, IA 50306-0388

April 28, 2009

Paul R Hauke
P . O Box 3041
Piont Pleasnat NJ 08742
1618 Blue Heron Court
Point Pleasant Beach NJ 08742

Dear Paul R Hauke :

RE: Loan Number 1205229100, Client 106

Thank you for contacting America's Servicing Company regarding your mortgage loan.

This letter is in response to your recent correspondence. Due to the time sensitive nature of your request, we ask that you speak directly to a Loss Mitigation representative as they have specialized training regarding workout options. If you wish to discuss the options available to you, please contact our Loss Mitigation department at (866) 248-5719.

If you have additional questions, please call our Customer Relations Department at (800)842-7654. A representative will be able to assist you between the hours of Mon - Fri 8am-6pm In Your Time Zone.

Sincerely,

America's Servicing Company

WC018/GPW

exhibit

"H"

June 29, 2009
PO Box 3041
Point Pleasant, NJ 08742

RE: 608 Pine St
Asbury Park, NJ 07712
1205229100

America's Servicing Co
PO Box 10388
Des Moines IA 50306-0388

Hello,

Since late 2008 I have been trying to settle issues with you regarding this mortgage, both by letter and phone calls. All attempts have been a waste of time because of your inability to follow up on your promises and take appropriate action to minimize losses.

I have reviewed your most recent letter to me outlining "available programs" and have noticed that there are many that we have discussed in the past and that I wanted to participate in and you agreed to, however you have not sent me the paperwork

Resolving the issues as to this mortgage is the best alternative , as follows.

1.) I have been asking that this loan interest adjust prior to the September, 2010 adjustment date. If you adjust to the current average 6 month wsj reported libor rate, this loan would be about 4.04 % , thereby dropping the total payment to about $1100.00 per month versus the current $1442.00 per month. This is my first choice option.
I have been requesting this for almost a year now. Since you have absolutely done nothing to resolve this matter, there are now arrears in the amount of $4432.75. To resolve this matter at this time you must add this balance to the loan amount which will not alter the $1100.00 monthly payment by much. There is no need for a foreclosure in this scenario, because the monthly payment is affordable. No foreclosure to be filed.

2.) The second option that was discussed with your company and your company agreeing to it was that I could sign the property over by way of "deed in lieu of foreclosure". If the above # 1 is not agreeable to you then send me the paperwork for this immediately and I will sign the house over to you. No foreclosure to be filed.

As per prior conversations with your company it was said by your employees that they want to "what's best" . There is no doubt that the above option #1 is the best for all. It is absolutely foolish and irresponsible for you to not accept this. If you are interested in protecti your "investor" and truly doing "what's best" then you must act quickly and approve option #1. If you do not then there is no doubt that you are acting against the best interest of the "investor" and you and you alone will be held accountable for your

Exhibit 1

June 29, 2009
PO Box 3041
Point Pleasant, NJ 08742

RE: 608 Pine St
Asbury Park, NJ 07712
1205229100

America's Servicing Co
PO Box 10388
Des Moines IA 50306-0388

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Resolving the issues as to this mortgage is the best alternative ,

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DES MOINES IA 50306

Postage	$ $0.44	0857
Certified Fee	$2.80	07
Return Receipt Fee (Endorsement Required)	$2.30	Postmark Here
Restricted Delivery Fee (Endorsement Required)	$0.00	
Total Postage & Fees	$ $5.54	07/01/2009

Sent To American Servicing Co.
Street, Apt. No., or PO Box No. PO Box 10388
City, State, ZIP+4 Des Moines IA 50306-0388

PS Form 3800, August 2006 See Reverse for Instructions

7007 2680 0002 5875 6090

1.) I have been asking that this loan interest adjust prior to the September, 2010 adjustment date. If you adjust to the current average 6 month wsj reported libor rate, this loan would be about 4.04 %, thereby dr [illegible] $1400.00 per month versus the current $1442.00 per mo
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at this time you must add
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2.) The second option that v
it was that I could sign th
above # 1 is not agreeabl
and I will sign the house

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- Attach this card to the back of the mailpiece, or on the front if space permits.

1 Article Addressed to
American Servicing Co.
PO Box 10388
Des Moines IA
50306-0388

COMPLETE THIS SECTION ON DELIVERY
A. Signature X [signature] ☐ Agent ☐ Addressee
B. Received by (Printed Name) JUL 05 2009 C. Date of Delivery
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 ☐ COD

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7007 2680 0002 5875 6090

PS Form 3811, August 2001 Domestic Return Receipt 102595-02-M-1540

decision and any and all losses associated with same.

As a third option please note the following. Your most recent letter talks about selling the home. I would have no problem with listing the house and trying to sell it subject to the following. Option # 1 above must be agreed to , with the new payment set at the current average six month wsj reported labor (currently approximately 4.04 %) , all arrears rolled in, and a twelve month (12) listing agreement. This way the loan will be current as the house is listed for sale. No foreclosure to be filed.

At this time the decision is yours, please let me know in writing. I expect to hear from you within fourteen calendar days of you receiving this letter. Please do not procrastinate any further. If you decide to reject all of the above proposals to resolve this matter, your "investor" and you will definitely suffer losses because of your inaction and rejection. This house is in Asbury Park, NJ , a town that has been hit extremely hard by this "recession". Property values and rents have plummeted beyond belief. I am offering you and your "investor" numerous opportunities to suffer no losses. Failure to act on your part immediately will absolutely cause losses to your "investor".

Also I have been asking for over a year now for proof that you are actually the legal representative for the "investor" and I have requested in addition the name of this mysterious "investor". When you write to me with the update as to what decision you make please include this proof and information.

Additionally, as discussed in the past with your company, I am requesting an early "modification" of this mortgage; you have suggested a "deed in lieu of foreclosure" or a sale of the real estate. As such and considering this loan is a "no doc" loan, there is no need for a personal financial statement and none has been or will be submitted.

Sincerely,

Paul Hauke
732-899-8952

Note: Policy and decision makers only may call me with questions, and only regarding the above suggested options. However, a written decision is expected within the time frame as outline above.

Certified mail # 7007 2680 0002 5875 6090

October 21, 2009
PO Box 3041
Point Pleasant, NJ 08742
RE: ASC - #1205229100

America's Servicing Company
PO Box 10388
Des Moines, IA 50306-0388
Certified mail # 7003 1680 0001 8646 0752

Hello,

As per all recent letters received about the above referenced mortgage, please note the following.

I have been trying for the last year to resolve issues regarding this mortgage. ASC Mortgage has been totally un-cooperative and has been and still is acting in an extremely unconscionable manner. I have written and called, supplied information, and spoke to various individuals, all to no avail. I have never been given any specific representative's or person's name and address and phone number. I have always been told to call and "talk to anyone".

I am in the process of conducting a complete exam, audit, review and accounting of this mortgage account from it's inception through the present date. All requests to ASC Mortgage, both TILA and otherwise have gone unanswered. At present the information that I have disputes the validity of your lawful ownership, funding, balance, entitlement right to the current debt you allege I owe. My review shows and substantiates your numerous violations in regard to this alleged debt, without limitation, of the New Jersey Consumer Fraud Act, the Federal Fair Housing Act, the Federal Civil Rights Act, and the Federal Truth In Lending Act.
By debt, without limitation, I am referring to the principal balance you claim I owe, the calculated monthly payments, calculated escrow payment, any fees claimed to be owed to you or any trust or entity you may service or sub-service for.

Depending on further discovery the amount owed on this note will be at the lowest amount $000,000.00 (zero dollars) and at the highest amount $105,000.00.

I have made numerous settlement offers in the past , which were not accepted, that are now void.

I am today making one last offer to settle this account, as follows:

Mortgage Balance:	$105,000.
Interest Rate :	3.35% interest only (based on current "six month libor" plus 2.75 %. Early adjustment , interest only now

exhibit
"J"

(See adjustment set for October, 2010 below)

Payment $293. monthly plus escrow starting January 1,2010

Adjustments: Starting payment for October 10, 2010 principal and interest payment on "six month libor". At current six month libor .58500 plus plus 2.75 %, equate to 3.335 %. If remains same payment would b monthly plus escrow.

All alleged delinquent payments waived. Any current neg to amortized over seven year period , payable with month with the option to prepay it at any time prior. No negativ

This letter is not meant in any way to be an acknowledgem money to ASC Mortgage or any prior or future mortgagee c

I am currently contemplating selling this home and the pros are fair. However, one must realize that the time frame for sale , even if contracted today, is four to six months. I woul off the mortgage upon closing. Of course that will depend o price and the agreed upon mortgage balance. A foreclosure greatly reduce the sales price and force a sale below fair ma as it is viewed by many as a distress sale. Therefore, demand is made to forego any foreclosure filing so as to allow time for all parties to resolve all issues ami

I would prefer not to litigate th my position is very well suppor

Awaiting your response. Please

Sincerely,
Paul R Hauke
Property Owner

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DES MOINES IA 50306

Postage	$ $0.44	0840
Certified Fee	$2.80	05 Postmark Here
Return Receipt Fee (Endorsement Required)	$2.30	
Restricted Delivery Fee (Endorsement Required)	$0.00	
Total Postage & Fees	$ $5.54	10/2[illegible]/2009

Sent To American Servicing Company
Street, Apt. No., or PO Box No. Po Box 10388
City, State, ZIP+4 Des Moines IA 50306-0

7003 1680 0001 8646 0752

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:
American Servicing Co.
Po Box 10388
Des Moines IA
50306-0388

COMPLETE THIS SECTION ON DELIVERY
A. Signature X
B. Received by (Printed Name) C. Date
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) 7003 1680 0001 8646 0752

PS Form 3811, August 2001 Domestic Return Receipt 102

(See adjustment set for October, 2010 below)

Payment : $293. monthly plus escrow starting January 1,2010

Adjustments: Starting payment for October 10, 2010 principal and interest payment on "six month libor". At current six month libor .58500 plus plus 2.75 %, equate to 3.335 %. If remains same payment would be $510.76 monthly plus escrow.

All alleged delinquent payments waived. Any current negative escrow to amortized over seven year period , payable with monthly payment, with the option to prepay it at any time prior. No negative credit report at all.

This letter is not meant in any way to be an acknowledgement that I owe any money to ASC Mortgage or any prior or future mortgagee or servicer

I am currently contemplating selling this home and the prospects for a sale are fair. However, one must realize that the time frame for completing a sale , even if contracted today, is four to six months. I would like to be able to pay off the mortgage upon closing. Of course that will depend on the final sales price and the agreed upon mortgage balance. A foreclosure action could greatly reduce the sales price and force a sale below fair market value, as it is viewed by many as a distress sale. Therefore, demand is made to forego any foreclosure filing so as to allow time for all parties to resolve all issues amicably and in the most advantageous way for all.

I would prefer not to litigate this matter, even though as a litigator I believe my position is very well supported.

Awaiting your response. Please respond in writing.

Sincerely,
Paul R Hauke
Property Owner

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Paul Ha
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Point ple

Address From.
Paul R Hauke
PO Box 3041
Point Pleasant, NJ 08742

Property Address:
608 Pine St
Asbury Park, NJ 07712

Loan # 1205229100

To.
America's Servicing Co.
PO Box 10388
Des Moines, IA 50306-0388

Certified Mail #7007 1490 0000 1540 9483

Date:July 30, 2009

QUALIFIED WRITTEN REQUEST, COMPLAINT, DISPUTE OF DEBT AND VALIDATION OF DEBT LETTER, TILA REQUEST

This letter is a "qualified written request" in compliance with and under the Real Estate Settlement Procedures Act, 12 U.S.C. Section 2605(e).

Reference: Account #1205229100 (hereinafter the subject loan and is the reference for all questions and requests described below).

Dear Sir or Madam:

I am writing to you to complain about the accounting and servicing of this mortgage and my need for understanding and clarification of various sale, transfer, funding source, legal and beneficial ownership, charges, credits, debits, transactions, reversals, actions, payments, analyses and records related to the servicing of this account from its origination to the present date.

To date, the documents and information I have, that you have sent me, and the conversations with your service representatives have been unproductive and have not answered my questions

Needless to say, I am very concerned. With all the news lately regarding the stories of predatory lending, you have left me feeling that there is something you are trying to hide I worry that potential fraudulent and deceptive practices by unscrupulous mortgage

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006 (Reverse) PSN 7530

OSTAL SERVICE

. Please print you

PAU

Exhibit
"K"

PH Com

Address From:
Paul R Hauke
PO Box 3041
Point Pleasant, NJ 08742

Property Address:
608 Pine St
Asbury Park, NJ 07712

Loan # 1205229100

To.
America's Servicing Co.
PO Box 10388
Des Moines, IA 50306-0388

Certified Mail #7007 1490 0000 1540 9483

Date:July 30, 2009

7007 1490 0000 1540 9483

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For delivery information visit our website at www.usps.com®
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DES MOINES IA 50306

Postage	$ $1.39
Certified Fee	$2.80
Return Receipt Fee (Endorsement Required)	$2.30
Restricted Delivery Fee (Endorsement Required)	$0.00
Total Postage & Fees	$ $6.49

USPS 0840 12 Postmark Here JUL 30 2009 POINT PLEASANT NJ 08742
07/30/2009

Sent To America's Servicing Co
Street, Apt No., or PO Box No. PO Box 10388
City, State, ZIP+4 Des Moines IA 50306-0388
PS Form 3800, August 2006 See Reverse for Instructions

QUALIFIED WRITT
VALIDA

This letter is a "qualifie
Estate Settlement Proce

Reference: Account #12
all questions and request

Dear Sir or Madam:

I am writing to you to cc
my need for understandi
legal and beneficial own
payments, analyses and
origination to the presen

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:
America's Servicing Co.
PO Box 10388
Des Moines IA
50306-0388

COMPLETE THIS SECTION ON DELIVERY
A. Signature X [signature] ☐ Agent ☐ Addressee
B. Received by (Printed Name)
C. Date of Delivery AUG 04 2009
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 0000 1540 9483

PS Form 3811, August 2001 Domestic Return Receipt 102595-02-M-1540

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Needless to say, I am very concerned. With all the news lately regarding the stories of predatory lending, you have left me feeling that there is something you are trying to hide. I worry that potential fraudulent and deceptive practices by unscrupulous mortgage

PH Copy

accounting tricks and practices may have also negatively affected any credit rating, mortgage account and/or the debt or payments that I am currently, or may be legally obligated to

I hereby demand absolute 1st hand evidence from you of the original uncertificated or certificated security regarding account # 12052209100 In the event you do not supply me with the very security it will be a positive confirmation on your part that you never really created and owned one.

I also hereby demand that a chain of transfer from the security inception to wherever the security is now be promptly sent to me as well. Absent the actual evidence of the security I have no choice but to dispute the validity of your lawful ownership, funding, entitlement right, and the current debt you say I owe By debt I am referring to the principal balance you claim I owe, the calculated monthly payment, calculated escrow payment and any fees claimed to be owed by you or any trust or entity you may service or sub-service for.

To independently validate this debt, I need to conduct a complete exam, audit, review and accounting of this mortgage account from its inception through the present date Upon receipt of this letter, please refrain from reporting any negative credit information (if any) to any credit-reporting agency until you respond to each of the requests

I also request that you conduct your own investigation and audit of this account since its inception to validate the debt you currently claim I owe. I would like you to validate the debt so that it is accurate to the penny!

Please do not rely on previous servicing companies or originators records, assurances or indemnity agreements and refuse to conduct a full audit and investigation of this account.

I understand that potential abuses by you or previous servicing companies could have deceptively, wrongfully, unlawfully, and/or illegally
Increased the amounts of monthly payments;
Increased the principal balance I owe;
Increased the escrow payments,
Increased the amounts applied and attributed toward interest on this account,
Decreased the proper amounts applied and attributed toward the principal on this account, and/or
Assessed, charged and/or collected fees, expenses and miscellaneous charges I am not legally obligated to pay under this mortgage, note and/or deed of trust

I request you insure that I have not been the victim of such predatory servicing and lending practices

To insure this, I have authorized a thorough review, examination, accounting and audit of mortgage account #1205229100 by mortgage auditing and predatory servicing or lending experts This exam and audit will review this mortgage account file from the date of

initial contact, application and the origination of this account to the present date written above

Again, this is a Qualified Written Request under the Real Estate Settlement Procedures Act, codified as Title 12 section 2605(e) of the United States Code as well as a request under the Truth In Lending Act 15 U S C section 1601 RESPA provides substantial penalties and fines for non-compliance or failure to answer my questions provided in this letter within sixty (60) days of its receipt

In order to conduct the examination and audit of this loan, I need to have full and immediate disclosure including copies of all pertinent information regarding this loan The documents requested and answers to my questions are needed by myself and others to ensure that this loan

1-Was originated in lawful compliance with all federal and state laws, regulations including, but not limited to Title 62 of the Revised Statutes, RESPA, TILA, Fair Debt Collection Practices Act, HOEPA and other laws;

2-That the origination and/or any sale or transfer of this account or monetary instrument, was conducted in accordance with proper laws and was a lawful sale with complete disclosure to all parties with an interest;

3-That you disclose the claimed holder in due course of the monetary instrument/deed of trust/asset is holding such note in compliance with statutes, State and Federal laws and is entitled to the benefits of payments;

4-That all good faith and reasonable disclosures of transfers, sales, Power of Attorney, monetary instrument ownership, entitlements, full disclosure of actual funding source, terms, costs, commissions, rebates, kickbacks, fees etc. were and still are properly disclosed to me, including but not limited to the period commencing with the original loan solicitation through and including any parties, instruments, assignments, letters of transmittal, certificates of asset backed securities and any subsequent transfer thereof,

5-That each servicers and/or sub-servicers of this mortgage has serviced this mortgage in accordance with statute, laws and the terms of mortgage, monetary instrument/deed of trust, including but not limited to all accounting or bookkeeping entries commencing with the original loan solicitation through and including any parties, instruments, assignments, letters of transmittal, certificates of asset backed securities and any subsequent transfer thereof;

6-That each servicers and/or sub-servicers of this mortgage has serviced this mortgage in compliance with local, state and federal statutes, laws and regulations commencing with the original loan solicitation through and including any parties, instruments, assignments, letters of transmittal, certificates of asset backed securities and any subsequent transfer thereof, ;

letters of transmittal, certificates of asset backed securities and any subsequent transfer thereof, ,

7-That this mortgage account has been credited, debited, adjusted, amortized and charged correctly and disclosed fully commencing with the original loan solicitation through and including any parties, instruments, assignments, letters of transmittal, certificates of asset backed securities and any subsequent transfer thereof;

8-That interest and principal have been properly calculated and applied to this loan,

9-That any principal balance has been properly calculated, amortized and accounted for,

10-That no charges, fees or expenses, not obligated by me in any agreement, have been charged, assessed or collected from this account or any other related account arising out of the subject loan transaction

In order to validate this debt and audit this account, I need copies of pertinent documents to be provided to me I also need answers, certified, in writing, to various servicing questions. For each record kept on computer or in any other electronic file or format, please provide a paper copy of all information in each field or record in each computer system, program or database used by you that contains any information on this account or my name

As such, please send to me, at the "address from" above, copies of the documents requested below as soon as possible. Please also provide copies, front and back, of the following documents regarding account #1205229100:

1-Any certificated or uncertificated security used for the funding of this account;

2-Any and all "Pool Agreement(s)" or "servicing agreements" between the nominal lender at the loan closing and any party or parties who could claim an interest in the loan closing or documents pertaining thereto and any government sponsored entity, hereinafter GSE or other party,

3-Any and all "Deposit Agreement(s)" between the nominal lender at the loan closing and any party or parties who could claim an interest in the loan closing or documents pertaining thereto and any GSE or other party;

4-Any and all "Servicing Agreement(s)" between the nominal lender at the loan closing and any party or parties who could claim an interest in the loan closing or documents pertaining thereto and any GSE or other party,

5-Any and all "Custodial Agreement(s)" between the nominal lender at the loan closing and any party or parties who could claim an interest in the loan closing or documents pertaining thereto and any GSE or other party,

7-Any and all "Issuer Agreement(s)" between the nominal lender at the loan closing and any party or parties who could claim an interest in the loan closing or documents pertaining thereto and any GSE or other party,

8-Any and all "Commitment to Guarantee" agreement(s) between the nominal lender at the loan closing and any party or parties who could claim an interest in the loan closing or documents pertaining thereto and any GSE or other party,

9-Any and all "Release of Document" agreement(s) between the nominal lender at the loan closing and any party or parties who could claim an interest in the loan closing or documents pertaining thereto and any GSE or other party;

10-Any and all "Master Agreement for Servicer's Principal and Interest Custodial Account" between the nominal lender at the loan closing and any party or parties who could claim an interest in the loan closing or documents pertaining thereto and any GSE or other party;

11-Any and all "Servicer's Escrow Custodial Account" between the nominal lender at the loan closing and any party or parties who could claim an interest in the loan closing or documents pertaining thereto and any GSE or other party,

12-Any and all "Release of Interest" agreement(s) between the nominal lender at the loan closing and any party or parties who could claim an interest in the loan closing or documents pertaining thereto and any GSE or other party;

13-Any Trustee agreement(s) between the nominal lender at the loan closing and any party or parties who could claim an interest in the loan closing or documents pertaining thereto and trustee(s) regarding this account or pool accounts with any GSE or other party,

Please also send me copies, front and back, of.

1-Any documentation evidencing any trust relationship regarding the Mortgage/Deed of Trust **and** any Note in this matter;

2-Any and all document(s) establishing any Trustee of record for the Mortgage/Deed of Trust **and** any Note,

3-Any and all document(s) establishing the date of any appointment of Trustee Mortgage/Deed of Trust **and** any Note, including any and all assignments or transfers or nominees of any substitute trustees(s);

4-Any and all document(s) establishing any Grantor for this Mortgage/Deed of Trust **and** any Note;

5-Any and all document(s) establishing any Grantee for this Mortgage/Deed of Trust **and** any Note;

6-Any and all document(s) establishing any Beneficiary for this Mortgage/Deed of Trust **and** any Note,

7-Any documentation evidencing the Mortgage/Deed of Trust is **not** a constructive trust or any other form of trust;

8-All data, information, notations, text, figures and information contained in your mortgage servicing and accounting computer systems including, but not limited to Alltel or Fidelity CPI system, or any other similar mortgage servicing software used by you, any servicers, or sub-servicers of this mortgage account from the inception of this account to the date written above

9-All descriptions and legends of all Codes used in your mortgage servicing and accounting system so the examiners and auditors and experts retained to audit and review this mortgage account may properly conduct their work

10-All assignments, transfers, allonge, or other documents evidencing a transfer, sale or assignment of this mortgage, deed of trust, monetary instrument or other document that secures payment by me to this obligation in this account from the inception of this account to the present date including any such assignment on MERS

11-All records, electronic or otherwise, of assignments of this mortgage, monetary instrument or servicing rights to this mortgage including any such assignments on MERS.

12-All deeds in lieu, modifications to this mortgage, monetary instrument or deed of trust from the inception of this account to the present date

13-The front and back of each and every canceled check, money order, draft, debit or credit notice issued to any servicers of this account for payment of any monthly payment, other payment, escrow charge, fee or expense on this account

14-All escrow analyses conducted on this account from the inception of this account until the date of this letter.

15-The front and back of each and every canceled check, draft or debit notice issued for payment of closing costs, fees and expenses listed on any and all disclosure statements including, but not limited to, appraisal fees, inspection fees, title searches, title insurance fees, credit life insurance premiums, hazard insurance premiums, commissions, attorney fees, points, etc.

16-Front and back copies of all payment receipts, checks, money orders, drafts, automatic debits and written evidence of payments made by others or me on this account.

17-All letters, statements and documents sent to me by your company

18-All letters, statements and documents sent to me by agents, attorneys or representatives of your company.

19-All letters, statements and documents sent to me by previous servicers, sub-servicers or others in your account file or in your control or possession or in the control or possession of any affiliate, parent company, agent, sub-servicers, servicers, attorney or other representative of your company.

20-All letters, statements and documents contained in this account file or imaged by you, any servicers or sub-servicers of this mortgage from the inception of this account to the present date.

21-All electronic transfers, assignments and sales of the note/asset, mortgage, deed of trust or other security instrument

22-All copies of property inspection reports, appraisals, BPOs and reports done on my property.

23-All invoices for each charge such as inspection fees, BPOs, appraisal fees, attorney fees, insurance, taxes, assessments or any expense which has been charged to this mortgage account from the inception of this account to the present date

24-All checks used to pay invoices for each charge such as inspection fees, BPOs, appraisal fees, attorney fees, insurance, taxes, assessments or any expense which has been charged to this account from the inception of this account to the present date

25-All agreements, contracts and understandings with vendors that have been paid for any charge on this account from the inception of this account to the present date

26-All account servicing records, payment payoffs, payoff calculations, ARM audits, interest rate adjustments, payment records, transaction histories, account histories, accounting records, ledgers, and documents that relate to the accounting of this account from the inception of this account to the present date

27-All account servicing transaction records, ledgers, registers and similar items detailing how this account has been serviced from the inception of this account to the present date

Further, in order to conduct the audit and review of this account, and to determine all proper amounts due, I need the following answers to questions concerning the servicing and accounting of this mortgage account from its inception to the present date Accordingly, please provide me, in writing, the answers to the following questions:

In regards to Account Accounting and Servicing Systems

1-Please identify for me each account accounting and servicing system used by you and any sub-servicers or previous servicers from the inception of this account to the present date so that experts can decipher the data provided

2-For each account accounting and servicing system identified by you and any sub-servicers or previous servicers from the inception of this account to the present date, please provide the name and address of the company that designed and sold the system.

3-For each account accounting and servicing system used by you 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 I, and others can adequately audit this account

In regards to Debits and Credits:

1-In a spreadsheet form or in letter form in a columnar format, please detail for me 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.

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

3-For each debit and credit listed, please provide me with the definition for each corresponding transaction code you utilize.

4-For each transaction code, please provide the master transaction code list used by you or previous servicers

In regards to Mortgage and Assignments:

1-Has each sale, transfer or assignment of this mortgage, monetary instrument, deed of trust or any other instrument I executed to secure this debt been recorded in the county property records in the county and state in which my property is located from the inception of this account to the present date? Yes or No?

2-If not, why?

3-Is your company the servicer of this mortgage account or the holder in due course and beneficial owner of this mortgage, monetary instrument and/or deed of trust?

4-Have any sales, transfers or assignments of this mortgage, monetary instrument, deed of trust or any other instrument I executed to secure this debt been recorded in any electronic fashion such as MERS or other internal or external recording system from the inception of this account to the present date? Yes or No?

5-If yes, please detail for me the names of the seller, purchaser, assignor, assignee or any holder in due course to any right or obligation of any note, mortgage, deed of trust or security instrument I executed securing the obligation on this account that was not recorded in the county records where my property is located whether they be mortgage servicing rights or the beneficial interest in the principal and interest payments

In regards to Attorney Fees:

For purposes of the questions below dealing with attorney fees, please consider attorney fees and legal fees to be one in the same

1-Have attorney fees ever been assessed to this account from the inception of this account to the present date? Yes or No?

2-If yes, please detail each separate assessment, charge and 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.

3-Have attorney fees ever been charged to this account from the inception of this account to the present date? Yes or No?

4- If yes, please detail each separate charge 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

5-Have attorney fees ever been collected from this account from the inception of this account to the present date? Yes or No?

6-If yes, please 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.

7-Please provide me with 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 the present date.

8-Please identify for me in writing the provision, paragraph, section or sentence of any note, mortgage, deed of trust or any agreement I signed that authorized the assessment, charge or collection of attorney fees

9-Please detail and list for me in writing 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

10- Please detail and list for me in writing 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

11-Please detail and list for me in writing any adjustments in attorney fees assessed and on what date such adjustment was made and the reason for such adjustment

12- Please detail and list for me in writing any adjustments in attorney fees collected and on what date such adjustment was made and the reason for such adjustment.

13-Has interest been charged on any attorney fees assessed or charged to this account? Yes or No?

14-Is interest allowed to be assessed or charged on attorney fees charged or assessed to this account? Yes or No?

15-How much total in attorney fees have been assessed to this account from the inception to the present date?

16-How much total in attorney fees have been collected from this account from the inception to the present date?

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

18-Please send me copies of all invoices and detailed billing statements from any law firm or attorney that has billed such fees that have been assessed or collected from this account from the inception to the present date

In regards to Suspense/Unapplied Accounts:

For purposes of this section, please treat the term suspense account and unapplied account as one in the same.

1-Has there been any suspense or unapplied account transactions on this account from the inception of this account until the present date? Yes or No?

2-If yes, please 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

3-In a spreadsheet or in letter form in a columnar format, please detail for me each and every suspense or unapplied transaction, both debits and credits that has occurred on this account from the inception of this account to the present date

In regards to late fees:

For purposes of my questions below dealing with late fees, please consider the terms late fees and late charges to be one in the same.

1-Have you reported the collection of late fees on this account as interest in any statement to me or to the IRS? Yes or No?

2-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 me or to the IRS? Yes or No?

3-Do you consider the payment of late fees as liquidated damages to you for not receiving payment on time? Yes or No?

4-Are late fees considered interest? Yes or No?

5-Please detail for me in writing what expenses and damages you incurred for any payment I made that was late

6-Were any of these expenses or damages charged or assessed to this account in any other way? Yes or No?

7-If yes, please describe what expenses or damages were charged or assessed to this account

8-Please describe for me in writing what expenses you or others undertook due to any payment I made, which was late

9- Please describe for me in writing what damages you or others undertook due to any payment I made, which was late.

10-Please identify for me in writing the provision, paragraph, section or sentence of any note, mortgage, deed of trust or any agreement I signed that authorized the assessment or collection of late fees

11-Please detail and list for me in writing each separate late fee assessed to this account and for which corresponding payment period or month such late fee was assessed from the inception of this account to the present date

12-Please detail and list for me in writing each separate late fee collected from this account and for which corresponding payment period or month such late fee was collected from the inception of this account to the present date

13-Please detail and list for me in writing any adjustments in late fees assessed and on what date such adjustment was made and the reason for such adjustment

14-Has interest been charged on any late fee assessed or charged to this account? Yes or No?

15-Is interest allowed to be assessed or charged on late fees to this account? Yes or No?

16-Have any late charges been assessed to this account? Yes or No?

17-If yes, how much in total late charges have been assessed to this account from the inception of this account to the present date?

18-Please provide me with the exact months or payment dates you or other previous servicers or sub-servicers of this account claim I have been late with a payment from the inception of this account to the present date.

19-Have late charges been collected on this account from the inception of this account to the present date? Yes or No?

20-If yes, how much in total late charges have been collected on this account from the inception of this account to the present date?

In regards to Property Inspections:

For the purpose of this section property inspection and inspection fee refer to any inspection of property by any source and any related fee or expense charged, assessed or collected for such inspection

1-Have any property inspections been conducted on my property from the inception of this account to the present date? Yes or No?

2-If your answer is no, you can skip the rest of the questions in this section concerning property inspections

3-If yes, please tell me the date of each property inspection conducted on my property that is the secured interest for this mortgage, deed of trust or note

4-Please tell me the price charged for each property inspection

5-Please tell me the date of each property inspection.

6-Please tell me the name and address of each company and person who conducted each property inspection on my property.

7-Please tell me why property inspections were conducted on my property.

8-Please tell me how property inspections are beneficial to me

9-Please tell me how property inspections are protective of my property

10-Please explain to me your policy on property inspections.

11-Do you consider the payment of inspection fees as a cost of collection? Yes or No?

12-If yes, why?

13-Do you use property inspections to collect debts? Yes or No?

14-Have you used any portion of the property inspection process on my property to collect a debt or inform me of a debt, payment or obligation I owe? Yes or No?

15-If yes, please answer when and why?

16-Please identify for me in writing the provision, paragraph, section or sentence of any note, mortgage, deed of trust or any agreement I signed that authorized the assessment or collection of property inspection fees.

17-Have you labeled in any record or document sent to me a property inspection as a miscellaneous advance? Yes or No?

18-If yes, why?

19-Have you labeled in any record or document sent to me a property inspection as a legal fee or attorney fee? Yes or No?

20-If yes, why?

21-Please detail and list for me in writing each separate inspection fee assessed to this account and for which corresponding payment period or month such fee was assessed from the inception of this account to the present date

22- Please detail and list for me in writing each separate inspection fee collected from this account and for which corresponding payment period or month such fee was collected from the inception of this account to the present date

23-Please detail and list for me in writing any adjustments in inspection fees assessed and on what date such adjustment was made and the reasons for such adjustment?

24- Please detail and list for me in writing any adjustments in inspection fees collected and on what date such adjustment was made and the reasons for such adjustment?

25-Has interest been charged on any inspection fees assessed or charged to this account? Yes or No?

26-If yes, when and how much was charged?

27-Is interest allowed to be charged on inspection fees charged or assessed to this account? Yes or No?

28-How much total in inspection fees has been assessed to this account from the inception of this account to the present date?

29-How much total in inspection fees has been collected on this account from the inception of this account to the present date?

30-Please forward to me copies of all property inspections made on my property in this mortgage account file.

31-Has any fee charged or assessed for property inspections been placed into an escrow account? Yes or No?

In regards to BPO Fees:

1-Have any BPOs (Broker Price Opinions) been conducted on my property? Yes or No?

2- If your answer is no, you can skip the rest of the questions in this section concerning BPOs.

3-If yes, please tell me the date of each BPO conducted on my property that is the secured interest for this mortgage, deed of trust or note.

4-Please tell me the price of each BPO

5-Please tell me who conducted the BPO.

6-Please tell me why BPOs were conducted on my property

7-Please tell me how BPOs are beneficial to me

8-Please tell me how BPOs are protective of my property

9-Please explain your policy on BPOs

10-Have any BPO fees been assessed to this account? Yes or No?

11-If yes, how much in total BPO fees have been charged to this account?

12-Please identify for me in writing the provision, paragraph, section or sentence of any note, mortgage, deed of trust or any agreement I signed that authorized the assessment, charge or collection of a BPO fee from me

13-Please send to me copies of all BPO reports that have been done on my property.

14-Has any fee charged or assessed for a BPO been placed into an escrow account? Yes or No?

In regards to Force-Placed Insurance:

1-Have you placed or ordered any force-placed insurance policies on my property?

2-If yes, please tell me the date of each policy ordered or placed on my property that is the secured interest for this mortgage, deed of trust or note

3-Please tell me the price of each policy.

4-Please tell me the agent for each policy.

5-Please tell me why each policy was placed on my property.

6-Please tell me how the policies are beneficial to me

7-Please tell me how the policies are protective of my property.

8-Please explain to me your policy on force-placed insurance.

9-Have any force-placed insurance fees been assessed to this account? Yes or No?

10-If yes, how much in total force-placed insurance fees have been assessed to this account?

11-Have any force-placed insurance fees been charged to this account? Yes or No?

12-If yes, how much in total force-placed insurance fees have been charged to this account?

13-Please identify for me in writing the provision, paragraph, section or sentence of any note, mortgage, deed of trust or any agreement I signed that authorized the assessment, charge or collection of force-placed insurance fees from me

14-Do you have any relationship with the agent or agency that placed any policies on my property? If yes, please describe.

15-Do you have any relationship with the carrier that issued any policies on my property? If yes, please describe.

16-Has the agency or carrier you used to place a forced-placed insurance on my property provided you any service, computer system, discount on policies, commissions, rebates or any form of consideration? If yes, please describe.

17-Do you maintain a blanket insurance policy to protect your properties when customer policies have expired? Yes or No?

18-Please send to me copies of all forced-placed insurance policies that have been ordered on my property from the inception of this account to the present date.

In regards to Servicing:

For each of the following questions listed below, please provide me with a detailed explanation in writing that answers each question. In addition, I need the following answers to questions concerning the servicing of this account from its inception to the present date

1-Did the originator or previous servicers of this account have any financing agreements or contracts with your company or an affiliate of your company?

2-Did the originator or previous servicers of this account have any financing agreements or contracts with your company or an affiliate of your company?

3-Did the originator or previous servicers of this account receive any compensation, fee, commission, payment, rebate or other financial consideration from your company or affiliate of your company 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 your company or any affiliate.

4-Please identify for me where the originals of this entire account file are currently located and how they are being stored, kept and protected.

5-Where is the original monetary instrument or mortgage I signed located? Please describe its physical location and anyone holding this note as a custodian or trustee if applicable.

6-Where is the original deed of trust or mortgage and note I signed located? Please describe its physical location and anyone holding this note as a custodian or trustee if applicable.

7-Since the inception of this account, has there been any assignment of my monetary instrument/asset to any other party? If the answer is yes, identify the names and addresses of each and every individual, party, bank, trust or entity that has received such assignments.

8-Since the inception of this account, has there been any assignment of the deed of trust or mortgage and note to any other party? If the answer is yes, identify the names and addresses of each and every individual, party, bank, trust or entity that has received such assignments.

9- Since the inception of this account, has there been any sale or assignment of the servicing rights to this mortgage account to any other party? If the answer is yes, identify the names and addresses of each and every individual, party, bank, trust or entity that has received such assignments or sale.

10-Since the inception of this account, have any sub-servicers serviced any portion of this mortgage account? If the answer is yes, identify the names and addresses of each and every individual, party, bank, trust or entity that has sub-serviced this mortgage account.

11-Has this mortgage account been made a part of any mortgage pool since the inception of this loan? If yes, please identify for me each and every account mortgage pool that this mortgage has been a part of from the inception of this account to the present date.

12-Has each and every assignment of my asset/monetary instrument been recorded in the county land records where the property associated with this mortgage account is located?

13-Has there 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, identify the name and address of each and every individual, entity, party, 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.

14-Have there been any investors (as defined by your industry) 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, identify the name and address of each and every individual, entity, organization and/or trust.

15-Please identify for me the parties and their addresses to all sales contracts, servicing agreements, assignments, alonges, transfers, indemnification agreements, recourse agreements and any agreement related to this account from the inception of this account to the present date.

16-Please provide me with copies of all sales contracts, servicing agreements, assignments, alonges, transfers, indemnification agreements, recourse agreements and

any agreement related to this account from the inception of this account to the present date.

17-How much was paid for this individual mortgage account by you?

18-If part of a mortgage pool, what was the principal balance used by you to determine payment for this individual mortgage loan?

19-If part of a mortgage pool, what was the percentage paid by you of the principal balance above used to determine purchase of this individual mortgage loan?

20-Who did you issue a check or payment to for this mortgage loan?

21-Please provide me with copies of the front and back of the canceled check

22-Did any investor approve of the foreclosure of my property? Yes or No?

23-Has HUD assigned or transferred foreclosure rights to you as required by 12 USC 3754?

24-Please identify all persons who approved the foreclosure of my property

Please provide me with the documents I have requested and a detailed answer to each of my questions within the lawful time frame. Upon receipt of the documents and answers, an exam and audit will be conducted that may lead to a further document request and answers to questions under an additional RESPA Qualified Written Request letter

It is my hope that you answer this RESPA request in accordance with law and the questions, documents and validation of debt to the penny and correct abuses or schemes uncovered and documented.

Default Provisions under this QUALIFIED WRITTEN REQUEST

America's Servicing Co or any agents, transfers, or assigns omissions of or agreement by silence of this RESPA REQUEST via certified rebuttal of any and all points herein this RESPA REQUEST, agrees and consents to including but not limited by any violations of law and/or immediate terminate/remove any and all right, title and interest (liens) in Paul R Hauke or any property or collateral connected to Paul R Hauke or account #1205229100 and waives any and all immunities or defenses in claims and or violations agreed to in this RESPA REQUEST including but not limited by any and all

1-Paul R Hauke's right, by breach of fiduciary responsibility and fraud and misrepresentation revocation and rescinding any and all power of attorney or appointment America's Servicing Co. may have or may have had in connection with

account #1205229100 and any property and/or real estate connected with account #1205229100.

2-Paul R Hauke's right to have any certificated or uncertified security re-registered in Paul R Hauke's, and only Paul R Hauke's name

3-Paul R Hauke's right of collection via America's Servicing Co's liability insurance and/or bond

4-Paul R Hauke's entitlement in filing and executing any instruments, as power of attorney for and by America's Servicing Co , including but not limited by a new certificated security or any security agreement perfected by filing a UCC Financing Statement with the Secretary of State in the State where America's Servicing Co is located.

5-Paul R Hauke's right to damages because of America's Servicing Co's wrongful registration, breach of intermediary responsibility with regard to Paul R Hauke's asset by America's Servicing Co issuing to Paul R Hauke a certified check for the original value of Paul R Hauke's monetary instrument

6-Paul R Hauke's right to have account #1205229100 completely set off because America's Servicing Co's wrongful registration, breach of intermediary responsibility with regard to Paul R Hauke's monetary instrument/asset by America's Servicing Co sending confirmation of set off of wrongful liability of Paul R Hauke and issuing a certified check for the difference between the original value of Paul R Hauke's monetary instrument/asset and what Paul R Hauke mistakenly sent to America's Servicing Co. as a payment for such wrongful liability.

America's Servicing Co or any transfers, agents or assigns offering a rebuttal of this RESPA REQUEST must do so in the manner of this RESPA REQUEST in accordance of and in compliance with current statutes and/or laws by signing in the capacity of a fully liable man or woman being responsible and liable under the penalty of perjury while offering direct testimony with the official capacity as appointed agent for America's Servicing Co in accordance with America's Servicing Co's Articles of Incorporation, By Laws duly signed by a current and duly sworn under oath director(s) of such corporation/ Holding Corporation/ National Association. Any direct rebuttal with certified true and complete accompanying proof must be posted with the Notary address herein within sixty days. When no verified rebuttal of this RESPA REQUEST is made in a timely manner, a "Certificate of Non-Response" serves as America's Servicing Co's judgment and consent/agreement by means of silence with any and all claims and/or violations herein-stated in the default provisions or any other law

Power of Attorney When America's Servicing Co fails by not rebutting to any part of this RESPA REQUEST America's Servicing Co agrees with the granting unto Paul R

Hauke unlimited Power of Attorney and any and all full authorization in signing and endorsing America's Servicing Co's name upon any instruments in satisfaction of the obligations of this RESPA REQUEST/Agreement or any agreement arising from this agreement. Pre-emption of or to any Bankruptcy proceeding shall not discharge any obligations of this agreement. Consent and agreement with this Power of Attorney by America's Servicing Co waives any and all claims of Paul R Hauke , and/or defenses and remains in effect until the satisfaction of all obligations by America's Servicing Co have been satisfied

Sincerely,

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Paul R Hauke

days. When no verified rebuttal of this RESPA REQUEST is made in a timely manner, a "Certificate of Non-Response" serves as America's Servicing Co's judgment and consent/agreement by means of silence with any and all claims and/or violations herein-stated in the default provisions or any other law

Power of Attorney: When America's Servicing Co fails by not rebutting to any part of this RESPA REQUEST America's Servicing Co agrees with the granting unto Paul R Hauke unlimited Power of Attorney and any and all full authorization in signing and endorsing America's Servicing Co's name upon any instruments in satisfaction of the obligations of this RESPA REQUEST/Agreement or any agreement arising from this agreement. Pre-emption of or to any Bankruptcy proceeding shall not discharge any obligations of this agreement. Consent and agreement with this Power of Attorney by America's Servicing Co waives any and all claims of Paul R Hauke , and/or defenses and remains in effect until the satisfaction of all obligations by America's Servicing Co have been satisfied.

Sincerely,

_____

Paul R Hauke

Certified Mail # 7007 1490 0000 1540 9483