

RECEIVED

Wayne & Marian Wyatt
 20 Second Ave.
 West Milford, NJ 07480
 973-728-5120

OCT 15 2012 SUPERIOR COURT OF
 SUPERIOR COURT NEW JERSEY
 CLERK'S OFFICE CHANCERY DIVISION
 PASSAIC COUNTY

Wells Fargo Bank, NA
 Plaintiff

Docket No: F-009564-12

Defendant Pro Se:
 Wayne & Marian Wyatt

Objection To The Order
 To Show Cause

We are objecting to the order to show cause on our house located at 20 Second Ave., West Milford, NJ 07480 from Wells Fargo Bank. We have paid up to \$19,544.71 in 2010 and \$3,241.78 in 2009 and \$19,901.52 in 2008. We agreed on a forbearance for 4 months in 2010 because they said we were behind since 6 installments between 11/1/09 thru 4/1/10. We paid \$8,761.52 which they did not put any payments on our loan for the following 4 months that we agreed on. We were very upset about this because now they say we were in default of our loan for more. The beginning of 2010 I also sent them 2 payments of \$3,432.90 and \$2017.60.

They wanted us to do another 4 month forbearance but put down \$3,600.00 8/31/10 when we just gave them a payment of \$2,253.84 on 8/1/10 towards the other forbearance which I got very upset because I can not afford this much in one month. They also told me that we would be behind on our mortgage which would be still in default. I had a company tell me that they would help us get our loan modified and that we should not do the other forbearance and just continue paying our payments while they help us modify our loan with our mortgage company. We found out in December 2010 that the other company called The Mac Group Loan Modification was fraud which we paid them an amount of \$2,500.00.

I wired our company a payment of \$1732.69 in 12/6/2010 and they

told me that we were in foreclosure and that we were behind several months. I do not understand how we can be behind when they were getting payments. I am sending you the documents of the 2 forbearance agreements that they gave us. We have attempted to put payments down in 2011 and they said that they would refuse them. They also sent me a document stating that the pre-foreclosure was cancelled on 5/11/11 because they were helping us get a federal government's Home Affordable program which I did not get an answer until September 2012 denying us of this program. I do not see any problem of us affording our mortgage payments to keep our home. We would sincerely take this upon you to see that we can keep our home.

Wayne Wyatt Sr. Marian Wyatt

Wayne Wyatt SR. MARIAN WYATT

October 10, 2012

SPECIAL FORBEARANCE AGREEMENT - TERMS AND CONDITIONS

1. Currently, your loan is due for 6 installments, from November 01, 2009 through April 01, 2010. The indebtedness of the referenced loan is in default and in consideration of extending forbearance for a period of time, it is necessary that you indicate your understanding and acceptance of the terms of the forbearance agreement by immediately signing and returning this agreement.
2. Payments must be made strictly in accordance with the enclosed payment schedule and forbearance agreement conditions. This plan is an agreement to temporarily accept reduced payments or maintain regular monthly payments during the plan specified below. Upon successful completion of the payments outlined in this plan, your loan will be reviewed for a Loan Modification. Based on investor approval, this may satisfy the remaining past due amount on your loan.
3. The lender is under no obligation to enter into any further agreement, and this forbearance shall not constitute a waiver of the lender's right to insist upon strict performance in the future.
4. All of the provisions of the note and security instrument, except as herein provided, shall remain in full force and effect. Any breach of any provision of this agreement or non-compliance with this agreement, shall render the forbearance null and void, and at the option of the lender without further notice to you may terminate this agreement. The lender, at its option, may institute foreclosure proceedings according to the terms of the note and security instrument without regard to this agreement. In the event of foreclosure, you may incur additional expenses of attorney's fees and foreclosure costs.
5. Each payment must be remitted according to the schedule below.

PLAN	DATE	AMT	PLAN	DATE	AMT
01	05/01/10	2,000.00	02	06/01/10	2,253.84
03	07/01/10	2,253.84	04	08/01/10	2,253.84
6. There is no "grace period" allowance in this agreement. All payments must be received on or before the agreed due date. If any payment is not received on or before the due date, the agreement will be void and the total delinquency, including fees, will be due immediately.
7. The total amount indicated on each payment of the payment schedule must be remitted. In the event the total amount due of each payment is not received, the Special Forbearance agreement will be rendered null and void.

Mortgagor _____ Date _____
 Loan Number 106/1170002107

Co-mortgagor _____ / Date _____

4/26/10 2000.00
 money orders
 5/27/ 2253.84 CFT 162
 6/30/ 2253.84 (16)
 7/30 2253.84 CFT
 8/26 2253.84 CFT

64

5-28-10
 250000



AMERICA'S SERVICING CO
RETURN MAIL OPERATIONS
PO BOX 10388
DES MOINES IA 50306-0388



05/05/11



1MB 00920/000987/001969 0005 1 ACNWGELC180 106

WAYNE WYATT
MARIAN WYATT
20 SECOND AVE
WEST MILFORD, NJ 07480-3335

Account Information	
Fax	(866) 453-6315
Telephone	(888) 828-2377
Correspondence	PO Box 10328 Des Moines, IA 50306
Hours of Operation:	Mon - Fri 8am-9pm, Sat 9am-1pm(est)
Loan Number:	1170002107
Property Address:	20 Second Ave West Milford NJ 07480

RE Cancellation notification

Dear Wayne Wyatt & Marian Wyatt:

Thank you for your inquiry regarding your account. As you requested, this letter is to inform you the request for Pre-Foreclosure Sale has been cancelled, and we have closed your file.

If you have any questions, please contact us at the number listed in the account information section of this letter

Sincerely,

America's Servicing Company

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 act to collect the discharge debt from you personally.

