



October 26, 2012. In that motion, Defendant seeks vacatur of the entry of default for good cause shown and dismissal of the action for lack of standing, misrepresentations of material facts and for failure to serve a compliant Notice of Intent to Foreclose ("NOI").

Defendant respectfully requests that the hearing date for the Order to Show Cause be adjourned until such time as Judge Kessler hears Defendant's motion and issues a decision in the interest of judicial economy. In the alternative, Defendant requests that Plaintiff be denied leave to serve the Corrective NOI as it is non-compliant with the Fair Foreclosure Act. Kindly accept this letter brief in lieu of a more formal submission in opposition to Plaintiff's Corrective Notice of Intent to Foreclose.

#### **PROCEDURAL HISTORY**

1. Plaintiff commenced this action by filing a Foreclosure Summons and Complaint on July 15, 2009 (copy annexed hereto as Exhibit A).

2. An Order for Entry of Default was entered on November 15, 2010. (*See* Notice of Motion for Default, Exhibit B, and Order for Entry of Default annexed hereto as Exhibit C ). To date, Final Judgment has not been entered.

3. On September 17, 2012, Plaintiff filed an Amended Order to Show Cause seeking leave to file a corrective Notice of Intent to Foreclose ("NOI"). (*See* Amended Order to Show & Corrective NOI, annexed hereto as Exhibits D and E).

4. On September 26, 2012, Defendant filed a motion in Union County, Superior Court of New Jersey, seeking (i) vacatur of entry of default for good cause shown and granting leave to file the Answer annexed to that motion; and/or (ii) dismissal of the action for lack of subject matter jurisdiction, lack of jurisdiction over the person, insufficiency of service of process and/or failure to state a claim upon which relief can be granted pursuant to R. 4: 6-2; (iii)

for relief from any Order or Judgment entered against defendant pursuant to R. 4:50(1) upon the grounds of (a) mistake, inadvertence, surprise, or excusable neglect, (c) fraud or misrepresentation, (d) the judgment or order is void or (f) any other reason justifying relief from the operation of a judgment or order; (iv) for denial of plaintiff's Order to Show Cause requesting leave to serve a corrective Notice of Intent to Foreclose ("NOI") and dismissal of the action for failure by plaintiff to comply with the statutory mandates of the New Jersey Fair Foreclosure Act, N.J.S.A. 2A:50-53 to 68 (FFA); and (v) for such other and further relief as the Court may deem just and proper. That motion was made returnable on October 26, 2012 and it is presently pending in Union County, Superior Court.

5. Defendant now submits its opposition to the Corrective Notice of Intent to Foreclose served by Plaintiff. Defendant respectfully request that the Court issue an Order (i) adjourning the present matter until a decision is issued by Judge Kessler on Defendant's motion to vacate entry of default and/or dismiss the action; (ii) in the alternative, for an Order denying Plaintiff leave to serve the Corrective NOI for (a) failure to comply with the FFA, (b) Plaintiff is not the "lender" for purposes of the FFA and lacks standing; (c) Plaintiff has Unclean Hands, (d) Plaintiff has not acquired personal jurisdiction and cannot pursue the foreclosure action; and (iii) for any other relief the Court may deem proper and just.

### **LEGAL ARGUMENTS**

#### **I. THE CORRECTIVE NOTICE OF INTENT TO FORECLOSE IS NON-COMPLIANT AND THE ACTION SHOULD BE DISMISSED FOR PLAINTIFF'S CONTINUED FAILURE TO COMPLY WITH THE FFA**

6. The Fair Foreclosure Act ("FFA") is remedial legislation that should be **strictly** construed. Atlantic Palace Dev. V. Robledo, 396 N.J. Super. 171, 178-179, 933 A.2d 48, 53 (Ch. Div. 2007) (*citing* Service Armament Co. v. Hyland, 70 N.J. 550, 362 A.2d 13 (1976)); *See also*

US Bank Nat. Ass'n v. Guillaume, 209 N.J. 449, 473, 38 A.3d 570, 583 (2012) (rejecting U.S. Bank's substantial compliance argument).

7. The plain language of the FFA unambiguously specifies the exact information that must be "clearly and conspicuously" set forth in the Notice of Intention to Foreclose ("NOI"). The NOI must provide the identity and address of the lender, it must provide the default amount and must provide 30 days to cure the default. N.J.S.A. 2A:50-56(c)(1)-(1). As the Supreme Court recently recognized in US Bank National Association v. Guillaume, 2012 WL 603307 (2012), a court adjudicating a foreclosure action in which the FFA is violated "may **dismiss the action without prejudice**, order the service of a corrected notice, or impose another remedy appropriate to the circumstances of the case." (emphasis added) US Bank Nat. Ass'n v. Guillaume, 209 N.J. 449, 475-76, 38 A.3d 570, 585 (2012).

8. In the instant action, Plaintiff admits that the NOI served prior to the commencement of this action ("original NOI") was non-compliant with the FFA because it failed to identify the lender. (See Plaintiff's Explanatory Letter to Defendant dated 8/14/2012, annexed hereto as Exhibit F). By way of an Amended Order to Show Cause filed on September 17, 2012, Plaintiff seeks leave to file a new NOI ("corrective NOI"). (See Exhibit D).

9. Inexplicably, the corrective NOI is also non-compliant. First, the corrective NOI fails to provide the required 30 day period to cure arrears. The FFA requires that the NOI provide "the date by which the debtor shall cure the default to avoid initiation of foreclosure proceedings, which date **shall not be less than 30 days after the date the notice is effective . . .**" N.J.S.A. § 2A:50-56 (West). The corrective NOI was mailed on August 20, 2012. (See Postmarked Envelope for NOI annexed as part of E). To be FFA compliant, the last day to cure default

should be September 19, 2012. Instead, the corrective NOI states that the last day to cure default is September 17, 2012, which falls short of the statutorily mandated 30 day period.

10. Ironically, Plaintiff now seeks to correct the corrective NOI through a letter dated September 20, 2012. (*See* Explanatory Letter to Defendant dated 9/20/12 annexed as Exhibit G). In that letter, Plaintiff specifies that "Wells Fargo has extended the time for you to reinstate until October 1, 2012." The FFA requires that a 30 day notice to cure be provided in the **NOI**, not in a separate mailing sent one month after the corrective NOI has been served. The legislature intended that the 30 day period run consecutively, not in stop gap measures. "Waivers by the debtor of rights provided pursuant to [the FFA] are against public policy, unlawful, and void, unless given after default pursuant to a workout agreement in a separate written document signed by the debtor." *N.J.S.A.* 2A:50-61. Plaintiff's attempt to restart the cure period through the 9/20/12 letter is insufficient, because by 9/20/12, the defendant believed the cure period had ended. A defendant who knows he has thirty days to cure is strategically in a better position than a defendant who erroneously believes he has less time. Plainly, Plaintiff's Corrective NOI does not satisfy the requirements of FFA.

**II. LEAVE TO FILE A CORRECTIVE NOTICE OF INTENT TO FORECLOSE  
SHOULD BE DENIED AND THIS ACTION SHOULD BE DISMISSED BECAUSE  
PLAINTIFF HAS NO STANDING, IS NOT THE REAL PARTY IN INTEREST AND IS  
NOT THE "LENDER" FOR PURPOSES OF THE FFA**

11. Plaintiff fails to establish that it is the owner or holder of the Note and lacks standing. The FFA requires identification of the **lender**. *N.J.S.A.* 2A:50-55. In *Guillaume*, the Supreme Court described in length that the FFA "clearly conveys the Legislature's intent that the homeowner be notified of the identity of **the entity that currently holds the mortgage.**" (emphasis supplied). *US Bank Nat. Ass'n v. Guillaume*, 209 N.J. 449, 38 A.3d 570 (2012).

AHM Mortgage **could not and did not** assign the Mortgage and Note to Plaintiff in the time and manner alleged by Plaintiff in its Complaint. Since Plaintiff it impossible for Plaintiff to have standing and is not the real party in interest, Plaintiff is not the "lender" for purposes of the NOI.

12. First, the assignment of mortgage is a nullity. On February 22, 2007, Defendant executed a mortgage with American Home Mortgage Corporation ("AHM Mortgage"). (*See* Mortgage annexed hereto as Exhibit H). Plaintiff basis its standing on an assignment of that mortgage dated June 12, 2009, assigned by Mortgage Electronic Registration Systems Inc., ("MERS") as a nominee for AHM Mortgage. (*See* Exhibit I).

13. AHM Mortgage could not have assigned the mortgage through MERS on June 12, 2009 because AHM Mortgage filed for Chapter 11 Liquidation bankruptcy on August 6, 2007, **nearly two years prior** to the execution date of the assignment. (*See* Chapter 11 Voluntary Petition, annexed hereto as Exhibit J). At the time of the alleged assignment, the bankruptcy was still pending and a stay remained in effect pursuant to Section 362(a) of the Bankruptcy Code. 11 U.S.C.A. § 362 (West).

14. The stay may be lifted pursuant to Section 362(d)(1) of the Code, after notice and hearing, "for cause, including the lack of adequate protection of an interest in [the debtor's] property [held by] such party in interest," whether the bankruptcy proceeding is under Chapter 7, Chapter 11, or Chapter 13. *See* 30A N.J. Prac., Law of Mortgages § 37.2 (2d ed). Either debtor or creditor may file a motion seeking relief from the stay.

15. Plaintiff had actual knowledge that an automatic stay was in effect. In fact, U.S. Bank National Association ("U.S. Bank") filed a motion in the same bankruptcy proceeding requesting relief from the stay as trustee for a different trust. (*See* Exhibit K). Yet, neither AHM Mortgage or Plaintiff filed a motion requesting relief from the stay for the subject mortgage.

Without the approval of the Chapter 11 trustee or the Bankruptcy Court, the subject assignment is a nullity and a violation of the stay.

16. Second, in addition to the above failure to secure trustee approval, it is also **impossible** for Plaintiff to have standing because the trust in dispute **closed on May 31, 2007**, more than two years prior to the assignment of the mortgage. The Pooling and Servicing Agreement ("PSA") filed with the SEC provides all of the terms with respect to the securitization of mortgages assigned to the trust. (See PSA excerpt annexed hereto as Exhibit L). The PSA for the subject trust provides that May 31st, 2007 is the Closing Date by which all Mortgages must transfer into the Trust. (See Exhibit L). An assignment after the closing date is a violation of the express terms of the PSA. Here, the alleged assignment was executed on **June 12, 2009**, more than two years **after** the trust closed on **May 31st, 2007**. Clearly, the assignment is invalid.

17. Third, Plaintiff failed to establish that it is the owner or holder of the note. To foreclose a mortgage, plaintiff must demonstrate that it owned or controlled the underlying Note at the time it commenced the action. Wells Fargo Bank N.A. v. Ford, 418 N.J. Super. 592, 597, 15 A.3d 327, 329 (App. Div. 2011). See also Deutsche Bank National Trust Company v. Mitchell; 422 N.J. Super. 214, 27 A.3d 1229 (App. Div. 2011); Bank of N.Y. v. Raftogianis, 418 N.J. Super. 323, 327-328, 13 A.3d 435, 438 (Ch. Div. 2010); Kemp v. Countrywide Home Loans (In Re Kemp), 440 B.R. 624 (B.R.D.N.J. 2010) (Bank of New York's proof of claim disallowed where it did not have possession of the Note).

18. In this case, the note and mortgage were originally payable to the order of AHM Mortgage, **not** Plaintiff. See Note, annexed hereto as Exhibit M and Mortgage, Exhibit H. Therefore, in this case, to be a holder, plaintiff is required to show that at the time the complaint was filed it had **physical possession** of the original note, and the **original note was endorsed**

(either in blank or to the order of the plaintiff). See Bank of N.Y. v. Raftogianis, 418 N.J. Super. 323, 12 A.3d 435 (Ch. Div. 2010). Plaintiff has not alleged any such facts in its Complaint and has not proffered evidentiary proof to support the existence of a transfer, delivery, or possession. Neither has plaintiff made an allegation that the actual holder authorized plaintiff to foreclose or proffered proof to support such an assertion.

19. Fourth, Defendant urges the Court to pay special attention to the deceptive nature of the alleged mortgage assignment signed by Judith T. Romano, as "Assistant Secretary and Vice President" of Mortgage Electronic Registration System, Inc. ("MERS") as "nominee" for AHM Mortgage. (See Exhibit I). Ms. Romano, as assignor, purports to assign the subject mortgage from AHM Mortgage to Plaintiff on June 12, 2009.

20. Ms. Romano is not the Assistant Secretary or Vice President of MERS or any other corporation. She is in fact an attorney for Phellan, Hallinan & Schmiege, LLC, counsel for plaintiff. (See PA Attorney Registration annexed as Exhibit N).

21. The dual representation of plaintiff and defendant in the same litigation is expressly prohibited by the RPC § 1.7(a) and RPC § 1.7(b). The Rules of Professional Conduct §1.7(a), Conflict of Interest, provides that "[e]xcept as provided in paragraph (b), a lawyer shall not represent a client if the representation involves a concurrent conflict of interest . . . ." The exceptions provided by RPC §1.7(b) are expressly limited to conflicts of interest where "the representation . . . involve[s] the **assertion of a claim by one client against another client represented by the lawyer in the same litigation or other proceeding** before a tribunal." (emphasis supplied).

22. In the instant matter, Phellan, Hallinan & Schmiege, LLC purport to represent both plaintiff/assignee U.S. Bank and defendant/assignor MERS as nominee for AHM Mortgage in

the same litigation. This is the exact kind of representation expressly prohibited by RPC 1.7. An assignment created by an attorney of a law firm that is foreclosing on the same mortgage creates a clear conflict of interest.

23. Moreover, the subject assignment cannot transfer standing. Plaintiff, through its counsel, had no authority to assign the mortgage to itself. Plaintiff cannot be both the assignor and assignee of the subject mortgage because it cannot assign to itself what it does not own. *See Bank of New York v. Raftogianis*, 418 N.J. Super. 323, 364, 13 A.3d 435, 459 (Ch. Div. 2010); *see also Wells Fargo Bank N.A. v. Ford*, 418 N.J. Super. 592, 597, 15 A.3d 327, 329 (App. Div. 2011); *Deutsche Bank National Trust Company v. Mitchell* 422 N.J. Super. 214, 27 A.3d 1229 (App. Div. 2011). Neither does MERS, as **nominee** for the purposes of recording the mortgage, have authority to assign the mortgage.

**III. LEAVE TO FILE A CORRECTIVE NOTICE OF INTENT TO FORECLOSE  
SHOULD BE DENIED AND THIS ACTION SHOULD BE DISMISSED BECAUSE  
PLAINTIFF HAS UNCLEAN HANDS**

24. Plaintiff knowingly misrepresented material facts to the Court and to defendant, particularly with respect to the assignment of the mortgage, and comes to Equity with unclean hands. "Foreclosure is an equitable remedy governed by the operation of traditional equitable principles and is subject to the defense of unclean hands." *Chase Home Fin., LLC v. Cunder*, A-2672-09T1, 2011 WL 6183458 (N.J. Super. Ct. App. Div. Dec. 14, 2011). "There are cases in which a court of equity, fulfilling the reasons and objects for its existence may, in furtherance of a natural justice, aid one who is comparatively more innocent." *Prudential Ins. Co. of Am. v. Jackson*, 270 N.J. Super. 510, 518, 637 A.2d 573, 576 (App. Div. 1994).

25. Unlike in *US Bank Nat. Ass'n v. Guillaume*, 209 N.J. 449, 38 A.3d 570 (2012), Plaintiff has misrepresented its standing and has unfairly prejudiced defendant. In reliance of

Plaintiff's misrepresentations, Defendant issued three checks in the amount of \$1,887.00 from October 2009 to December 2009, as well as a check on September 2010 in the amount of \$35,000, to ASC and to Wells Fargo Bank, Plaintiff's servicers, in an attempt to cure the default. (See Checks and Bank Statement, annexed hereto as Exhibit O). Plaintiff knew it had no standing to foreclose but still accepted the payments. Further, Plaintiff's servicer assured Defendant that Defendant's mortgage would be reinstated and that a modification would be granted pursuant to the \$35,000.00 payments.

26. Defendant was never given a modification and the mortgage was never reinstated. Since Plaintiff has unclean hands, it should not receive relief from the Court. The action should be dismissed for Plaintiff's repeated failures to comply with the FFA.

#### **IV. PLAINTIFF FAILED TO ACQUIRE PERSONAL JURISIDCTION AND CANNOT PURSUE THE FORECLOSURE ACTION**

27. Plaintiff has not established that it has acquired personal jurisdiction over the Defendant in the underlying foreclosure action. Plaintiff cannot proceed with the foreclosure action because there is no jurisdiction over the Defendant. A Corrective NOI is necessary only if Plaintiff has acquired jurisdiction over the Defendant and is entitled to continue with the foreclosure action. Absent personal jurisdiction, leave to file a Corrective NOI is improper.

28. R. 4:4-4 provides as follows: "(a) The primary method of obtaining *in personam* jurisdiction over a defendant in this State is by causing the summons and complaint to be **personally served** within this State pursuant to R. 4:4-3, as follows: (1) Upon a competent individual of the age of 14 or over, by delivering a copy of the summons and complaint to the individual personally, or by leaving a copy thereof at the individual's dwelling place or usual place of abode with a competent member of the household . . . ." (emphasis supplied). NJ R Super Tax Surr Cts Civ R. 4:4-4. "The

requirements of the rules with respect to service of process go to the jurisdiction of the court and must be **strictly complied** with. Any defects ... are fatal and leave the court without jurisdiction and its judgment void." (emphasis supplied) Arianna Holding Co., LLC v. Cummings, A-1420-10T1, 2011 WL 2671805 (N.J. Super. Ct. App. Div. July 11, 2011) *citing* Berger v. Paterson Veterans Taxi Serv., 244 N.J. Super. 200, 204, 581 A.2d 1344, 1346 (App. Div. 1990).

29. In the present matter, Plaintiff alleges in its Motion for Entry of Default to have served defendant on 8/27/09 . (See Exhibit B). Yet, Plaintiff fails to disclose in any of its pleadings in what manner defendant was served. Did Plaintiff serve defendant personally, or by substituted service? Plaintiff does not say. Nor has Plaintiff ever filed an affidavit of service or affidavit of inquiry with respect to Defendant. Although Plaintiff filed 8 affidavits of service with the Court, not one described service upon Defendant. (See Affidavits of Service annexed hereto as Exhibit A).

30. Plaintiff's bare bones allegations of service are insufficient to raise a presumption of proper service. "Plaintiffs do not claim that the summons and complaint were delivered to [defendant] personally or that the place at which they were served was his 'dwelling place or usual place of abode. . . ." Sobel v. Long Island Entm't Productions, Inc., 329 N.J. Super. 285, 292, 747 A.2d 796, 800 (App. Div. 2000). Plaintiff has not met its burden in establishing service. The action should therefore be dismissed for lack of service and/or the entry of default should be vacated.

### CONCLUSION

31. Defendant respectfully requests that Plaintiff's Order to Show Cause be adjourned until such time as Defendant's motion currently pending is decided by Judge Kessler and the issues of standing and service of process addressed by that Court. In the alternative, Defendant

requests that Plaintiff's request to serve the Corrective NOI be denied for the reasons stated above.

**DEMAND FOR A JURY TRIAL**

32. Defendant hereby demands a trial by jury.

**WHEREFORE**, it is respectfully requested that this Court enter an Order:

1. Adjourning Plaintiff's Order to Show Cause in the interests of judicial economy until Defendant's motion is heard and the issue of service and standing decided by Judge Kessler;

2. Denying Plaintiff leave to serve the Corrective NOI for (a) continued failure to comply with the FFA, (b) Plaintiff is not the "lender" for purposes of the FFA; (c) Plaintiff has Unclean Hands and/or (d) Plaintiff failed to acquire personal jurisdiction and is not entitled to pursue the foreclosure action.

3. For any other and further relief that the Court may deem just and proper.

**CERTIFICATION OF COMPLIANCE WITH RULE 1:38-7**

I hereby certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with Rule 1:38-7(b).

**CERTIFICATION PURSUANT TO RULE 4:5-1**

I hereby certify that the within matters in controversy are not the subject of any other court proceeding or arbitration and that, to the best of my knowledge and belief, no other parties need to be joined at this time, and that no other proceedings are contemplated.

**DESIGNATION OF TRIAL COUNSEL PURSUANT TO R. 4:24-4**

The designated counsel for trial of this matter is Rosa I. Ortiz, Esq.

I hereby 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.

Dated: Elizabeth, New Jersey  
October 16, 2012

ROSA I. ORTIZ, ATTORNEY AT LAW

By: Rosa Ortiz  
Rosa I. Ortiz, Esq.  
Attorney for Defendant  
162 Post Avenue, 2nd Fl.  
Westbury, NY 11590  
516-493-9802

To: REED SMITH LLP  
ATTN: Mark S. Melodia, Esq.  
Princeton Forrestal Village  
136 Main Street, Suite 250  
Princeton, New Jersey 08540-7839

Rosa I. Ortiz, Esq.  
Attorney for Defendant  
FELIX ORTIZ  
162 Post Avenue, 2nd Fl.  
Westbury, NY 11590  
516-493-9802

---

U.S. BANK NATIONAL ASSOCIATION	:	SUPERIOR COURT OF NEW JERSEY
AS TRUSTEE FOR BAFC 2007-4	:	CHANCERY DIVISION
	:	UNION COUNTY
	:	
Plaintiff,	:	DOCKET NO. F-36990-09
vs.	:	
	:	
	:	<u>Civil Action</u>
FELIX ORTIZ; MRS. FELIX ORTIZ, HIS WIFE;	:	
MORTGAGE ELECTRONIC REGISTRATION	:	
SYSTEMS, INC. AS A NOMINEE FOR AHM	:	<b>CERTIFICATION</b>
MORTGAGE, ITS SUCCESSORS AND	:	<b>OF DEFENDANT</b>
ASSIGNS; AND THE UNITED STATES OF	:	
AMERICA,	:	
	:	
Defendants	:	

---

**AKA IN RE APPLICATION BY WELLS FARGO TO ISSUE CORRECTED NOTICES OF INTENT TO FORECLOSE ON BEHALF OF IDENTIFIED FORECLOSURE PLAINTIFFS IN UNCONTESTED CASES, DOCKET NO.: F-009564-12**

**CERTIFICATION OF DEFENDANT**

FELIX ORTIZ, of full age, hereby certifies:

1. I am the defendant in the above entitled action. On February 22, 2007, I executed a Mortgage with AHM Mortgage, not U.S. Bank. U.S. Bank is not the lender of my mortgage and has not acquired ownership of the Note and Mortgage.

2. I am a General Contractor and make my living doing construction work. When the housing market crashed on or about 2008, I could not find work. Despite diligent efforts, I could not pay my mortgage.

3. I started getting work on or about 2009 and immediately entered into a trial modification agreement with Plaintiff's servicer whereby I made three payments in the approximate amount of \$1887.44 each. Even though I made all payments in a timely manner pursuant to the modification terms, Plaintiff's servicer still denied the modification. *See Exhibit W.*

4. On or about 2010, I came into some money. On September 2010, I gave \$35,000.00 - all the money I had, including my life savings - to Wells Fargo in an attempt to reinstate the mortgage and save my home. Wells Fargo promised me that if I paid the \$35,000.00, my mortgage would be reinstated and I would be given a modification. *See Exhibit O.* Instead of reinstating my mortgage or granting a modification, Plaintiff pursued this foreclosure action.

5. Plaintiff never served me with a proper Notice of Intent to Foreclose ("NOI") as is required by the Fair Foreclosure Act prior to commencing this action. Plaintiff has admitted in a letter that the original NOI did not identify the lender and listed only the servicer. *See Exhibits F & G.*

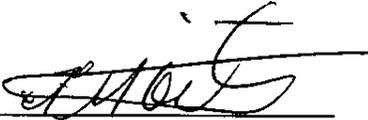
6. Plaintiff now seeks to serve a Corrective NOI, almost **three years** after commencing the action. However, the Corrective Notice that Plaintiff sought to serve on or about August 2012 is also improper. The Notice did not give me a full 30 days to cure the default.

7. Plaintiff should not be allowed to serve a corrective NOI. Plaintiff routinely engages in foreclosure actions. It knew at the time it commenced the action how to serve a proper NOI. Further, Plaintiff has acted in bad faith and should not be given relief.

8. Neither has Plaintiff properly served me with the Summons and Complaint. At the time of service I was not married. I did not receive a copy of the Summons and Complaint from a spouse or a tenant.

WHEREFORE, I respectfully request that the Court grant the relief as set forth above.

Dated: October 18, 2012  
Elizabeth, NJ

  
\_\_\_\_\_  
FELIX ORTIZ

Sworn to before me this  
18th day of October 2012

Vanessa Martinez Chauca  
Notary Public

**VANESSA MARTINEZ-CHAUCA**  
**NOTARY PUBLIC OF NEW JERSEY**  
**My Commission Expires 9/6/2017**

Rosa I. Ortiz, Esq.  
Attorney for Defendant  
FELIX ORTIZ  
162 Post Avenue, 2nd Fl.  
Westbury, NY 11590  
516-493-9802

---

U.S. BANK NATIONAL ASSOCIATION	:	SUPERIOR COURT OF NEW JERSEY
AS TRUSTEE FOR BAFC 2007-4	:	CHANCERY DIVISION
	:	UNION COUNTY
	:	
Plaintiff,	:	DOCKET NO. F-36990-09
vs.	:	
	:	
	:	<u>Civil Action</u>
FELIX ORTIZ; MRS. FELIX ORTIZ, HIS WIFE;	:	
MORTGAGE ELECTRONIC REGISTRATION	:	
SYSTEMS, INC. AS A NOMINEE FOR AHM	:	<b>ATTORNEY CERTIFICATION</b>
MORTGAGE, ITS SUCCESSORS AND	:	<b>IN SUPPORT OF DEFENDANT'S</b>
ASSIGNS; AND THE UNITED STATES OF	:	<b>OPPOSITION TO NOI</b>
AMERICA,	:	
	:	
Defendants	:	

---

**AKA IN RE APPLICATION BY WELLS FARGO TO ISSUE CORRECTED NOTICES OF INTENT TO FORECLOSE ON BEHALF OF IDENTIFIED FORECLOSURE PLAINTIFFS IN UNCONTESTED CASES, DOCKET NO.: F-009564-12**

**ATTORNEY CERTIFICATION**

ROSA I. ORTIZ, ESQ. an attorney duly admitted to practice law before the Courts of the State of New Jersey, hereby affirms the following under the penalties of perjury:

1. I am the attorney for Felix Ortiz, defendant in the above captioned matter and am fully familiar with the facts and circumstance of the subject action. The basis of my knowledge comes from a review of the records with defendant, Felix Ortiz. I make this certification in support of defendant's opposition to Plaintiff's request for leave to serve Corrective Notice of Intent to Foreclose upon Defendant.

2. Annexed to this motion is a true and accurate copy of the following:

EXHIBITS

- Exhibit A - Summons, Complaint & Affidavits of Service
- Exhibit B - Motion and Certification for Entry of Default
- Exhibit C - Order for Entry of Default
- Exhibit D - Amended Order to Show Cause & Amended Verified Complaint in Support of Summary Action
- Exhibit E - Corrective NOI & Postmarked Envelope & Postmarked Envelope Dated 8/20/12
- Exhibit F - Explanatory Letter Dated 8/14/12
- Exhibit G - Explanatory Letter Dated 9/20/12
- Exhibit H - Mortgage
- Exhibit I - Assignment of Mortgage
- Exhibit J - Chapter 11 Voluntary Petition
- Exhibit K - Motion Requesting Relief From Stay with Respect to 3rd Party Mortgages
- Exhibit L - Excerpt of Pooling And Servicing Agreement
- Exhibit M - Promissory Note
- Exhibit N - PA Attorney Registration Report for Judith T. Romano
- Exhibit O - Copy of Check for \$35,000.00 and Bank Statements

PROCEDURAL HISTORY

3. 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.

Dated: Elizabeth, New Jersey  
October 17, 2012

ROSA I. ORTIZ, ATTORNEY AT LAW

By: Rosa Ortiz  
Rosa I. Ortiz, Esq.  
Attorney for Defendant  
162 Post Avenue, 2nd Fl.  
Westbury, NY 11590  
516-493-9802

To: REED SMITH LLP  
ATTN: Mark S. Melodia, Esq.  
Princeton Forrestal Village  
136 Main Street, Suite 250  
Princeton, New Jersey 08540-7839

Rosa I. Ortiz, Esq.  
Attorney for Defendant  
FELIX ORTIZ  
162 Post Avenue, 2nd Fl.  
Westbury, NY 11590  
516-493-9802

---

U.S. BANK NATIONAL ASSOCIATION	:	SUPERIOR COURT OF NEW JERSEY
AS TRUSTEE FOR BAFC 2007-4	:	CHANCERY DIVISION
	:	UNION COUNTY
	:	
Plaintiff,	:	DOCKET NO. F-36990-09
vs.	:	
	:	
	:	<u>Civil Action</u>
FELIX ORTIZ; MRS. FELIX ORTIZ, HIS WIFE;	:	
MORTGAGE ELECTRONIC REGISTRATION	:	
SYSTEMS, INC. AS A NOMINEE FOR AHM	:	<b>PROPOSED ORDER</b>
MORTGAGE, ITS SUCCESSORS AND	:	
ASSIGNS; AND UNITED STATES OF	:	
AMERICA,	:	
	:	
Defendants	:	

---

**AKA IN RE APPLICATION BY WELLS FARGO TO ISSUE CORRECTED NOTICES OF INTENT TO FORECLOSE ON BEHALF OF IDENTIFIED FORECLOSURE PLAINTIFFS IN UNCONTESTED CASES, DOCKET NO.: F-009564-12**

THIS MATTER presented to the Court by FELIX ORTIZ, the defendant herein in opposition to Plaintiff's Order to Show Cause returnable Thursday, November 1st, 2012, all papers having been timely served upon all parties, with proof of service provided to the court. The Court having reviewed said papers, and considered oral argument, if any, and for good cause shown;

IT IS ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2012;

ORDERED, that the return date of Plaintiff's Order to Show Cause is adjourned from Thursday, November 1st, 2012 to \_\_\_\_\_ DAY OF \_\_\_\_\_, 2012;

ORDERED that plaintiff is denied leave to serve a corrective Notice of Intent to Foreclose ("NOI") and the action is hereby dismissed without prejudice for failure by plaintiff to comply with the statutory mandates of the New Jersey Fair Foreclosure Act, N.J.S.A. 2A:50-53 to 68 (FFA); and

ORDERED, that a true copy of this Order be served upon plaintiff's counsel within \_\_\_\_\_ days of the date of receipt hereof.

---

HON. MARGARET M. MCVEIGH

[    ] Opposed

[    ] Unopposed

Rosa I. Ortiz, Esq.  
Attorney for Defendant  
FELIX ORTIZ  
162 Post Avenue, 2nd Fl.  
Westbury, NY 11590  
516-493-9802

---

U.S. BANK NATIONAL ASSOCIATION	:	SUPERIOR COURT OF NEW JERSEY
AS TRUSTEE FOR BAFC 2007-4	:	CHANCERY DIVISION
	:	UNION COUNTY
	:	
Plaintiff,	:	DOCKET NO. F-36990-09
vs.	:	
	:	
	:	<u>Civil Action</u>
FELIX ORTIZ; MRS. FELIX ORTIZ, HIS WIFE;	:	
MORTGAGE ELECTRONIC REGISTRATION	:	
SYSTEMS, INC. AS A NOMINEE FOR AHM	:	<b>CERTIFICATION OF SERVICE</b>
MORTGAGE, ITS SUCCESSORS AND	:	
ASSIGNS; AND UNITED STATES OF	:	
AMERICA,	:	
	:	
Defendants	:	

---

**AKA IN RE APPLICATION BY WELLS FARGO TO ISSUE CORRECTED NOTICES OF INTENT TO FORECLOSE ON BEHALF OF IDENTIFIED FORECLOSURE PLAINTIFFS IN UNCONTESTED CASES, DOCKET NO.: F-009564-12**

ROSA I. ORTIZ, ESQ., an attorney duly admitted to practice law before the Courts of the State of New Jersey, of full age, certify that:

1. I am the attorney for defendant, FELIX ORTIZ. I am not a party to this action and reside in Union County, New Jersey.
2. On OCTOBER 18, 2012 the following documents were served to the following parties by:

- A. OPPOSITION TO NOI
- B. ATTORNEY'S CERTIFICATION
- C. PROPOSED ORDER

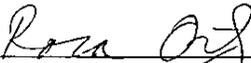
To: REED SMITH LLP - OVERNIGHT MAIL  
ATTN: Mark S. Melodia, Esq.  
Princeton Forrestal Village  
136 Main Street, Suite 250  
Princeton, New Jersey 08540-7839

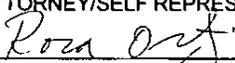
HON. MARGARET M. MCVEIGH, J.S.C. - PERSONAL DELIVERY  
Chief Judge, General Equity Division  
Passaic County Superior Court  
Old Courthouse, Chambers 100  
71 Hamilton Street  
Paterson, NJ 07505

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 by me are willfully false, I am subject to punishment.

Dated: Westbury, New York  
October 18, 2012

ROSA I. ORTIZ, ATTORNEY AT LAW

  
\_\_\_\_\_  
Rosa I. Ortiz, Esq.  
Attorney for Defendant  
FELIX ORTIZ  
162 Post Avenue, 2nd Fl.  
Westbury, NY 11590  
516-493-9802

<b>FORECLOSURE CASE INFORMATION STATEMENT (FCIS)</b>		FOR USE BY CLERK'S OFFICE ONLY	
 <p><b>Use for initial Chancery Division — General Equity foreclosure pleadings (not motions) under Rule 4:5-1. Pleading will be rejected for filing, under Rule 1:5-6(c), if information is not furnished or if attorney's signature is not affixed.</b></p>		PAYMENT TYPE <input type="checkbox"/> CK <input type="checkbox"/> CG <input type="checkbox"/> CA <input type="checkbox"/> MO	
		RECEIPT NO	
		AMOUNT	
		OVERPAYMENT	
		BATCH NUMBER	
		BATCH DATE	
SECTION A: TO BE COMPLETED BY ALL PARTIES			
CAPTION U S Bank National Association as Trustee for BAFC 2007-4 vs Felix Ortiz, et al;		COUNTY OF VENUE Union	
NAME(S) OF FILING PARTY(IES)(e g , John Doe, Plaintiff) Felix Ortiz, Defendant		DOCKET NUMBER (When available) F-36990-09	
ATTORNEY NAME (IF APPLICABLE) Rosa I Ortiz		DOCUMENT TYPE <input type="checkbox"/> COMPLAINT <input type="checkbox"/> ANSWER <input checked="" type="checkbox"/> OTHER	
MAILING ADDRESS 162 Post Avenue, 2nd Fl., Westbury, NY 11590		FIRM NAME (If applicable) Rosa I Ortiz, Attorney at Law	
		DAYTIME TELEPHONE NUMBER (516) 493-9802	
SECTION B: TO BE COMPLETED BY PLAINTIFF TO INITIAL COMPLAINT			
FORECLOSURE CASE TYPE NUMBER		IS THIS A HIGH RISK MORTGAGE PURSUANT TO P.L 2009,c 84 AND P L 2008,c 127 <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
<input type="checkbox"/> 088 IN PERSONAM TAX FORECLOSURE <input type="checkbox"/> 089 IN REM TAX FORECLOSURE <input checked="" type="checkbox"/> 0RF RESIDENTIAL MORTGAGE FORECLOSURE <input type="checkbox"/> 0CF COMMERCIAL MORTGAGE FORECLOSURE <input type="checkbox"/> 0CD CONDOMINIUM OR HOMEOWNER'S ASSOCIATION LIEN FORECLOSURE <input type="checkbox"/> 091 STRICT FORECLOSURE <input type="checkbox"/> 0FP OPTIONAL FORECLOSURE PROCEDURE (NO SALE)		PURCHASE MONEY MORTGAGE <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
		RELATED PENDING CASE <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO IF YES, LIST DOCKET NUMBERS F-009564-12	
FULL PHYSICAL STREET ADDRESS OF PROPERTY 813 Cleveland Avenue, Elizabeth, NJ		MUNICIPALITY CODE(*) 2004	
ZIP CODE 07208 COUNTY Union		MUNICIPAL BLOCK: 10	
		(LOTS) 353	
ALL FILING PARTIES MUST SIGN AND PRINT NAMES(S) AND DATE THE FORM BELOW			
I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with Rule 1:38-7(b).			
ATTORNEY/SELF REPRESENTED SIGNATURE 	PRINT ATTORNEY/SELF REPRESENTED NAME ROSA I. ORTIZ	DATE 10/18/2012	

\*The Municipality Codes are available at [http://www.judiciary.state.nj.us/forms/CN11343\\_municodes\\_11-9-2009.pdf](http://www.judiciary.state.nj.us/forms/CN11343_municodes_11-9-2009.pdf)



L  
A

L  
A

3

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

**U.S. BANK NATIONAL ASSOCIATION,  
AS TRUSTEE FOR BAFC 2007-4  
PLAINTIFF**

**VS.**

**FELIX ORTIZ, ET AL.  
DEFENDANT (S)**

**SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION  
UNION COUNTY**

**DOCKET NO: F-36990-09**

**CIVIL ACTION  
SUMMONS**

**THE STATE OF NEW JERSEY, TO THE DEFENDANTS DESIGNATED BELOW**  
**YOU ARE HEREBY SUMMONED** in a Civil Action in the Superior Court of New Jersey, instituted by the above named plaintiff(s), and required to serve upon the attorney(s) for the plaintiff(s), whose name and office address appears above, an answer to the annexed Foreclosure Complaint within 35 days after the service of the Summons and Complaint upon you, exclusive of the date of service. If you fail to answer, judgment by default may be rendered against you for the relief demanded in the Complaint. You shall promptly file your answer with a filing fee of \$135.00 made payable to the Clerk of the Superior Court and proof of service thereof in duplicate with the Clerk of the Superior Court at CN 971, Trenton, New Jersey 08625, in accordance with the rules of civil practice and procedure.

If you cannot afford to pay an attorney call a Legal Services Office. An individual not eligible for free legal assistance may obtain a referral to an attorney by calling a county Lawyer Referral Service. These numbers may be found on the attached list or in the yellow pages of your phone book or may be obtained by calling the New Jersey State Bar Association Lawyer Referral Service (732) 249-5000. The phone numbers for the county in which this action is pending are: Lawyer Referral Service 908-353-4715, Legal Services Office 908-354-4340. See reverse side for a list of all other counties.

Dated: August 24, 2009

**Jennifer M. Perez**  
Jennifer M. Perez, Acting Clerk  
Superior Court of New Jersey

Name & Address of Defendant to be served:

Felix Ortiz  
Mrs. Felix Ortiz, His Wife  
Sonia Rivera  
811-815 Cleveland Avenue  
Elizabeth, NJ 07208

ATLANTIC COUNTY  
LEGAL SERVICES  
26 S. PENNSYLVANIA AVE.  
SUITE 100, 1<sup>ST</sup> FLOOR...  
ATLANTIC CITY, NJ 08017  
(609)348-4200

BERGEN COUNTY  
LEGAL SERVICES  
61 KANSAS STREET  
HACKENSACK, NJ 07601  
(201)487-2166

BURLINGTON COUNTY  
LEGAL SERVICES  
107 HIGH STREET  
MOUNT HOLLY, NJ 08060  
(609)261-1088

CAMDEN COUNTY  
LEGAL SERVICES  
745 MARKET STREET  
CAMDEN, NJ 08102  
(856)964-2010  
OR 1-800-496-4570

CAPE MAY COUNTY  
LEGAL SERVICES  
1261 ROUTE 9 SOUTH  
CAPE MAY COURT HOUSE  
NJ 08210  
(609)465-3001

CUMBERLAND COUNTY  
LEGAL SERVICES  
CUMBERLAND/SALEM  
22 E. WASHINGTON ST.  
BRIDGETON, NJ 08302-1933  
(856)451-0003 OR  
(856) 935-8047 AND  
FARMWORKER PROJECT  
71 EAST COMMERCE  
STREET  
BRIDGETON, NJ 08302  
(856) 455-0017

ESSEX-NEWARK COUNTY  
LEGAL SERVICES  
5 COMMERCE ST., 2<sup>ND</sup>  
FLOOR  
NEWARK, NJ 07102  
(973) 824-3000 OR  
(973) 624-4500

GLOUCESTER COUNTY  
LEGAL SERVICES  
47 NEWTON AVENUE  
WOODBURY, NJ 08096  
(856)848-5360

HUDSON COUNTY  
LEGAL SERVICES  
574 SUMMIT AVENUE  
JERSEY CITY, NJ 07306  
(201)792-6363

HUNTERDON COUNTY  
LEGAL SERVICES  
82 PARK AVENUE  
FLEMINGTON, NJ 08822  
(908)782-7979

MERCER COUNTY  
LEGAL SERVICES  
198 WEST STATE STREET  
TRENTON, NJ 08608  
(609) 695-6249

MIDDLESEX COUNTY  
LEGAL SERVICES  
NEW BRUNSWICK OFFICE  
317 GEORGE ST., SUITE 201  
NEW BRUNSWICK, NJ 08901  
(732)249-7600 OR  
PERTH AMBOY OFFICE  
313 STATE STREET, SUITE  
308  
PERTH AMBOY, NJ 08868  
(732) 324-1613

MONMOUTH COUNTY  
LEGAL SERVICES  
FREEHOLD OFFICE  
303 WEST MAIN ST., 3<sup>RD</sup>  
FLOOR  
FREEHOLD, NJ 07728  
(732)866-0020 OR  
LONG BRANCH OFFICE  
279 BROADWAY, SUITE 300  
LONG BRANCH, NJ 07740  
(732) 222-3338

MORRIS COUNTY  
LEGAL SERVICES  
30 SCHUYLER PLACE  
CN-900  
MORRISTOWN, NJ 07963  
(973)285-6911

OCEAN COUNTY  
LEGAL SERVICES  
TOMS RIVER OFFICE  
599 ROUTE 37 WEST  
TOMS RIVER, NJ 08753  
(732)941-2727 OR  
LAKEWOOD OFFICE  
LAKEWOOD MEDICAL  
PLAZA  
681 RIVER AVENUE, UNT 2C  
LAKEWOOD, NJ 08701  
(732) 730-3054

PASSAIC COUNTY  
LEGAL SERVICES  
152 MARKET STREET  
PATERSON, NJ 07505  
(973) 523-2900

SALEM COUNTY  
LEGAL SERVICES  
SEE CUMBERLAND COUNTY

SOMERSET COUNTY  
LEGAL SERVICES  
34 W MAIN ST., STE 301  
SOMERVILLE, NJ 08876  
(908)231-0840

SUSSEX COUNTY  
LEGAL SERVICES  
4 PARK PLACE, SUITE 1  
NEWTON, NJ 07860  
(973)983-7400

UNION COUNTY  
LEGAL SERVICES  
60 PRINCE STREET  
ELIZABETH, NJ 07208  
(908)354-4340

WARREN COUNTY  
LEGAL SERVICES  
91 FRONT STREET  
P.O. BOX 65  
BELVIDERE, NJ 07822  
(908)475-2010

ATLANTIC COUNTY  
LAWYER REFERRAL  
ATLANTIC COUNTY  
COURT HOUSE  
1201 BACHARACH BLVD.  
ATLANTIC CITY, NJ 08011  
(609)345-3444

BERGEN COUNTY  
LAWYER REFERRAL  
15 BERGEN STREET  
HACKENSACK, NJ 07601  
(201)488-0041

BURLINGTON COUNTY  
LAWYER REFERRAL  
45 GRANT STREET  
MOUNT HOLLY, NJ 08060  
(609)261-4862

CAMDEN COUNTY  
LAWYER REFERRAL  
1040 N. KINGS HWY.,  
SUITE 201  
CHERRY HILL, NJ 08038  
(856) 482-0618

CAPE MAY COUNTY  
LAWYER REFERRAL  
RT. 9, MAIN STREET  
P.O. BOX 425  
CAPE MAY COURTHOUSE,  
NJ 08210  
(609) 961-0172

CUMBERLAND COUNTY  
LAWYER REFERRAL  
P.O. BOX 731  
MILLVILLE, NJ 08332  
(856) 825-2001

ESSEX COUNTY  
LAWYER REFERRAL  
354 EISENHOWER  
PARKWAY, PLAZA 2  
LIVINGSTON, NJ 07039  
(973) 533-6775

GLOUCESTER COUNTY  
LAWYER REFERRAL  
JUSTICE COMPLEX  
P.O. BOX 338  
WOODBURY, NJ 08096  
(856)848-4589

HUDSON COUNTY  
LAWYER REFERRAL  
583 NEWARK AVENUE  
JERSEY CITY, NJ 07306  
(201)798-2727  
2007

HUNTERDON COUNTY  
LAWYER REFERRAL  
P.O. BOX 573  
ANNANDALE, NJ 08801  
(908)735-2611

MERCER COUNTY  
LAWYER REFERRAL  
1245 WHITEHORSE  
MERCERVILLE ROAD  
SUITE 420  
MERCERVILLE, NJ 08619  
(609)585-6200

MIDDLESEX COUNTY  
LAWYER REFERRAL  
87 BAYARD STREET  
NEW BRUNSWICK, NJ 08901  
(732)828-0053

MONMOUTH COUNTY  
LAWYER REFERRAL  
COURTHOUSE  
FREEHOLD, NJ 07728  
(732)431-5544

MORRIS/SUSSEX/  
COUNTIES LAWYER  
REFERRAL  
28 SCHUYLER PLACE  
MORRISTOWN, NJ 07960  
(973)267-5882

OCEAN COUNTY  
LAWYER REFERRAL  
COURTHOUSE, P.O. BOX 381  
TOMS RIVER, NJ 08753  
(732)240-3666

PASSAIC COUNTY  
LAWYER REFERRAL  
COURTHOUSE  
77 HAMILTON STREET  
PATERSON, NJ 07505  
(973)278-9223

SALEM COUNTY  
LAWYER REFERRAL  
(856)935-5629

SOMERSET COUNTY  
LAWYER REFERRAL  
10 NORTH BRIDGE ST.  
PO BOX 1095  
SOMERVILLE, NJ 08876  
(908)685-2323

UNION COUNTY  
LAWYER REFERRAL  
COURTHOUSE, 1ST FLOOR  
ELIZABETH, NJ 07207  
(908)353-4715  
MON - THURS 10A.M.-1P.M.

WARREN COUNTY  
LAWYER REFERRAL  
413 SECOND STREET  
BELVIDERE, NJ 07823  
(908) 387-1835

08/2009

ASC-10068  
Phelan Hallinan and Schmieg, P.C.  
400 Fellowship Road, Suite 100  
Mount Laurel, NJ 08054  
(856) 813-5500  
Attorneys for Plaintiff

F  
**FILED**  
JUL 15 2009  
SUPERIOR COURT  
CLERK'S OFFICE

U.S. BANK NATIONAL ASSOCIATION,  
AS TRUSTEE FOR BAFC 2007-4  
PLAINTIFF

Vs.

FELIX ORTIZ;  
MRS. FELIX ORTIZ, HIS WIFE;  
SONIA RIVERA;  
MORTGAGE ELECTRONIC  
REGISTRATION SYSTEMS, INC. AS A  
NOMINEE FOR AHM MORTGAGE, ITS  
SUCCESSORS AND ASSIGNS;  
UNITED STATES OF AMERICA  
DEFENDANT(S)

SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION  
UNION COUNTY

DOCKET NO: F- **36990-09**

CIVIL ACTION  
FORECLOSURE COMPLAINT

U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR BAFC 2007-4, having  
its place of business at 3476 Stateview Blvd., Ft. Mill, SC 29715, by way of Complaint says:

**FIRST COUNT**

1. On February 22, 2007, FELIX ORTIZ executed to AHM MORTGAGE, an obligation (NOTE), to secure the sum of \$273,000.00, payable on March 1, 2037, with the initial rate of interest of 6.75% per annum, payable by payments of \$1,770.67 per month for interest and principal. The Note further provides for a late charge of 5 percent for any payment not received 15 days from the date due.
2. To secure the payment of the obligation described in Paragraph 1, FELIX ORTIZ AND SONIA RIVERA executed to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS A NOMINEE FOR AHM MORTGAGE, ITS SUCCESSORS AND

ASSIGN\$ a Non Purchase Money Mortgage on the same date as the Note, and thereby conveyed to it, in fee the land hereinafter described, on the express condition that such conveyance should be void if payment should be made at the time and times, and in the manner described in the obligation. The Mortgage was recorded in the Office of the CLERK of UNION County, in Book 12069 of Mortgages, Page 825. The Mortgage was recorded March 2, 2007. The Note and Mortgage have been assigned as follows:

a. On JUNE 12, 2009, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS A NOMINEE FOR AHM MORTGAGE, ITS SUCCESSORS AND ASSIGNS assigned the mortgage to U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR BAFC 2007-4. The assignment is in the process of being recorded.

b. The Plaintiff is the owner and/or holder of the Note and Mortgage.

3. The mortgaged premises, that is the land that secures the Note, are described below:

All the real property located in the City of Elizabeth, County of Union, State of New Jersey and being further described as follows:

BEGINNING at a point in the northerly line of Cleveland Avenue located 390.00 feet easterly along the same from the corner formed by the intersection of the northerly line of Cleveland Avenue with the easterly line of Verona Avenue; thence

1. Easterly along said line of Cleveland Avenue, 50.00 feet; thence
2. At right angles to Cleveland Avenue, 100.00 feet thence
3. Westerly and parallel with Cleveland Avenue, 50.00 feet; thence
4. Southerly and parallel with the second course, 100.00 feet to the point and place of BEGINNING.

FOR INFORMATION ONLY: Being known as Lot 10 in Block 353 as shown on the Tax Rolls of the City of Elizabeth.

NOTE: Property Address: 811-815 Cleveland Avenue, Elizabeth, NJ 07208-1465.  
NOTE: Mailing Address: 813 Cleveland Avenue, Elizabeth, NJ 07208-1465.

4. The Mortgage contained a provision that, together with, and in addition to, the monthly payments of principle and interest payable under the terms of the secured Note, the Mortgagors will pay the Mortgagee, on the first day of each month until said note is fully paid, a sum equal to 1/12th of the annual taxes and insurance premiums that will next become due, which shall be applied by the Mortgagee to pay the taxes and insurance on said premises.

5. No other instruments appear of record which affect or may affect the premises described in Paragraph 3 above except:

a. FELIX ORTIZ is hereby further named a party defendant herein for any lien, claim or interest he may have in, to or on the mortgaged premises by virtue of the following deed:

i. Deed: Felix Ortiz and Sonia Rivera TO Felix Ortiz, dated June 5, 2007 and recorded August 13, 2007 in Deed Book 5666, Page 567.

b. MRS. FELIX ORTIZ, HIS WIFE is hereby named a party defendant herein for any lien, claim or interest she may have in, to or on the mortgaged premises, which were acquired after the date of the mortgage, because she is the wife of FELIX ORTIZ and it not being known whether or not he is married. This defendant is also joined for any lien, claim or interest she may have in, to or on the mortgaged premises by virtue of the Domestic Partnership Act N.J.S 26:8A-6. The mortgage loan documents establish that at the time of the mortgage FELIX ORTIZ and SONIA RIVERA were married.

c. MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS A NOMINEE FOR AHM MORTGAGE, ITS SUCCESSORS AND ASSIGNS is

hereby named a party defendant herein for any lien, claim or interest it may have in, to or on the mortgaged premises by virtue of the following mortgage:

i. Mortgage: Felix Ortiz and Sonia Rivera TO MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS A NOMINEE FOR AHM MORTGAGE, ITS SUCCESSORS AND ASSIGNS, dated February 22, 2007 and recorded March 2, 2007 in Mortgage Book 12069, Page 841. To Secure \$54,600.00.

d. UNITED STATES OF AMERICA is hereby named a party defendant herein for any lien, claim or interest it may have in, to or on the mortgaged premises by virtue of the following judgment.

JUDGMENT NUMBER: MS-009064-2008  
DATE ENTERED: 05/05/08  
TYPE OF ACTION: CIVIL  
JUDGE: ANTHONY R. MADRONE

UNITED STATES DISTRICT COURT

VENUE: NEWARK

FEES: \$	1,000.00
DAMAGES: \$	25.00
SPEC ASSESSMENT: \$	25.00

CREDITOR: UNITED STATES OF AMERICA  
DEBTOR(S):

FELIX ORTIZ  
(No Address)

ATTORNEY: PATRICK N. MCPHON-  
972 BROAD ST  
NEWARK NJ 07102  
973-645-6373

USA REPRESENTED BY OFFICE OF THE STAFF JUDGE ADVOCATE  
CORIN L. NASH  
FORT MONMOUTH, NJ 07703

\*\*\* End of Abstract \*\*\*

6. The obligation described in Paragraph 1 contains an agreement that if any installment payment of interest and principal, taxes and insurance premiums remain unpaid for 30 days after the date it is due, the whole principal sum, with all unpaid interest, should at the option of the above named Mortgagee or the heirs, executors, administrators, representatives or assigns,

become immediately due and payable.

7. The defendant(s) named in paragraph #1 above, or the grantee or grantees, if any, of the defendant, have defaulted in making the payments to the plaintiff as required by the terms of the obligation and Mortgage referred to in paragraphs #1 and #2 above, The payments have remained unpaid for more than 30 days from the date the said payments were due, and are still unpaid. Because the defendants have defaulted, Plaintiff, has elected that the whole unpaid principle sum due on the obligation and Mortgage referred to in paragraphs #1 and #2 with all unpaid interest and advances made, shall now be due.

8. Any interest or lien which the defendants herein have, or claim to have, in or upon the mortgaged premises or some part thereof is subject to the lien of plaintiff's mortgage.

9. Notice was sent in compliance with the fair foreclosure act more than 31 days prior to filing of the within complaint.

WHEREFORE, plaintiff demands judgment:

- a. Fixing the amount due on its mortgage.
- b. Barring and foreclosing the defendants and each of them of all equity of redemption in to said lands.
- c. Directing that the plaintiff be paid the amount due on its mortgage with Interest and costs.
- d. Adjudging that said lands be sold according to law to satisfy the amount due plaintiff.
- e. Appointing a receiver of rents, issues and profits of said lands.

## SECOND COUNT

1. By the terms of the Note/Bond and Mortgage referred to in paragraphs #1 and #2 of the First Count of this Complaint, the plaintiff is entitled to possession of a tract of land with the appurtenances as more particularly described in paragraph #3 of the First Count.

2. On January 1, 2009, the plaintiff, by the terms of the Note/Bond and Mortgage, becomes entitled to possession of the premises described in paragraph #3 of the First Count of this Complaint except as against those tenants protected under N.J.S.A. 2A: 18-61.1, et seq.

3. On DECEMBER 1, 2008, the mortgage went in default. An installment of principal and interest, insurance and taxes was due and has not been received by the plaintiff.

4. The defendants named in paragraph #1 and paragraph #5 of the First Count of this Complaint have or may claim to have certain rights in the premises described in paragraph #3 of the First Count of this Complaint and by reason thereof have since the date set forth in paragraph #2 above deprived the plaintiff herein of the possession of the premises aforesaid.

WHEREFORE, Plaintiff demands judgment against defendants except those persons protected under N.J.S.A. 2A: 18-61.1, et seq.;

- a. For possession of the said premises to plaintiff, its successors or assignee and/or the purchaser at a foreclosure sale.
- b. For damages for mesne profits.
- c. For costs.

**THIRD COUNT**

1. It having been revealed that the property address on the Plaintiff's mortgage and Note were incorrectly stated as 813 Cleveland Avenue, Elizabeth, NJ 07208, requiring reformation, the plaintiff desires its mortgage documents to be reformed to correct the property address to 811-815 Cleveland Avenue, Elizabeth, NJ 07208-1465, with a mailing address of 813 Cleveland Avenue, Elizabeth, NJ 07208-1465.

**WHEREFORE** it is respectfully requested that the mortgage documents be reformed to reflect the correct mortgage address and the Final Judgment entered in this matter provided for reformation of the plaintiff's mortgage documents so as to correct the clerical error set forth therein.

**FOURTH COUNT**

1. It having been revealed that course two of the property description attached to the Plaintiff's mortgage incorrectly states "At right angles to Cleveland Avenue, 100.00 feet thence" requiring reformation, the plaintiff desires its mortgage documents to be reformed to correct course two of the property description to "Northerly, at right angles to Cleveland Avenue, 100.00 feet thence".

**WHEREFORE** it is respectfully requested that the mortgage documents be reformed to reflect the corrected course two and the Final Judgment entered in this matter provided for reformation of the plaintiff's mortgage documents so as to correct the clerical error set forth therein.

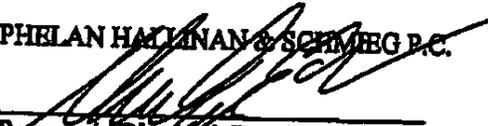
**CERTIFICATION PURSUANT TO RULE 4:5-1**

**The matter in controversy in this Complaint is not the subject of any other action pending in any other Court nor is it the subject of a pending Arbitration proceeding, nor are any other actions or Arbitration proceedings contemplated, and further, to the best of my knowledge, all parties who should be joined in this action have been joined, plaintiff however reserves its right to institute a deficiency suit following the foreclosure consistent with the appropriate New Jersey Statutes.**

**CERTIFICATION**

In accordance with Rule 4:5-1(b)(2), I hereby certify that pursuant to Rule 4:64-1(a), prior to filing the within complaint, I have caused a title search of the public record to be made for the purpose of identifying any lien holders or other persons or entities with an interest in the property that is the subject of this foreclosure.

**PHELAN HALLINAN & SCHMIEG P.C.**

  
\_\_\_\_\_  
Rosemarie Diamond, Esquire  
Jaimie B. Finberg, Esquire  
Kristin L. Ritchings, Esquire  
Vladimir Palma, Esquire  
Jennifer Novick, Esquire  
Brian Blake, Esquire  
Shirley E. Pimm, Esquire  
Brian Yoder, Esquire  
Thomas M. Brodowski, Esquire  
Sharon L. McMahon, Esquire  
Kathryn Gilbertson Shabel, Esquire  
Attorneys for Plaintiff

Dated:

7/15/09

**NOTICE REQUIRED BY THE FAIR DEBT COLLECTION PRACTICES ACT, (the act),  
15.U.S.C. SECTION 1601 AS AMENDED**

If this notice is the first notice that you have received from this office, please be advised of the following:

1. The amount of the original debt is stated in paragraph one of the Complaint attached hereto.
2. The Plaintiff who is named in the attached Summons and Complaint is the Creditor to whom the debt is owed.
3. The debt described in the Complaint attached hereto and evidenced by the copy of the Mortgage/Note will be assumed to be valid by the Creditor's law firm, unless the Debtor(s), within thirty days after receipt of this notice, disputes, in writing, the validity of the debt or some portion thereof.
4. If the Debtor notifies the Creditor's law firm in writing within thirty days of the receipt of this notice that the debt or any portion thereof is disputed, the Creditor's law firm will obtain verification of the debt and a copy of the verification will be mailed to the Debtor by the Creditor's law firm.
5. If the Creditor who is named as Plaintiff in the attached Summons and Complaint is not the original creditor, and if the Debtor makes a request to the Creditor's law firm within thirty (30) days from the receipt of this notice, the name and address of the original Creditor will be mailed to the Debtor by Creditor's law firm.
6. Availing your self of the rights set forth above does not mean that you are not also required to respond in accordance with the summons attached hereto, that indicates that you have thirty-five (35) days from time of service in which to file and answer with the court. While you may avail yourself of the rights set forth above, that will not, in any event, suspend the processing of the within foreclosure action. Further note that consistent with the summons attached, you have the right to file an answer and dispute the allegations of the complaint by filing said answer with the clerk of the court upon payment of an \$135.00 fee. As set forth in the summons, failure to file an answer or otherwise plead will result in default being entered upon you and, in all likelihood, the subject property being sold at a sheriff sale if arrangements are not made with the plaintiff concerning the mortgage indebtedness.
7. Should you desire a statement of the amount due, you may contact Phelan, Hallinan, & Schmieg, P.C. 400 Fellowship Road, Suite 100, Mount Laurel, NJ 08054 and same will be provided to you or your legal representative.

8. As of the date of this pleading, the total amount necessary to pay off this loan is \$279,524.65. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day of payment may be greater. Hence, if the amount shown above is paid, an adjustment may be necessary after plaintiff's counsel receives the check, in which event the borrower will be informed before depositing the check for collection. For further information, please write the undersigned, or call our office by telephone.



**FORECLOSURE  
CASE INFORMATION STATEMENT  
(FCIS)**

*Use for Initial Chancery Division — General Equity*

*Foreclosure pleadings (not motions) under rule 4:5-1.*

*Pleading will be rejected for filing, under Rule 1:5-8(c),  
if information is not furnished or if attorney's signature is not  
affixed.*

FOR USE BY CLERK'S OFFICE ONLY

PAYMENT TYPE: CK  CG  CA

CHG/CK NO. 14090

AMOUNT: 200

OVERPAYMENT:

BATCH NUMBER: 009

CAPTION

**U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE  
FOR BAFC 2007-4 vs. FELIX ORTIZ, et al.**

COUNTY OF VENUE

UNION

NAME OF FILING PARTY (e.g., John Doe, Plaintiff)

U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR  
BAFC 2007-4, PLAINTIFF

DOCKET NUMBER (When available)

F-36990-09

DOCUMENT TYPE

COMPLAINT  ANSWER

ATTORNEY/SELF REPRESENTED NAME

Shirley E. Pimm  
New Jersey Attorney

TELEPHONE

(856) 913-5300

FIRM NAME (if applicable)

PHELAN HALLINAN & SCHMIEG, PC

ADDRESS

400 FELLOWSHIP ROAD, SUITE 100  
MOUNT LAUREL, NJ 08054

FORECLOSURE CASE TYPE NUMBER

- 008 IN PERSONAM TAX FORECLOSURE
- 009 IN REM TAX FORECLOSURE
- 00F RESIDENTIAL MORTGAGE FORECLOSURE
- 00C COMMERCIAL MORTGAGE FORECLOSURE
- 00D CONDOMINIUM OR HOMEOWNER'S ASSOCIATION LIEN FORECLOSURE
- 001 STRICT FORECLOSURE
- OPTIONAL FORECLOSURE PROCEDURE (NO SALE)

DEFENDANT (S) names (i.e., debtors, mortgagors, subordinate mortgages, judgment creditors et seq.)

FELIX ORTIZ;  
MRS. FELIX ORTIZ, HIS WIFE;  
SONIA RIVERA;  
MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC. AS A NOMINEE FOR AHM  
MORTGAGE, ITS SUCCESSORS AND ASSIGNS;  
UNITED STATES OF AMERICA

PROPERTY STREET ADDRESS  
811-815 CLEVELAND AVENUE

MAILING STREET ADDRESS  
815 CLEVELAND AVENUE

MUNICIPALITY: CITY OF ELIZABETH

COUNTY: UNION

MUNICIPAL BLOCK: 10

LOT (S): 383

ZIP CODE: 07208-1485

MORTGAGE FORECLOSURE TYPE

RESIDENTIAL  COMMERCIAL  
PURCHASE MONEY MORTGAGE  YES  NO  
RELATED PENDING CASE  YES  NO

IF YES, LIST DOCKET NUMBERS:

ATTORNEY SIGNATURE

PRINT ATTORNEY NAME

Shirley E. Pimm  
New Jersey Attorney

DATE

7/15/09

CN: 10169-English, FCIS (Appendix X03-B2) - 9/1/2008

**RECEIVED**

JUL 15 2009

SUPERIOR COURT  
CLERK'S OFFICE



RECEIVED MONDAY 7/28/2010 6:23:57 PM 4884026

ASC-10068  
PHELAN HALLINAN & SCHMIEG, PC  
400 Fellowship Road  
Suite 100  
Mt. Laurel, NJ 08054  
(856) 813-5500

Attorneys for Plaintiff

U.S. BANK NATIONAL ASSOCIATION,  
AS TRUSTEE FOR BAFC 2007-4  
PLAINTIFF,

VS

FELIX ORTIZ, ET AL.  
DEFENDANT(S)

RECEIVED IN RECEPTION  
U.S. ATTORNEY'S OFFICE  
2009 AUG 25 PM 2 17  
DISTRICT OF NEW JERSEY  
NEWARK BRANCH OFFICE

SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION  
UNION COUNTY

DOCKET NO: F-36990-09

AFFIDAVIT OF SERVICE

Cost of Service pursuant to R. 4:4-3(e)  
\$25.10

Person to be served (Name & Address): United States of America, C/o US Attorney for the District of New Jersey, 970 Broad Street, Newark, NJ 07102

Papers Served: Summons, Complaint & Amendment

Service Data:

Served Successfully  Not Served  Date: 8-25-09 Time: 2:17 PM  
Attempts: 1

- Delivered a copy to him/her personally
- Left a copy with a competent household Member over 14 years of age residing therein (indicate name & relationship at right)
- Left a copy with a person authorized to accept service, e.g. managing agent, registered agent, etc. (indicate name & official title at right)

Name of Person Served and relationship/title:

Emily M. Jones  
Authorized to accept service on behalf of the United States Attorney General, District of New Jersey

Description of Person Accepting Service:

Sex: F Age: 21 Height: 5'7" Weight: 170 Skin Color: H Hair Color: Bk

Unserved:

- ( ) Defendant is unknown at address furnished by attorney.
- ( ) All reasonable inquiries suggest defendant moved to an undetermined address.
- ( ) No such STREET in municipality.
- ( ) Address is a complex with no directory. Bldg./Apt./Suite # required.
- ( ) No response on: \_\_\_\_\_

Sworn and Subscribed To Before Me This

I, Frank B. Bennett was at the time of service a competent adult not having a direct interest in the litigation. I declare under penalty of perjury that the foregoing is true and correct.

Frank Bennett 8-25-09  
Signature of Process Server Date

20 day of Aug, 2009  
[Signature]  
(Notary Public) My Commission Expires:

Christina [Signature]  
Notary Public  
My Commission Expires

Full Spectrum Services Inc.  
400 Fellowship Road  
Suite 200  
Mt. Laurel, NJ 08054

806 402 590

R

ASC-10068  
**PHELAN HALLINAN & SCHMIEG**  
By: Rosemarie Diamond, Esq.  
400 Fellowship Road, Suite 100  
Mt. Laurel, NJ 08054  
(856) 813-5500  
Attorneys for Plaintiff

U.S. BANK NATIONAL ASSOCIATION, AS  
TRUSTEE FOR BAPC 2007-4  
PLAINTIFF

VS.

FELIX ORTIZ, ET AL.  
DEFENDANT (S)

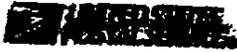
SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION  
UNION COUNTY

DOCKET NO: F-36990-09

CIVIL ACTION  
CERTIFICATION OF MAILING  
SERVICE TO THE ATTORNEY GENERAL OF  
THE UNITED STATES OF AMERICA

I, Janel Stephens, do hereby certify:

1. I am a legal assistant at the law firm of Phelan, Hallinan & Schmieg, attorneys for the plaintiff in the above-entitled action.
2. On August 24, 2009, this office did mail, by regular and Certified Mail, Return Receipt Requested, a copy of the Summons and Complaint/Amended Complaint, amendment(s) and order(s) in the above-entitled action to the Attorney General of the United States of America in Washington, D.C. 20530.
3. The Certified Return Receipt Envelope was either lost or never returned. However, this office verified delivery through the United States Postal Service. Attached hereto is a copy of the confirmation, which verifies that service was completed on 08/31/09. The regular mail was not returned. Therefore, it is presumed to have been received by the Attorney General of the United States of America in Washington, D.C. 20530.
4. Annexed hereto is a copy of the Summons, which requires the defendant, United States of America, to answer the Foreclosure Complaint within sixty (60) days after service of the Summons is made upon said



Home | Help | Sign In

Track & Confirm [FAQs](#)

# Track & Confirm

## Search Results

Label/Receipt Number: 7009 1680 0002 5076 8665  
Status: Delivered

Your item was delivered at 11:53 am on August 31, 2009 in WASHINGTON, DC 20530. A proof of delivery record may be available through your local Post Office for a fee.

Additional information for this item is stored in files offline.

**Track & Confirm**

Enter Label/Receipt Number.

[Request Online Details >](#)  [Return to USPS.com Home >](#)

[Site Map](#)  
 [Customer Service](#)  
 [Forms](#)  
 [Govt Services](#)  
 [Careers](#)  
 [Privacy Policy](#)  
 [Terms of Use](#)  
 [Business Customer Gateway](#)

Copyright © 2010 USPS. All Rights Reserved.  
 No FEAR Act EEO Data  
 FOIA  
  World Headquarters: [Tracking for World](#)  
  Signature Confirmation: [Handwritten Delivery](#)

U.S. Postal Service  
**CERTIFIED MAIL RECEIPT**  
 (Domestic Mail Only; No Insurance Coverage Provided)  
 For delivery status and other information, visit [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage	\$	Postmark (Date)
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

7009 1680 0002 5076 8665

Sent to: *USA ch Attorney General*  
 Street, PO Box, or PO Box No.: *20 Perry Branch NW, LHD*  
 City, State, ZIP+4: *Washington DC 20530*

RECEIVED MONDAY 7/26/2010 8:32:25 PM 4884038

ASC-10068  
PHILAN HALLINAN & SCHMIEG, PC  
400 Fellowship Road, Suite 100  
Mt. Laurel, NJ 08054  
(856) 813-5500  
Attorneys for Plaintiff

U.S. BANK NATIONAL ASSOCIATION, AS  
TRUSTEE FOR BAFC 2007-4  
PLAINTIFF  
VS

FELIX ORTIZ, ET AL.  
DEFENDANT (S)

SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION  
UNION COUNTY

DOCKET NO: F-36990-09

AFFIDAVIT OF SERVICE

Cost of Service pursuant to R. 4:4-3(c) and R. 4:4-4  
\$0

Person to be served (Name & Address):

Mrs. Felix Ortiz, His Wife  
811-815 Cleveland Avenue  
Elizabeth, NJ 07208

Papers Served: Summons, Complaint, Notice and Instructions for Mediation Program

Service Data:

Served Successfully  Not Served  Date: 8/27/09 Time: 9/0

Delivered a copy to him/her personally  Name of Person Served and relationship/title: USA Nurse  
Left a copy with a competent household Member over 14 years of age residing therein (indicate name & relationship at right)

CORPORATION-BUSINESS-GOVERNMENT AGENCY

SERVING A COPY ON

- Officer  Managing Agent  Registered Agent  Person in charge of the Registered Office of the corporation
- Director/Asst. Director  Clerk of the Board  Deputy Clerk of the Board
- Presiding Officer  Agent authorized to accept service

NAME AND RELATIONSHIP OF PERSON ACCEPTING SERVICE:

DATE SERVED:

Description of Person Accepting Service:

Sex: F Age: 49 Height: 55 Weight: 160 Skin Color: MDD Hair Color: BLK

Unserved:

- Defendant is unknown at address furnished by attorney.
- All reasonable inquiries suggest defendant moved to an undetermined address.
- No such STREET in municipality.
- Address is a complex with no directory. Bldg./Apt./Suite # required.
- No response on:

Sworn and Subscribed To Before Me This time in the foregoing

27 day of August, 2009

I, Thomas Smith, was at the of service a competent adult not having a direct interest litigation. I declare under penalty of perjury that the is true and correct.

Signature of Process Server: [Signature] Date: 8/27/09

(Notary Public) My Commission Expires:

BETH A. SMITH  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
MY COMMISSION EXPIRES APRIL 13, 2014

Thomas J. Smith  
Address: 83 Park Ave  
Caldwell, N.J. 07006  
(973) 202-2954

View: [Results List](#) | [Full](#) | [Visualize Report](#) 1 of 1



Search: [Public Records](#) > [Comprehensive Person Report Search](#) > Search Results > Person Report Request  
Terms: [asn\(081-78-0719\)](#) [state\(ALL\)](#) [radius\(30\)](#) ( [Edit Search](#) | [New Search](#) )

Save as Alert  
 Select for Delivery

- Report Contents
- [Top of Report](#)
- [Subject Summary](#)
- [Others Using SSN](#)
- [Address Summary \(7\)](#)
- [Voter Registrations](#)
- [Driver Licenses \(1\)](#)
- [Professional Licenses](#)
- [Health Care Providers](#)
- [Health Care Sanctions](#)
- [Pilot Licenses](#)
- [Sport Licenses](#)
- [Real Property](#)
- [Assets \(5\)](#)
- [Motor Vehicle Registrations](#)
- [Boats](#)
- [Aircraft](#)
- [Bankruptcy Information](#)
- [Judgments/Liens](#)
- [UCC Liens](#)
- [Fictitious Businesses](#)
- [Potential Relatives \(8\)](#)
- [Business Associates](#)
- [Person Associates \(3\)](#)
- [Neighbors \(6\)](#)
- [Sources \(12\)](#)

FOR INFORMATIONAL PURPOSES ONLY  
Copyright 2010 LexisNexis  
a division of Reed Elsevier Inc. All Rights Reserved.

Full Name	Address	County	Phone
ORTIZ, FELIX M	813 CLEVELAND AVE ELIZABETH, NJ 07208-1465	UNION	None Listed

**ADDITIONAL PERSONAL INFORMATION**

SSN	DOB	Gender
081-78-XXXX	6/1954 (Age:55)	

**Subject Summary**

**Name Variations**

- 1: ORTIZ, FELIX
- 2: ORTIZ, FELIX M
- 3: ORTIZ, FELIZ

[View All Name Variations Sources](#)

**SSNs Summary**

No.	SSN	State Iss.	Date Iss.
1:	081-78-XXXX	Most frequent SSN attributed to subject: New York	1991-1992

[View All SSN Sources](#)

**Warnings**

**DOBs**

**Reported DOBs:**  
6/1954

[View All DOB Sources](#)

**Address Summary - - 7 records found**

[View All Address Variations Sources](#)

**Driver Licenses - 1 records found**

**Real Property - 5 records found**

[View Real Property Sources](#)

**Potential Relatives - 8 records found**

No.	Full Name	Address	Phone Actions
1	ORTIZ, ROSA I SSN:092-86-XXXX DOB:3/1985 (Age: 25)	251 JACKSON ST APT 3T HEMPSTEAD, NY 11550-3158 5320 7TH AVE FL 1 BROOKLYN, NY 11220-3508 813 CLEVELAND AVE ELIZABETH, NJ 07208-1465 680 53RD ST APT 9 BROOKLYN, NY 11220-2844 19 BAUGHMAN PL BROOKLYN, NY 11234-3616	<a href="#">Get Report</a>
2	ORTIZ, LINEL M SSN:092-86-XXXX DOB:3/1987 (Age: 23)	6770 YELLOWSTONE BLVD APT 2F FOREST HILLS, NY 11375-2832 813 CLEVELAND AVE ELIZABETH, NJ 07208-1465	<a href="#">Get Report</a>

- Further Searches**

  - [Health Care Providers](#)
  - [Health Care Provider Sanctions](#)
  - [Patriot Act](#)
  - [Marriage and Divorces](#)

- 3 ORTIZ, FELIX

  - 680 53RD ST APT 9  
BROOKLYN, NY 11220-2844
  - 680 53RD ST APT 18  
BROOKLYN, NY 11220-2856
  - 19 BAUGHMAN PL  
BROOKLYN, NY 11234-3616
  - 410 N 6TH ST APT 2F  
READING, PA 19601-3874
  - 813 CLEVELAND AVE  
ELIZABETH, NJ 07208-1465
  - 410 S 6TH ST  
READING, PA 19602-2411

Get Report
  
- 4 ORTIZ, FELIX  
• AKA ORTIZ, FELIX A  
SSN:126-58-XXXX  
DOB:12/1964  
(Age: 45)

  - 813 CLEVELAND AVE  
ELIZABETH, NJ 07208-1465
  - 1501 N LINCOLN AVE APT 2S  
SCRANTON, PA 18508-1845
  - 15517 107TH AVE # 1  
JAMAICA, NY 11433-1907
  - 102 9 GLENWOOD RD  
BROOKLYN, NY 11236
  - 1029 GLENWOOD RD  
BROOKLYN, NY 11230

Get Report
  
- 4.A GARCIA, JEANNETTE L

  - AKA ORTIZ, JEANNETTE
  - AKA GARCIA, JEANNETTE
  - AKA ORTIZ, JEANNETT G
  - AKA ORTIZ, JEANNETT G
  - AKA ALVARADO, JEANNETTE
  - AKA GARCIA, JEANNETTE LUZ
  - AKA GARCIA-ORTIZ, JEANNETTE
  - AKA ORTIZ, JEANNETTE L
  - AKA ORTIZ, JEANNETTE L
  - AKA GARCIA, JEANNETTELUZ LUZ
  - AKA ORTIZ, JEANNETTELUZ LUZ

SSN:100-62-XXXX  
 ⚠ SSN linked to multiple people  
 DOB:5/1968  
 (Age: 42)

  - 1501 N LINCOLN AVE APT 2S-N  
SCRANTON, PA 18508-1845
  - (570) 343-7405
  - Get Report
  - 4115 50TH AVE APT 5R  
SUNNYSIDE, NY 11104-3134
  - 15517 107TH AVE APT 1  
JAMAICA, NY 11433-1907
  - 15 50TH AVE APT 5R  
SUNNYSIDE, NY 11104
  - 4115 5075 AVE APT 502  
SUNNYSIDE, NY 11104
  
- 4.B FIGUEROA, ROBERTO ORTIZ

  - AKA ORTIZ, ROBERTO FIGUEROA ORTIZ
  - AKA ORTIZ, ROBERTO FIGUEROA
  - AKA ORTIZFIGUEROA, ROBERTOFIGUEROA

SSN:083-46-XXXX  
 DOB:6/1958  
 (Age: 52)

  - PO BOX 2763  
SAN GERMAN, PR 00683-2763
  - 3 CALLE ACROPOLIS  
SAN GERMAN, PR 00683-4716
  - (787) 892-4236
  - 3 QUINTA DR VELEZ ACROPOLIS  
SAN GERMAN, PR 00683
  - 4115 50TH AVE APT 5R  
SUNNYSIDE, NY 11104-3134
  - 1 QTA DR VELEZ # 3  
SAN GERMAN, PR 00683

Get Report
  
- 4.C ORTIZ, EST OF

  - ⚠ Deceased
  - AKA ORTIZ, FELICIA
  - AKA OF, FELICITA
  - AKA ORTIZ, FELICITA
  - AKA ORTIZ, FELICITA
  - AKA ORTIZ, FLEICITA
  - AKA ORTIZ, FELICITA

SSN:580-26-XXXX  
 ⚠ Deceased  
 DOB:12/1925

  - 4115 50TH AVE APT 5R  
SUNNYSIDE, NY 11104-3134
  - 1830 AMETHYST ST APT 3B  
BRONX, NY 10462-3559
  - 1382 WHITE PLAINS RD APT 5B  
BRONX, NY 10462-4187

Get Report

(Age: 64)  
 5 ORTIZ, FELIX M 680 53RD ST APT 1B (718) Get Report  
 BROOKLYN, NY 11220-2843 972-1194

Person Associates - 3 records found

No.	Full Name	Address	SSN	Phone	DOB	Actions
1:	BAEZ, ROSA N NUNEZ, ROSA B NUNEZ, ROSA M	813 CLEVELAND AVE ELIZABETH, NJ 07208-1465		092-86-XXXX		6/1958 Get Report
		680 53RD ST APT 1B BROOKLYN, NY 11220-2843				
		5520 7TH AVE APT 1FL BROOKLYN, NY 11220-3508				
		680-53 ST BROOKLYN, NY 11220				
		68053 ST ST APT 1B BROOKLYN, NY 11220				
2:	RIVERA, MARCANO S RIVERA, SONIA RIVERA, SONIA S	19 BAUGHMAN PL APT PH BROOKLYN, NY 11234-3616	582-11-XXXX	(407) 240-1064	2/1961	Get Report
		4520 7TH AVE APT 2ND BROOKLYN, NY 11220-3508				
		724 N 2ND ST APT READING, PA 19601-4918				
		9204 GREAT SOUND DR ORLANDO, FL 32827-5110				
		680 53RD ST APT 1B BROOKLYN, NY 11220-2843				
3:	SOMAR, ERIC STEVEN	6770 YELLOWSTONE BLVD APT 2E FOREST HILLS, NY 11375-3242	118-76-XXXX			9/1985 Get Report
		13530 GRAND CENTRAL PKWY APT 422 JAMAICA, NY 11435-1058				
		813 CLEVELAND AVE ELIZABETH, NJ 07208-1465				
		135-30 GCP APT 422 KEW GARDENS, NY 11435				

Neighbors - 6 records found

813 CLEVELAND AVE ELIZABETH, NJ 07208-1465

Name	Address	Phone	Actions
RUSS, BETH G RUSS, HERBERT COAKLEY, JOSEPH J	771 CLEVELAND AVE ELIZABETH, NJ 07208-1580	(908) 965-0918	
FERNANDES, ANGELENA FERNANDES, ANTONIO M	813 CLEVELAND AVE ELIZABETH, NJ 07208-1466		
PORTO, LAURA A SANTIAGO, DONNA A SANTIAGO, ROBERTO SANTOS WILLIAMS, ANNE L	812 CLEVELAND AVE 14 ELIZABETH, NJ 07208-1466		
JOHNSON, PURA M JOHNSON, RICHARD LEE	814 CLEVELAND AVE ELIZABETH, NJ 07208-1466		
MATTHEWS, BEA NUNEZ, ANTONIO J NUNEZ, SONIA RAMOS, MOISES SOTO	817 CLEVELAND AVE ELIZABETH, NJ 07208-1465	(908) 351-6047	
	820 CLEVELAND AVE ELIZABETH, NJ 07208-1466	(908) 354-1489	

Sources - 12 records found

All Sources  
 Driver Licenses  
 Historical Person Locator

12 Source Document(s)  
 1 Source Document(s)  
 4 Source Document(s)

ASC-10068  
PHILAN HALLINAN & SCHMIEG, PC  
400 Fellowship Road, Suite 100  
Mt. Laurel, NJ 08054  
(856) 813-5500  
Attorneys for Plaintiff

U.S. BANK NATIONAL ASSOCIATION, AS  
TRUSTEE FOR BAFC 2007-4  
PLAINTIFF  
VS

FELIX ORTIZ, ET AL.  
DEFENDANT (S)

SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION  
UNION COUNTY

DOCKET NO: F-36990-09

AFFIDAVIT OF SERVICE

Cost of Service pursuant to R. 4:4-3(c) and R. 4:4-4  
\$20.00

Person to be served (Name & Address):

Sonia Rivera  
811-815 Cleveland Avenue  
Elizabeth, NJ 07208

Papers Served: Summons, Complaint, Notice and Instructions for Mediation Program

Service Data:

Served Successfully    Not Served    Date: 9/27/09 Time: 9:10

Attempts: 2

   Delivered a copy to him/her personally  
   Left a copy with a competent household member over 14 years of age residing therein (indicate name & relationship at right)  
Name of Person Served and relationship/title: SOA Rivera

CORPORATION-BUSINESS-GOVERNMENT AGENCY

SERVING A COPY ON

- Officer
- Managing Agent
- Registered Agent
- Person in charge of the Registered Office of the corporation
- Municipal Clerk
- Clerk of the Board
- Deputy Clerk of the Board
- Director/Asst. Director
- Agent authorized to accept service
- Presiding Officer

NAME AND RELATIONSHIP OF PERSON ACCEPTING SERVICE: \_\_\_\_\_

DATE SERVED: \_\_\_\_\_

Description of Person Accepting Service:

Sex: F Age: 40 Height: 55 Weight: 110 Skin Color: MD Hair Color: BR

Unserved:

- Defendant is unknown at address furnished by attorney.
- All reasonable inquiries suggest defendant moved to an undetermined address.
- No such STREET in municipality.
- Address is a complex with no directory. Bldg./Apt./Suite # required.
- No response on: \_\_\_\_\_

Sworn and Subscribed To Before Me This  
time  
in the  
foregoing

27 day of August, 2009

I, Thomas Smith, was at the  
of service a competent adult not having a direct interest  
in litigation. I declare under penalty of perjury that the  
is true and correct.

Signature of Process Server

Date

(Notary Public) My Commission Expires:

BETH A. SMITH  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
MY COMMISSION EXPIRES APRIL 13, 2014

Thomas I Smith  
Address & Telephone No. of Process Server  
83 Park Ave  
Caldwell, N.J. 07006  
(973) 202-2954

ASC-10068  
PHELAN HALLINAN & SCHMIEG, PC  
By: Rosemarie Diamond, Esq.  
400 Fellowship Road, Suite 100  
Mt. Laurel, NJ 08054  
(856) 813-5500  
Attorneys for Plaintiff

R

U.S. BANK NATIONAL ASSOCIATION, AS  
TRUSTEE FOR BAFC 2007-4  
PLAINTIFF,

VS.

FELIX ORTIZ, ET AL.  
DEPENDANT(S)

SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION  
UNION COUNTY

DOCKET NO: F-36990-09

CIVIL ACTION  
CERTIFICATION OF INQUIRY

I, VLADIMIR PALMA, Esquire, do hereby certify:

1. I am an attorney at law of the State of New Jersey and a member of the law firm of Phelan Hallinan & Schmieg, attorneys for the plaintiff in the above matter.
2. This office was unable to ascertain the actual, real or given name of the defendant Mrs. Felix Ortiz, his wife. This information was requested via the process server on the date of service, however, was name was not given. Our office reviewed Lexis Nexis to determine if the mortgagor was actually married and to obtain the actual given name of the spouse, however, we can not ascertain with certainty the actual name of our mortgagor's spouse. A copy of which is attached hereto.
3. I hereby certify that the foregoing statements made by me are true and I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

PHELAN HALLINAN & SCHMIEG, PC

*KL*

Rosemarie Diamond, Esquire  
Jaimie B. Finberg, Esquire  
Kristin L. Ritchings, Esquire  
Vladimir Palma, Esquire  
Jennifer Novick, Esquire  
Brian J. Yoder, Esquire  
Brian Blake, Esquire  
Shirley E. Pimm, Esquire  
Thomas M. Brodowski, Esquire  
Sharon L. McMahon, Esquire  
Attorneys for Plaintiff

Dated: June 11, 2010

ASC-10068  
PHELAN HALLINAN & SCHMIEG, PC  
400 Fellowship Road, Suite 100  
Mt. Laurel, NJ 08054  
(856) 813-5500  
Attorneys for Plaintiff

U.S. BANK NATIONAL ASSOCIATION, AS  
TRUSTEE FOR BAFC 2007-4  
PLAINTIFF  
VS

FELIX ORTIZ, ET AL.  
DEFENDANT (S)

SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION  
UNION COUNTY

DOCKET NO: F-36990-09

AFFIDAVIT OF SERVICE

Cost of Service pursuant to R. 4:4-3(c)  
\$25.50

Person to be served (Name & Address):

Mortgage Electronic Registration Systems, Inc. as a Nominee for AHM Mortgage, its Successors and  
Assigns  
c/o Corporation Trust Company, R.A.  
820 Bear Tavern Rd.  
West Trenton, NJ 08628

Papers Served: Summons and Complaint

Service Data:

Served Successfully  Not Served  Date: \_\_\_\_\_ Time: 1:45

Delivered a copy to him/her personally  Name of Person Served and relationship/title: \_\_\_\_\_  
Left a copy with a competent household member over 14 years of age residing therein (indicate name & relationship at right)

CORPORATION-BUSINESS-GOVERNMENT AGENCY

SERVING A COPY ON

- Officer  Managing Agent  Registered Agent  Person in charge of the Registered Office of the corporation
- Municipal Clerk  Clerk of the Board  Deputy Clerk of the Board
- Director/Asst. Director  Agent authorized to accept service
- Presiding Officer

NAME AND RELATIONSHIP OF PERSON ACCEPTING SERVICE: Marge Phillips

DATE SERVED: 8/25/09

Description of Person Accepting Service:

Sex: F Age: 55/60 Height: 5'6" Weight: 160 Skin Color: \_\_\_\_\_ Hair Color: \_\_\_\_\_

Unsworn:

- Defendant is unknown at address furnished by attorney.
- All reasonable inquiries suggest defendant moved to an undetermined address.
- No such STREET in municipality.
- Address is a complex with no directory. Bldg./Apt./Suite # required.
- No response on: \_\_\_\_\_

Sworn and Subscribed To Before Me This  
time  
in the  
foregoing

I, Lynora Bolton, was at the  
of service a competent adult not having a direct interest  
in the litigation. I declare under penalty of perjury that the  
is true and correct.

25 day of August, 2009

(Notary Public) My Commission Expires:

CRAIG NASH  
ID # 2346706

NOTARY PUBLIC OF NEW JERSEY  
Commission Expires 7/13/2011

Signature of Process Server: \_\_\_\_\_  
Full Spectrum Services, Inc.  
400 Fellowship Rd., Suite 250  
Mt. Laurel, NJ 08054  
856-613-1480

Address & Telephone No. of Process Server

RECEIVED WEDNESDAY 8/11/2010 8:47:48 AM 5200187

ASC-10068  
PHILAN HALLINAN & SCHMIDT, PC  
400 Fellowship Road, Suite 100  
Mt. Laurel, NJ 08054  
(856) 813-5500  
Attorneys for Plaintiff

U.S. BANK NATIONAL ASSOCIATION, AS  
TRUSTEE FOR BAFC 2007-4  
PLAINTIFF  
VS

FELIX ORTIZ, ET AL.  
DEFENDANT (S)

SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION  
UNION COUNTY

DOCKET NO: F-36990-09

AFFIDAVIT OF SERVICE

Cost of Service pursuant to R. 4:4-3(c) and R. 4:4-4  
\$0

Person to be served (Name & Address):

Mrs. Felix Ortiz, His Wife  
811-815 Cleveland Avenue  
Elizabeth, NJ 07208

Papers Served: Summons, Complaint, Notice and Instructions for Mediation Program

Service Date:

Served Successfully    Not Served    Date: 8/27/09 Time: 9/0

Attempts: 2

   Delivered a copy to him/her personally  
   Left a copy with a competent household  
Member over 14 years of age residing  
therein (indicate name & relationship at right)

Name of Person Served and relationship/title:  
USA Divorc

CORPORATION-BUSINESS-GOVERNMENT AGENCY

SERVING A COPY ON

- Officer       Managing Agent       Registered Agent       Person in charge of the Registered Office of the corporation
- Municipal Clerk       Clerk of the Board       Deputy Clerk of the Board
- Director/Asst. Director       Agent authorized to accept service
- Presiding Officer

NAME AND RELATIONSHIP OF PERSON ACCEPTING SERVICE: \_\_\_\_\_

DATE SERVED: \_\_\_\_\_

Description of Person Accepting Service:

Sex: F Age: 49 Height: 55 Weight: 160 Skin Color: Med Hair Color: Blk

Unserved:

- Defendant is unknown at address furnished by attorney.
- All reasonable inquiries suggest defendant moved to an undetermined address.
- No such STREET in municipality.
- Address is a complex with no directory. Bldg./Apt./Suite # required.
- No response on \_\_\_\_\_

Sworn and Subscribed To Before Me This  
time  
in the  
foregoing

07 day of August, 2009

Thomas Smith was at the  
of service a competent adult not having a direct interest  
in the litigation. I declare under penalty of perjury that the  
is true and correct.

Signature of Process Server

Date

Thomas J. Smith

65 Park Ave  
Address of Plaintiff's Agent/Process Server  
Caldwell, N.J. 07006

(973) 202-2954

(Notary Public) My Commission Expires:

**BETH A. SMITH**  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
MY COMMISSION EXPIRES APRIL 13, 2014

ASC-10068  
PHELAN HALLINAN & SCHMIEG, PC  
400 Fellowship Road, Suite 100  
Mt. Laurel, NJ 08054  
(856) 813-5500  
Attorneys for Plaintiff

U.S. BANK NATIONAL ASSOCIATION, AS  
TRUSTEE FOR BAFC 2007-4  
PLAINTIFF  
VS

FELIX ORTIZ, ET AL.  
DEFENDANT (S)

SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION  
UNION COUNTY

DOCKET NO: F-36990-09

AFFIDAVIT OF SERVICE

Cost of Service pursuant to R. 4:4-3(e) and R. 4:4-4  
\$20.00

Person to be served (Name & Address):

Sonia Rivera  
811-815 Cleveland Avenue  
Elizabeth, NJ 07208

Papers Served: Summons, Complaint, Notice and Instructions for Mediation Program

Service Data:

Served Successfully

Not Served

Date: 8/27/09

Time: 9/10

Attempts: 2

Delivered a copy to him/her personally  
 Left a copy with a competent household  
Member over 14 years of age residing  
therein (Indicate name & relationship at right)

Name of Person Served and relationship/title:  
LISA RIVERA

SERVING A COPY ON

CORPORATION-BUSINESS-GOVERNMENT AGENCY

- Officer  Managing Agent  Registered Agent  Person in charge of the Registered Office of the corporation
- Director/Asst. Director  Municipal Clerk  Clerk of the Board  Deputy Clerk of the Board
- Presiding Officer  Agent authorized to accept service

NAME AND RELATIONSHIP OF PERSON ACCEPTING SERVICE:

DATE SERVED:

Description of Person Accepting Service:

Sex: F Age: 40 Height: 55 Weight: 110 Skin Color: FIP Hair Color: BM

Unserved:

- Defendant is unknown at address furnished by attorney.
- All reasonable inquiries suggest defendant moved to an undetermined address.
- No such STREET in municipality.
- Address is a complex with no directory. Bldg./Apt./Suite # required.
- No response on:

Sworn and Subscribed To Before Me This  
time  
in the  
foregoing

27 day of August, 20 09

I, Thomas Smith, was at the  
of service a competent adult not having a direct interest  
in the litigation. I declare under penalty of perjury that the  
is true and correct.

Signature of Process Server

Date

Thomas J. Smith  
Address: 85 Park Ave of Process Server  
Caldwell, N.J. 07006  
(973) 202-2954

(Notary Public) My Commission Expires:  
**BETH A. SMITH**  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
MY COMMISSION EXPIRES APRIL 13, 2014

ASC-10068  
PHELAN HALLINAN & SCHMIEG, PC  
400 Fellowship Road, Suite 100  
Mt. Laurel, NJ 08054  
(856) 813-5500  
Attorneys for Plaintiff

U.S. BANK NATIONAL ASSOCIATION, AS  
TRUSTEE FOR BAFC 2007-4  
PLAINTIFF  
VS

FELIX ORTIZ, ET AL.  
DEFENDANT (S)

SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION  
UNION COUNTY

DOCKET NO: F-36990-09

AFFIDAVIT OF SERVICE

Cost of Service pursuant to R. 4:4-3(c)  
\$25.50

Person to be served (Name & Address):

Mortgage Electronic Registration Systems, Inc. as a Nominee for AHM Mortgage, its Successors and Assigns

c/o Corporation Trust Company, R.A.

820 Bear Tavern Rd.

West Trenton, NJ 08628

Papers Served: Summons and Complaint

Service Data:

Served Successfully  Not Served  Date: \_\_\_\_\_ Time: 1:45  
Attempts: \_\_\_\_\_

Delivered a copy to him/her personally  
 Left a copy with a competent household member over 14 years of age residing therein (indicate name & relationship at right)  
Name of Person Served and relationship/title: \_\_\_\_\_

CORPORATION-BUSINESS-GOVERNMENT AGENCY

SERVING A COPY ON

- Officer  Managing Agent  Registered Agent  Person in charge of the Registered Office of the corporation
- Municipal Clerk  Clerk of the Board  Deputy Clerk of the Board
- Director/Ast. Director  Agent authorized to accept service
- Presiding Officer

NAME AND RELATIONSHIP OF PERSON ACCEPTING SERVICE: Marge Phillips

DATE SERVED: 8/25/09

Description of Person Accepting Service:

Sex: F Age: 55/60 Height: 5'6" Weight: 160 Skin Color: white Hair Color: black

Unserved:

- Defendant is unknown at address furnished by attorney.
- All reasonable inquiries suggest defendant moved to an undetermined address.
- No such STREET in municipality.
- Address is a complex with no directory. Bldg./Apt./Suite # required.
- No response on: \_\_\_\_\_

Sworn and Subscribed To Before Me This time in the foregoing

Lipman Bolton was at the of service a competent adult not having a direct interest litigation. I declare under penalty of perjury that the is true and correct.

25 day of August, 20 09

[Signature]  
Signature of Process Server Spectrum Services, Inc.  
400 Fellowship Rd., Suite 200  
Mt. Laurel, NJ 08054  
856-613-1460

(Notary Public) My Commission Expires:

CRAIG NASH  
ID # 2346706

NOTARY PUBLIC OF NEW JERSEY  
Commission Expires 7/13/2011

Address & Telephone No. of Process Server

ASC-10068  
PHELAN HALLINAN & SCHMIEG, PC  
400 Fellowship Road  
Suite 100  
Mt. Laurel, NJ 08054  
(856) 813-5500  
Attorneys for Plaintiff

RECEIVED IN RECEPTION  
U.S. ATTORNEY'S OFFICE  
2008 AUG 25 PM 2 17  
DISTRICT OF NEW JERSEY  
NEWARK BRANCH OFFICE

U.S. BANK NATIONAL ASSOCIATION,  
AS TRUSTEE FOR BAFC 2007-4  
PLAINTIFF,

SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION  
UNION COUNTY

VS

DOCKET NO: F-36990-09

FELIX ORTIZ, ET AL.  
DEFENDANT(S)

AFFIDAVIT OF SERVICE

Cost of Service pursuant to R. 4:4-3(c)  
\$25.10

Person to be served (Name & Address): United States of America, C/o US Attorney for the District of New Jersey, 970 Broad Street, Newark, NJ 07102

Papers Served: Summons, Complaint & Amendment

Service Data:

Served Successfully  Not Served  Date: 8-25-09 Time: 2:17

Attempts: 1

Delivered a copy to him/her personally  
 Left a copy with a competent household Member over 14 years of age residing therein (indicate name & relationship at right)

Name of Person Served and relationship/title:

Emily Reeves  
Authorized to accept service on behalf of the United States Attorney General, District of New Jersey

Left a copy with a person authorized to accept service, e.g. managing agent, registered agent, etc. (indicate name & official title at right)

Description of Person Accepting Service:

Sex: F Age: 21 Height: 5'7" Weight: 170 Skin Color: H Hair Color: BRO

Unserved:

- ( ) Defendant is unknown at address furnished by attorney.
- ( ) All reasonable inquiries suggest defendant moved to an undetermined address.
- ( ) No such STREET in municipality.
- ( ) Address is a complex with no directory. Bldg./Apt./Suite # required.
- ( ) No response on: \_\_\_\_\_

Sworn and Subscribed To Before Me This

I, Frank Banerito, was at the time of service a competent adult not having a direct interest in the litigation. I declare under penalty of perjury that the foregoing is true and correct.  
Frank Banerito 8-25-09  
Signature of Process Server Date

20 day of Aug, 20 09  
[Signature]  
(Notary Public) My Commission Expires:

Christina [Signature]  
A Notary Public in the State of New Jersey  
My Commission Expires [Date]

Full Spectrum Services Inc.  
400 Fellowship Road  
Suite 220  
Mt. Laurel, NJ 08054

806 402 590

ASC-10068  
PHELAN HALLINAN & SCHMIEG  
By: Rosemarie Diamond, Esq.  
400 Fellowship Road, Suite 100  
Mt. Laurel, NJ 08054  
(856) 813-5500  
Attorneys for Plaintiff

U.S. BANK NATIONAL ASSOCIATION, AS  
TRUSTEE FOR BAFC 2007-4  
PLAINTIFF

VS.

FELIX ORTIZ, ET AL.  
DEFENDANT(S)

SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION  
UNION COUNTY

DOCKET NO: F-36990-09

CIVIL ACTION  
CERTIFICATION OF MAILING  
SERVICE TO THE ATTORNEY GENERAL OF  
THE UNITED STATES OF AMERICA

I, Janel Stephens, do hereby certify:

1. I am a legal assistant at the law firm of Phelan, Hallinan & Schmieg, attorneys for the plaintiff in the above-entitled action.
2. On August 24, 2009, this office did mail, by regular and Certified Mail, Return Receipt Requested, a copy of the Summons and Complaint/Amended Complaint, amendment(s) and order(s) in the above-entitled action to the Attorney General of the United States of America in Washington, D.C. 20530.
3. The Certified Return Receipt Envelope was either lost or never returned. However, this office verified delivery through the United States Postal Service. Attached hereto is a copy of the confirmation, which verifies that service was completed on 08/31/09. The regular mail was not returned. Therefore, it is presumed to have been received by the Attorney General of the United States of America in Washington, D.C. 20530.
4. Annexed hereto is a copy of the Summons, which requires the defendant, United States of America, to answer the Foreclosure Complaint within sixty (60) days after service of the Summons is made upon said

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

By:   
Janel Stephens  
Legal Assistant for Plaintiff

Dated: June 11, 2010



Home | Help | Sign In

Track & Confirm **FAGa**

# Track & Confirm

## Search Results

Label/Receipt Number: 7009 1680 0002 5076 8665  
Status: Delivered

Your item was delivered at 11:53 am on August 31, 2009 in WASHINGTON, DC 20530. A proof of delivery record may be available through your local Post Office for a fee.

Additional information for this item is stored in files offline.

Track & Confirm

Enter Label/Receipt Number.



- [Restore Billing Details >](#)
- [Return to USPS.com Home >](#)

[Site Map](#)
[Customer Service](#)
[Forms](#)
[Go! Services](#)
[Careers](#)
[Privacy Policy](#)
[Terms of Use](#)
[Business Customer Gateway](#)

Copyright © 2010 USPS. All Rights Reserved.
 [No FEAR Act EEO Data](#)
[FOIA](#)

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

**OFFICIAL USE**

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Postmark Here

7009 1680 0002 5076 8665

Sent to: *USA ch Attorney General*  
 Street, Apt. No. 1  
 or PO Box No. *20 Perryman Ave NW LN 105*  
 City, State, ZIP+4  
*Washington DC 20530*



**ASC-10068**  
**PHELAN HALLINAN & SCHMIEG, PC**  
400 Fellowship Road, Suite 100  
Mt. Laurel, NJ 08054  
(856) 813-5500  
**Attorneys for Plaintiff**

<b>U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR BAFC 2007-4 PLAINTIFF,</b>	<b>SUPERIOR COURT OF NEW JERSEY CHANCERY DIVISION UNION COUNTY</b>
<b>VS.</b>	<b>DOCKET NO: F-36990-09</b>
<b>FELIX ORTIZ, ET AL. DEFENDANT(S)</b>	<b>CIVIL ACTION NOTICE OF MOTION FOR ENTRY OF DEFAULT</b>

**TO:**  
Felix Ortiz  
Mrs. Felix Ortiz, his wife  
Sonia Rivera  
811-815 Cleveland Ave  
Elizabeth, NJ 07208

Mortgage Electronic Registration Systems, Inc as a nominee for AHM Mortgage, its successors  
and assigns  
c/o Corporation Trust Company, R.A.  
820 Bear Tavern Rd.  
West Trenton, NJ 08628

United States of America  
c/o US Attorney General, Dist of NJ  
970 Broad St.  
Newark, NJ 07102

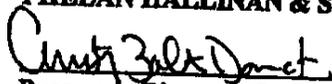
United States of America  
c/o Attorney General  
950 Pennsylvania Ave, N.W. RM 4545  
Washington, D.C. 20530

PLEASE TAKE NOTICE that, the undersigned, attorney for the plaintiff, will make application to the Superior Court of New Jersey, Chancery Division at the Hughes Justice Complex, Office of Foreclosure CN 971, Trenton, New Jersey for an order entering default against the above defendants, for failure to Answer or otherwise appear in the above foreclosure action, because the Plaintiff did not enter default within the required six (6) month period pursuant to the rules of the Superior Court of New Jersey. The Order sought will 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.

**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

Christy Zoltan Donati  
Attorney at Law State of NJ

Dated: June 23, 2010

R

ASC-10068  
**PHELAN HALLINAN & SCHMIEG, PC**  
 By: Rosemarie Diamond, Esq.  
 400 Fellowship Road, Suite 100  
 Mt. Laurel, NJ 08054  
 (856) 813-5500  
 Attorneys for Plaintiff

**U.S. BANK NATIONAL ASSOCIATION,**  
**AS TRUSTEE FOR BAFC 2007-4**  
**PLAINTIFF,**  
 VS.  
**FELIX ORTIZ, ET AL.**  
**DEFENDANT(S)**

**SUPERIOR COURT OF NEW JERSEY**  
**CHANCERY DIVISION**  
**UNION COUNTY**  
 DOCKET NO: F-36990-09  
 CIVIL ACTION  
 CERTIFICATION IN SUPPORT OF  
 NOTICE OF MOTION FOR DEFAULT

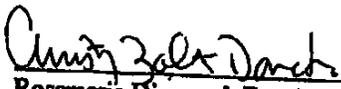
I, \_\_\_\_\_, do hereby certify:

1. I am an attorney at law in the State of New Jersey and the attorney for the plaintiff in the above-entitled action.
2. The original Foreclosure Complaint was filed on 07/15/09 in the Office of the Clerk of the Superior Court of New Jersey.
3. In the original Complaint, the defendant(s) were:
  - Felix Ortiz 08/27/09
  - Mrs. Felix Ortiz, his wife 08/27/09
  - Sonia Rivera 08/27/09
  - Mortgage Electronic Registration Systems, Inc as a nominee for AHM Mortgage, its successors and assigns 08/25/09
  - United States of America-New Jersey 08/25/09
  - United States of America-Washington, D.C. 08/31/09
4. The defendant(s) were served with service of process on the date set forth after their name(s).

5. The aforesaid defendants did not file an answer to the original Foreclosure Complaint or otherwise appear, and request for entry of default was not submitted to the Court within the time provided by the rules, because the file was on an Hold. The plaintiff now desires to obtain an order permitting entry of default against said defendants served more than six months ago.

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

**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

Christy Zoltan Donati  
Attorney at Law, State of NJ

Dated: June 23, 2010

R

ASC-10068  
PHELAN HALLINAN & SCHMIEG, PC  
By: Rosemarie Diamond, Esq.  
400 Fellowship Road, Suite 100  
Mt. Laurel, NJ 08054  
(856) 813-5500  
Attorneys for Plaintiff

U.S. BANK NATIONAL ASSOCIATION,  
AS TRUSTEE FOR BAFC 2007-4  
PLAINTIFF,  
  
VS.  
  
FELIX ORTIZ, ET AL.  
DEFENDANT(S)

SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION  
UNION COUNTY  
  
DOCKET NO: F-36990-09  
  
CIVIL ACTION  
PROOF OF MAILING

TO:  
Felix Ortiz  
Mrs. Felix Ortiz, his wife  
Sonia Rivera  
811-815 Cleveland Ave  
Elizabeth, NJ 07208

Mortgage Electronic Registration Systems, Inc as a nominee for AHM Mortgage, its successors  
and assigns  
c/o Corporation Trust Company, R.A.  
820 Bear Tavern Rd.  
West Trenton, NJ 08628

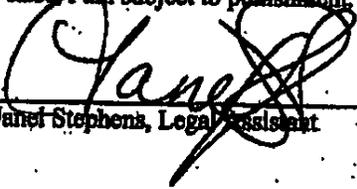
United States of America  
c/o US Attorney General, Dist of NJ  
970 Broad St.  
Newark, NJ 07102

United States of America  
c/o Attorney General  
950 Pennsylvania Ave, N.W. RM 4545  
Washington, D.C. 20530

I, Janel Stephens, do hereby certify that I am a Legal Assistant of the Law Firm of Phelan

Hallinan & Schmieg, PC and did mail on 6/11/10, a copy of the said Motion for Entry of Default, by regular and Certified Mail, Return Receipt Requested, by depositing said pleadings in the United States Mail, to the above defendants at their principal places of business or places of abode.

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

  
Janet Stephens, Legal Assistant

Dated: 6/11/10



C



*R*

ASC-10068  
PHELAN HALLINAN & SCHMIEG, PC  
By: Rosemarie Diamond, Esq.  
400 Fellowship Road, Suite 100  
Mt. Laurel, NJ 08054  
(856) 813-5500  
Attorneys for Plaintiff

U.S. BANK NATIONAL ASSOCIATION,  
AS TRUSTEE FOR BAFC 2007-4  
PLAINTIFF,  
  
VS.  
  
FELIX ORTIZ, ET AL  
DEFENDANT(S)

SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION  
UNION COUNTY  
  
DOCKET NO: F-36990-09  
  
CIVIL ACTION  
  
ORDER FOR ENTRY OF DEFAULT

This matter being opened to the Court by Rosemarie Diamond, Attorney for the Plaintiff,  
U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR BAFC 2007-4, for an Order for  
Entry of Default in the above entitled foreclosure action, and proof of service having been filed  
herein, and no one appearing in opposition to said application, and good cause shown;

It is on this ~~13th~~ day of ~~November~~ 2010,

ORDERED that default is hereby entered against the defendants:

Felix Ortiz  
Mrs. Felix Ortiz, his wife  
Sonia Rivera  
811-815 Cleveland Ave  
Elizabeth, NJ 07208

Mortgage Electronic Registration Systems, Inc as a nominee for AHM Mortgage, its successors  
and assigns  
c/o Corporation Trust Company, R.A.  
820 Bear Tavern Rd.

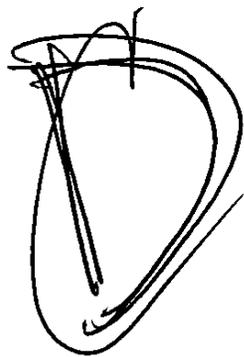
West Trenton, NJ 08628

United States of America  
c/o US Attorney General, Dist of NJ  
970 Broad St.  
Newark, NJ 07102

United States of America  
c/o Attorney General  
950 Pennsylvania Ave, N.W. RM 4545  
Washington, D.C. 20530

*Mary C. Jacobson, A.J.-Ch.*  
\_\_\_\_\_  
J.S.C.

**Respectfully Recommended**  
**R. 124-6 OFFICE OF FORECLOSURE**



**REED SMITH LLP**  
*Formed in the State of Delaware*  
Mark S. Melodia, Esquire  
Diane A. Bettino, Esquire  
Princeton Forrestal Village  
136 Main Street, Suite 250  
Princeton, New Jersey 08540  
Tel. (609) 987-0050

Attorneys for Wells Fargo Bank, N.A.



**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 OF NEW JERSEY**  
) **CHANCERY DIVISION**  
) **PASSAIC COUNTY**

) **DOCKET NO.: F-009564-12**

) **CIVIL ACTION**

) **AMENDED ORDER TO SHOW CAUSE**  
)  
)

**THIS MATTER** being brought before the Court by Reed Smith LLP, attorneys for Wells Fargo Bank, N.A. ("Wells Fargo"), authorized to act on behalf of Foreclosure Plaintiffs in pending foreclosure cases in New Jersey, seeking relief by way of summary action for an Order permitting Wells Fargo to issue corrected Notices of Intent to Foreclose ("NOI") to the defendant mortgagor and/or parties obligated on the debt ("Foreclosure Defendants") in the pending, pre-judgment, uncontested foreclosure cases listed on the Exhibits 1 through 34 to the Amended Verified Complaint ("Corrected NOI List") to include the name and address of the lender, and based upon the New Jersey Supreme Court's decision in US Bank, N.A. v. Guillaume, 209 N.J. 449 (2012), the implementing Order of the New Jersey Supreme Court dated April 4, 2012;

**AND THIS COURT** previously entered an Order to Show Cause on July 19, 2012 requiring Wells Fargo to serve documents on the Foreclosure Defendants and through an

administrative oversight, some of the documents were not included, including the Verified Complaint (without exhibits) and the contact list for Legal Services of New Jersey;

AND THIS COURT previously scheduled October 3, 2012 as the hearing date for the Wells Fargo Application, which will now be adjourned to November 1, 2012;

IT IS ON THIS 7<sup>th</sup> day of September, 2012 ORDERED that the Foreclosure Defendants whose names appear on the Corrected NOI List may appear before the Superior Court at the Passaic County Courthouse, 71 Hamilton Street, Paterson, New Jersey at 10 o'clock in the forenoon or as soon thereafter as counsel can be heard, on the 1<sup>st</sup> day of November, 2012 to object to this Court's Order allowing Wells Fargo to issue corrected NOIs pursuant to this Order to Show Cause.

**AND IT IS FURTHER ORDERED THAT:**

1. Wells Fargo will send a Supplemental Package to each Foreclosure Defendant on the Corrected NOI List via certified mail, return receipt requested and regular mail to the last known address of the Foreclosure Defendant. The Supplemental Package will include the following documents:

- a. Supplemental Letter, which will explain:
  - that the Foreclosure Defendant has the right to reinstate the mortgage in the amounts set forth in the previously served Corrected NOI dated August 14, 2012 until October 1, 2012;
  - the procedure to follow in the event a Foreclosure Defendant wishes to object to the NOI;
  - the individuals to contact with any questions; and
  - the right of the Foreclosure Defendant to object to the corrected NOI or the Order to Show Cause process through October 18, 2012.
- b. This Amended Order;

- c. The Amended Verified Complaint (without exhibits);
- d. The Contact List for Legal Services of New Jersey

For purposes of this Amended Order to Show Cause, Wells Fargo may serve each marital couple residing at the same address via certified mail and regular mail.<sup>1</sup>

4. A copy of Wells Fargo's complete application to this Court is available on the New Jersey Court's website where it is available for review by the general public at the website link -- <http://www.judiciary.state.nj.us/>.

6. Wells Fargo shall file with the Court its proof of service of the OSC Package and the Supplemental Package in the manner consistent with this Order no later than nine (9) days before the return date.

7. As instructed in the previous Order to Show Cause, you [Foreclosure Defendants] have the right to object in this proceeding to this Order to Show Cause (the process by which this Court gave Wells Fargo permission to serve the corrected NOI). To do so, you must file a written objection under the docket number listed on the first page of this Order for this case. You must set forth with specificity the basis for your objection and file your objection with the Superior Court Clerk's Office at the following address:

Superior Court Clerk's office, Foreclosure Processing Services  
Attention: Objection to Notice of Intention to Foreclose  
P.O. Box 971  
Trenton, New Jersey 08625

You must also serve a copy of the objection on Wells Fargo's attorney, Mark Melodia, Esquire at Reed Smith LLP, Princeton Forrestal Village, 136 Main Street, Princeton, New Jersey 08540,

---

<sup>1</sup> In the event Wells Fargo has been provided an address for the estate of a deceased Foreclosure Defendant, the OSC Package shall be mailed to the address of the estate and/or the executor or administrator, if known and available.

and mail a copy of your objection to Judge McVeigh at the Superior Court of New Jersey, Passaic County Courthouse, Chambers 100, 71 Hamilton Street, Paterson, New Jersey 07505.

8. As instructed in the prior Order to Show Cause, you [Foreclosure Defendants] also have the right to object to the corrected NOI that you will receive. You will also have until October 1, 2012 to cure your default in the amount set forth in the Corrected NOI that you previously received. If you object to any of the contents of your corrected NOI, you must file written objection under the docket number for your foreclosure action. If you are unsure of the docket number for your foreclosure action, you can access that information on the Court's website on the attached exhibits to the verified complaint or by calling the Wells Fargo representative listed on the Supplemental Letter that will be sent with this Amended Order. You must set forth with specificity the basis for your objection and file your objection with the Superior Court Clerk's Office at the following address no later than October 18, 2012:

Superior Court Clerk's Office, Foreclosure Processing Services  
P.O. Box 971  
Trenton, New Jersey 08625

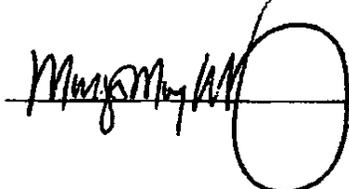
You must also serve a copy of the objection on Wells Fargo's attorney, Mark Melodia, Esquire at Reed Smith LLP, Princeton Forrestal Village, 136 Main Street, Princeton, New Jersey 08540, and mail a copy of your objection to Judge McVeigh at the Superior Court of New Jersey, Passaic County Courthouse, Chambers 100, 71 Hamilton Street, Paterson, New Jersey 07505.

9. Wells Fargo may file and serve any written reply to any opposition papers received by October 25, 2012. The reply papers must be filed with the Clerk of the Superior Court in Mercer County, with a copy to Judge McVeigh and to each Foreclosure Defendant who filed an opposition.

10. If you cannot afford an attorney, you may call the Statewide Legal Services office or the Legal Services office in the county in which you live. A list of these offices is provided with the Supplemental Letter.

11. A proposed form of order addressing the relief sought on the return date (along with a self-addressed return envelope with return address and postage) must be submitted to the Court by Wells Fargo no later than nine (9) days before the return date.

12. The Court will entertain argument, but not testimony, on the return date of the Order to Show Cause.

  
\_\_\_\_\_  
J.S.C.

## CONTACT FOR LEGAL SERVICES ORGANIZATIONS

### LEGAL SERVICES OF NEW JERSEY – statewide program serving all counties

You may apply for free legal services on line at: [WWW.LSNJLAW.ORG](http://WWW.LSNJLAW.ORG)  
or call the toll free hotline number at: 1-888-LSNJ-LAW or 1-888-576-5529  
or you may contact the regional Legal Services program in the county where you live.

### REGIONAL LEGAL SERVICES PROGRAMS – programs serving particular counties

#### 1. LEGAL SERVICES OF NORTHWEST JERSEY – Serving Morris, Somerset, Hunterdon, Sussex, and Warren counties

**Hunterdon County**  
82 Park Avenue  
Flemington, NJ 08822  
(908) 782-7979

**Morris County**  
30 Schuyler Place, 2nd Floor  
Morristown, NJ 07963  
(973) 285-6911

**Somerset County**  
34 West Main Street, Suite 301  
Somerville, NJ 08876  
(908) 231-0840

**Sussex County**  
18 Church Street, Suite 120  
Newton, NJ 07860  
(973) 383-7400

**Warren County**  
91 Front Street  
Belvidere, NJ 07823  
(908) 475-2010

#### 2. NORTHEAST LEGAL SERVICES – Serving Bergen, Hudson and Passaic counties

**Bergen County Office**  
190 Moore Street  
Hackensack, NJ 07601  
201-487-2166

**Hudson County Office**  
574 Summit Avenue  
Jersey City, NJ 07306  
201-792-6363

**Passaic County Office**  
152 Market Street  
Paterson, NJ 07505  
973-523-2900

#### 3. ESSEX-NEWARK LEGAL SERVICES – serving Essex County

5 Commerce Street  
Newark, NJ 07102  
973- 624- 4500

#### 4. CENTRAL JERSEY LEGAL SERVICES – Serving Union, Middlesex, and Mercer counties

**Trenton**  
198 West State Street  
Trenton, NJ 08608  
(609) 695-6249

**New Brunswick**  
317 George Street, Suite 201  
New Brunswick, NJ 08901  
(732) 249-7600

**Perth Amboy**  
313 State Street, Suite 308  
Perth Amboy, NJ 08861  
(732) 324-1613

**Elizabeth**  
60 Prince Street  
Elizabeth, NJ 07208  
(908) 354-4340  
Telephone for the Hearing Impaired:  
(908) 558-1642

#### 5. OCEAN MONMOUTH LEGAL SERVICES – Serving Ocean and Monmouth counties

Monmouth County: (732) 866-0020

Ocean County: (732) 341-2727

#### 6. SOUTH JERSEY LEGAL SERVICES – Serving Burlington, Camden, Gloucester, Atlantic, Cape May, Cumberland, and Salem counties

1-800-496-4570 between 9:00 am and 1:00 pm

**REED SMYTH LLP**  
*Formed in the State of Delaware*  
Mark S. Melodia, Esquire  
Diane A. Bettino, Esquire  
Princeton Forrestal Village  
136 Main Street, Suite 250  
Princeton, New Jersey 08540  
Tel. (609) 987-0050

Attorneys for Wells Fargo Bank, N.A.

**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 OF NEW JERSEY  
) CHANCERY DIVISION  
) PASSAIC COUNTY

) DOCKET NO.: F-009564-12

) CIVIL ACTION

) AMENDED VERIFIED COMPLAINT  
) IN SUPPORT OF SUMMARY ACTION  
)

Wells Fargo Bank, N.A., ("Wells Fargo"), authorized to act on behalf of the Foreclosure Plaintiffs in pending, pre-judgment uncontested foreclosure actions, brings this action pursuant to the April 4, 2012, Order of the New Jersey Supreme Court (the "April 4<sup>th</sup> Order"), that was entered following the Court's decision in U.S. Bank, N.A. v. Guillaume, 209 N.J. 449 (2012), ("Guillaume"). Wells Fargo respectfully states as follows:

1. Wells Fargo is a national banking association and a wholly-owned subsidiary of Wells Fargo & Company, a bank holding company.
2. Wells Fargo services mortgage loans for residential properties in New Jersey either through its division, Wells Fargo Home Mortgage or its trade name, America's Servicing

Company.<sup>1</sup>

3. When Wells Fargo is the servicer of a loan, it undertakes payment collection, loss mitigation (modifications, short sales, deeds in lieu) and collection efforts, including foreclosure, with respect to a mortgage loan. If a loan is owned by another entity, Wells Fargo undertakes these efforts in accordance with the contracts that govern its relationship with the owner of the loan as well as the loan documents, Rules of Court and any applicable laws. As the entity collecting and processing payments, Wells Fargo has the information relevant to the payments, escrows paid, amounts due and whether a loan is in default and by how much. This information is maintained on Wells Fargo's systems of record. In cases in which Wells Fargo is only the servicer (and not also the lender), the lender is not likely to have possession of the relevant servicing information, as was recognized by the Supreme Court when it revised the Court Rules governing foreclosures at R. 4:64-1 and R. 4:64-2 in June, 2011. Wells Fargo makes this application to the Court pursuant to the authority granted to Wells Fargo as the servicing agent of Foreclosure Plaintiffs in pending foreclosure cases.

4. The identities of the Foreclosure Plaintiffs in the foreclosure cases for which Wells Fargo is seeking to issue corrected Notices of Intent are identified alphabetically in the Counts 1 through 34. Attached as Exhibits 1 through 34 to each of those Counts are the current lists of the pending, uncontested foreclosure cases that require corrected NOIs (collectively referred to hereafter as the "Corrected NOI List").

5. One of the duties of a servicer on a defaulted mortgage loan in New Jersey is to prepare and serve the Notice of Intent to Foreclose ("NOI"), in accordance with the applicable

---

<sup>1</sup> Wells Fargo also appears as a plaintiff in foreclosure proceedings in its capacity as a trustee for the owners of securitized loans. Where Wells Fargo is only the trustee and not the servicer, Wells Fargo plays no role in servicing these loans. This current application to the Court does not include those cases in which Wells Fargo acts only as a trustee.

contracts and as required by N.J.S.A. 2A:50-56 of the Fair Foreclosure Act. The NOI is prepared based on current loan information held by Wells Fargo and includes, among other data elements, information about the amount that is required to reinstate the loan and the date by which reinstatement must occur.

6. On February 27, 2012, the Supreme Court decided Guillaume and held that the Fair Foreclosure Act requires strict adherence to the notice requirements set forth in N.J.S.A. 2A:50-56(c) for all NOIs. The Court further held that a court adjudicating a foreclosure action in which the strict requirements of N.J.S.A. 2A:50-56 were not followed has the discretion to choose the appropriate remedy, permitting a cure of the deficient NOI, or imposing such other remedy as may be appropriate to the specific case.

7. Following its decision in Guillaume, the Court entered the April 4<sup>th</sup> Order which authorizes the Hon. Margaret Mary McVeigh, P.J.Ch., Passaic Vicinage, and the Hon. Paul Innes, P.J.Ch., Mercer Vicinage, to entertain summary actions by Orders to Show Cause as to why Plaintiffs in any uncontested residential mortgage foreclosure actions filed on or before February 27, 2012, in which final judgment has not been entered, who caused NOIs to be served that are deficient under the Fair Foreclosure Act, N.J.S.A. 2A:50-56, should not be allowed to serve corrected NOIs on defendant/mortgagors and/or parties obligated on the debt (the "Foreclosure Defendants").

8. The April 4<sup>th</sup> Order further states that any corrected NOI must be accompanied by a letter to the Foreclosure Defendants setting forth the reasons why the corrected NOI is being served, the procedure to follow in the event a Foreclosure Defendant wishes to object to the NOI, the name of a person to contact with any questions, and that the receipt of the corrected NOI allows Foreclosure Defendants 30 days in which to object or to cure the default.

9. Wells Fargo reviewed its pending foreclosure cases with its counsel to identify those foreclosure cases which will require a corrected NOI because the lender and the lender's address were not included in the previously served NOIs. The Corrected NOI List was reviewed for accuracy to verify the status of the foreclosures, the effect of loss mitigation on pending foreclosures, whether there are relevant bankruptcy proceedings and whether, since the original NOIs were sent, there were intervening deaths of Foreclosure Defendants.

10. The Corrected NOI List attached as Exhibits 1 through 34 includes the portfolio of loans that are pre-judgment, uncontested foreclosures that Wells Fargo is servicing and in which deficient NOIs were served by Wells Fargo. Specifically, as directed by the Supreme Court in Guillaume and the April 4, 2012 Order, the Corrected NOI List includes a listing of:

- a. foreclosures that were filed on or before February 27, 2012 and which Wells Fargo is servicing the loans and acting as agent for a Foreclosure Plaintiff,
- b. in which final judgment has not been entered, and
- c. in which Wells Fargo is seeking leave to file a corrected NOI to include the identity of the lender and the lender's address.

11. The Corrected NOI List also identifies (1) the name of the lender on each loan which is listed as the Plaintiff in the foreclosure action, (2) the name of the first named Foreclosure Defendant, (3) the foreclosure docket number and, (4) the vicinage.<sup>2</sup> While Wells Fargo is not the Plaintiff in each of the foreclosure actions, it is the servicer of each such loan, maintains the records for each such loan, and is responsible for mailing the corrected NOI pursuant to the relevant contracts with the Foreclosure Plaintiffs.

---

<sup>2</sup> Because considerable time has passed since NOIs were originally sent in the foreclosure actions, the Foreclosure Plaintiff initially identified in the caption may not be the current correct entity that will be listed in the corrected NOI. For sake of clarity, the corrected NOI will list the current lender and lender's address and Wells Fargo will require that foreclosure counsel take appropriate steps to change the plaintiff in affected foreclosure actions where required.

12. To comply with the April 4<sup>th</sup> Order, attached as Exhibit "A" to the Verified Complaint is the proposed form of letter ("Explanatory Letter") that Wells Fargo intends to send to each Foreclosure Defendant. As instructed by the Supreme Court in the April 4<sup>th</sup> Order, the proposed form of Explanatory Letter:

- a. explains the reason why the corrected NOI is being served,
- b. the procedure to follow in the event a Foreclosure Defendant wishes to object to the NOI,
- c. identifies the individual(s) a Foreclosure Defendant should contact with any questions, and
- d. advises the Foreclosure Defendant of the right to object to the corrected NOI as well as the right to cure the default within 30 days of the date of the corrected NOI.

The corrected NOIs will exclude attorneys' fees and costs incurred in the pending foreclosure cases.

13. Attached as Exhibit "B" to the Verified Complaint is the proposed form of corrected NOI which Wells Fargo will send to each of the Foreclosure Defendants identified on the Corrected NOI List.<sup>3</sup> Each Foreclosure Defendant will be served with a corrected NOI that includes, *inter alia*, the information specific to their mortgage loan, their default, the lender/holder's name and address and the amount to reinstate, as provided for in the Order to Show Cause.

**COUNT 1 - BANK OF AMERICA, N.A.**

14. Wells Fargo services residential mortgage loans in New Jersey for Bank of America, N.A. and some of its affiliated entities pursuant to an agreement between the parties.

---

<sup>3</sup> Exhibit B also includes a form of corrected NOI that will be used to correct cases in which the holder of the mortgage was not correctly identified in the original NOI. However, the substantive language in the two NOIs is identical.

15. Attached as Exhibit 1 is a list of the pending, uncontested foreclosures in New Jersey that are being serviced by Wells Fargo for Bank of America and in which Wells Fargo previously served a NOI that did not include the name and address of the lender.

**COUNT 2 - BANK OF NEW YORK MELLON**

16. Wells Fargo services residential mortgage loans in New Jersey for The Bank of New York Mellon and some of its affiliated entities pursuant to an agreement between the parties.

17. Attached as Exhibit 2 is a list of the pending, uncontested foreclosures in New Jersey that are being serviced by Wells Fargo for The Bank of New York Mellon and in which Wells Fargo previously served a NOI that did not include the name and address of the lender.

**COUNT 3 - BANKATLANTIC**

18. Wells Fargo services residential mortgage loans in New Jersey for BankAtlantic and some of its affiliated entities pursuant to an agreement between the parties.

19. Attached as Exhibit 3 is a list of the pending, uncontested foreclosures in New Jersey that are being serviced by Wells Fargo for BankAtlantic and in which Wells Fargo previously served a NOI that did not include the name and address of the lender.

**COUNT 4 - BAYVIEW FINANCIAL**

20. Wells Fargo services residential mortgage loans in New Jersey for Bayview Financial and some of its affiliated entities pursuant to an agreement between the parties.

21. Attached as Exhibit 4 is a list of the pending, uncontested foreclosures in New Jersey that are being serviced by Wells Fargo for Bayview Financial and in which Wells Fargo previously served a NOI that did not include the name and address of the lender.

**COUNT 5 - CITIBANK, N.A.**

22. Wells Fargo services residential mortgage loans in New Jersey for CitiBank, N.A. and some of its affiliated entities pursuant to an agreement between the parties.

23. Attached as Exhibit 5 is a list of the pending, uncontested foreclosures in New Jersey that are being serviced by Wells Fargo for CitiBank and in which Wells Fargo previously served a NOI that did not include the name and address of the lender.

#### **COUNT 6 - COMMERCE BANCORP**

24. Wells Fargo services residential mortgage loans in New Jersey for Commerce Bank and some of its affiliated entities pursuant to an agreement between the parties.

25. Attached as Exhibit 6 is a list of the pending, uncontested foreclosures in New Jersey that are being serviced by Wells Fargo for Commerce Bank and in which Wells Fargo previously served a NOI that did not include the name and address of the lender.

#### **COUNT 7 - COPPERFIELD INVESTMENTS**

26. Wells Fargo services residential mortgage loans in New Jersey for Copperfield Investments pursuant to an agreement between the parties.

27. Attached as Exhibit 7 is a list of the pending, uncontested foreclosures in New Jersey that are being serviced by Wells Fargo for Copperfield Investments and in which Wells Fargo previously served a NOI that did not include the name and address of the lender.

#### **COUNT 8 - DEUTSCHE BANK**

28. Wells Fargo services residential mortgage loans in New Jersey for Deutsche Bank and some of its affiliated entities pursuant to an agreement between the parties.

29. Attached as Exhibit 8 is a list of the pending, uncontested foreclosures in New Jersey that are being serviced by Wells Fargo for Deutsche Bank and in which Wells Fargo previously served a NOI that did not include the name and address of the lender.

**COUNT 9 - DLJ MORTGAGE CAPITAL, INC.**

30. Wells Fargo services residential mortgage loans in New Jersey for DLJ Capital, Inc. pursuant to an agreement between the parties.

31. Attached as Exhibit 9 is a list of the pending, uncontested foreclosures in New Jersey that are being serviced by Wells Fargo for DLJ Capital and in which Wells Fargo previously served a NOI that did not include the name and address of the lender.

**COUNT 10 - E\*TRADE**

32. Wells Fargo services residential mortgage loans in New Jersey for E\*TRADE pursuant to an agreement between the parties.

33. Attached as Exhibit 10 is a list of the pending, uncontested foreclosures in New Jersey that are being serviced by Wells Fargo for E\*TRADE and in which Wells Fargo previously served a NOI that did not include the name and address of the lender.

**COUNT 11 - EMC MORTGAGE**

34. Wells Fargo services residential mortgage loans in New Jersey for EMC Mortgage pursuant to an agreement between the parties.

35. Attached as Exhibit 11 is a list of the pending, uncontested foreclosures in New Jersey that are being serviced by Wells Fargo for EMC Mortgage and in which Wells Fargo previously served a NOI that did not include the name and address of the lender.

**COUNT 12 - FEDERAL DEPOSIT INSURANCE CORPORATION**

36. Wells Fargo services residential mortgage loans in New Jersey for the Federal Deposit Insurance Corporation ("FDIC") pursuant to an agreement between the parties.

37. Attached as Exhibit 12 is a list of the pending, uncontested foreclosures in New Jersey that are being serviced by Wells Fargo for the FDIC and in which Wells Fargo previously

served a NOI that did not include the name and address of the lender.

**COUNT 13 - FEDERAL HOME LOAN MORTGAGE CORPORATION**

38. Wells Fargo services residential mortgage loans in New Jersey for Federal Home Loan Mortgage Corporation ("Freddie Mac") pursuant to an agreement between the parties.

39. Attached as Exhibit 13 is a list of the pending, uncontested foreclosures in New Jersey that are being serviced by Wells Fargo in which Freddie Mac is the named Plaintiff and in which Wells Fargo previously served a NOI that did not include the name and address of the lender.

40. If the servicer of a Freddie Mac loan also holds a secondary lien on the same property, the Freddie Mac servicing guidelines allow the servicer to file the foreclosure in the name of Freddie Mac. In such cases, such as the cases listed on Exhibit 13, Freddie Mac should have been identified as the lender in the original NOI, because in such cases, Freddie Mac is the holder of the residential mortgage under the Fair Foreclosure Act.

41. Not included in this application are the other cases in which Freddie Mac is not the holder of the residential mortgage and not the Named Plaintiff but where Freddie Mac may have a beneficial interest in the loan. In such cases, the original NOI that was sent that identified Wells Fargo as the lender was accurate, as Wells Fargo was the holder of the residential mortgage at the time of the issuance of the NOI, pursuant to the Fair Foreclosure Act and the Uniform Commercial Code.

**COUNT 14 - FEDERAL NATIONAL MORTGAGE ASSOCIATION**

42. Wells Fargo services residential mortgage loans in New Jersey for Federal National Mortgage Association ("Fannie Mae") pursuant to an agreement between the parties.

43. Attached as Exhibit 14 is a list of the pending, uncontested foreclosures in New

Jersey that are being serviced by Wells Fargo in which Fannie Mae is the named Plaintiff and in which Wells Fargo previously served a NOI that did not include the name and address of the lender.

44. If the servicer of a Fannie Mae loan also holds a secondary lien on the same property, the Fannie Mae servicing guidelines allow the servicer to file the foreclosure in the name of Fannie Mae. In such cases, such as the cases listed on Exhibit 14, Fannie Mae should have been identified as the lender in the original NOI, because in such cases, Fannie Mae is the holder of the residential mortgage under the Fair Foreclosure Act.

45. Not included in this application are the other cases in which Fannie Mae is not the holder of the residential mortgage and not the Named Plaintiff but where Fannie Mae may have a beneficial interest in the loan. In such cases, the original NOI that was sent that identified Wells Fargo as the lender was accurate, as Wells Fargo was the holder of the residential mortgage at the time of the issuance of the NOI, pursuant to the Fair Foreclosure Act and the Uniform Commercial Code.

#### **COUNT 15 - FEDERAL HOME LOAN BANK OF CHICAGO**

46. Wells Fargo services residential mortgage loans in New Jersey for the Federal Home Loan Bank of Chicago pursuant to an agreement between the parties.

47. Attached as Exhibit 15 is a list of the pending, uncontested foreclosures in New Jersey that are being serviced by Wells Fargo for the Federal Home Loan Bank and in which Wells Fargo previously served a NOI that did not include the name and address of the lender.

#### **COUNT 16 - FTN FINANCIAL**

48. Wells Fargo services residential mortgage loans in New Jersey for FTN Financial, a Division of First Tennessee Bank and some of their affiliates pursuant to an

agreement between the parties.

49. Attached as Exhibit 16 is a list of the pending, uncontested foreclosures in New Jersey that are being serviced by Wells Fargo FTN Financial and in which Wells Fargo previously served a NOI that did not include the name and address of the lender.

**COUNT 17 - GE CAPITAL MORTGAGE SERVICES, INC.**

50. Wells Fargo services residential mortgage loans in New Jersey for GE Capital Mortgage Services, Inc. and some of its affiliates pursuant to an agreement between the parties.

51. Attached as Exhibit 17 is a list of the pending, uncontested foreclosures in New Jersey that are being serviced by Wells Fargo for GE Capital Mortgage Services and in which Wells Fargo previously served a NOI that did not include the name and address of the lender.

**COUNT 18 - GMAC BANK**

52. Wells Fargo services residential mortgage loans in New Jersey for GMAC Bank and some of its affiliates pursuant to an agreement between the parties.

53. Attached as Exhibit 18 is a list of the pending, uncontested foreclosures in New Jersey that are being serviced by Wells Fargo for GMAC and in which Wells Fargo previously served a NOI that did not include the name and address of the lender.

**COUNT 19 - HSBC BANK, N.A.**

54. Wells Fargo services residential mortgage loans in New Jersey for HSBC Bank, N.A. and some of its affiliates pursuant to an agreement between the parties.

55. Attached as Exhibit 19 is a list of the pending, uncontested foreclosures in New Jersey that are being serviced by Wells Fargo for HSBC and in which Wells Fargo previously served a NOI that did not include the name and address of the lender.

**COUNT 20 - HUDSON CITY SAVINGS BANK**

56. Wells Fargo services residential mortgage loans in New Jersey for Hudson City Savings Bank and some of its affiliates pursuant to an agreement between the parties.

57. Attached as Exhibit 20 is a list of the pending, uncontested foreclosures in New Jersey that are being serviced by Wells Fargo for Hudson City and in which Wells Fargo previously served a NOI that did not include the name and address of the lender.

**COUNT 21 - INVESTORS SAVINGS BANK**

58. Wells Fargo services residential mortgage loans in New Jersey for Investors Savings Bank and some of its affiliates pursuant to an agreement between the parties.

59. Attached as Exhibit 21 is a list of the pending, uncontested foreclosures in New Jersey that are being serviced by Wells Fargo for Investors Savings and in which Wells Fargo previously served a NOI that did not include the name and address of the lender.

**COUNT 22 - JP MORGAN CHASE BANK**

60. Wells Fargo services residential mortgage loans in New Jersey for JP Morgan Chase Bank and some of its affiliates pursuant to an agreement between the parties.

61. Attached as Exhibit 22 is a list of the pending, uncontested foreclosures in New Jersey that are being serviced by Wells Fargo for JP Morgan Chase and in which Wells Fargo previously served a NOI that did not include the name and address of the lender.

**COUNT 23 - LA SALLE BANK, N.A.**

62. Wells Fargo services residential mortgage loans in New Jersey for LaSalle Bank, N.A. and some of its affiliates pursuant to an agreement between the parties.

63. Attached as Exhibit 23 is a list of the pending, uncontested foreclosures in New Jersey that are being serviced by Wells Fargo for LaSalle Bank and in which Wells Fargo previously served a NOI that did not include the name and address of the lender.

**COUNT 24 - LEHMAN BROTHERS**

64. Wells Fargo services residential mortgage loans in New Jersey for Lehman Brothers and some of its affiliates pursuant to an agreement between the parties.

65. Attached as Exhibit 24 is a list of the pending, uncontested foreclosures in New Jersey that are being serviced by Wells Fargo for Lehman Brothers and in which Wells Fargo previously served a NOI that did not include the name and address of the lender.

**COUNT 25 - LEX SPECIAL ASSETS**

66. Wells Fargo services residential mortgage loans in New Jersey for LEX Special Assets and some of its affiliates pursuant to an agreement between the parties.

67. Attached as Exhibit 25 is a list of the pending, uncontested foreclosures in New Jersey that are being serviced by Wells Fargo for LEX Special Assets and in which Wells Fargo previously served a NOI that did not include the name and address of the lender.

**COUNT 26 - MIDFIRST BANK**

68. Wells Fargo services residential mortgage loans in New Jersey for MidFirst Bank and some of its affiliates pursuant to an agreement between the parties.

69. Attached as Exhibit 26 is a list of the pending, uncontested foreclosures in New Jersey that are being serviced by Wells Fargo for MidFirst Bank and in which Wells Fargo previously served a NOI that did not include the name and address of the lender.

**COUNT 27 - NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION**

70. Wells Fargo services residential mortgage loans in New Jersey for New York Life Insurance and Annuity Corporation pursuant to an agreement between the parties.

71. Attached as Exhibit 27 is a list of the pending, uncontested foreclosures in New Jersey that are being serviced by Wells Fargo for New York Life and in which Wells Fargo

previously served a NOI that did not include the name and address of the lender.

**COUNT 28 - PNC BANK**

72. Wells Fargo services residential mortgage loans in New Jersey for PNC Bank and some of its affiliated entities pursuant to an agreement between the parties.

73. Attached as Exhibit 28 is a list of the pending, uncontested foreclosures in New Jersey that are being serviced by Wells Fargo for PNC Bank and in which Wells Fargo previously served a NOI that did not include the name and address of the lender.

**COUNT 29 - RESIDENTIAL ACCREDIT LOANS, INC.**

74. Wells Fargo services residential mortgage loans in New Jersey for Residential Accredited Loans, Inc. and some of its affiliated entities pursuant to an agreement between the parties.

75. Attached as Exhibit 29 is a list of the pending, uncontested foreclosures in New Jersey that are being serviced by Wells Fargo for Residential Accredited Loans and in which Wells Fargo previously served a NOI that did not include the name and address of the lender.

**COUNT 30 - RIGGS REAL ESTATE INVESTMENT CORPORATION**

76. Wells Fargo services residential mortgage loans in New Jersey for Riggs Real Estate Investment Corporation pursuant to an agreement between the parties.

77. Attached as Exhibit 30 is a list of the pending, uncontested foreclosures in New Jersey that are being serviced by Wells Fargo Riggs Real Estate Investment Corporation and in which Wells Fargo previously served a NOI that did not include the name and address of the lender.

**COUNT 31 - UBS BANK**

78. Wells Fargo services residential mortgage loans in New Jersey for UBS Bank

and some of its affiliates pursuant to an agreement between the parties.

79. Attached as Exhibit 31 is a list of the pending, uncontested foreclosures in New Jersey that are being serviced by Wells Fargo for UBS and in which Wells Fargo previously served a NOI that did not include the name and address of the lender.

**COUNT 32 - UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

80. Wells Fargo services residential mortgage loans in New Jersey for the United States Department of Housing and Urban Development ("HUD") pursuant to an agreement between the parties.

81. Attached as Exhibit 32 is a list of the pending, uncontested foreclosures in New Jersey that are being serviced by Wells Fargo for HUD and in which Wells Fargo previously served a NOI that did not include the name and address of the lender.

**COUNT 33 - U.S. BANK, NATIONAL ASSOCIATION**

82. Wells Fargo services residential mortgage loans in New Jersey for U.S. Bank, N.A. and some of its affiliates pursuant to an agreement between the parties.

83. Attached as Exhibit 33 is a list of the pending, uncontested foreclosures in New Jersey that are being serviced by Wells Fargo for U.S. Bank and in which Wells Fargo previously served a NOI that did not include the name and address of the lender.

**COUNT 34 - WILMINGTON TRUST COMPANY**

84. Wells Fargo services residential mortgage loans in New Jersey for the Wilmington Trust Company and some of its affiliates pursuant to an agreement between the parties.

85. Attached as Exhibit 34 is a list of the pending, uncontested foreclosures in New Jersey that are being serviced by Wells Fargo for Wilmington Trust in which Wells Fargo

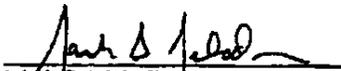
previously served a NOI that did not include the name and address of the lender.

**COUNT 35 – PENDING BANKRUPTCY MATTERS**

86. Attached as Exhibit 35 is a list of the pending, uncontested foreclosures in New Jersey that are being serviced by Wells Fargo for the lenders identified in Counts 1 through 34 that are currently subject to the Automatic Bankruptcy Stay. It is the intention of Wells Fargo to send corrected NOIs in these matters when permitted by the Bankruptcy Court and in accordance with the instructions of this Court.

WHEREFORE, Plaintiff respectfully requests that this Court enter an Order permitting Wells Fargo to issue corrected NOIs in an omnibus manner as permitted in the April 4, 2012 Order to include the name and address of the lender in the pending, uncontested foreclosure cases listed on the Corrected NOI List and for such other and further relief as this Court deems just and equitable.

REED SMITH LLP

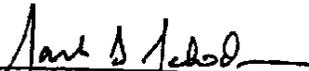
  
Mark S. Melodia, Esquire

Dated:

**CERTIFICATION**

I certify pursuant to Rule 4:5-1 that, to the best of my knowledge, this matter is not the subject of any other action pending in any court or of a pending arbitration proceeding, nor is any other action or arbitration proceeding contemplated, other than the pending foreclosure actions on the Corrected NOI List attached hereto and any pending, separate actions initiated outside of the uncontested foreclosure proceedings in which Foreclosure Defendants may have raised claims concerning, *inter alia*, their NOIs but which are not at issue in this application. I further

certify that I am unaware of any non-party who should be joined in this action pursuant to Rule  
4:28 or who is subject to joinder pursuant to Rule 4:29-1(b) because of potential liability to any  
party based on the same transactional facts.

  
Mark S. Melodia, Esquire

Dated:

**VERIFICATION**

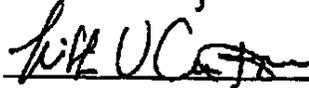
STATE OF :  
COUNTY OF :

I, Timothy P. O'Brien, being duly sworn states:

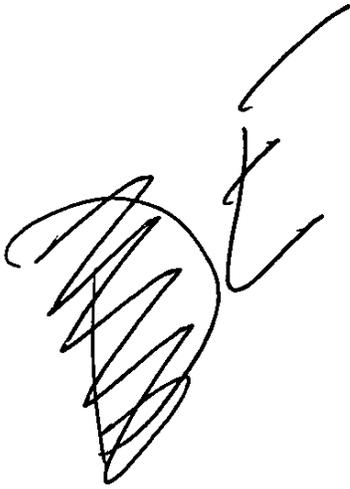
1. I am Senior Vice President, Manager of Default Operations for Wells Fargo, the applicant named in the foregoing Amended Verified Complaint.
2. The allegations in the Amended Verified Complaint are true to the best of my knowledge and belief.
3. The Exhibits attached to the Amended Verified Complaint are true and correct copies.

  
 \_\_\_\_\_  
 Timothy P. O'Brien

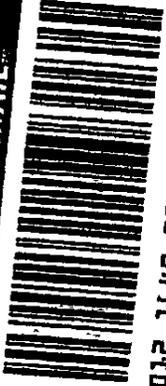
Sworn and subscribed before me  
this 13<sup>th</sup> day of July 2012

  
 \_\_\_\_\_





CERTIFIED MAIL



7012 1640 0000 9967 6725



02 1R  
0002002202 AUG 20 2012  
MAILED FROM ZIP CODE 28288



\$ 05.95<sup>00</sup>

LN  
8-29

07205





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

Date: 8/14/2012

FELIX ORTIZ  
813 CLEVELAND AVE  
ELIZABETH, NJ 07208

RE: America's Servicing Co. 106/1317009210  
Mortgagor(s): FELIX ORTIZ  
Mortgaged Premises: 813 CLEVELAND AVE  
ELIZABETH  
NJ  
07208-1465

**NOTICE OF INTENTION TO FORECLOSE**

Dear Borrower(s):

America's Servicing Co. services a mortgage (hereafter, the "Mortgage") in the original principal amount of \$ 273,000.00 on the residential property commonly known as 813 CLEVELAND AVE, ELIZABETH, NJ 07208-1465, which Mortgage was made on 2/22/2007.

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

Monthly payments (principal, interest, and escrow) from 4/1/2009 are as follows:

Payments- Totaling	\$	100,233.40
Total Accrued Unpaid Late Charges	\$	3,541.20
(Monthly Late Charge \$ 88.53)		
Unapplied Funds	\$	38,124.78
Miscellaneous Fees	\$	1,220.00
Total Delinquency as of 8/14/2012	\$	66,869.82

**Your Pre-Foreclosure Action Right to cure this Default**

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

Payments only address:

America's Servicing Co.  
1200 W 7th Street  
Suite L2-200  
Los Angeles, CA 90017

**Correspondence only address:**

Randy Bockenstedt, Senior Vice President  
America's Servicing Co.  
Address: 3480 State view Boulevard  
MAC X7802-03H  
Fort Mill, SC 29715  
Phone Number: 1-800-868-0043

Please be advised that America's Servicing Co. cannot guarantee that payments received at the "correspondence only address" will be applied within the required timeframes.

If you do not cure this default and bring your account current by 9/17/2012, 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          | 1-609-292-7272 |
| * New Jersey Commissioner of Banking Hotline: | 1-800-446-7467 |

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:

Randy Bockenstedt, Senior Vice President  
America's Servicing Co.  
Address: 3480 Stateview Boulevard  
MAC X7802-03H  
Fort Mill, SC 29715  
Phone Number: 1-800-868-0043

The lender of your loan is:

U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR BAFC 2007-4  
209 S. LaSalle Street, Suite 300  
Chicago, IL 60604

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

Very truly yours,

America's Servicing Co.  
Default Management Department

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

**Call Center for Homeless Housing Intervention Services - Atlantic New Jersey Area**

The following is a list of governmental and non-profit entities that may provide financial assistance or counseling to borrowers in foreclosure

<p><b>American Credit Alliance, Inc.</b> 26 S. Warren St. Trenton, NJ 08608 609-393-5400</p>	<p><b>Atlantic Human Resources, Inc.</b> 1 S. New York Ave. Atlantic City, NJ 08401 609-348-4131</p>	<p><b>Consumer Credit Counseling Service of Central New Jersey</b> 1931 Nottingham Way Hamilton, NJ 08619 609-586-2574</p>
<p><b>Consumer Credit Counseling Service of New Jersey</b> 185 Ridgedale Ave. Cedar Knolls, NJ 07927-1812 973-267-4324</p>	<p><b>Fair Housing Council of Northern New Jersey</b> 131 Main St. Hackensack, NJ 07601 201-489-3552</p>	<p><b>Garden State Consumer Credit Counseling, Inc.</b> 225 Willowbrook Road Freehold, NJ 07728 1-800-992-4557</p>
<p><b>Jersey Counseling &amp; Housing Development, Inc.</b> 29 S. Blackhorse Pike Blackwood, NJ 08012 856-227-3683</p>	<p><b>Jersey Counseling &amp; Housing Development, Inc.</b> 1840 S. Broadway Camden, NJ 08104 856-541-1000</p>	<p><b>Mercer County Hispanic Association</b> 200 E. State St., 2nd Floor Trenton, NJ 08607 609-392-2446</p>
<p><b>Middlesex County Economic Opportunities Corporation</b> 1215 Livingston Ave. North Brunswick, NJ 08902 732-790-3344</p>	<p><b>Monmouth County Human Services Housing Services Unit</b> P.O. Box 3000 Freehold, NJ 07728 732-431-7998</p>	<p><b>NJ Citizen Action (main office/financial education center)</b> 744 Broad St., Suite 2080 Newark, NJ 07102 973-643-8800 1-800-NJ-OWNER (loan counseling) 1-888-TAXES-11 (free tax preparation assistance)</p>
<p><b>NJ Citizen Action (Central Jersey)</b> 85 Raritan Ave., Suite 200 Highland Park, NJ 08904 732-246-4772</p>	<p><b>NJ Citizen Action (South Jersey)</b> 2 Riverside Drive, Suite 362 Camden, NJ 08103 856-966-3091</p>	<p><b>Ocean Community Economic Action Now, Inc.</b> 22 Hyers St. Toms River, NJ 08753-0773 732-244-2351, ext. 2</p>
<p><b>Paterson Coalition for Housing, Inc.</b> 262 Main St., 5th Floor Paterson, NJ 07505 973-684-5998</p>	<p><b>Paterson Task Force for Community Action, Inc.</b> 155 Ellison St. Paterson, NJ 07505 973-279-2333</p>	<p><b>Puerto Rican Action Board Housing Coalition Unit</b> 90 Jersey Ave. New Brunswick, NJ 08903 732-249-9700</p>
<p><b>Tri-County Community Action Agency, Inc.</b> 110 Cohansey St. Bridgeton, NJ 08302 856-451-6330</p>	<p><b>Urban League for Bergen County</b> 106 W. Palisade Ave. Englewood, NJ 07631 201-568-4988</p>	<p><b>Urban League for Essex County</b> 508 Central Ave. Newark, NJ 07101 973-624-9535</p>
<p><b>Urban League of Union County</b> 288 N. Broad St. Elizabeth, NJ 07208 908-351-7200</p>	<p><b>Homelessness Prevention Program</b> New Jersey Department of Community Affairs (866) 889-6270*</p>	

\*Basic eligibility is limited to: (a) single family owner/occupied dwellings with all those on the deed and mortgage occupying the house; (b) no more than one mortgage or lien encumbrance on the property; (c) no initiated or ongoing bankruptcy. Assistance will be in the form of a loan, and a lien will be placed on the property. The family must document the financial reason for nonpayment. At the time of the eligibility decision, the household must have and document income sufficient to support the household and repay the loan. There is a fee for the credit check and property search.

CF



8/14/2012

FELIX ORTIZ  
813 CLEVELAND AVE  
ELIZABETH, NJ 07208

Re: *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*

*Docket Number F- 009564-12*

Dear FELIX ORTIZ:

Please be advised that the New Jersey Supreme Court recently held in *U.S. Bank N.A. v. Guillaume*, 209 N.J. 449 (2012), that mortgage lenders seeking to foreclose must comply with the New Jersey Fair Foreclosure Act's requirement that a Notice of Intention to Foreclose set forth the name and address of the lender.

**Why You Are Receiving This Letter**

You are receiving this letter because you are the defendant in a pending foreclosure action, and it is believed that the Notice of Intention to Foreclose served upon you prior to the commencement of the foreclosure action did not comply with the requirements of the Fair Foreclosure Act.

By the court's Order to Show Cause dated July 19, 2012, and in compliance with the Supreme Court's opinion in *U.S. Bank N.A. v. Guillaume*, the Hon. Margaret Mary McVeigh, P.J.Ch., Passaic Vicinage, gave permission to America's Servicing Co. to serve, along with the Order to Show Cause and verified complaint, corrected Notices of Intention to Foreclose on all defendant mortgagors/parties obligated on the debt in pending foreclosure actions filed before February 28, 2012.

**Information About the Order to Show Cause and Verified Complaint**

Enclosed with this letter are copies of the Order to Show Cause and verified complaint. The verified complaint lists the following lenders in the following counts of the verified complaint:

- Count 1 - Bank of America, N.A.
- Count 2 - Bank of New York Mellon
- Count 3 - BankAtlantic
- Count 4 - Bayview Financial
- Count 5 - CitiBank, N.A.
- Count 6 - Commerce Bancorp.
- Count 7 - Copperfield Investments
- Count 8 - Deutsche Bank
- Count 9 - DLJ Mortgage Capital, Inc.
- Count 10 - E\*Trade
- Count 11 - EMC Mortgage

- Count 12 - Federal Deposit Guaranty Insurance Corporation
- Count 13 - Federal Home Loan Mortgage Corporation
- Count 14 - Federal National Mortgage Association
- Count 15 - Federal Home Loan Bank of Chicago
- Count 16 - FTN Financial
- Count 17 - GE Capital Mortgage Services, Inc.
- Count 18 - GMAC Bank
- Count 19 - HSBC Bank, N.A.
- Count 20 - Hudson City Savings Bank
- Count 21 - Investors Savings Bank
- Count 22 - JP Morgan Chase Bank
- Count 23 - LaSalle Bank, N.A.
- Count 24 - Lehman Brothers
- Count 25 - LEX Special Assets
- Count 26 - MidFirst Bank
- Count 27 - New York Life Assurance and Annuity Corporation
- Count 28 - PNC Bank
- Count 29 - Residential Accredited Loans, Inc.
- Count 30 - Riggs Real Estate Investment Corporation
- Count 31 - UBS Bank
- Count 32 - United States Department of Housing and Urban Development
- Count 33 - U.S. Bank, N.A.
- Count 34 - Wilmington Trust Company

The attachments to the verified complaint, which list the foreclosure actions in which the above-named lenders are the plaintiffs, will be made available on the New Jersey Courts web site at <http://www.judiciary.state.nj.us/>. If you are unsure of the docket number for your foreclosure action, you can access that information on the court's website on the attached exhibits to the verified complaint by entering your name into the automatic search field on the website. If you do not have access to a computer or have trouble locating that information on the Court's website, you can contact the following America's Servicing representative who can assist you with locating the information about your foreclosure action:

Randy Bockenstedt, Senior Vice President  
 America's Servicing Co.  
 Address: 3480 Stateview Boulevard  
 MAC X7802-03H  
 Fort Mill, SC 29715  
 Phone Number: 1-800-868-0043

**Information About the Corrected Notice of Intention to Foreclose**

Also enclosed with this letter is the corrected Notice of Intention to Foreclose. It allows you an additional 30 days in which to cure the default without having to pay the plaintiff's court costs and attorneys' fees. It also sets forth important information about your loan, including information on how you can cure the default; the consequences of failing to cure the default; contact information for the plaintiff; and information about retaining counsel and borrower assistance. If you fail to cure the default by the date set forth in the corrected Notice of Intention to Foreclose, the foreclosure action against you will proceed.

With the passage of time since the foreclosure action was filed against you, the lender on your loan may have changed from the named plaintiff in the foreclosure action.



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

Date: 8/14/2012

FELIX ORTIZ  
813 CLEVELAND AVE  
ELIZABETH, NJ 07208

RE: America's Servicing Co. 106/1317009210  
Mortgagor(s): FELIX ORTIZ  
Mortgaged Premises: 813 CLEVELAND AVE  
ELIZABETH  
NJ  
07208-1465

**NOTICE OF INTENTION TO FORECLOSE**

Dear Borrower(s):

America's Servicing Co. services a mortgage (hereafter, the "Mortgage") in the original principal amount of \$ 273,000.00 on the residential property commonly known as 813 CLEVELAND AVE, ELIZABETH, NJ 07208-1465, which Mortgage was made on 2/22/2007.

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

Monthly payments (principal, interest, and escrow) from 4/1/2009 are as follows:

Payments- Totaling	\$	100,233.40
Total Accrued Unpaid Late Charges (Monthly Late Charge \$ 88.53)	\$	3,541.20
Unapplied Funds	\$	38,124.78
Miscellaneous Fees	\$	1,220.00
Total Delinquency as of 8/14/2012	\$	66,869.82

**Your Pre-Foreclosure Action Right to cure this Default**

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

Payments only address:

America's Servicing Co.  
1200 W 7th Street  
Suite L2-200  
Los Angeles, CA 90017

**Correspondence only address:**

Randy Bockenstedt, Senior Vice President  
America's Servicing Co.  
Address: 3480 State view Boulevard  
MAC X7802-03H  
Fort Mill, SC 29715  
Phone Number: 1-800-868-0043

Please be advised that America's Servicing Co. cannot guarantee that payments received at the "correspondence only address" will be applied within the required timeframes.

If you do not cure this default and bring your account current by 9/17/2012, 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 1-609-292-7272
- \* New Jersey Commissioner of Banking Hotline: 1-800-446-7467

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:

Randy Bockenstedt, Senior Vice President  
America's Servicing Co.  
Address: 3480 Stateview Boulevard  
MAC X7802-03H  
Fort Mill, SC 29715  
Phone Number: 1-800-868-0043

The lender of your loan is:

U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR BAFC 2007-4  
209 S. LaSalle Street, Suite 300  
Chicago, IL 60604

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

Very truly yours,

America's Servicing Co.  
Default Management Department

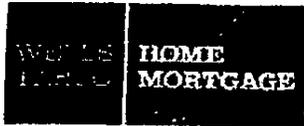
This communication is an attempt to collect a debt and any information obtained will be used for that purpose. However, if you have received a discharge of this debt in bankruptcy or are currently in a bankruptcy case, this notice is not intended as an attempt to collect a debt and, this company has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

The following is a list of governmental and non-profit entities that may provide financial assistance or counseling to borrowers in foreclosure.

<p><b>American Credit Alliance, Inc.</b> 26 S. Warren St. Trenton, NJ 08608 609-393-5400</p>	<p><b>Atlantic Human Resources, Inc.</b> 1 S. New York Ave. Atlantic City, NJ 08401 609-348-4131</p>	<p><b>Consumer Credit Counseling Service of Central New Jersey</b> 1931 Nottingham Way Hamilton, NJ 08619 609-586-2574</p>
<p><b>Consumer Credit Counseling Service of New Jersey</b> 185 Ridgedale Ave. Cedar Knolls, NJ 07927-1812 973-267-4324</p>	<p><b>Fair Housing Council of Northern New Jersey</b> 131 Main St. Hackensack, NJ 07601 201-489-3552</p>	<p><b>Garden State Consumer Credit Counseling, Inc.</b> 225 Willowbrook Road Freehold, NJ 07728 1-800-892-4557</p>
<p><b>Jersey Counseling &amp; Housing Development, Inc.</b> 29 S. Blackhorse Pike Blackwood, NJ 08012 856-227-3683</p>	<p><b>Jersey Counseling &amp; Housing Development, Inc.</b> 1840 S. Broadway Camden, NJ 08104 856-541-1000</p>	<p><b>Mercer County Hispanic Association</b> 200 E. State St., 2nd Floor Trenton, NJ 08607 609-392-2446</p>
<p><b>Middlesex County Economic Opportunities Corporation</b> 1215 Livingston Ave. North Brunswick, NJ 08902 732-790-3344</p>	<p><b>Monmouth County Human Services Housing Services Unit</b> P.O. Box 3000 Freehold, NJ 07728 732-431-7998</p>	<p><b>NJ Citizen Action (main office/financial education center)</b> 744 Broad St., Suite 2080 Newark, NJ 07102 973-643-8800 1-800-NJ-OWNER (loan counseling) 1-888-TAXES-11 (free tax preparation assistance)</p>
<p><b>NJ Citizen Action (Central Jersey)</b> 85 Raritan Ave., Suite 100 Highland Park, NJ 08904 732-246-4772</p>	<p><b>NJ Citizen Action (South Jersey)</b> 2 Riverside Drive, Suite 362 Camden, NJ 08103 856-966-3091</p>	<p><b>Ocean Community Economic Action Now, Inc.</b> 22 Hyers St. Toms River, NJ 08753-0773 732-244-2351, ext. 2</p>
<p><b>Paterson Coalition for Housing, Inc.</b> 262 Main St., 5th Floor Paterson, NJ 07505 973-684-5998</p>	<p><b>Paterson Task Force for Community Action, Inc.</b> 155 Ellison St. Paterson, NJ 07505 973-279-2333</p>	<p><b>Puerto Rican Action Board Housing Coalition Unit</b> 90 Jersey Ave. New Brunswick, NJ 08903 732-249-9700</p>
<p><b>Tri-County Community Action Agency, Inc.</b> 110 Cohansey St. Bridgeton, NJ 08302 856-451-6330</p>	<p><b>Urban League for Bergen County</b> 106 W. Pailsade Ave. Englewood, NJ 07631 201-568-4988</p>	<p><b>Urban League for Essex County</b> 508 Central Ave. Newark, NJ 07101 973-624-9535</p>
<p><b>Urban League of Union County</b> 288 N. Broad St. Elizabeth, NJ 07208 908-351-7200</p>	<p><b>Homelessness Prevention Program</b> New Jersey Department of Community Affairs (866) 889-6270*</p>	

\*Basic eligibility is limited to: (a) single family owner/occupied dwellings with all those on the deed and mortgage occupying the house; (b) no more than one mortgage or lien encumbrance on the property; (c) no initiated or ongoing bankruptcy. Assistance will be in the form of a loan, and a lien will be placed on the property. The family must document the financial reason for nonpayment. At the time of the eligibility decision, the household must have and document income sufficient to support the household and repay the loan. There is a fee for the credit check and property search.

SG



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

September 20, 2012

Re: ***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***  
***Docket Number F- 009564-12***

Dear Sir/Madam:

In the lawsuit referenced above, Wells Fargo is asking Judge McVeigh of the Superior Court of New Jersey to allow Wells Fargo to correct the Notice of Intention to Foreclose that was served on you before your individual foreclosure case was filed.

In August, you received a package from America's Servicing Company (a Division of Wells Fargo) telling you about this lawsuit. That package included an Explanatory Letter, the Order to Show Cause signed by Judge McVeigh and a Corrected Notice of Intention to Foreclose ("NOI").

We are writing to add some information to the package that was sent to you in August, 2012.

The Corrected NOI dated August 14, 2012 that you received a few weeks ago should have given you thirty (30) days to pay the arrears on your mortgage according to the Fair Foreclosure Act. When we mailed that letter, we did not give you enough time. Wells Fargo has extended the time for you to reinstate until October 1, 2012. **You will have until October 1, 2012 to reinstate your mortgage at the amount set forth in the Corrected NOI that you received in August, 2012.**

We are giving you three documents in this Supplemental Package. First, we are including a copy of the Verified Complaint that Wells Fargo filed in this case (without the Exhibits). The Verified Complaint with the Exhibits is available on the Court's website at <http://www.judiciary.state.nj.us/>. As you can see from a review of the Verified Complaint, Wells Fargo is not suing you directly in a new lawsuit but rather, is seeking permission from the Court to correct the prior NOI that was served on you before your individual foreclosure case was filed to include the name and address of the lender on your loan. Thus, although you are not being directly sued in this Order to Show Cause case, the Court's ruling will affect your pending foreclosure and the Court has given you the right to object as outlined in the Order to Show Cause and the Amended Order to Show Cause.

The second document is a copy of the Court's Amended Order to Show Cause that was just signed by Judge McVeigh. The Court has moved the date you must file an objection from September 24, 2012 to October 18, 2012. The Court also moved the final hearing date from October 3, 2012 to November 1, 2012. The Amended Order also gives you instructions about how to object to Wells Fargo's application. That information is also included in this letter, below.

If you cannot afford an attorney, you may apply for free legal assistance on line at [www.lsnjlaw.org](http://www.lsnjlaw.org) or call the Legal Services of New Jersey Statewide Hotline at 1-888-LSNJ-LAW (1-888-576-5529) or call the Legal Services office in the county where you live. If you do not have an attorney and are not eligible for free legal assistance, you may obtain a referral to an attorney by calling one of the Lawyer Referral Services. A directory with contact information for local Legal Services Offices and Lawyer Referral Services is attached.

If you are represented by an attorney in your foreclosure case, you should notify him or her that you received these papers. These papers are not being sent directly to your attorney if you have one.

#### **Questions about the Corrected Notice of Intention to Foreclose**

Should you have questions with regard to your loan or the corrected Notice of Intention to Foreclose, please contact:

Randy Bockenstedt, Senior Vice President  
America's Servicing Co.  
Wells Fargo Home Mortgage  
Address: 3480 Stateview Boulevard  
MAC X7802-03H  
Fort Mill, SC 29715  
Phone Number: 1-800-868-0043

#### **How to File an Objection**

The prior package that you received included information about how you can object to Wells Fargo's application to issue corrected NOIs. Your time to object to Wells Fargo's application has been extended to October 18, 2012. You must file a written objection under the docket number for the Order to Show Cause, which is F-009564-12

You also have the right to object to the previously served corrected NOI. As the prior letter explained to you, you must file a written objection under the docket number for the foreclosure action in your individual case. If you do not have that docket number, you can locate it on the Court's website on the Exhibits to the Verified Complaint or by calling Wells Fargo at the above-listed number.

For either type of objection, you must set forth with specificity the basis of the objection, and file the objection with the Superior Court Clerk's Office at the following address no later than October 18, 2012:

Superior Court Clerk's Office, Foreclosure Processing Services  
Attention: Objection to Notice of Intention to Foreclose  
P.O. Box 971

Trenton, New Jersey 08625

You must also serve a copy of the objection on Wells Fargo/America's Servicing Company's attorney, Mark S. Melodia, Esquire, Reed Smith LLP, Princeton Forrestal Village, 136 Main Street, Princeton, New Jersey 08540 and mail a copy of the objection to Judge McVeigh, J.S.C., Superior Court of New Jersey, Chambers 100, 71 Hamilton Street, Paterson, New Jersey 07505.

**Questions about Filing an Objection**

Should you have questions related to the procedure for filing an objection, please visit the New Jersey Courts On-Line Self-Help Center at <http://www.judiciary.state.nj.us/prose/index.htm>. You may also contact the Superior Court Clerk's Office at (609) 421-6100, or at [SCCOForeclosure.Mailbox@judiciary.state.nj.us](mailto:SCCOForeclosure.Mailbox@judiciary.state.nj.us).

**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.**

Handwritten signature and initials.

Return To:  
AHM Mortgage  
4650 Regent Blvd., Suite 100  
Irving, TX 75063-2250

Prepared By:  
Karen Glera  
6 Commerce Drive  
Cranford, NJ  
07016

[Space Above This Line For Recording Data]

## MORTGAGE

MIN 100024200016010858

### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated February 22, 2007 together with all Riders to this document.

(B) "Borrower" is Felix Ortiz, ~~and~~ and *Sophia Rivera,*  
*Husband and wife*

*FR*

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

NEW JERSEY - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS  
DOC #: 323941 APPL #: 0001601085

U-6A(NJ) (2005) Form 3031 1/01  
Page 1 of 15 W01 9908.01 Initials: *FR*

VMP MORTGAGE FORMS - (800) 521-7291 *SR*



(D) "Lender" is AHM Mortgage

Lender is a Corporation  
organized and existing under the laws of State of New York  
Lender's address is 520 Broadhollow Road, Melville, NY 11747

(E) "Note" means the promissory note signed by Borrower and dated February 22, 2007  
The Note states that Borrower owes Lender Two Hundred Seventy Three Thousand and  
No/100 Dollars  
(U.S. \$273,000.00 ) plus interest. Borrower has promised to pay this debt in regular Periodic  
Payments and to pay the debt in full not later than March 1, 2037

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the  
Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges  
due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following  
Riders are to be executed by Borrower [check box as applicable]:

<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> 1-4 Family Rider
<input type="checkbox"/> VA Rider	<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> Other(s) [specify]

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations,  
ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final,  
non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other  
charges that are imposed on Borrower or the Property by a condominium association, homeowners  
association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check,  
draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument,  
computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an  
account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine  
transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by  
any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i)  
damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property;  
(iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or  
condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the  
Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the  
Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its  
implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time,  
or any additional or successor legislation or regulation that governs the same subject matter. As used in this  
Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a  
"federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan"  
under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

**TRANSFER OF RIGHTS IN THE PROPERTY**

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For these purposes, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS the following described property located in the County \_\_\_\_\_ of UNION \_\_\_\_\_ :

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

see exhibit "A" for legal description

Property Account Number: 04-00010-00353  
813 Cleveland Ave  
Elizabeth  
("Property Address"):

which currently has the address of  
[Street]  
(City), New Jersey 07208 [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

**BORROWER COVENANTS** that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

**THIS SECURITY INSTRUMENT** combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

DOC #1323943

APPL #:0001601085

6A(NJ) (2005)

Page 3 of 15

Initials: *SK*

Form 3031 1/01

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

**1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.**

Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future. If Lender accepts such payments, it shall apply such payments at the time such payments are accepted. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment

DOC #1323944

APPL #:0001601085

6A(NJ) (2022)

Page 4 of 15

Initials: *FR*  
*S R*

Form 3031 1/01

of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the

APL  
GR

lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

**5. Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

DOC #323946

APPL #0001601085

6A(NJ) (0005)

Page 6 of 15

Initials: *SR*  
*SR*

Form 3031 1/01

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable

attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**10. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

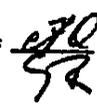
As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

DOC #: 323948

APFL #: 0001601085

6A(NJ) (2005)

Page 8 of 13

Initials: 

Form 3031 1/01

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

**12. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

**14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

DOC #: 323950

APPL #: 0001601085

6A(NJ) (0025)

Page 10 of 15

Initials: *EFJ*  
*9 R*

Form 3631 1/01

15. **Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. **Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. **Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

18. **Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

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

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

19. **Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys'

fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**22. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property; (e) the Borrower's right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure; and (f) any other disclosure required under the Fair Foreclosure Act, codified at Section 2A:50-53 et seq. of the New Jersey Statutes, or other Applicable Law. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, attorneys' fees and costs of title evidence permitted by Rules of Court.

**23. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall cancel this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

**24. No Claim of Credit for Taxes.** Borrower will not make deduction from or claim credit on the principal or interest secured by this Security Instrument by reason of any governmental taxes, assessments or charges. Borrower will not claim any deduction from the taxable value of the Property by reason of this Security Instrument.

*CTD*  
*GR*

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

Barry Guberman  
Barry Guberman  
Attorney at Law  
State of New Jersey

Felix Ortiz (Seal)  
Felix Ortiz  
-Borrower

Barry Guberman  
Barry Guberman  
Attorney at Law  
State of New Jersey

Sonia Rivera (Seal)  
Sonia Rivera  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

STATE OF NEW JERSEY, *Union*

County as:

On this 22nd day of February, 2007, before me, the subscriber,  
personally appeared Felix Ortiz *And Sonia Rivera*

is/are the person(s) named in and who executed the within instrument, and thereupon acknowledged that he/she/they signed, sealed and delivered the same as his/her/their act and deed, for the purposes therein expressed, who, I am satisfied,

*Barry Suberman*  
Notary Public

DOC #: 323955

APPL #: 0001601085

6A(NJ) (0005)

Page 15 of 15

Initials: *FO*  
*SR*

Form 3031 1/03

Commitment No.: ABL21236

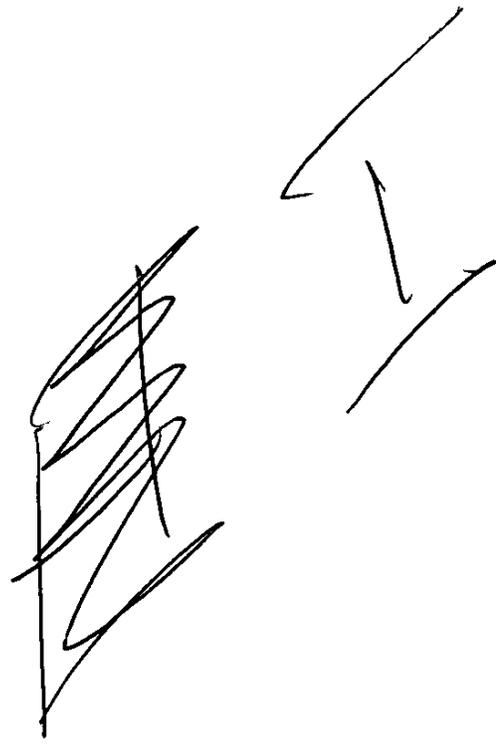
**SCHEDULE "A"**  
**(Description)**

All the real property located in the City of Elizabeth, County of Union, State of New Jersey and being further described as follows:

BEGINNING at a point in the northerly line of Cleveland Avenue located 390.00 feet easterly along the same from the corner formed by the intersection of the northerly line of Cleveland Avenue with the easterly line of Verona Avenue; thence

1. Easterly along said line of Cleveland Avenue, 50.00 feet; thence
2. At right angles to Cleveland Avenue, 100.00 feet; thence
3. Westerly and parallel with Cleveland Avenue, 50.00 feet; thence
4. Southerly and parallel with the second course, 100.00 feet to the point and place of BEGINNING.

FOR INFORMATION ONLY: Being known as Lot 10 in Block 353 as shown on the Tax Rolls of the City of Elizabeth.



**WHEN RECORDED MAIL TO:**  
**PHELAN HALLINAN & SCHMIEG**  
400 Fellowship Road  
Suite 100  
Mt. Laurel, NJ 08054  
PHS #ASC-10068



Received & Recorded  
Union County, NJ  
7/31/2009 14:12  
Joanne Rajoppi  
County Clerk  
Operator  
MCDEVITT

Assignments-4  
Inst# 136894  
Pg#-2  
Consider. .00  
RT Fee .00

Min # 100024200016010858

6-12-09

**ASSIGNMENT OF MORTGAGE**

**FOR VALUE RECEIVED**, Mortgage Electronic Registration Systems Inc. as a nominee for AHM Mortgage its successors and assigns, the undersigned, as beneficiary or successor thereto, whose address is P.O. Box 2026 Flint MI 48501, hereby grants, conveys, assigns and transfers unto U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR BAFC 2007-4, whose address is c/o of Americas Servicing Company, 3476 Stateview Blvd., Fort Mill, SC 29715, its successors and assigns, all beneficial interest under that certain Mortgage dated February 22, 2007. Said Mortgage is recorded in the State of New Jersey, County of UNION.

**Mortgage Recorded: March 2, 2007**

**Original Mortgage Company: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS A NOMINEE FOR AHM MORTGAGE, ITS SUCCESSORS AND ASSIGNS**

**Original Mortgagors: FELIX ORTIZ AND SONIA RIVERA**

**Original Loan Amount: \$273,000.00**

**Book: 12069**

**Page: 825**

**Property Address: 811-815 CLEVELAND AVENUE, ELIZABETH, 07208-1465**

The transfer of the mortgage and accompanying rights was effective at the time the loan was sold and consideration passed to the Assignee. This assignment is solely intended to describe the instrument sold in a manner sufficient to put third parties on public notice of what has been sold.

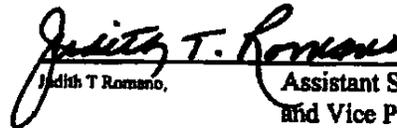
**TOGETHER** with the Bond, Note, or other Obligation therein described or referred to, and the money due and to become due thereon, with the interest.

**TO HAVE AND TO HOLD** the same unto the said Assignee, its successor and assigns, forever subject only to all the provisions contained in the said Mortgage and the Bond, Note or other Obligation. And the said Assignor hereby constitutes and appoints the Assignee as the Assignor's true and lawful attorney, irrevocable in law or in equity, in the Assignor's name, place and stead but at the Assignee's cost and expense to have, use and take all lawful ways and means for the recovery of all the said money and interest; and in case of payment, to discharge the same as fully as the Assignor might or could do if these presents were not made.

AB1376-0929

**I AGREE TO THE TERMS OF THIS ASSIGNMENT.**

**Witnessed or Attested by:**

 (Seal)  
Judith T Romano, Assistant Secretary  
and Vice President

**NOTARY ACKNOWLEDGMENT**

**CAPACITY CLAIMED BY SIGNER:** Assistant Secretary and Vice President

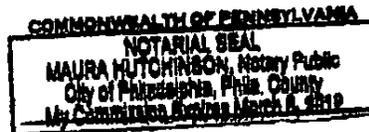
**OF** Mortgage Electronic Registration Systems Inc. as a nominee for AHM Mortgage its successors and assigns

**STATE OF** Pennsylvania  
**COUNTY OF** Philadelphia

On, 6/12/09, before me, Maura Hutchinson, a Notary Public, personally appeared Judith T Romano, Assistant Secretary and Vice President, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same in her authorized capacity and that by her signature on the instrument, the entity upon behalf of which the person acted executed the instrument.

**WITNESS my hand and official seal.**

  
Notary Public



PHS #ASC-10068

**END OF DOCUMENT**

PHELAN HALLINAN & SCHMIEG  
ONE PENN CTR AT SUBURB STATION  
1817 JFK BLVD STE 1400  
PHILADELPHIA

Assignments

Inst.# 138694  
PA 19103-9897 Paid  
Recording Fee 50.00  
RT Fee .00

**AB1376-0930**

丁

<b>United States Bankruptcy Court DISTRICT OF DELAWARE</b>		<b>Chapter 11 Petition</b>																				
Name of Debtor (if individual, enter Last, First, Middle): <b>American Home Mortgage Holdings, Inc.</b>		Name of Joint Debtor (Spouse) (Last, First, Middle):																				
All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names):		All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names):																				
Last four digits of Soc. Sec./Complete EIN or other Tax I.D. No. (if more than one, state all): <b>13-4066303</b>		Last four digits of Soc. Sec./Complete EIN or other Tax I.D. No. (if more than one, state all):																				
Street Address of Debtor (No. and Street, City, and State): <b>538 Broadhollow Road Melville, NY</b> <b>ZIP CODE</b> <b>11747</b>		Street Address of Joint Debtor (No. and Street, City, and State):  <b>ZIP CODE</b>																				
County of Residence or of the Principal Place of Business: <b>Suffolk, NY</b>		County of Residence or of the Principal Place of Business:																				
Mailing Address of Debtor (if different from street address):  <b>ZIP CODE</b>		Mailing Address of Joint Debtor (if different from street address):  <b>ZIP CODE</b>																				
Location of Principal Assets of Business Debtor (if different from street address above):  <b>ZIP CODE</b>																						
<b>Type of Debtor (Form of Organization) (Check one box.)</b>  <input type="checkbox"/> Individual (includes Joint Debtors) See Exhibit D on page 2 of this form. <input checked="" type="checkbox"/> Corporation (includes LLC and LLP) <input type="checkbox"/> Partnership <input type="checkbox"/> Other (if debtor is not one of the above entities, check this box and state type of entity below.)	<b>Nature of Business (Check one box.)</b>  <input type="checkbox"/> Health Care Business <input type="checkbox"/> Single Asset Real Estate as defined in 11 U.S.C. § 101(51B) <input type="checkbox"/> Railroad <input type="checkbox"/> Stockbroker <input type="checkbox"/> Commodity Broker <input type="checkbox"/> Clearing Bank <input checked="" type="checkbox"/> Other  <b>Tax-Exempt Entity (Check box, if applicable.)</b>  <input type="checkbox"/> Debtor is a tax-exempt organization under Title 26 of the United States Code (the Internal Revenue Code).	<b>Chapter of Bankruptcy Code Under Which the Petition is Filed (Check one box.)</b>  <input type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Main Proceeding <input type="checkbox"/> Chapter 9 <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding <input checked="" type="checkbox"/> Chapter 11 <input type="checkbox"/> Chapter 12 <input type="checkbox"/> Chapter 13  <b>Nature of Debts (Check one box.)</b>  <input type="checkbox"/> Debts are primarily consumer debts, defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose." <input checked="" type="checkbox"/> Debts are primarily business debts.																				
<b>Filing Fee (Check one box.)</b>  <input checked="" type="checkbox"/> Full Filing Fee attached. <input type="checkbox"/> Filing Fee to be paid in installments (applicable to individuals only). Must attach signed application for the court's consideration certifying that the debtor is unable to pay the except in installments. Rule 1006(b). See Official Form 3A. <input type="checkbox"/> Filing Fee waiver requested (applicable to chapter 7 individuals only). Must attach signed application for the court's consideration. See Official Form 3B.		<b>Chapter 11 Debtors</b> <b>Check one box:</b> <input type="checkbox"/> Debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). <input checked="" type="checkbox"/> Debtor is not a small business debtor as defined in 11 U.S.C. § 101(51D). <b>Check if:</b> <input type="checkbox"/> Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,190,000. <hr/> <b>Check all applicable boxes:</b> <input type="checkbox"/> A plan is being filed with this petition. <input type="checkbox"/> Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).																				
<b>Statistical/Administrative Information</b>  <input checked="" type="checkbox"/> Debtor estimates that funds will be available for distribution to unsecured creditors. <input type="checkbox"/> Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.		<b>THIS SPACE IS FOR COURT USE ONLY</b>																				
<b>Estimated Number of Creditors*</b> <table style="width:100%; text-align: center;"> <tr> <td>1-49</td> <td>50-99</td> <td>100-199</td> <td>200-999</td> <td>1,000-5,000</td> <td>5,001-10,000</td> <td>10,001-25,000</td> <td>25,001-50,000</td> <td>50,001-100,000</td> <td>Over 100,000</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> </tr> </table>			1-49	50-99	100-199	200-999	1,000-5,000	5,001-10,000	10,001-25,000	25,001-50,000	50,001-100,000	Over 100,000	<input type="checkbox"/>	<input checked="" type="checkbox"/>								
1-49	50-99		100-199	200-999	1,000-5,000	5,001-10,000	10,001-25,000	25,001-50,000	50,001-100,000	Over 100,000												
<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input checked="" type="checkbox"/>																		
<b>Estimated Assets*</b> <input type="checkbox"/> \$0 to \$10,000 <input type="checkbox"/> \$10,000 to \$100,000 <input type="checkbox"/> \$100,000 to \$1 million <input type="checkbox"/> \$1 million to \$100 million <input checked="" type="checkbox"/> More than \$100 million																						
<b>Estimated Liabilities*</b> <input type="checkbox"/> \$0 to \$50,000 <input type="checkbox"/> \$50,000 to \$100,000 <input type="checkbox"/> \$100,000 to \$1 million <input type="checkbox"/> \$1 million to \$100 million <input checked="" type="checkbox"/> More than \$100 million																						

\* The estimated number of creditors, assets and liabilities is on a consolidated basis.

**Voluntary Petition**  
*(This page must be completed and filed in every case.)*  
 Name of Debtor(s): American Home Mortgage Holdings, Inc.

**All Prior Bankruptcy Cases Filed Within Last 8 Years (If more than two, attach additional sheet.)**

Location Where Filed: Not Applicable	Case Number:	Date Filed:
Location Where Filed:	Case Number:	Date Filed:

**Pending Bankruptcy Case Filed by any Spouse, Partner, or Affiliate of this Debtor (If more than one, attach additional sheet.)**

Name of Debtor: See Attached Schedule I	Case Number:	Date Filed:
District:	Relationship:	Judge:

**Exhibit A**  
 (To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11.)

Exhibit A is attached and made a part of this petition.

**Exhibit B**  
 (To be completed if debtor is an individual whose debts are primarily consumer debts.)

I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter. I further certify that I have delivered to the debtor the notice required by 11 U.S.C. § 342(b).

X  
 Signature of Attorney for Debtor(s) (Date)

**Exhibit C**

Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety?

Yes, and Exhibit C is attached and made a part of this petition.

No.

**Exhibit D**  
 (To be completed by every individual debtor. If a joint petition is filed, each spouse must complete and attach a separate Exhibit D.)

Exhibit D completed and signed by the debtor is attached and made a part of this petition.

If this is a joint petition:

Exhibit D also completed and signed by the joint debtor is attached and made a part of this petition.

**Information Regarding the Debtor - Venue**  
 (Check any applicable box.)

Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District.

There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District.

Debtor is a debtor in a foreign proceeding and has its principal place of business or principal assets in the United States in this District, or has no principal place of business or assets in the United States but is a defendant in an action or proceeding (in a federal or state court) in this District, or the interests of the parties will be served in regard to the relief sought in this District.

**Statement by a Debtor Who Resides as a Tenant of Residential Property**  
 (Check all applicable boxes.)

Landlord has a judgment against the debtor for possession of debtor's residence. (If box checked, complete the following.)

\_\_\_\_\_  
 (Name of landlord that obtained judgment)

\_\_\_\_\_  
 (Address of landlord)

Debtor claims that under applicable nonbankruptcy law, there are circumstances under which the debtor would be permitted to cure the entire monetary default that gave rise to the judgment for possession, after the judgment for possession was entered, and

Debtor has included with this petition the deposit with the court of any rent that would become due during the 30-day period after the filing of the petition.

Voluntary Petition (This page must be completed and filed in every case.)		Name of Debtor(s): American Home Mortgage Holdings, Inc.	
Signature(s) of Debtor(s) (Individual/Debtor)		Signature of a Foreign Representative	
I declare under penalty of perjury that the information provided in this petition is true and correct.  [If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7] I am aware that I may proceed under chapter 7, 11, 12 or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7. [If no attorney represents me and no bankruptcy petition preparer signs the petition] I have obtained and read the notice required by 11 U.S.C. § 342(b).  I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.		I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition.  (Check only one box.)  <input type="checkbox"/> I request relief in accordance with chapter 15 of title 11, United States Code. Certified copies of the documents required by 11 U.S.C. § 1515 are attached.  <input checked="" type="checkbox"/> Pursuant to 11 U.S.C. § 1511, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached.	
<input checked="" type="checkbox"/> Signature of Debtor  <input checked="" type="checkbox"/> Signature of Joint Debtor  Telephone Number (if not represented by attorney)  Date		<input checked="" type="checkbox"/> (Signature of Foreign Representative)  (Printed Name of Foreign Representative)  Date	
<input checked="" type="checkbox"/> Signature of Attorney <i>Pauline K. Morgan</i> Signature of Attorney for Debtor(s)  James L. Patton, Jr., Esq. Pauline K. Morgan, Esq. Young Conway Sturgis & Taylor, LLP The Brandywine Building 1000 West Street, 17th Floor Wilmington, Delaware 19801 Telephone (302) 571-6600 and Facsimile (302) 571-1253  8-6-07 Date		Signature of Non-Attorney Bankruptcy Petition Preparer  I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notice and information required under 11 U.S.C. §§ 110(b), 110(f), and 342(b); and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(b) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section. Official Form 19B is attached.  Printed Name and title, if any, of Bankruptcy Petition Preparer  Social Security number (If the bankruptcy petition preparer is not an individual, state the Social Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.) (Required by 11 U.S.C. § 110.)  Address  <input checked="" type="checkbox"/>  Date  Signature of bankruptcy petition preparer or officer, principal, responsible person, or partner when Social Security number is provided above.  Names and Social Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual.  If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person.  A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both. 11 U.S.C. § 110; 18 U.S.C. § 159.	
Signature of Debtor (Corporation/Partnership)  I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor.  The debtor requests the relief in accordance with the chapter of title 11, United States Code, specified in this petition.		<input checked="" type="checkbox"/> Signature of Authorized Individual  Michael Stamm Printed Name of Authorized Individual  Chief Executive Officer Title of Authorized Individual 8/6/07 Date	

### **SCHEDULE 1**

Including the debtor in this chapter 11 case, the following affiliated debtors simultaneously have filed voluntary chapter 11 petitions in this Court. Contemporaneously with the filing of these petitions, such entities filed a motion requesting that their chapter 11 cases be consolidated for procedural purposes only and jointly administered.

American Home Mortgage Acceptance, Inc.  
American Home Mortgage Corp.  
American Home Mortgage Holdings, Inc.  
American Home Mortgage Investment Corp.  
American Home Mortgage Servicing, Inc.  
American Home Mortgage Ventures LLC  
Great Oak Abstract Corp.  
Homegate Settlement Services, Inc.

李水

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In re

AMERICAN HOME MORTGAGE  
HOLDINGS, INC., et al.,

Debtors.

Chapter 11

Case No. 07-11047-CSS, et seq.

Objections due by: June 18, 2008, 4:00 p.m.  
Hearing Date: June 25, 2008 at 10:00 a.m.

**MOTION OF U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR CMLTI 2007-  
AR7 FOR RELIEF  
FROM AUTOMATIC STAY UNDER SECTION 362 OF THE BANKRUPTCY CODE**

U.S. Bank National Association, as Trustee for CMLTI 2007-AR7 ("Movant"), by its undersigned counsel, files this motion for relief from the automatic stay to exercise its non-bankruptcy rights with respect to each parcel of real property listed on Exhibit A hereto (each a "Property," and collectively, the "Properties") and, as grounds therefor, states as follows:

1. This Court has jurisdiction over this Motion pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue is proper pursuant to 28 U.S.C. § 1409(a). The statutory basis for the relief requested in this motion is 11 U.S.C. §§ 362 and 105.
2. On August 13, 2007 (the "Petition Date"), American Home Mortgage Holdings, Inc. and certain of its affiliates (the "Debtors") filed voluntary petitions for relief under Chapter 11 of the United States Bankruptcy Code. Since the Petition Date, the Debtors have managed their affairs as debtors in possession pursuant to 11 U.S.C. §§ 1107 and 1108.
3. At various times, the individuals listed in the column entitled "Mortgagers" on Exhibit A hereto (each an "Obligor," and collectively, the "Obligors") executed promissory notes in

the respective<sup>1</sup> principal amounts described in that exhibit (each a "Note," and collectively, the "Notes"). In addition, each of the Notes provides for the recovery of attorneys' fees, late charges, and other costs.

4. To secure the repayment of the sums due under the Notes, each of the Obligors executed and delivered a mortgage, deed of trust, or comparable instrument of security on the Property (each a "Mortgage," and collectively, the "Mortgages"). Each of the Mortgages was recorded among the land records in the state and county in which the respective Property is situated.<sup>2</sup>

5. To the extent Movant was not the original obligee in connection with any of the Properties, the Mortgages and Notes were later transferred to Movant, and Movant is the present holder of the Mortgages and Notes.

6. Review of the title to the Properties shows that one or more of the Debtors may hold a lien on each of the Properties junior to the Mortgages.

7. Each of the Obligors is now in default under the respective Notes, and Movant seeks to exercise its non-bankruptcy rights and remedies with respect to the Notes, including but not limited to enforcement of its rights against the respective Mortgages.

8. According to Movant's records, the amount owed under each of the respective Mortgages is set forth in the column of Exhibit A entitled "Current Payoff."

9. According to the opinion of a broker qualified to sell real property in the region in which each Property is located, or a certified real estate appraiser, each Property is worth approximately the amount set forth in the column of Exhibit A entitled "Current Value," before

---

<sup>1</sup> As used in connection with terms identified on Exhibit A hereto, "respective" means appearing on the same row of the table.

<sup>2</sup> In some instances, a particular Property may be listed on the exhibit more than once. In such instances, Movant holds more than one Mortgage on the same Property, both of which are senior to the mortgage or lien asserted by the Debtor.

deducting costs of sale, broker's fees, and other fees that might be incurred in the liquidation of the Property.

10. Because their junior liens described in ¶ 6 above are subordinate to the Mortgages, the Debtors have no equity in the Properties.

11. Because the Debtors' junior liens adds little or no value to the Debtors' bankruptcy estates, the Properties are not necessary for the Debtors' reorganization.

12. Because the Debtors have no equity in the Properties and the Properties are not necessary for an effective reorganization, relief from the automatic stay is appropriate under § 362(d)(2) of the Bankruptcy Code to permit Movant to exercise its non-bankruptcy rights and remedies with respect to the Mortgages.

13. Moreover, upon information and belief, the value of each Property is decreasing, or not increasing at the same rate as the Obligor's indebtedness under the respective Note is increasing. Therefore, Movant's interest in each of the Mortgages is not adequately protected.

14. Movant does not know whether the Properties, including but not limited to Movant's interest in the Mortgages, is properly insured. Therefore, Movant's interest in the Mortgages is not adequately protected.

15. Movant does not know whether each of the Obligors is properly maintaining the physical premises of the respective Properties. Therefore, Movant's interest in the Mortgages is not adequately protected.

16. A continued stay of Movant's action against the Obligors and the Properties will cause Movant significant prejudice.

17. Therefore, cause exists to terminate the automatic stay to permit Movant to exercise its non-bankruptcy rights and remedies with respect to the Mortgages pursuant to § 362(d)(1) of the Bankruptcy Code.

18. Movant believes that this motion will be unopposed or granted upon consensual terms. A stay of any order granting this motion would, in such instance, be inappropriate. Therefore, Movant is seeking relief from the stay provisions of Fed. R. Bankr. P. 4001(a)(3).

19. Copies of this motion and notice hereof has been served upon the Debtors, counsel for the Debtors, counsel for the Committee, and counsel for the United States Trustee. In light of the extremely high volume of similar motions being filed in this case and the fact that the parties most likely to seek a position with respect to this motion are receiving notice, Movant believes that limiting notice to these parties is appropriate and requests that the Court consider the merits of this motion accordingly.

WHEREFORE, for the foregoing reasons, Movant respectfully requests that this Court enter an Order terminating the automatic stay and allowing Movant to exercise its non-bankruptcy rights and remedies as to the Property, including but not limited to foreclosure of the Mortgage, and granting such other and further relief as this court deems just and proper.

Dated: June 6, 2008  
Wilmington, Delaware

Respectfully submitted,  
DRAPER & GOLDBERG, PLLC

/s/ Adam Hiller  
Adam Hiller (DE No. 4105)  
Maria Aprile Sawczuk (DE No. 3320)  
1500 North French Street, 2nd Floor  
Wilmington, Delaware 19801  
(302) 339-8776 telephone  
(302) 213-0043 facsimile

*Attorneys for Movant*

# EXHIBIT A

In re American Home Mortgage Holdings, Inc. Case No. 07-11047-CSS (Chap. 11)  
 Monnet US Bank National Association, as Trustee for CMLTI 2007-AR7  
 DeCG Refinance: 216455

1134040273	Alisa McAfee	01/12/07	\$ 102,060.00	\$ 108,565.52	\$ 140,000.00	1625 Martin Bluff Road Gautier, MS 39553
1134040400	Diego W Landazuri	01/17/07	\$ 189,000.00	\$ 200,503.86	\$ 250,000.00	7035 Northwest 173 Drive Hialeah, FL 33015
1134040584	Jesus Jaramillo	1/12/2007	\$404,000.00	\$ 421,925.03	\$ 349,000.00	2448 Pepper Drive Concord, CA 94520
1134040631	Alena Yunkov	01/25/07	\$ 161,000.00	\$ 172,649.83	\$ 215,000.00	231 Mitchell Street Sumas, WA 98286
1134040722	Desir Caus and Marie Charles	01/30/07	\$ 736,000.00	\$ 781,671.76	\$ 839,900.00	16146 Rosecroft Terrace Delray Beach, FL 33446

Handwritten scribbles and a stylized symbol resembling a large 'L' or a similar character.

<DOCUMENT>  
<TYPE>EX-4  
<SEQUENCE>3  
<FILENAME>ex4\_1.txt  
<DESCRIPTION>EXHIBIT 4.1  
<TEXT>  
<PAGE>

Pooling and Servicing Agreement

Exhibit 4.1

-----  
EXECUTION COPY  
-----

---

BANC OF AMERICA FUNDING CORPORATION,  
as Depositor,  
WELLS FARGO BANK, N.A.,  
as Master Servicer and Securities Administrator,  
and  
U.S. BANK NATIONAL ASSOCIATION,  
as Trustee

POOLING AND SERVICING AGREEMENT

Dated May 31, 2007

-----  
Mortgage Pass-Through Certificates  
Series 2007-4

---

<PAGE>

<TABLE>  
<CAPTION>

TABLE OF CONTENTS

Pooling and Servicing Agreement

Page

----

<S> <C>

ARTICLE I DEFINITIONS

21

Section 1.01	Defined	
Terms.....		2
Section 1.02	Interest	
Calculations.....		105

ARTICLE II CONVEYANCE OF MORTGAGE LOANS; ORIGINAL ISSUANCE OF CERTIFICATES  
106

Section 2.01	Conveyance of Mortgage	
Loans.....		106
Section 2.02	Acceptance by the Trustee or Custodian of the Mortgage	
Loans.....		111
Section 2.03	Representations, Warranties and Covenants of the Master	
Servicer.....		116
Section 2.04	Representations and Warranties of the Depositor as to the	
Mortgage Loans.....		117
Section 2.05	Designation of Interests in the	
REMICs.....		118
Section 2.06	Designation of Start-up	
Day.....		119
Section 2.07	REMIC Certificate Maturity	
Date.....		119
Section 2.08	Execution and Delivery of	
Certificates.....		119
Section 2.09	Establishment of the	
Trust.....		120
Section 2.10	Purpose and Powers of the	
Trust.....		120
Section 2.11	Rights of the NIMS	
Insurer.....		120

ARTICLE III ADMINISTRATION AND MASTER SERVICING OF MORTGAGE LOANS  
121

Section 3.01	Master Servicing of the Mortgage	
Loans.....		121
Section 3.02	Monitoring of	
Servicers.....		121
Section 3.03	Fidelity Bond; Errors and Omissions	
Insurance.....		123
Section 3.04	Access to Certain	
Documentation.....		124
Section 3.05	Maintenance of Primary Mortgage Insurance Policy;	
Claims.....		124
Section 3.06	Rights of the Depositor, the Securities Administrator and the	
Trustee in Respect of	the Master	
Servicer.....		125
Section 3.07	Trustee to Act as Master	
Servicer.....		125
Section 3.08	Servicer Custodial Accounts and Escrow	
Accounts.....		125
Section 3.09	Collection of Mortgage Loan Payments; Master Servicer	

	Pooling and Servicing Agreement	
Custodial Accounts, Certificate	Account and Cap Carryover Reserve	126
ACCOUNT.....		
Section 3.10	Access to Certain Documentation and Information Regarding the	
Mortgage Loans.....	131	
Section 3.11	Permitted Withdrawals from the Certificate Account, the Master	
Servicer Custodial	Account and the Servicer Custodial	131
Accounts.....		
Section 3.12	Maintenance of Hazard Insurance and Other	132
Insurance.....		
Section 3.13	Presentment of Claims and Collection of	133
Proceeds.....		
Section 3.14	Enforcement of Due-On-Sale Clauses; Assumption	133
Agreements.....		
Section 3.15	Realization Upon Defaulted Mortgage Loans; REO	133
Property.....		
Section 3.16	Trustee to Cooperate; Release of Mortgage	135
Files.....		

</TABLE>

-1-

<PAGE>

<TABLE>

<CAPTION>

<S> <C>	Documents, Records and Funds in Possession of the Master	
Section 3.17	Servicer to be Held	for the
Trustee.....		136
Section 3.18	Master Servicer	
Compensation.....		137
Section 3.19	Advances.....	
.....137		
Section 3.20	Annual Statement as to	
Compliance.....		137
Section 3.21	Assessments of Compliance and Attestation	
Reports.....		138
Section 3.22	Reports to the	
Commission.....		141

ARTICLE IV MASTER SERVICER'S CERTIFICATE  
148

Section 4.01	Master Servicer's	148
Certificate.....		

ARTICLE V PAYMENTS AND STATEMENTS TO CERTIFICATEHOLDERS; REMIC ADMINISTRATION  
148

Section 5.01	Distributions.....	
.....148		
Section 5.02	Priorities of Distributions on the Shifting Interest	149
Certificates.....		
Section 5.03	Priorities of Distributions on the Overcollateralized	163
Certificates.....		
Section 5.04	Allocation of	175
Losses.....		

	Pooling and Servicing Agreement	
Section 5.05	Statements to	
Certificateholders.....		180
Section 5.06	REMIC Tax Returns and Reports to	
Certificateholders.....		186
Section 5.07	Tax Matters	
Person.....		187
Section 5.08	Rights of the Tax Matters Person in Respect of the Securities	
Administrator.....		188
Section 5.09	REMIC and Grantor Trust Related	
Covenants.....		188
Section 5.10	Determination of One-Month	
LIBOR.....		189
Section 5.11	Master Servicer, Securities Administrator and Trustee	
Indemnification.....		190
Section 5.12	Grantor Trust	
Administration.....		191
Section 5.13		
[Reserved].....		192
Section 5.14	Supplemental Interest	
Trust.....		192
Section 5.15	Tax Treatment of Swap Payments and Swap Termination	
Payments.....		194

ARTICLE VI THE CERTIFICATES  
195

Section 6.01	The	
Certificates.....		195
Section 6.02	Registration of Transfer and Exchange of	
Certificates.....		195
Section 6.03	Mutilated, Destroyed, Lost or Stolen	
Certificates.....		200
Section 6.04	Persons Deemed	
Owners.....		201

ARTICLE VII THE DEPOSITOR AND THE MASTER SERVICER  
201

Section 7.01	Respective Liabilities of the Depositor and the Master	
Servicer.....		201
Section 7.02	Merger or Consolidation of the Depositor or the Master	
Servicer.....		201
Section 7.03	Limitation on Liability of the Depositor, the Master Servicer	
and Others.....		202
Section 7.04	Depositor and Master Servicer Not to	
Resign.....		203

</TABLE>

<PAGE>

<TABLE>  
<CAPTION>

<S> <C>  
ARTICLE VIII DEFAULT

Section 8.01 Events of

	Pooling and Servicing Agreement	
Default.....		203
Section 8.02	Remedies of	
Trustee.....		205
Section 8.03	Directions by Certificateholders and Duties of Trustee During	
Event of Default.....		205
Section 8.04	Action upon Certain Failures of the Master Servicer and upon	
Event of Default.....		206
Section 8.05	Trustee to Act; Appointment of	
Successor.....		206
Section 8.06	Notification to	
Certificateholders.....		207
 ARTICLE IX THE TRUSTEE AND THE SECURITIES ADMINISTRATOR		
	207	
Section 9.01	Duties of Trustee and Securities	
Administrator.....		207
Section 9.02	Certain Matters Affecting the Trustee and the Securities	
Administrator.....		213
Section 9.03	Neither Trustee nor Securities Administrator Liable for	
Certificates or Mortgage Loans....		214
Section 9.04	Trustee and Securities Administrator May Own	
Certificates.....		215
Section 9.05	Eligibility Requirements for Trustee and the Securities	
Administrator.....		215
Section 9.06	Resignation and Removal of Trustee and the Securities	
Administrator.....		216
Section 9.07	Successor Trustee or Securities	
Administrator.....		217
Section 9.08	Merger or Consolidation of Trustee or Securities	
Administrator.....		218
Section 9.09	Appointment of Co-Trustee or Separate	
Trustee.....		219
Section 9.10	Authenticating	
Agents.....		220
Section 9.11	Securities Administrator's Fees and Expenses and Trustee's	
Fees and Expenses.....		220
Section 9.12	Appointment of	
Custodian.....		221
Section 9.13	Paying	
Agents.....		222
Section 9.14	Limitation of	
Liability.....		223
Section 9.15	Trustee or Securities Administrator May Enforce Claims Without	
Possession of		223
Certificates.....		223
Section 9.16	Suits for	
Enforcement.....		223
Section 9.17	Waiver of Bond	
Requirement.....		223
Section 9.18	Waiver of Inventory, Accounting and Appraisal	
Requirement.....		223
 ARTICLE X TERMINATION		
	224	
Section 10.01	Termination upon Purchase or Liquidation of All Mortgage	
Loans.....		224
Section 10.02	Additional Termination	
Requirements.....		227

Pooling and Servicing Agreement

ARTICLE XI MISCELLANEOUS PROVISIONS  
228

Section 11.01	
Amendment.....	228
Section 11.02	Recordation of Agreement;
Counterparts.....	229
Section 11.03	Limitation on Rights of
Certificateholders.....	230
Section 11.04	Governing
Law.....	230
Section 11.05	
Notices.....	231

</TABLE>

-iii-

<PAGE>

<TABLE>  
<CAPTION>

<S> <C>	
Section 11.06	Severability of
Provisions.....	231
Section 11.07	Certificates Nonassessable and Fully
Paid.....	232
Section 11.08	Access to List of
Certificateholders.....	232
Section 11.09	
Recharacterization.....	232
Section 11.10	Regulation AB Compliance; Intent of the Parties;
Reasonableness.....	233
Section 11.11	Third Party
Beneficiary.....	233

</TABLE>

-iv-

<PAGE>

EXHIBITS

Exhibit A-1AR	Form of Face of Class 1-A-R Certificate
Exhibit A-1A1	Form of Face of Class 1-A-1 Certificate
Exhibit A-1A2	Form of Face of Class 1-A-2 Certificate
Exhibit A-1PO	Form of Face of Class 1-PO Certificate
Exhibit A-2A1	Form of Face of Class 2-A-1 Certificate
Exhibit A-2A2	Form of Face of Class 2-A-2 Certificate
Exhibit A-2A3	Form of Face of Class 2-A-3 Certificate
Exhibit A-2A4	Form of Face of Class 2-A-4 Certificate
Exhibit A-2A5	Form of Face of Class 2-A-5 Certificate
Exhibit A-2A6	Form of Face of Class 2-A-6 Certificate
Exhibit A-2A7	Form of Face of Class 2-A-7 Certificate
Exhibit A-2A8	Form of Face of Class 2-A-8 Certificate
Exhibit A-2A9	Form of Face of Class 2-A-9 Certificate
Exhibit A-2A10	Form of Face of Class 2-A-10 Certificate

Pooling and Servicing Agreement

100% of the amount distributed on the Class CE Upper-Tier II Regular Interest.

- (12) The Class P Certificates will not bear interest. The Class P Certificates will be entitled to 100% of the amounts distributed on the Class P Upper-Tier II Regular Interest.
- (13) The Class 4-S-PO, Class 5-S-PO and Class 6-S-PO Components are principal only Components and will not be entitled to distributions in respect of interest.

-20-

<PAGE>

ARTICLE I  
DEFINITIONS

Section 1.01 Defined Terms.

Whenever used in this Agreement, the following words and phrases, unless the context otherwise requires, shall have the meanings specified in this Article:

10-K Filing Deadline: As defined in Section 3.22(c).

1933 Act: The Securities Act of 1933, as amended.

60+ Day Delinquent Loan: For each Distribution Date, each Group T2 Mortgage Loan (including each Group T2 Mortgage Loan in foreclosure and each Group T2 Mortgage Loan for which the Mortgagor has filed for bankruptcy after the Closing Date) with respect to which any portion of a Monthly Payment is, as of the Due Date in the prior calendar month, two months or more past due and each Group T2 Mortgage Loan relating to an REO Property.

Accretion Termination Date: For (i) the Class 2-A-11 Certificates, the earlier to occur of (1) the Distribution Date following the Distribution Date on which the Class Certificate Balance of the Class 2-A-10 Certificates has been reduced to zero and (2) the Senior Credit Support Depletion Date for Group N and (ii) the Class 2-A-12 Certificates, the earlier to occur of (1) the Distribution Date following the Distribution Date on which the aggregate Class Certificate Balance of the Class 2-A-10 and Class 2-A-11 Certificates has been reduced to zero and (2) the Senior Credit Support Depletion Date for Group N.

Accrued Component Interest: For any Distribution Date and each IO Component, one month's interest accrued during the related Interest Accrual Period at the applicable Pass-Through Rate on the applicable Component Notional Amount.

Additional Disclosure Notification: The form of notification to be included with any Additional Form 10-D Disclosure, Additional Form 10-K Disclosure or Form 8-K Disclosure Information which is attached hereto as Exhibit S.

Additional Form 10-D Disclosure: As defined in section 3.22(b).

Additional Form 10-K Disclosure: As defined in section 3.22(c).

Additional Servicer: A Subcontractor engaged by the Master Servicer or the Securities Administrator that is a "servicer" within the meaning of Item 1101 of Regulation AB and meets any of the criteria in Item 1108(a)(2)(i) through (iii) of Regulation AB.

Pooling and Servicing Agreement

into account the payment of the Class T-M-3 Principal Distribution Amount on such Distribution Date) and (v) the Class Certificate Balance of the Class T-M-4 Certificates immediately prior to such Distribution Date over (y) the lesser of (a) the product of (i) 97.10% and (ii) the aggregate Stated Principal Balance of the Group T2 Mortgage Loans as of the last day of the related Collection Period and (b) the amount by which the aggregate Stated Principal Balance of the Group T2 Mortgage Loans as of the last day of the related Collection Period exceeds the product of (i) 0.35% and (ii) the aggregate Stated Principal Balance of the Group T2 Mortgage Loans as of the Cut-off Date.

Class T-M-5 Principal Distribution Amount: As of any Distribution Date, the excess of (x) the sum of (i) the aggregate Class Certificate Balance of the Senior Overcollateralized Certificates (after taking into account the payment of the Overcollateralized Senior Principal Distribution Amount on such Distribution Date), (ii) the aggregate Class Certificate Balance of the Class T-M-1 Certificates (after taking into account the payment of the Class T-M-1 Principal Distribution Amount on such Distribution Date), (iii) the Class Certificate Balance of the Class T-M-2 Certificates (after taking into account the payment of the Class T-M-2 Principal Distribution Amount on such Distribution Date), (iv) the Class Certificate Balance of the Class T-M-3 Certificates (after taking into account the payment of the Class T-M-3 Principal Distribution Amount on such Distribution Date), (v) the Class Certificate Balance of the Class T-M-4 Certificates (after taking into account the payment of the Class T-M-4 Principal Distribution Amount on such Distribution Date) and (vi) the Class Certificate Balance of the Class T-M-5 Certificates immediately prior to such Distribution Date over (y) the lesser of (a) the product of (i) 98.10% and (ii) the aggregate Stated Principal Balance of the Group T2 Mortgage Loans as of the last day of the related Collection Period and (b) the amount by which the aggregate Stated Principal Balance of the Group T2 Mortgage Loans as of the last day of the related Collection Period exceeds the product of (i) 0.35% and (ii) the aggregate Stated Principal Balance of the Group T2 Mortgage Loans as of the Cut-off Date.

Class Unpaid Interest Shortfall: As to any Distribution Date and each Class of interest-bearing shifting interest Certificates (other than the Class S-IO Certificates), the amount by which the aggregate Class Interest Shortfalls for such Class (or, in the case of the Class 1-A-11 and Class 1-A-12 Certificates prior to the applicable Accretion Termination Date, the amount included in the Class 1-A-11 Accrual Distribution Amount or Class 1-A-12 Accrual Distribution Amount, as applicable, pursuant to clause (ii) of the definition thereof, but not distributed as interest on the Class 1-A-11 and Class 1-A-12 Certificates) on such Class on such prior Distribution Dates exceeds the amount of interest actually distributed on such Class on such prior Distribution Dates pursuant to clause (ii) of the definition of "Interest Distribution Amount." As to any Distribution Date and the Class S-IO Certificates, the sum of the Component Unpaid Interest Shortfalls for the Class 4-S-IO Component, the Class 5-S-IO Component and the Class 8-S-IO Component.

Closing Date: May 31, 2007.

Code: The Internal Revenue Code of 1986, as amended.

Collection Period: With respect to any Distribution Date, the period from the second day of the calendar month preceding the month in which such Distribution Date occurs through the first day of the month in which such Distribution Date occurs.

-35-

<PAGE>

Commission: The U.S. Securities and Exchange Commission.

**Pooling and Servicing Agreement**

**Countrywide:** Countrywide Home Loans Servicing LP, in its capacity as servicer under the Countrywide Servicing Agreement.

**Countrywide Servicing Agreement:** Collectively, (i) the Master Mortgage Loan Purchase and Servicing Agreement, dated as of April 1, 2003, by and between BANA (as successor in interest to BAMCC) and CHL, (ii) that certain Amendment No. 1, dated as of July 1, 2003, by and among BAMCC, CHL and BANA, (iii) that certain Amendment No. 2, dated as of September 1, 2004, by and among BAMCC, CHL and BANA, (iv) that certain Amendment Reg. AB to the Master Mortgage Loan Purchase and Servicing Agreement, dated as of January 1, 2006, by and between CHL and BANA, and (v) the Assignment, Assumption and Recognition Agreement, dated May 31, 2007, by and among BANA, the Depositor, the Trustee, Countrywide and CHL.

**Custodian:** Initially, the Trustee and thereafter any custodian appointed by the Trustee pursuant to Section 9.12. A Custodian may (but need not) be the Trustee or any Person directly or indirectly controlling or controlled by or under common control of either of them. None of the Master Servicer, any Servicer or the Depositor, or any Person directly or indirectly controlling or controlled by or under common control with any such Person may be appointed Custodian.

**Customary Servicing Procedures:** With respect to (i) any Servicer, procedures (including collection procedures) that a Servicer customarily employs and exercises in servicing and administering mortgage loans for its own account and which are in accordance with accepted mortgage servicing practices of

-39-

<PAGE>

prudent lending institutions servicing mortgage loans of the same type as the Mortgage Loans in the jurisdictions in which the related Mortgaged Properties are located and (ii) the Master Servicer, those master servicing procedures that constitute customary and usual standards of practice of prudent mortgage loan master servicers.

**Cut-off Date:** May 1, 2007.

**Cut-off Date Pool Principal Balance:** For each Loan Group, the aggregate of the stated Principal Balances of the Mortgage Loans contributing to, or in, such Loan Group as of the Cut-off Date, which is \$56,172,373.06 for Loan Group 1, \$243,361,880.21 for Loan Group 2, \$64,045,020.06 for Loan Group 3, \$135,196,092.89 for Loan Group 4, \$61,778,781.73 for Loan Group 5, \$11,892,223.57 for Loan Group 6, \$44,958,790.75 for Loan Group 7, \$20,427,582.13 for Loan Group 8 and \$399,711,071.00 for Loan Group T2.

**Debt Service Reduction:** As to any Mortgage Loan and any Determination Date, the excess of (i) the Monthly Payment due on the related Due Date under the terms of such Mortgage Loan over (ii) the amount of the monthly payment of principal and/or interest required to be paid with respect to such Due Date by the Mortgagor as established by a court of competent jurisdiction (pursuant to an order which has become final and nonappealable) as a result of a proceeding initiated by or against the related Mortgagor under the Bankruptcy Code, as amended from time to time (11 U.S.C.); provided that no such excess shall be considered a Debt Service Reduction so long as (a) the Servicer of such Mortgage Loan is pursuing an appeal of the court order giving rise to any such modification and (b)(1) such Mortgage Loan is not in default with respect to payment due thereunder in accordance with the terms of such Mortgage Loan as in effect on the Cut-off Date or (2) Monthly Payments are being advanced by the applicable Servicer, the Master Servicer or the Trustee, as applicable, in accordance with the terms of such Mortgage Loan as in effect on the Cut-off Date.

**Pooling and Servicing Agreement**

**Defaulted Swap Termination Payment:** Any Swap Termination Payment required to be paid by the Supplemental Interest Trust to a Swap Provider pursuant to the related Interest Rate Swap Agreement as a result of an Event of Default (as defined in each such Interest Rate Swap Agreement) with respect to which such Swap Provider is the defaulting party or a Termination Event (including a Downgrade Termination Event) under an Interest Rate Swap Agreement (other than Illegality or a Tax Event that is not a Tax Event Upon Merger (each as defined in such Interest Rate Swap Agreement)) with respect to which the related Swap Provider is the sole Affected Party (as defined in the applicable Interest Rate Swap Agreement).

**Defective Mortgage Loan:** Any Mortgage Loan which is required to be cured, repurchased or substituted for pursuant to Sections 2.02 or 2.04.

**Deficient Valuation:** As to any Mortgage Loan and any Determination Date, the excess of (i) the then outstanding indebtedness under such Mortgage Loan over (ii) the secured valuation thereof established by a court of competent jurisdiction (pursuant to an order which has become final and nonappealable) as a result of a proceeding initiated by or against the related Mortgagor under the Bankruptcy Code, as amended from time to time (11 U.S.C.), pursuant to which such Mortgagor retained such Mortgaged Property; provided that no such excess shall be considered a Deficient Valuation so long as (a) the applicable Servicer

-40-

<PAGE>

is pursuing an appeal of the court order giving rise to any such modification and (b)(1) such Mortgage Loan is not in default with respect to payments due thereunder in accordance with the terms of such Mortgage Loan as in effect on the Cut-off Date or (2) Monthly Payments are being advanced by the applicable Servicer, the Master Servicer or the Trustee, as applicable, in accordance with the terms of such Mortgage Loan as in effect on the Cut-off Date.

**Definitive certificates:** As defined in Section 6.02(c)(iii).

**Delinquent:** Any Mortgage Loan with respect to which the Monthly Payment due on a Due Date is not made by the close of business on the next scheduled Due Date for such Mortgage Loan.

**Denomination:** The amount, if any, specified on the face of each Certificate (other than an Interest Only Certificate) representing the principal portion of the Initial Class Certificate Balance evidenced by such Certificate. As to any Interest Only Certificate, the amount specified on the face of each such Certificate representing the portion of the Initial Notional Amount evidenced by such Certificate.

**Depositor:** Banc of America Funding Corporation, a Delaware corporation, or its successor in interest, as depositor of the Trust Estate.

**Depository:** The Depository Trust Company, the nominee of which is Cede & Co., as the registered Holder of the Book-Entry Certificates or any successor thereto appointed in accordance with this Agreement. The Depository shall at all times be a "clearing corporation" as defined in Section 8-102(3) of the Uniform Commercial Code of the State of New York.

**Depository Participant:** A broker, dealer, bank or other financial institution or other Person for whom from time to time a Depository effects book-entry transfers and pledges of securities deposited with the Depository.

**Designated Interest Amount:** With respect to any Shifting Interest Mortgage Loan (other than a Group 4 Mortgage Loan or a Group 5 Mortgage Loan) and any Shifting Interest Loan Group, the product of (i) the Applicable Percentage for

Pooling and Servicing Agreement contemplated herein, or which would materially impair the ability of the Master Servicer to perform under the terms of this Agreement.

The representations and warranties made pursuant to this Section 2.03 shall survive delivery of the respective Mortgage Files to the Trustee or a Custodian on the Trustee's behalf and shall inure to the benefit of the Certificateholders.

Section 2.04 Representations and Warranties of the Depositor as to the Mortgage Loans.

The Depositor hereby represents and warrants to the Trustee and the NIMS Insurer with respect to the Mortgage Loans or each Mortgage Loan, as the case may be, as of the date hereof or such other date set forth herein that as of the Closing Date:

(i) Immediately prior to the transfer and assignment contemplated herein, the Depositor was the sole owner and holder of the Mortgage Loans. The Mortgage Loans were not assigned or pledged by the Depositor and the Depositor had good and marketable title thereto, and the Depositor had full right to transfer and sell the Mortgage Loans to the Trustee free and clear of any encumbrance, participation interest, lien, equity, pledge, claim or security interest and had full right and authority subject to no interest or participation in, or agreement with any other party to sell or otherwise transfer the Mortgage Loans.

(ii) As of the Closing Date, the Depositor has transferred all right, title and interest in the Mortgage Loans to the Trustee on behalf of the Trust.

(iii) As of the Closing Date, the Depositor has not transferred the Mortgage Loans to the Trustee on behalf of the Trust with any intent to hinder, delay or defraud any of its creditors.

(iv) Each Mortgage Loan is a "qualified mortgage" within the meaning of Section 860G(a)(3) of the Code and Treasury Regulation ss. 1.860G-2.

<PAGE>

-117-

It is understood and agreed that the representations and warranties set forth in this Section 2.04 shall survive delivery of the respective Mortgage Files to the Trustee or a Custodian on the Trustee's behalf and shall inure to the benefit of the Certificateholders.

Upon discovery by any of the Depositor, the Master Servicer, the Securities Administrator or the Trustee that any of the representations and warranties set forth in this Section 2.04 is not accurate (referred to herein as a "breach") and that such breach materially and adversely affects the interests of the Certificateholders in the related Mortgage Loan, the party discovering such breach shall give prompt written notice to the other parties; provided that a breach of the representation that each Mortgage Loan is a "qualified mortgage" within the meaning of Section 860G(a)(3) of the Code shall be deemed to materially and adversely affect the interests of the Certificateholders. Within 90 days of its discovery or its receipt of notice of any such breach, the Depositor shall cure such breach in all material respects or shall either (i) repurchase the Mortgage Loan or any property acquired in respect thereof from the Trustee at a price equal to the Purchase Price or (ii) if within two years of the Closing Date, substitute for such Mortgage Loan in the manner described in Section 2.02; provided that if the breach relates to the representation that each Mortgage Loan is a "qualified mortgage" as defined in Section 860G(a)(3) of the Code, any such repurchase or substitution must occur within 90 days from the date the breach was discovered. The Purchase Price of any repurchase described

EM

# NOTE

February 22, 2007  
[Date]

Lincroft.  
[City]

New Jersey  
[State]

813 Cleveland Ave, Elizabeth, NJ 07208  
[Property Address]

## 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S.\$ 273,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is AHM Mortgage

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

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

## 2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 6.750 %.

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

## 3. PAYMENTS

### (A) Time and Place of Payments

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

I will make my monthly payment on the 1st day of each month beginning on April 1, 2007. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on March 1, 2037, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at PO Box 660029, Dallas, TX 75266-0029  
or at a different place if required by the Note Holder.

### (B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S.\$ 1,770.67

## 4. BORROWER'S RIGHT TO PREPAY

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

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

DOC #: 316691 APPL #: 0001601085  
MULTISTATE FIXED RATE NOTE - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

DN31 0005

5N (2005) Form 3200 1/01  
VMP MORTGAGE FORMS - (800)321-7291

Page 1 of 3

Initials:   FO  



## 5. LOAN CHARGES

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

## 6. BORROWER'S FAILURE TO PAY AS REQUIRED

### (A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

### (B) Default

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

### (C) Notice of Default

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

### (D) No Waiver By Note Holder

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

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

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

## 7. GIVING OF NOTICES

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

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

## 8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

## 9. WAIVERS

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

**10. UNIFORM SECURED NOTE**

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

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

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

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

  
\_\_\_\_\_  
Felix Ortiz (Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

*(Sign Original Only)*



~~12~~ 2



x

# The Disciplinary Board

of the Supreme Court of Pennsylvania

---

## PA Attorney Information

**Judith T. Romano**

PA Attorney ID: 58745

Current Status: Active

Date of Admission: 11/21/1990

Lawfirm: Phelan Hallinan & Schmieg, L.L.P.

Other Organization:

District: 1

County: Philadelphia

Public Access PHELAN HALLINAN & SCHMIEG LLP

Address 1617 JFK BLVD STE 1400

PHILADELPHIA, PA 191031814

Tel: 215 563-7000

Fax: 215 563-4491

Professional I maintain, either individually or through my firm, Professional Liability Liability Insurance: Insurance pursuant to the provisions of Rule of Professional Conduct 1.4 (C).

Comment:

Discipline:

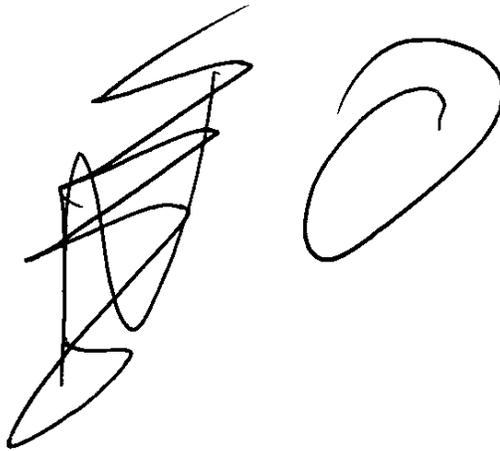
---

©2007-2012 The Disciplinary Board of the Supreme Court of Pennsylvania. | [Disclaimer](#)

For questions or comments regarding the website, please contact us at [comments@padisciplinaryboard.org](mailto:comments@padisciplinaryboard.org).



Mixed Sources  
www.fsc.org Cert no. SW-COC-002980  
© 1996 Forest Stewardship Council







# Free Checking

02 [redacted] 751 330 0 6 4,770

## Cheques automatizado

Número	Monto	Fecha	Descripción	
1029	47.87	9/22	Cheque automatizado AUTOMATED CHECK MET-ED CO. ID. 2258580002 100922 ARC MISC 1029	BILL PYMT
1030	47.17	9/22	Cheque automatizado AUTOMATED CHECK MET-ED CO. ID. 2258580002 100922 ARC MISC 1030	BILL PYMT
1031	38.76	9/22	Cheque automatizado AUTOMATED CHECK MET-ED CO. ID. 2258580002 100922 ARC MISC 1031	BILL PYMT
1032	25.06	9/23	Cheque automatizado AUTOMATED CHECK UGI UTILITIES CO. ID. 231174060 100923 ARC MISC 1032	UTIL PMT
1035	170.69	9/22	Cheque automatizado AUTOMATED CHECK PSEG CO CO. ID. 1221212800 100922 ARC MISC 1035	ARC
<b>Total</b>			<b>\$795.01</b>	

## Otros retiros y cargos por servicios

Fecha	Monto	Descripción
9/23	399.00	Débito automatizado AUTOMATED DEBIT CONSOLIDATED CRE COUNSEL PMT CO. ID. 1650401491 100923 PPD
9/24	5.00	Débito automatizado AUTOMATED DEBIT CONSOLIDATED CRE ACHWITHDRL CO. ID. 1262804032 100924 PPS
9/24	35,000.00	Débito automatizado AUTOMATED DEBIT MORTGAGE PAYMENT EPT CO. ID. R952318940 100924 TEL MISC 1317009210
<b>Total</b>		<b>\$35,404.00</b>



WACHOVIA

ONLINE IMAGE

Account Number: [REDACTED]

Check Number

2891

Amount

\$1,800.44

Date Posted

10/19/2009

FELIX M. ORTIZ 879 CLEVELAND AVE ELIZABETH, NJ 07208	Guaranteed Amount 1180044
--	------------------------------

2891

2891

10/13/2009

Pay to the order of **Americas Savings** Contact \$1,800.44

**One Thousand Eight Hundred and 44/100** Dollars

WACHOVIA

Wachovia Bank, N.A. Loan # 137009210

1st part of Agreement

[Signature]

2891

5969  
RECEIVED  
WACHOVIA  
AS TRUSTEE  
60029101

FOR DEPOSIT ONLY  
WELLS FARGO BANK N.A.  
WELLS FARGO DEPOSIT SERVICES

FELIX M. ORTIZ  
813 CLEVELAND AVE.  
ELIZABETH, NJ 07208

(2 pago)

05-2/212

2935

Pay to the  
order of

*Quarcon Home Service*

*11/21/09*  
Date

\$ 1974.89

Dollars



WACHOVIA

Wachovia Bank, N.A.  
wachovia.com

*813 Clev.*

For

*A/N: 1317.009210*

*[Signature]*

2935

Fox

55-2/212      2936

Pyo #3

12/14/09

Pay to the order of: American Budget Sewing \$1887.44

WACHOVIA  
Wachovia Bank, N.A.  
wachovia.com

For M 619 # 1917 009210

*[Signature]*

2936