

Nelson Santana
121 Mohican Court
Galloway, N J 08205-3443
Defendant/ Pro Se

Judge McVeigh, J.S.C.
Superior Court of New Jersey
Chambers 100
71 Hamilton Street
Paterson, N.J. 07505

RECEIVED

OCT 22 2012

SUPERIOR COURT
CLERK'S OFFICE

Regarding Docket Number:
F-009564-12
Wells Fargo Bank, N.A. v. Nelson Santana

Dear Sir or Madam.

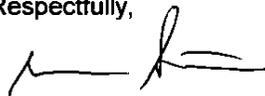
I am a defendant in the above-referenced matter. Enclosed for filing please find an original and one copy of the following documents.

- 1 Cover Letter with Filing Fee(s) Attached,
- 2 Certification/ Proof of Service,
- 3 Foreclosure Case Information Statement (FCIS),
4. Objection to: Order to Show Cause & Corrected NOI to Foreclose, and
- 5 Certification of Statements

I am also enclosing a self-addressed stamped envelope for the copies that will be stamped "filed" and returned to me. Thank you for your assistance. Please contact me if you have any questions

DATED 10/17/2012

Respectfully,



Nelson Santana
Defendant/ Pro Se

Nelson Santana
121 Mohican Court
Galloway, N J. 08205-3443
Defendant/ Pro Se

WELLS FARGO BANK, N A) SUPERIOR COURT OF NEW JERSEY CHANCERY
Plaintiff,) DIVISION - GENERAL EQUITY
Vs.) ATLANTIC COUNTY DOCKET NO
Nelson Santana) F-009564-12
Defendant/ Pro Se) Civil Action
CERTIFICATION OF SERVICE

Nelson Santana, of full age, and the defendant in the above matter hereby certifies a copy of the documents listed below were filed within the time prescribed by the Rules of court Sent via Certified Mail, Return Receipt requested to the parties listed herein

- 1 Cover Letter with Filing Fee(s) Attached;
2. Certification/ Proof of Service,
3. Foreclosure Case Information Statement (FCIS);
- 4 Objection to Order to Show Cause & Corrected NOI to Foreclose, and
- 5 Certification of Statements

Superior Court Clerk's Office
Foreclosure Processing Services
Attn Objection to Notice of Intention to Foreclosure
P O Box 971
Trenton, N.J. 08625

Mark Melodia, Esq
REED SMITH, LLP (Attorneys for Wells Fargo Bank)
Princeton Forrestal Village
136 Main Street
Princeton, N J. 08540

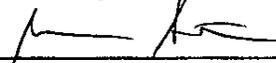
Honorable McVeigh, J S C
Superior Court of New Jersey
71 Hamilton Street - Chambers 100 (Court Room 134)
Paterson, N J 07505

Zucker, Goldberg & Ackerman, LLC
200 Sheffield Street - Suite 101
P O Box 1024
Mountainside, N.J 07092-0024

I certify that the foregoing statements by me are true
are willfully false, I am subject to punishment

I am aware that if any of the statements made by me

DATED. 10/17/2012

Signature 
Nelson Santana

Nelson Santana
121 South Mohican Court
Galloway, N.J. 08205-3443
Defendant/ Pro Se

WELLS FARGO BANK, N.A.) SUPERIOR COURT OF NEW JERSEY
) CHANCERY DIVISION- ATLANTIC COUNTY
Plaintiff.)
) DOCKET NO.: F-009564-12
Vs.)
) CIVIL ACTION
Nelson Santana,)
) Objection to: Order to Show Cause and
Defendant/ Pro Se) Corrected Notice of Intent to Foreclose
)

I, Nelson Santana, the defendant in the above captioned matter, being of full age, hereby object to the Plaintiff's filing of the "Order to Show Cause" and corrected "Notice of Intention to Foreclose" for the following specific reasons:

Objection 1: Defendant is confused and can only speculate as to what **stage of the foreclosure process** he is currently in. Defendant is unaware as to who actually is active council for HSBC Bank USA, N.A.(HSBC) The Notice of Intention to Foreclose (Exhibit A) informs defendant he is currently in Default status. However, the sheriff's sale schedule as recent as September 6, 2012, And sporadically for over the past 24 months fills defendant with doubt as to whether HSBC knows what is going on with any current foreclosure. The plaintiff's tactics of intimidation by subversively prostituting the executive arm of the judicial system and threatening to uproot families, within weeks of notice, gives defendant reason to believe a deeper more sinister scheme based on the phonetics and origin of defendants surname is at play. Exhibits C & D are more to the point and exemplify the lending practices adopted nationwide by Wells Fargo Bank, N.A. (Wells Fargo) and how they directly influence the direction and illegitimate standing of the plaintiff's case. Adding insult to injury, the fact that defendant would receive letters from Zucker, Goldberg & Ackerman, LLC (co-council for HSBC) with dates of the next sale, yet the Atlantic County Sheriff website of upcoming sheriff sales, would have no mention of the upcoming sale leading defendant to believe collusion at play. In addition, the lack of the Sheriff Sale number (Exhibit B) gives defendant the impression of a lingering status, to be filled in if/when actual sale occurs or defendant skedaddle out of fright or lack of fortitude.

Objection 2: The **figures, under miscellaneous**, mentioned in the Notice of Intention to Foreclose(Exhibit A) are undoubtedly inaccurate since, defendant speculates, are based on payments made to initial council who should have ceased sheriff sale proceedings, on or about April, 2012, soon after the "Guillame" finding realizing they were not adhering to the letter of the law. Who determines the amount (if any) to be paid to initial council for the illegal and intimidating foreclosure? "Guillame" simply reaffirmed adherence to the foreclosure process/criteria already in place. Defendants recent numerous phone calls & faxes, with personal financial information, to

Well Fargo for a loan modification have amounted to nothing. After seven months defendant is still awaiting an answer after speaking to representatives (Mario Ruiz being one of them) in both Spanish and English.

Objection 3: Plaintiff Wells Fargo, without the defendants knowledge and consent, seemingly reused a former application plaintiff had processed more than two years prior for Delta Funding Corporation. The Wells Fargo Mortgage Broker, located in south jersey, called defendant “out of the blue” and informed the defendant who was living in California (at that time) if he wanted to refinance his rented home all he had to do was “sign the paperwork and pick up the check.” He “would handle everything else.” Defendant still doesn’t know how appraisal was performed or who paid for the service. Defendant never authorized or gave access via tenant to rental home. In direct contradiction to the “Second Home Rider” defendants signed (Exhibit F). Wells Fargo Broker was aware the rental income had to be used for repayment of the loan or would be unaffordable to defendant. Since closing Delta Corporation has previously been sued by the United States of America for **predatory lending practices** perpetrated upon minorities, it promptly settled out of court. As of, October 9, 2012, Wells Fargo, is being sued again by the United States of America on behalf of Federal Housing Authority(FHA) and the Housing and Urban Development(HUD) for “mass-approving over 6,000 “materially deficient” loans and filing false insurance claims on thousands of defaulted mortgages as a result of false certifications by Wells Fargo.” Plaintiff has violated the Fair Foreclosure Act, Consumer Fraud Act, Truth in Consumer Contract, and the Uniform Commercial Code for providing inaccurate statement of account(s) in violation of N.J. Ann. 12A9-210. In light of recent events defendant hereby objects to the Notice of Intention to Foreclose filed by Mark Melodia, Esq., (Defendant assumes to be active counsel). Defendant also requests the court to dismiss the Order to Show cause pursuant clarification to determine if defendant is a party to the most recent U.S. Attorney suit mentioned above.

Objection 4: Plaintiffs and attorneys filed a Foreclosure complaint in accordance to Rule 4:64-1(a) and (b) Title Search; Certificates of Due Diligence, and Contents of Mortgage Foreclosure. If defendant is to assume Mark Melodia, Esq. is active counsel for plaintiff (Docket No.: F-009564-12) why has plaintiffs attorney neglected to incorporate the **concurrent action** against defendant (Docket No.: F-21096-08) in plaintiff’s Foreclosure Case Information Statement (FCIS) under the Rules of Court. Defendant would like to direct the courts attention to Rule 4:5-1(b).

“If a party fails to comply with its obligations under this rule, the courts may impose an appropriate sanction including dismissal of a successive action against a party whose existence was not disclosed...unless the failure of compliance was inexcusable and the right of the undisclosed party to defend the successive action has been substantially prejudiced by not having been identified in the prior action.”

Defendant contends both of Plaintiff’s co-counsel were aware of each others existence and common objective and blatantly disregarded remedial established rules of court bringing about undue emotional distress due to co-counsels negligence, wantonness and unprofessional conduct. Under these circumstances defendant would ask the court under Rules of court 4:6-4(b) to dismiss plaintiffs pleading for summary judgment and corrected NOI to foreclose.

Objection 5: Plaintiff has denied defendant a complete copy of the **Pooling and Servicing Agreement (PSA)** which is crucial for defendant’s defense since it contains the specific/mandatory

operating procedures for the Wells Fargo Mortgage Backed Security 2006-1 defendant's mortgage note unknowingly became a part of.

Objection 6: Perfected security interest of the defendant's residential mortgage has not been established by the trustee. The plaintiff acting on behalf of the trustee "may" have a right to foreclose for a fraction of the security it may have purchased via the residuals, but not in its totality. Each bond holder has varied rights and interest in the income streams generated by the hundreds of notes in a Mortgage-Backed Security Series. Once again plaintiff has not provided the **Prospectus, Prospectus Supplement** or the PSA so defendant can make such a determination. Furthermore, the "certified assignment of mortgage" is founded on these same documents defendant has requested.

Objection 7: Under the Truth-in-Lending Act (Section 102, 15 U.S.C. Section 1601) plaintiff is required to disclose the mortgage terms to the homeowner. Defendant, to date, have not received an executed **HUD-1, RESPA or Affidavit of Title, Truth In Lending Disclosure Statement** nor was defendant informed he had the right to request one.

Objection 8: Defendant never received a copy of a **Notice of Right to Cancel** or the three day right of rescission.

Objection 9: The **Fair Foreclosure Act** (FFA) answers any question as to whether the Corrected Notice of Intent to Foreclose should be entertained at all. In Atlantic Palace Dev. V. Robledo, 396 N.J. Super. 171, 178-179 (Ch. Div. 2007)(citing Service Armament Co. v. Hyland, 70 N.J. 550 (1976)...the Appellate Division consistently held that strict compliance with the FFA is required, and that substantial compliance or satisfying the spirit of the FFA is insufficient. Also, EMC Mortgage Corp. v. Chaudhri, 400 N.J. Super. 126, 138 (App. Div. 2008); See also Bank of New York Mellon v. Elghossain, 419 N.J. Super. 336, 342 (Ch. Div. 2010) (Dismissing the complaint, the court held "Lenders' substantial compliance with the FFA is not enough; strict compliance is required" and that post-filing service (or post-judgment cures) of a corrected notice (or deficient NOIs) is not permitted "because this would eviscerate the statutes plain meaning"). The only point of departure in these cases is whether non-compliance must result in dismissal of the foreclosure complaint. Defendant maintains co-counsels remedial neglect of professional due diligence whether intentional or not is inexcusable. Plaintiffs co-counsel should have followed established procedures by initial complaint, sending a correct NOI, with "materially sound" paperwork, not Sheriff's Sales, followed by defective NOI then a frivolous "summary judgment" to sweep it all under the rug. Recently, in Bank of New York v. Laks, N.J. Super. , 2011 WL3424983 (App. Div., Approved for Publication, August 8, 2011), "with regard to remedy...where a notice of intention to foreclose is deficient, dismissal of the foreclosure complaint without prejudice is required."

Objection 10: The certification of the Assignment of Mortgage (Exhibit E) shows HSBC Bank USA, N.A. as trustee and recipient for the original note. Defendant has yet to see the **Original Note**. To date Plaintiff has refused to produce the transferred and **endorsed** original note. In Wells Fargo Bank, N.A. v. Ford, 418 N.J. Super. 592, 597 (App. Div. 2011), Bank of N.Y. v. Raftogianis, 418 N.J. Super. 323, 327-328 (Ch. Div. 2010) and Kemp v. Countrywide Home Loans (In Re Kemp), 440B.R. 624 (B.R.D. N.J. 2010) (Bank of New York's proof of claim disallowed where it did not

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440B.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). "In the absence of a showing of such ownership or control, the plaintiff lack standing to proceed with the foreclosure action and the complaint must be dismissed." Ford at 597. "In addition, an assignee (such as HSBC) must produce a written assignment of mortgage in order to maintain a foreclosure action." Ford at 600, citing N.J.S.A. 46:9-9. "The complaint fails to allege facts that support a conclusion that the plaintiff owns or controls the underlying debt."

Objection 11: In addition to objection #10, if the note is a "negotiable instrument" by operation of law Plaintiff has yet to present defendant with a true copy of the **delivery receipt** as required by the PSA/ Article 3 of the Uniform Commercial Code.

Objection 12: HSBC Bank USA, N.A. has no authority to claim an equitable interest in the note that has not been transferred to the trust in accordance to the strict guidelines of the PSA. In addition, the assignment (Exhibit E) was not a true and legal sale between the Assignor (Wells Fargo Bank, N.A.) and Trustee (HSBC Bank USA) as the nominal fee of one dollar is not true consideration as collateral for a mortgage loan. The **REMIC requirement for a Trust under the Internal Revenue Code** is not met making the transfer a nullity and fraudulent at best.

Defendant certifies that the foregoing Statements made by him are true to the best of his knowledge, information, and belief. I am aware that if any of the foregoing statements made by me are willfully false, they are subject to punishment.

DATED:

10/17/2012



Nelson Santana



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

Date 8/14/2012

NELSON SANTANA
121 MOHICAN CT
GALLOWAY, NJ 08205-3443

RE Wells Fargo Home Mortgage 708/0150876647
Mortgagor(s) NELSON SANTANA
Mortgaged Premises: 121 SOUTH MOHICAN C
GALLOWAY
NJ
08205

NOTICE OF INTENTION TO FORECLOSE

Dear Borrower(s).

Wells Fargo Home Mortgage (hereafter, "Wells Fargo") services a mortgage (hereafter, the "Mortgage") in the original principal amount of \$188,500 00 on the residential property commonly known as 121 SOUTH MOHICAN C, GALLOWAY, NJ 08205, which Mortgage was made on 2/28/2006.

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

Monthly payments (principal, interest, and escrow) from 5/1/2008 are as follows

Payments- Totaling	\$	103,247.41
Total Accrued Unpaid Late Charges (Monthly Late Charge \$ 79.85)	\$	3,323.31
Unapplied Funds	\$	0.00
Miscellaneous Fees	\$	4,518.00
Total Delinquency as of 8/14/2012	\$	111,168.57

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:

Wells Fargo Home Mortgage
1200 W 7th Street
Suite L2-200
Los Angeles, CA 90017

Exhibit: A

Correspondence only address:

Randy Bockenstedt, Senior Vice President
Wells Fargo Home Mortgage
Address. 3480 State view Boulevard
MAC D3348-027
Fort Mill, SC 29715
Phone Number: 1-800-868-0043

Please be advised that Wells Fargo Home Mortgage 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 Wells Fargo 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, Wells Fargo 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 Wells Fargo 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 Wells Fargo, 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, Wells Fargo 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.

LEONARD B ZUCKER
MICHAEL S ACKERMAN
JOEL ACKERMAN*

FRANCES GAMBARDIELLA
BRIAN C. NICHOLAS ◊
STEVEN D KROL
CHRISTOPHER G FORD
DENISE CARLON Δ
CHRISTINE E POTTER
RYAN S MALC
ASHLEIGH LEVY MARIN f
DOUGLAS J McDONOUGH
TIMOTHY J ZIEGLER
STEPHANIE WOLCHOK
ELIZABETH P RIZZO
ROBERT D BAILEY
JAIME R ACKERMAN ♦
RACHEL G PACKER ‡
KACIE W BROWN

* ALSO MEMBER OF NY, PA AND CA BAR
◊ ALSO MEMBER OF NY, PA AND ME BAR
◊ ALSO MEMBER OF NY AND ME BAR
Δ ALSO MEMBER OF NY BAR
f ALSO MEMBER OF PA BAR
♦ ALSO MEMBER OF NY AND DC BAR
‡

**ZUCKER, GOLDBERG & ACKERMAN,
LLC
ATTORNEYS AT LAW.**

200 SHEFFIELD STREET- SUITE 101
P.O. BOX 1024
MOUNTAINSIDE, NJ 07092-0024

TELEPHONE: 908-233-8500
FACSIMILE: 908-233-1390
E-MAIL: office@zuckergoldberg.com

*For payoff/reinstatement figures
Please send your request to: zuckergoldberg.com/pr*

REPLY TO NEW JERSEY ADDRESS

FOUNDED IN 1923
AS ZUCKER & GOLDBERG

MAURICE J ZUCKER (1918-1979)
LOUIS D GOLDBERG (1923-1967)
LEONARD H. GOLDBERG (1929-1979)
BENJAMIN WEISS (1949-1981)

Pennsylvania Office
P O Box 650
Hershey, PA 17033

OF COUNSEL

SCOTT A. DIETTERICK, ESQ. ¥
KIMBERLY A. BONNER, ESQ. ¥
RALPH M. SALVIA, ESQ. ¥

¥ MEMBER OF PA BAR ONLY

XCZ-104001

August 1, 2012

SHERIFF OF ATLANTIC COUNTY
Via Fax: 609-909-7299

Attn: Sheriff's Sale Clerk
Re: Sheriff Sale #
Record Owner: Nelson Santana, Married
Premises: 121 SOUTH MOHICAN COURT
GALLOWAY, NJ 08201
Docket #: F-21096-08

Dear Sir/Madame:

Please allow this letter to serve as confirmation that the Sheriff sale now scheduled for **August 2, 2012** has been adjourned until **September 6, 2012**. Please mark your records accordingly.

We represent the plaintiff, HSBC Bank USA, National Association, as Trustee for Wells Fargo Asset Securities Corporation Home Equity Asset-Backed Certificates, Series 2006-1

Very truly yours,
ZUCKER, GOLDBERG & ACKERMAN, LLC

By: Leonard B. Zucker
LEONARD B. ZUCKER, ESQ.

LBZ/rod
cc: Nelson Santana
121 SOUTH MOHICAN COURT
GALLOWAY, NJ 08201

cc: NELSON SANTANA
20365 MALLOY SQUARE CIRCLE
REHOBOTH BEACH, DE 19971

cc: GLORIA SANTANA
121 SOUTH MOHICAN COURT
GALLOWAY, NJ 08201

cc: GLORIA SANTANA
20365 MALLOY SQUARE CIRCLE
REHOBOTH BEACH, DE 19971



Exhibit: B

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

UNITED STATES OF AMERICA,
Plaintiff,

v.

WELLS FARGO BANK, NA,

Defendant.

Exhibit: C

Civil No. 12-1150 (JDB)

MEMORANDUM OPINION & ORDER

Plaintiff United States of America and Defendant Wells Fargo Bank, NA (“Wells Fargo”) request that the Court enter a consent order to resolve the United States’ civil action brought to enforce the Equal Credit Opportunity Act (ECOA), 15 U.S.C. §§ 1691-1691f, and the Fair Housing Act (FHA), 42 U.S.C. §§ 3601-3619 [Docket Entry 2]. For the reasons set forth below, the Court will grant the joint motion.

BACKGROUND

On July 12, 2012, the United States filed a complaint against Wells Fargo, alleging that it discriminated against more than 34,000 African American and Hispanic borrowers in its residential mortgage lending operation. Compl. ¶ 1 [Docket Entry 1]. The complaint alleges that some African American and Hispanic borrowers received subprime, rather than prime, loans and that some paid higher fees and costs because of their race or national origin. Compl. ¶¶ 2, 3, 23, 51. It further alleges that Wells Fargo’s policies in effect between 2004 and 2009 allowed employees to make decisions about the type of loan product offered and the loan price in a

manner disconnected from objective criteria like credit risk, that these policies set up financial incentives for employees and mortgage brokers to impose unfavorable terms, and that the policies lacked safeguards to prevent and remedy racial and ethnic disparities. Compl. ¶¶ 5, 27-29, 76.

Also on July 12, 2012, the parties filed with the Court a proposed consent order. In agreeing to the consent order, Wells Fargo does not admit any of the allegations in the complaint. Rather, in recognition of the risks inherent to litigation, both sides agree to a set of terms while maintaining that each would have prevailed in litigation. Briefly, Wells Fargo will pay at least \$125 million to compensate borrowers who were allegedly aggrieved. Consent Order ¶ 17. Wells Fargo also agrees to expend \$50 million to provide down-payment assistance to low-income borrowers in metro areas hardest hit by the subprime loan foreclosure crisis. Consent Order ¶ 30. Under the consent order, Wells Fargo will maintain its policies (implemented after the events alleged in the complaint) that disconnect compensation from a loan's terms and conditions. Consent Order ¶¶ 4-11. The consent order also has various provisions to assure compliance, including regular reporting requirements. Consent Order ¶¶ 10-11, 38-40.¹

STANDARD OF REVIEW

Exhibit: d

“[P]rior to approving a consent decree a court must satisfy itself of the settlement's overall fairness to beneficiaries and consistency with the public interest.” Citizens for a Better Env't v. Gorsuch, 718 F.2d 1117, 1126 (D.C. Cir. 1983) (internal quotation marks omitted). The Court's function is not to “inquire into the precise legal rights of the parties nor reach and resolve

¹ In a telephone conference with the parties on July 27, 2012, the Court requested further justification for entering the consent order, which the parties provided on August 10, 2012. On August 23, 2012, the parties asked for a brief delay in the Court's ruling while they resolved a technical issue with the proposed agreement. On September 4, 2012, they advised the Court that the issue was resolved and consideration of the consent order could proceed.

Assignment of Mortgage Know all Men by these Presents:

p23

Exhibit: E

That Wells Fargo Bank, N.A.

located at, P O. Box 85071, San Diego, CA 92186-5071 herein designated as the Assignor for and in consideration of the sum of ONE DOLLAR AND 00/100 (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, does by these presents assign to

**HSBC Bank USA, National Association, as Trustee for Wells Fargo Asset Securities Corporation
Home Equity Asset-Backed Certificates, Series 2006-1**

located at, herein designated as the Assignee, a certain Mortgage dated 03/06/2006, made by Nelson Santana, Married and Gloria Santana on lands located in the Township of GALLOWAY in the County of Atlantic and State of New Jersey, to secure payment of the sum of \$188,500 Dollars which mortgage is recorded or registered in the office of the Clerk of Atlantic County in Book 12283 of Mortgages on page Instrument #2006023925

Together with the Bond, Note or other Obligation therein described, and the money due and to grow due thereon, with the interest To have and to hold the same unto the said Assignee 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 This assignment is without recourse for any reason whatsoever

In all references herein to any parties persons entities or corporations the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require

In Witness Whereof, the said Assignor has hereunto set his hand and seal or caused these presents to be signed by its proper corporate officers and its corporate seal to be hereto affixed this 06/03/2008

Attested by

Wells Fargo Bank, N.A.



Kimberly Klutkowski, WITNESS

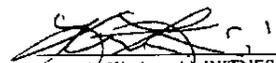
BY 

RICHARD P. HABER, Attorney-in-Fact

STATE OF NEW JERSEY, COUNTY OF UNION SS

I CERTIFY that on 06/03/2008 Richard P. Haber personally came before me, and this person acknowledged under oath, to my satisfaction, that:

- (a) this person has a Power of Attorney from Wells Fargo Bank, N.A., the corporation named in this document, and is authorized to execute same as its Attorney-in-Fact,
- (b) this person is the attesting witness to the signing of this document by a properly designated party,
- (c) this document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors,
- (d) this person knows the proper seal of the corporation which was affixed to this document, and
- (e) this person signed this proof to attest to the truth of these facts

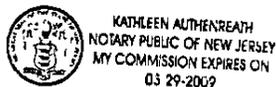


Kimberly Klutkowski, WITNESS

Signed and sworn to before me on 06/03/2008



Notary Public of New Jersey
Kathleen Authenreath



Record and return to:

ZUCKER, GOLDBERG &
ACKERMAN, LLC
200 Sheffield Street, Suite 301
P.O. Box 1024
Mountainside, NJ 07092-0024

ATLANTIC COUNTY, NJ: EDWARD P. McGETTIGAN, COUNTY CLERK
 VOL 12910 RECORDED 10/31/2008 02:11:49 PM
 REC FEES 30.00 MARGINAL NOTATION 10.00 RCP# 754857
 INST# 2008080853
 RECD BY: eileen

SECOND HOME RIDER

0149876647

THIS SECOND HOME RIDER is made this 5th day of MARCH, 2006, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower," whether there are one or more persons undersigned to secure Borrower's Note to WELLS FARGO BANK, N.A. (the "Lender") of the same date and covering the Property described in the Security Instrument (the "Property"), which is located at 121 SOUTH MOHICAN COURT GALLOWAY, NJ 08201 (Property Address)

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree that Sections 6 and 8 of the Security Instrument are deleted and are replaced by the following:

6. Occupancy. Borrower shall occupy, and shall only use, the Property as Borrower's second home. Borrower shall keep the Property available for Borrower's exclusive use and enjoyment at all times, and shall not subject the Property to any timesharing or other shared ownership arrangement or to any rental pool or agreement that requires Borrower either to rent the Property or give a management firm or any other person any control over the occupancy or use of the Property.

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F Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider

[Signature] (Seal) NELSON SANTANA -Borrower

[Signature] Gloria Santana US

Exhibit: F