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Law Offices
Abdy & Kane

A Professional Corporation
BETHWOOD PROFESSIONAL OFFICE BUILDING
97 LACKAWANNA AVENUE
SUITE 301
TOTOWA, NEW JERSEY 07512

RECEIVED

OCT 18 2012

SUPERIOR COURT
CLERK'S OFFICE

GEORGE J ABDY (NJ, NY, FL, MA)
TIMOTHY P KANE (NJ, NY, DC)

OFFICE (973) 890-9090
FACSIMILE (973) 890-0189

CONIKA MAJUMDAR (NJ)

October 18, 2012

HAND DELIVERED

Essex County Superior Court
Attn: Clerk, Chancery Division
Hughes Justice Complex
25 West Market Street
P.O. Box 971
Trenton, New Jersey 08625

**Re: In re Application by Wells Fargo Bank, NA
to issue Corrected Notices of Intent to Foreclosure on Behalf of Indemnified :
Foreclosure Plaintiffs in Uncontested Cases
Docket No.: F-009564-12**

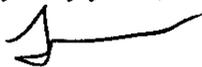
**US Bank NA v. Lorenzana
Docket No.: F-24510-09**

Dear Clerk:

Enclosed please find an original and copy of the Defendant, Leslie Lorenzana's objection to the Order to Show Cause on the above captioned matter.

Thank you.

Very truly yours,



TIMOTHY P. KANE, ESQ.

TPK

Enc.

cc: Reed Smith via Fax

O:\WPDOCS\TPK\Clients - Open\Lorenzana, Leslie adv Wells Fargo\Clerk, Trenton Chancery (Filing) Ltr wpd

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OCT 18 2012

SUPERIOR COURT
CLERK'S OFFICE

Abdy & Kane , P C.
97 Lackawanna Avenue
Totowa, New Jersey 07512
(973) 890-9090
Attorney for Plaintiffs

| | | |
|---|---|----------------------------------|
| In re Application by Wells Fargo Bank, NA | : | SUPERIOR COURT OF NEW JERSEY |
| to issue Corrected Notices of Intent to | : | PASSAIC COUNTY CHANCERY DIVISION |
| Foreclosure on Behalf of Indemnified | : | |
| Foreclosure Plaintiffs in Uncontested Cases | : | DOCKET NO F-009564-12 |
| | : | |
| | : | |
| | : | CIVIL ACTION |

Defendants.

| | | |
|------------------|---|------------------------------|
| U S Bank, N.A., | : | SUPERIOR COURT OF NEW JERSEY |
| | : | ESSEX COUNTY LAW DIVISION |
| | : | |
| Plaintiffs, | : | |
| | : | |
| vs | : | DOCKET NO.: F- 24510-09 |
| | : | |
| | : | CIVIL ACTION |
| | : | |
| Leslie Lorenzana | : | |
| | : | |
| | : | CERTIFICATION |
| | : | |
| Defendants. | : | |

I, Timothy Kane, Attorney for the Defendant, of full age, being duly sworn according to law, upon his oath, deposes and says:

1 I make the certification in the above-captioned matter, based upon information provided to me by my client, the Defendant.

2 The Defendant states, to the best of her recollection, she received two (2) Notices of Intention to Foreclose on the above-captioned matter, the first dated December 21, 2008 and the second dated February 15, 2009, copies of which are both attached hereto, as "Exhibit A "

3 In accordance with New Jersey Supreme Court decision of U S Bank National Association v Guillaume (A-11-11) (068176), requires that the foreclosure plaintiff list on the

Notice of Intention to Foreclose the name and address of the actual lender, in addition to contact information for any loan servicer involved in the mortgage. This is in accordance with N.J.S.A. 2A:50-56(c)(11).

4. It is clear from the attached Notices of Intention to Foreclose, that only the servicing company, i.e., America's Servicing Company, is named in both. The mortgagee to my understanding is Wells Fargo whose name and address does not appear on these documents.

5. Accordingly, we respectfully request that the foreclosure complaint be dismissed without prejudice, for the same reasons stated in the Guillaume opinion due to the Plaintiff's violation of the New Jersey Fair Foreclosure Act, as indicated above.

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

Dated: October 18, 2012



Timothy P. Kane, Esq.
Attorney for the Defendant

EXHIBIT "A"



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



7113 8257 1473 0904 3155



February 15, 2009

49/106NJDEM/NJ

LESLIE LORENZANA
 94 ASHLAND AVE
 EAST ORANGE, NJ 07017-2411



RE America's Servicing Co Loan Number 1100170511
 Mortgagor(s) LESLIE LORENZANA
 Mortgaged Premises 94 ASHLAND AVE
 EAST ORANGE, NJ 07017

NOTICE OF INTENTION TO FORECLOSE

Dear Borrower(s)

America's Servicing Co, holds a Conventional mortgage (hereafter "the Mortgage") in the original principal amount of \$284,000.00 on the residential property commonly known as 94 ASHLAND AVE, EAST ORANGE NJ (hereafter, "the Property"), which Mortgage was made on January 23, 2006

Your Mortgage is now in default because you have not made the required payments. The total amount required to cure this default, in other words, the amount required to bring your mortgage current as of March 17, 2009 is as follows:

| | | |
|--|-----------|-----------------|
| 2 Payments @ 2,196.17 Totaling | \$ | 4,392.34 |
| Total Accrued Unpaid Late Charges | \$ | 219.62 |
| (Monthly Late Charge \$109.81) | | |
| Suspense Balance | -\$ | 0.00 |
| Miscellaneous Fees | \$ | 15.00 |
| Total Delinquency as of February 15, 2009 | \$ | 4,626.96 |
| Payments due within the next 30 days Totaling | \$ | 2,196.17 |
| Total due to cure default and bring loan current as of March 17, 2009 | \$ | 6,823.13 |

Your Pre-Foreclosure Action Right to cure this Default

You have the right to cure this default within thirty (30) days of the date of this letter, in other words, March 17, 2009 by paying America's Servicing Co the above amount plus any additional monthly payments and late charges which may fall due during this period. Such payment must be made by cashier's check, money order or certified check so that the payment is received at the following address on or before March 17, 2009.

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

If you do not cure this default and bring your account current by March 17, 2009, then America's Servicing Co may take steps to terminate your ownership of the property by starting a mortgage foreclosure action against you.

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

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

Your Post-Foreclosure Action Right to Cure this Default

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

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

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

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

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

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



PO Box 1225
Charlotte, NC 28201-1225

December 21, 2008

001878/106Njdem

Leslie Lorenzana
94 Ashland Ave
East Orange NJ 07017

RE America's Servicing Co Loan Number 1100170511
Mortgagor(s) Leslie Lorenzana
Mortgaged Premises 94 Ashland Ave
East Orange, NJ 07017

NOTICE OF INTENTION TO FORECLOSE

Dear Borrower(s)

America's Servicing Co, holds a Conventional mortgage (hereafter, "the Mortgage") in the original principal amount of \$284,000 on the residential property commonly known as 94 Ashland Ave, East Orange, NJ (hereafter, "the Property"), which Mortgage was made on January 23, 2006

Your Mortgage is now in default because you have not made the required payments. The total amount required to cure this default, in other words, the amount required to bring your mortgage current as of January 20, 2009 is as follows

| | | | | |
|--|------------|----------|------|-------------------|
| 2 Payments @ | 2,196 17 | Totaling | \$ | 4,392 34 |
| Total Accrued Unpaid Late Charges | | | \$ | 219 62 |
| (Monthly Late Charge | \$ 109 81) | | | |
| Suspense Balance | | | - \$ | 0 00 |
| Miscellaneous Fees | | | \$ | 0 00 |
| Total Delinquency as of December 21, 2008 | | | \$ | 4,611.96 |
| Payments due within the next 30 days | Totaling | | \$ | 2,196 17 |
| Total due to cure default and bring loan current as of January 20, 2009 | | | | \$6,808.13 |

Your Pre-Foreclosure Action Right to cure this Default

You have the right to cure this default within thirty (30) days of the date of this letter, in other words, by January 20, 2009, by paying America's Servicing Co. the above amount, plus any additional monthly payments and late charges which may fall due during this period. Such payment must be made by cashier's check, money order or certified check so that the payment is received at the following address on or before January 20, 2009

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

Please see following page

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

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

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

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- * New Jersey Commissioner of Banking 1-609-292-3420

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Very truly yours,

America's Servicing Co
Default Management Department