



STERN, LAVINTHAL, FRANKENBERG & NORGAARD, LLC  
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(973) 797-1100  
200907993  
Attorneys for Plaintiff

BAC HOME LOANS SERVICING, LP F/K/A : SUPERIOR COURT OF NEW JERSEY  
COUNTRYWIDE HOME LOANS SERVICING, : UNION COUNTY  
LP : CHANCERY DIVISION  
:  
Plaintiff : Docket No: F-59392-09  
:  
-vs.- : Civil Action  
:  
, et al : CERTIFICATION OF PROOF OF AMOUNT  
:  
Defendant(s) : DUE IN SUPPORT OF MOTION FOR ENTRY  
:  
: OF FINAL JUDGMENT

STATE OF Pennsylvania  
COUNTY OF Allegheny

[NAME] Kevin Kerestes of BAC Home Loans Servicing, LP

("BAC"), hereby certifies as follows:

1. I am authorized to sign this affidavit on behalf of Plaintiff, BAC Home Loans Servicing, LP ("BAC"), as an Officer of BAC. I am of full age and competent to testify to the matters stated herein.
2. The information in this certification and the following Schedule "A" is compiled from data in BAC's business records. As part of my job responsibilities for BAC, I have personal knowledge of BAC's procedures for creating these records. These records are: (a) made at or near the time of the occurrence of the matters recorded by persons with personal knowledge of the information in the business record, or from information transmitted by persons with personal knowledge; (b) kept in the course of BAC's regularly conducted business activities; and (c) it is the regular practice of BAC to make such records. I have reviewed the attached business records, and I have personal knowledge of the facts set forth herein based upon a review of the attached business records.
3. Said records show there is due to the plaintiff in this action the sum of \$ 509,403.82. I reviewed the attached records, and per diem interest, as set forth in the annexed Schedule, will continue to accrue on the principal from March 29, 2011.

4. BAC Home Loans Servicing, LP ("BAC") is the holder of the Note and Mortgage.
5. Based upon the attached records, there are no amounts to be set off or otherwise claimed against the indebtedness identified herein other than those set forth in Schedule "A" as of this date.

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.

  
\_\_\_\_\_  
[NAME] Kevin Kerestes  
Assistant Vice President

SWORN TO and subscribed before me this 28<sup>th</sup> day of MARCH, 2011, by Kevin Kerestes, an Assistant Vice President of BAC Home Loans Servicing, LP, a Texas limited partnership, on behalf of the limited partnership.  He  she ( ) is personally known to me or  produced driver's license as identification.

  
\_\_\_\_\_  
Notary Public  
October 4, 2011  
My commission expires

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL  
RANDILYNN ANN BLAKE, NOTARY PUBLIC  
SOUTH PYMATUNG TWP, MERCER COUNTY  
MY COMMISSION EXPIRES OCT. 4, 2011

AMOUNT DUE SCHEDULE

NOTE AND MORTGAGE DATED:

Recorded \_\_\_\_\_

Property Address \_\_\_\_\_

Mortgage Holder: \_\_\_\_\_

STATEMENT OF AMOUNT DUE

Unpaid Principal Balance as of March 29, 2011 \$ 429,052.29

Interest from 06/01/2009 to 03/29/2011 \$ 54,862.96

(Interest rate = 7.00% per year; \$ 82.2840 per day x 667 days).

Late Charges 07/1/2009 & 08/1/2009 \$ 250.28

(\$ 125.14/ mo. x 2 mos.)

Advances through 03/29/2011:

Real Estate Taxes:	\$ <u>20,873.29</u>	
Home Owners Insurance Premiums	\$ <u>4,205.00</u>	
Mortgage Insurance Premiums	\$ <u>0.00</u>	
Inspections	\$ <u>160.00</u>	
Winterizing/Securing	\$ <u>0.00</u>	
Sub-total of Advances	\$ <u>25,238.29</u>	
Less Escrow Monies	(\$ <u>0.00</u> )	
Net Advances		\$ <u>25,238.29</u>

Interest on Advances from --- to --- \$ 0.00

Other charges (specify) \_\_\_\_\_ \$ 0.00

**TOTAL DUE** as of March 29, 2011 \$ 509,403.82

Kevin Kerestes

[Type or Print Lender's or Servicing Agent's Employee's Name ]

Date: 3-28-11

Surplus Money: If after the sale and satisfaction of the mortgage debt including costs and expenses, there remains any surplus money, the money will be deposited into the Superior Court Trust Fund and any person claiming the surplus, or any part thereof, may file a motion pursuant to Court Rules 4:64-3 and 4:57-2 stating the nature and extent of that person's claim and asking for an order directing payment of the surplus money. The Sheriff or other person conducting the sale will have information regarding the surplus, if any. CN: 10170-English, Mortgage Foreclosure Amount Due Schedule (Appendix XII-J)-Effective 9/1/2008

BAC Home Loans Servicing LP

Account Information Statement

Account#(last four digits)

Borrower Name :

Good Through Date:03/29/2011 Paid to Date:06/01/2009 Based on Date:03/15/2011

Unpaid Principal Balance						429,052.29
Interest						54,862.96
Change Date	Interest Rate(%)		No of Days			
06/01/2009	7.000		667			
Payment Due Total						79,679.57
From Date	To Date	No of Payments Due		Amount(\$)		
07/01/2009	10/01/2009	4		3,635.89	14,543.56	
11/01/2009	03/01/2011	17		3,831.53	65,136.01	
Late Charges						250.28
Accrued Late Charges						250.28
Accrued Date				Amount(\$)		
07/01/2009				125.14		
08/01/2009				125.14		
Uncollected Late Charges						0.00
Advances Total						27,188.29
Escrow Advances						25,078.29
Taxes						20,873.29
Date Paid	Description	Actual(\$)	Anticipated(\$)			
10/28/2009	CITY TAX PMT	2,722.71				
02/03/2010	CITY TAX PMT	2,725.69				
04/19/2010	CITY TAX PMT	2,725.68				
07/26/2010	CITY TAX PMT	2,916.66				
10/15/2010	CITY TAX PMT	2,916.65				
01/25/2011	CITY TAX PMT	3,021.68				
07/29/2009	CITY TAX PMT	2,303.10				
08/04/2009	CITY TAX PMT	1,541.12				
MIP/PMI						0.00
Date Paid	Description	Actual(\$)	Anticipated(\$)			
	Hazard Insurance					4,205.00
Date Paid	Description	Actual(\$)	Anticipated(\$)			
12/21/2009	HAZARD INS PMT	1,805.00				
12/22/2010	HAZARD INS PMT	2,400.00				
Fee Due Advances						2,110.00
Foreclosure Fees						1,950.00
Tran Date	Description	Actual(\$)	Anticipated(\$)			
11/06/2009	TITLE FEES	300.00				
11/19/2009	TITLE FEES	75.00				
03/10/2010	TITLE FEES	75.00				
04/07/2010	SHERIFF'S FEES	1,500.00				
Bankruptcy Fees						0.00
Tran Date	Description	Actual(\$)	Anticipated(\$)			
Property Inspection Fees						160.00
Tran Date	Description	Actual(\$)	Anticipated(\$)			
03/01/2010	INSPECTION-OCCUPIED	15.00				
04/29/2010	INSPECTION-OCCUPIED	15.00				
10/04/2010	INSPECTION-OCCUPIED	15.00				
10/15/2010	INSPECTION-OCCUPIED	15.00				
02/07/2011	REGISTER VACANT PROP	100.00				
Others						0.00
Tran Date	Description	Actual(\$)	Anticipated(\$)			
Credits						0.00
Date Paid	Description	Actual(\$)	Anticipated(\$)			
Total Amount Owed						511,353.82

# Business Record Screen Prints

FCT101-03 NBKKXOZ 1st Mortgage Account Status 10:57:10 3/22/11  
STD360 Bank of America Home Loan SelfServ  
Account Number Mortgage Name:  
PROPERTY ADDRESS MAILING ADDRESS

ORIGINAL INFORMATION

Original Principal:	430000.00	Sale Price:	537500
Discount Held:	1186.80	Appraisal Date (MMYYC):	8/2006
Date of Mort/Cont:	9/28/2006	Appraisal Amount:	548000
DueDay/1st Pymt Due:	1 11/2006	Loan Purpose Code:	113
Maturity Date (MMYYC):	10/2036	Property Type:	25
Loan Term/Remaining Term	360 / 328	Number of Units:	3
Interest Rate:	7.000	Late Charge Amount (F9-Dtl):	125.14
Annual Percentage Rate:	7.294	DFees: 239.00- DCost:	
State Code:	31	Grace Days:	15
FNMA County Code:	39	Census Tract:	307.00
Prepayment Penalty Cde/Trm:	0 / 000	Last Activity Date:	1/25/2011
Times Loan Assumed:	0	Last Analysis Date (MMY):	11/9
Date Last Assumed (MMYYC):			
Previous Owners Name:		Loan Pgm ID:	872
MIC/LGC (Y/N): N	Original LTV: 80.0000	Prompt ID# for Desc	
F3-Exit F2-Prev Scrn		F9-LcrRulDtl F12-Bypass HELP	

ATR110C

Attorney Referrals  
Investor Information Maintenance

3/22/11 10:57:28

Mode: DISPLAY

Investor Number . . . . . : 2002000  
Investor Name . . . . . : FNMA ACT/ACT  
Reporting Type . . . . . : 2  
Investor Auto Refer . . . : Y  
Foreclosure In Name Of : BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME  
LOANS SERVICING LP

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Title In Name Of . . . . : FEDERAL NATIONAL MORTGAGE ASSOCIATION

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REO Investor . . . . . : 0  
Investor Class . . . . . : \_\_\_\_\_

F3=Exit F12=Cancel

PPP10-02, NBK3RVP, STD Demand Request, Override Mode 04:28:02, 3/29/11  
 FOR INTERNAL USE ONLY. PAYOFF AMOUNT SHOWN IS NOT A BINDING PAYOFF AMOUNT.

Acct# CFC-Refi-No, Reg/Date, Exp/Date, Inv, LT/SC, Req/Typ, Doc/Typ  
 145863139 0 3/29/11 3/30/11 2002000 1 0 F D

Principal Balance As Of	429,052.29		
Int 6/01/09 To 3/30/11	54,945.25	Per Diem	From To Rate
Expedited PO Svc Fee	.00	82.2840	3/01/11 3/30/11 7.0000
PO Statement via Fax Fee	.00		
Recording Fee (Y/N): Y	43.00	Name And Property Address	
Reconveyance Fee (Y/N): N	.00		
Uncollected Late Charges	250.28		
Mortgage Ins Premium	.00		
Prepayment Penalty	.00		
Fees Due	2,110.00	Zip:	Selfserv
Addtl Fees and Costs	.00	Title/Escrow	No.:
Borrower Prot. Plan: N	.00		
Early Closure Fee	.00	Addr:	
**Total Amount To Payoff**	511,479.11	Addr:	
Escrow Balance	25,078.29	City:	
Partial Payment Bal	.00	Zip:	FAX:
Buydown Funds	.00	Sent:	3/29/11 Tel.:
Escrow Balance Included In Payoff Total			

F3Exit F5WavFax F6Hist F7WavStmnt F9FeeExcl F10Proc F12Prev F13Fees

S420-02 NBKKXOZ BUYDOWN FC ACCT F/U (DISLAY) 3/22/11 10:56:47  
NJ- FNMA (2002000)/CONV(10) Bank of America Home Loans

Account#: \_\_\_\_\_ Mortgagor: \_\_\_\_\_  
Tech#: 196 - LPS-PILOT SEE MATRIX WC-LC-LQ: 05 00 F U/C: DEF: N DMG:  
D/B/S: CFC-CORRES 0000806 10218 Risk: OCC: 2  
Paid-To: 6/01/09 Inv#: 1702303014 Last PI: 3/05/11 Sec:  
Note Rate: 7.000 Ins#/Ph#: / Wint: 1/01/01  
Princ: 429052.29 Atty#/Ph#: 293 / 1-973-740-0700 Cond: GOOD  
Fees Due: 2240.00- Atty: STERN, LAVINTHAL, FRANKENBERG&NORG  
Escrow: 25078.29- Follow-Up: \_\_\_\_\_ Tech Comms: \_\_\_\_\_  
Late Chg: .00 3rd P-Sle: \_\_\_\_\_  
Partial: .00 Sale\$: \_\_\_\_\_

Mgmt Comments \_\_\_\_\_ Contest/LIT(Y/N) \_\_\_\_\_ Date \_\_\_\_\_  
Mgmt Follow-Up: \_\_\_\_\_ 1st Vacy Date: 0/00/00 1st Legal DDLN... \_\_\_\_\_  
Refer To Fcl... 11/06/09 Refer To Atty.. 11/06/09  
Complnt/NOD Fld 11/12/09 Lis Pendns Fld. 12/02/09 Service Cmplt.. 1/28/10  
Apprsl Order... \_\_\_\_\_ Apprsl Rec'd... \_\_\_\_\_ Apprsl\$.....00  
Final Judgmt... \_\_\_\_\_ Publctn Begin.. \_\_\_\_\_ Sheriff Appr...00  
Sale/Asgn/Dil.. \_\_\_\_\_ Sale Date PI... \_\_\_\_\_ Military Afdvt. \_\_\_\_\_  
Redemption Ex.. \_\_\_\_\_ Eviction Cmplt. \_\_\_\_\_ Affdvt to Atty 3/15/11  
Eviction Req... \_\_\_\_\_

Marketable Titl \_\_\_\_\_ Property Redeem \_\_\_\_\_  
F1=LTR F2=PREV F3=EXIT F4=BKRPCY F5=FLD SRV F6=FEES F7=SER ACT F13=MORE KEYS

FCT101-02 NBKKXOZ 1st Mortgage Account Status 10:56:54 3/22/11  
STD360 Bank of America Home Loan **SelfServ**  
Account No : Mortgage Name:

CURRENT BALANCE INFORMATION		CURRENT PAYMENT INFORMATION	
Principal Balance:	429052.29	Principal/Interest Payment	2502.81
Escrow Int/Bal .00 /	25078.29-	GPM / Increase Pending:	.00
Prtl Bal/Avl .00 /	.00	*Escrow Payment:	1133.08
Prtl Bal/Accrued (SI):	.00	Escrow Increase Pending:	.00
Uncollected Late Charges:	.00	Optional Insurance:	.00
Uncollected Escrow:	.00	HUD-Assistance or Buydown:	.00
Uncollected Fees:	2240.00-	MtgPmt:	3635.89
Interest Variance:	.00		

R/C Code:..... Ln Type: 10 C-UINSFJBI PAYOPTION LOAN  
Closed Code: 01 C.F.C. Phase Code/Date: 9 11/14/2006  
Warning Code: 05 Comp/Inv/Blk Codes: 02 2002000 600  
Lockout Code: 00 Div: CORRES-LENDG Bch: 0000806 000 10218  
Certified Funds Req:  
Int PTD: 6/01/2009 Pmt PTD: 6/01/2009 YTD TAX/INT: 3021.68 / .00  
APP/FND/PYOFF/Sale Dt 10/30/2006 FHA/VA Case Number:  
Delinquent History: F F F F F F . . Mail Payments To PLANO ACH: 00  
Sec Mkt #: 000902754 Issue Dt: 11/01/2006  
Telephone: Co-Mortgagor:  
F2-Prior F3-Exit F4-InReq F6-SRL Name F11-Refi F24-More

FILED

NOV 12 2009

SUPERIOR COURT  
CLERK'S OFFICE

W

STERN, LAVINTHAL, FRANKENBERG & NORGAARD, LLC  
293 Eisenhower Parkway - Suite 300  
Livingston, NJ.07039  
(973)740-0700  
200907993  
Attorneys for Plaintiff

BAC HOME LOANS SERVICING, L.P. FKA  
COUNTRYWIDE HOME LOANS SERVICING,  
L.P.

SUPERIOR COURT OF NEW JERSEY  
UNION COUNTY  
CHANCERY DIVISION

Plaintiff

Docket No:  
Civil Action

F - 59392 - 09

vs.

COMPLAINT IN FORECLOSURE

HIS WIFE; MORTGAGE  
ELECTRONIC REGISTRATION SYSTEMS,  
INC. AS NOMINEE FOR THE MONEY STORE  
and UNKNOWN TENANTS/OCCUPANTS 1-5

Defendants

BAC HOME LOANS SERVICING, L.P. FKA COUNTRYWIDE HOME LOANS  
SERVICING, L.P., with an office at 7105 Corporate Drive, PTX-B-346, PLANO, TX 75024, the  
plaintiff in the above entitled cause, says:

FIRST COUNT

1. On the date set forth in 1-a following, the obligor(s) named in 1-b following, in the sum set  
forth in 1-d following executed to said obligee so named in 1-c following, an obligation, bond/note,  
dated the date set forth in 1-a following, to secure the sum set forth in 1-d following, payable on the  
date set forth in 1-f following, with interest at the rate per annum set forth in 1-e following, payable  
as set forth in 1-g following:

1-a. Date: September 28, 2006

1-b. Obligor(s):

1-c. Oblige: THE MONEY STORE

1-d. Amount of Obligation: \$430,000.00

1-e. Per annum interest rate: 7.000%

1-f. Due date of Obligation: October 1, 2036

1-g. Manner of payment of Obligation: By the payment of the initial sum of \$2,508.33 per month in equal monthly installments for interest only commencing 11/1/2006. The first payment of principal and interest on the note shall commence on 11/1/2016 whereby the monthly payment increases to \$3,333.79. Payments thereafter will consist of principal and interest. A final installment of all accrued and unpaid interest and any unpaid principal shall be made on or before 10/1/2036.

1-h. The note and mortgage do not contain a pre-payment penalty clause.

2. To secure the payment of the aforesaid obligation, the obligor(s), named in paragraph 1-b above, and mortgagor(s), executed to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR THE MONEY STORE, (hereinafter, Mortgagee), mortgage of even date with said obligation, and thereby conveyed to the Mortgagee 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 said obligation. Said mortgage was duly recorded on the date set forth in 2-a following, in the County Office set forth in 2-b following, and in the County Mortgage Book set forth in 2-c following:

2-a. Date mortgage was recorded: October 11, 2006

2-b. County Office where mortgage was recorded: Clerk/Register of Union County.

2-c. Mortgage Amount: \$430,000.00.

2-d. Mortgage Book M11886, Page 0463.

2-e. On November 11, 2009 the obligation and mortgage were assigned to BAC HOME LOANS SERVICING, L.P. FKA COUNTRYWIDE HOME LOANS SERVICING, L.P., by written assignment to be recorded.

3. The mortgaged premises are described as follows:

See Schedule "A" annexed hereto and made a part hereof. The metes and Bounds description is from the mortgage that is the subject of this foreclosure.

3-a. The Note and Mortgage are currently owned by the Plaintiff.

3-b. This is a First Purchase Money Mortgage.

3-c. The face page of the mortgage sets forth the "Borrower" as  
whereas it should have set forth both Both  
borrowers did fully execute said mortgage.

4. The obligation aforesaid contained an agreement that if any installment payment of interest and principal, taxes and insurance premiums should remain unpaid for thirty (30) days after the same shall fall due, the whole principal sum, with all unpaid interest and late charges, if any, should at the option of the above named mortgagee or its heirs, executors, administrators, representatives or assigns, become immediately due and payable.

5. The following instruments appear of record which affect or may affect the premises described in paragraph 3 above, all of which instruments are subordinate to the lien of the mortgage set forth in paragraph 2 above:

a) On September 28, 2006

executed a mortgage to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

AS NOMINEE FOR THE MONEY STORE covering the premises described in

Paragraph 3 above, which mortgage is of record on October 11, 2006 in the Office of the Clerk/Register of Union County in Mortgage Book M11886, Page 0475 and was given to

secure the sum of \$53,750.00. MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR THE MONEY STORE is made a party defendant by virtue thereof.

b) UNKNOWN TENANTS/OCCUPANTS 1-5 is made a party defendant hereto as he/she occupies (a portion of) the mortgaged premises described in paragraph 3 of the First Count and for any right, title or interest claimed by him/her with respect to the said premises by virtue of his/her occupancy of a portion thereof. However, no possession is hereby sought against any tenant protected by the provisions of the New Jersey Anti-Eviction Statute (N.J.S.A. 2A:18-61.1 seq.). UNKNOWN TENANTS/OCCUPANTS 1-5 is made a party defendant by virtue thereof.

6. Pursuant to the terms of the obligation referred to in paragraph 1 above (the terms of which are incorporated in the mortgage referred to in paragraph 2 above), the obligee named in said obligation reserved the right to pay taxes or other liens affecting the premises herein described, which liens are superior to the lien of the mortgage referred to in paragraph 2 above and which liens, when paid by the obligee or assignee, together with interest thereon as provided in said obligation and mortgage, are to be added to the amount due on the obligation and mortgage. The obligee may be required to pay such liens and/or insurance and necessary expenses to preserve the security during the pendency of this action and will demand that such payments so made by said obligee or assignee together with interest be added to the mortgage debt as aforesaid and secured by the Plaintiff's mortgage.

6-a. Said note and mortgage further provide that the Obligee may collect a late charge not to exceed 5.000% for each dollar of each payment more than 15 days in arrears to cover an extra charge in handling delinquent payments.

7. By the terms of the obligation and mortgage referred to in paragraphs 1 and 2 above, an installment payment of principal and interest, taxes and insurance became due on 7/1/2009. Said installment payment and all subsequent monthly installment payments have not been paid. The defendants named in paragraph 1-b above, or the grantee or grantees, if any, of said defendants, are in default having failed, refused or neglected to make said payments to the plaintiff herein as required. Plaintiff herein, by reason of said default elected that the whole unpaid principal sum due on the aforesaid obligation and mortgage referred to in paragraphs 1 and 2 above with all unpaid interest and advances made thereon shall now be due.

7-a. The date of default is 7/1/2009.

8. Any interest or lien on the premises described in paragraph 3 above which the mortgagors named in paragraph 2 above or the grantees of said mortgagors, or which subsequent encumbrances or lien holders, if any, named in paragraph 5 above, who are the defendants herein have or claim to have in or upon the aforesaid mortgaged premises or some part thereof are subject and subordinate to the lien of the mortgage set forth in paragraph 2 above, which mortgage is held by the plaintiff herein.

9. At least 30 days prior to filing the Complaint, plaintiff complied with the notice requirement of Section 4 of the New Jersey Fair Foreclosure Act.

*WHEREFORE*, the plaintiff demands judgment:

- (a) Fixing the amount due on the mortgage referred to in paragraph 2 above;
- (b) Barring and foreclosing the defendants and each of them of all equity of redemption in and to the aforesaid lands;
- (c) Directing that plaintiff be paid the amount due to plaintiff as provided in the mortgage set forth in paragraph 2 above, together with interest and costs;
- (d) Adjudging that the lands described in paragraph 3 above be sold according to law to satisfy the amount due to plaintiff on the mortgage set forth in paragraph 2 above;

- (e) Appointing a receiver of the rents, issues and profits of the lands described in paragraph 3 above.

**SECOND COUNT**

1. By the terms of the obligation and mortgage referred to in paragraphs 1 and 2 of the First Count of this Complaint, the plaintiff herein is entitled to possession of the tract of land with the appurtenances as more particularly described in paragraph 3 of the First Count herein.

2. On the date set forth in 2-a following, the plaintiff, by the terms of the obligation and mortgage aforesaid, became entitled to possession of the premises described in paragraph 3 of the First Count of this Complaint.

2-a. Default Date: 7/1/2009

3. The defendants named in paragraph 1-b, paragraph 2 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-a above deprived the plaintiff herein of the possession of the premises aforesaid.

*WHEREFORE*, the plaintiff demands judgment against the defendants or anyone holding possession under them on behalf of itself as well as the successful purchaser at the foreclosure sale:

- (a) For possession of said premises.
- (b) For damages for mesne profits.
- (c) For costs.

STERN, LAVINTHAL, FRANKENBERG & NORGAARD, LLC

BY: \_\_\_\_\_

Jeanette Frankenberg, Esq.  
Attorneys for Plaintiff

DATED: November 11, 2009

**CERTIFICATION**

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

  
\_\_\_\_\_  
Jeanette Frankenberg, Esq.

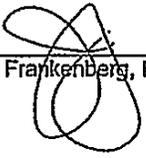
DATED: November 11, 2009

**CERTIFICATION**

I, THE UNDERSIGNED, Am an Attorney at Law of New Jersey with the Law Firm of Stern, Lavinthal, Frankenberg & Norgaard, LLC, attorneys for the Plaintiff in the within action, and the person actually entrusted with the conduct and management of the case. I aver that prior to the filing of this mortgage foreclosure complaint, I have received and reviewed a title search of the public record for the purpose of identifying any lienholder or other persons and entities with an interest in the property that is subject to the within foreclosure.

The effective date of the title search is 10/23/2009.

I certify that the foregoing statement 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.

  
\_\_\_\_\_  
Jeanette Frankenberg, Esq.

DATED: November 11, 2009

Unless you notify us in writing within thirty (30) days after receipt of this letter that the debt, or any part of it, is disputed, we will assume that the debt is valid. If you do notify us in writing within thirty (30) days after receipt of this letter that you dispute the debt or any part of it, we will obtain verification of the debt and mail it to you. Also upon your written request within thirty (30) days after receipt of this letter, we will provide you with the name and address of the original creditor if different from the current creditor. This letter is an attempt to collect a debt and any information obtained will be used for that purpose.

SCHEDULE "A"

ALL THAT CERTAIN tract or parcel of land and premises situate, lying and being in the CITY OF ELIZABETH, COUNTY OF UNION and STATE OF NEW JERSEY, being more particularly described as follows:

Beginning at a point on the Easterly Right of Way line of \_\_\_\_\_ (60.00 feet wide) said point being located 75.00 feet Southerly from the intersection of the aforesaid Easterly sideline with the \_\_\_\_\_ (60.00 feet wide), said beginning point being also described in Deed Book 2901 Page 52; thence running

- 1) Along the aforesaid Easterly sideline of \_\_\_\_\_ South 10 degrees 19 minutes 00 seconds West, a distance of 55.00 feet to a point; thence
- 2) South 79 degrees 41 minutes 00 seconds East, a distance of 150.00 feet to a point; thence
- 3) North 10 degrees 19 minutes 00 seconds East, a distance of 55.00 feet to a point; thence
- 4) North 79 degrees 41 minutes 00 seconds West, a distance of 150.00 feet to a point on the aforesaid Easterly sideline \_\_\_\_\_ said point being the point and place of Beginning.

The above description being drawn in accordance with a survey prepared by Control Layouts, Inc., dated September 18, 2006.

Known and designated as \_\_\_\_\_  
UNION COUNTY, NEW JERSEY

Commonly known as \_\_\_\_\_  
NEW JERSEY 07202

INITIAL INTEREST<sup>SM</sup> NOTE

LOAN # | \_\_\_\_\_  
MIN: 1003784-0000000800-7

SEPTEMBER 28, 2006  
[Date]

PLAINSBORO,  
[City]

NEW JERSEY  
[State]

\_\_\_\_\_  
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$430,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is THE MONEY STORE, A NEW JERSEY CORPORATION.

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 7.000%. 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 make a payment every month on the 1ST day of the month beginning on NOVEMBER 1, 2006. Before the first fully amortizing principal and interest payment due date, my monthly payments will be only for the interest due on the unpaid principal of this Note. The due date of my first payment including fully amortizing principal and interest is the first day of NOVEMBER, 2016. I will make 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 if the payment includes both principal and interest, it will be applied to interest before Principal. If, on OCTOBER 1, 2036, 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  
30b VREELAND RD 3rd FL  
FLORHAM PARK, NJ 07932

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. \$2,508.33 until the due date of the first fully amortizing principal and interest payment. Beginning with the first fully amortizing principal and interest payment, my payment will be in the amount of U.S. \$3,333.79. The Note Holder will notify me prior to the date of any change in the amount of my monthly payment in accordance with Section 7 of this Note. The Note Holder will provide the title and telephone number of a person who will answer any questions I may have regarding the notice.

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 this 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 of my monthly payment unless the Note Holder agrees in writing to the changes. If I make a partial Prepayment during the period ending with the due date of my last interest only monthly payment, the partial Prepayment will reduce the amount of my monthly payment. If I make a partial Prepayment after the due date of my last interest only payment, the amount of my monthly payment will not change unless the Note Holder agrees in writing to that change.

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 Initials: \_\_\_\_\_

LOAN #:

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 the overdue payment of interest during the period when my payment is interest only, and of principal and interest after that. 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:

**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

Initials: \_\_\_\_\_

MULTISTATE INITIAL INTEREST FIXED RATE NOTE—Single Family—Freddie Mac UNIFORM INSTRUMENT

Form 5206 5/04

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Page 2 of 3

F5206NOT 0405

LOAN # \_\_\_\_\_  
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.

\_\_\_\_\_(Seal)

[Sign Original Only]

Original Recorded  
Mortgage

After Recording Return To:  
THE MONEY STORE  
30b VREBLAND RD 3rd FL  
FLORHAM PARK, NJ 07932

157



Received & Recorded Mortgage-2  
Union County, NJ Inst# 418861  
10/11/2008 14:09  
Joanna Rajoppi  
County Clerk Consider. .00  
RT Fee .00

Page 12

This instrument was prepared by:

ORIGINAL

Signature of Preparer

LOAN #:

[Space Above This Line For Recording Date]

MORTGAGE

MIN: 1003784-0000000800-7

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 SEPTEMBER 28, 2006, together with all Riders to this document.
- (B) "Borrower" is



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.

(D) "Lender" is THE MONEY STORE.

Lender is a CORPORATION,  
NEW JERSEY.  
FL, FLORHAM PARK, NJ 07932.

organized and existing under the laws of  
Lender's address is 30b VREBLAND RD 3rd

(E) "Note" means the promissory note signed by Borrower and dated SEPTEMBER 28, 2006. The Note states that Borrower owes Lender \*\*\*\*\*FOUR HUNDRED THIRTY THOUSAND AND NO/100 \*\*\*\*\* Dollars (U.S. \$430,000.00 ) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than OCTOBER 1, 2036.

(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"/> Other(s) [specify] |
| <input checked="" type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Biweekly Payment Rider         |   |
| <input type="checkbox"/> V.A. Rider                  |   |   |

(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.

MJ1886-0463

**LOAN #:**

(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. §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 those 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 [Type of Recording Jurisdiction] of UNION

[Name of Recording Jurisdiction]:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

APN #: LOT: 647 BLOCK: 4

which currently has the address or:

New Jersey 07202 ("Property Address");

[Street] [City]

[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 seized of the estate hereby conveyed and has the right to mortgage, 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.

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.

M11886-0464

## FIRST AMERICAN TITLE INSURANCE COMPANY

TITLE INSURANCE COMMITMENT  
File Number: 133 GLA 21773C

## SCHEDULE C LEGAL DESCRIPTION

All that certain Lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the \_\_\_\_\_ County of Union, State of New Jersey:

Beginning at a point on the Easterly Right of Way line of \_\_\_\_\_ (66.00 feet wide), said point being located 75.00 feet Southwesterly from the intersection of the aforesaid Easterly sideline of \_\_\_\_\_ with the \_\_\_\_\_ (50.00 feet wide), said beginning point being also described in Deed Book 2901 Page 52; thence running

- 1) Along the aforesaid Easterly sideline c \_\_\_\_\_ South 10 degrees 19 minutes 00 seconds West, a distance of 55.00 feet to a point; thence
- 2) South 79 degrees 41 minutes 00 seconds East, a distance of 150.00 feet to a point; thence
- 3) North 10 degrees 19 minutes 00 seconds East, a distance of 55.00 feet to a point; thence
- 4) North 79 degrees 41 minutes 00 seconds West, a distance of 150.00 feet to a point on the aforesaid Easterly sideline \_\_\_\_\_ |said point being the point and place of Beginning.

The above description being drawn in accordance with a survey prepared by Control Layouts, Inc., dated September 18, 2006.

NOTE FOR INFORMATION ONLY: Being \_\_\_\_\_  
County of Union.

Issued by:  
General Land Abstract Company  
P.O. Box 327  
Plainsboro, NJ 08536-0327  
Telephone: (609) 951-9800 (732) 287-3636  
Fax: (609) 951-0044 (732) 287-4718

Schedule C - Legal Description

M11886-0465

LOAN #1

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 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, instrumentally, or only (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 those 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 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.

M11886-0466

LOAN #:

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. Those 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.

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.

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LOAN

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground 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:

(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.

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LOAN 1

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.

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 §§ 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.

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LOAN #:

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.

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.

(Seal)

*JUAN C. VELASCO, ESQ  
An Attorney at Law of NJ  
Wife of both*

State of NEW JERSEY  
County of Middlesex, ss

JUAN C. VELASCO, ESQ  
An Attorney at Law of NJ

Notary

on 9/28/2006, before me,  
within and for said county, personally appeared

who JUAN C. VELASCO, ESQ satisfactorily identified himself/herself/themselves as the  
signer(s) of the above-referenced instrument.

JUAN C. VELASCO, ESQ  
An Attorney at Law of NJ

9/28/06  
Date

My commission expires \_\_\_\_\_

MONEY STORE		Inst.#
308 VREELAND RD 3RD FLOOR		419861
FLORHAM PARK	NJ 07932	Charge
	Recording Fee	140.00
Mortgage	RT Fee	.00

LOAN #:

MIN #:

**1-4 FAMILY RIDER  
(Assignment of Rents)**

THIS 1-4 FAMILY RIDER is made this 28TH day of SEPTEMBER, 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") to secure Borrower's Note to THE MONEY STORE, A NEW JERSEY CORPORATION

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at: 506 GRIER AVE, ELIZABETH, NJ 07202.

**1-4 FAMILY COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT.** In addition to the Property described in Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

**B. USE OF PROPERTY; COMPLIANCE WITH LAW.** Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

**C. SUBORDINATE LIENS.** Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

**D. RENT LOSS INSURANCE.** Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.

M11886-0471

LOAN #: \_\_\_\_\_

**E. "BORROWER'S RIGHT TO REINSTATE" DELETED.** Section 19 is deleted.

**F. BORROWER'S OCCUPANCY.** Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

**G. ASSIGNMENT OF LEASES.** Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

**H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.** Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

**I. CROSS-DEFAULT PROVISION.** Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

Initials: \_\_\_\_\_  
Form 3170 1/01

M11886-0472

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this 1-4 Family Rider

LOAN #: ~~0001235~~

\_\_\_\_(Seal)

M11886-0473

# Assignment of Mortgage



ASSIGNMENT OF MORTGAGE

610

D8 001 001

KNOW ALL MEN BY THESE PRESENTS

THAT MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR THE MONEY STORE, RESIDING OR LOCATED AT P.O. BOX 2026, FLINT, MI 48501-2026, party of the first part, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, lawful money of the United States of America, to it in hand paid by BAC HOME LOANS SERVICING, L.P. FKA COUNTRYWIDE HOME LOANS SERVICING, L.P., RESIDING OR LOCATED AT 7105 CORPORATE DRIVE, STOP PTX-C-35, PLANO, TEXAS 75024, party of the second part, at or before the ensembling and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, assigned, transferred and set over and by these presents does grant, bargain, sell, assign, transfer, and set over unto the said party of the second part, its successors or assigns, a certain Indenture(s) of mortgage, bearing date the 28th day of September, 2006, made by [redacted] ON LANDS LOCATED IN the CITY OF ELIZABETH in the County of Union and State of New Jersey, to secure the sum of FOUR HUNDRED THIRTY THOUSAND AND 00/100 DOLLARS (\$430,000.00), which mortgage is recorded on October 11, 2006 in the Office of the Clerk/Register of Union County, State of New Jersey, in Book M11886 of mortgages at Page 0463.

TO HAVE AND TO HOLD the same unto the said party of the second part, its successors or assigns forever, subject only to the proviso in the said Indenture of mortgage mentioned: AND it does hereby make, constitute, and appoint the said party of the second part its true and lawful attorney, irrevocable, in its name, or otherwise, but at its proper costs and charges, to discharge the same as fully as it might or could do if these presents were not made.

IN WITNESS WHEREOF, the said party of the first part 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 day 11 Nov 2009.

THE WITHIN ASSIGNMENT IS MADE WITHOUT RECOURSE OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED.

SIGNED, SEALED AND DELIVERED

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR THE MONEY STORE

IN THE PRESENCE OF OR ATTESTED BY

Gregory J. Price, Assistant Secretary  
Attesting Secretary

Serena Harman, Asst. Vice President



Received & Recorded Assignments-4  
Union County, NJ Inst# 138817  
1/06/2010 8:45 Pgs-2  
Joanne Rajoppi Consider. .00  
County Clerk RT Fee .00  
Operator RAPUANO



AB1381-0102



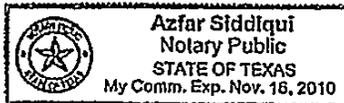
State of TEXAS, County of GOLLIN SS.:

Be it Remembered, that on 11 Nov 2009, before me, the subscriber, personally appeared Serena Harman, Asst. Vice President who, being by me duly sworn on his/her oath, deposes and makes proof to my satisfaction, that Gregory J Price, Assistant Secretary is the Attesting Secretary of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR THE MONEY STORE, the Corporation named in the within Instrument; that Serena Harman is the Asst. Vice President of said Corporation; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Board of Directors of the said Corporation; that deponent well knows the corporate seal of said Corporation; and that the seal affixed to said Instrument is the proper corporate seal and was thereto affixed and said Instrument signed and delivered by said Asst. Vice President as and for the voluntary act and deed of said Corporation, in presence of deponent, who thereupon subscribed his/her name hereto as attesting witness,

Gregory J Price, Assistant Secretary  
Attesting Secretary

Sworn to and subscribed before me,  
On the date aforesaid,

Azfar Siddiq  
(Notary)



ASSIGNMENT OF MORTGAGE

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR THE  
MONEY STORE

TO

BAC HOME LOANS SERVICING, L.P. FKA COUNTRYWIDE HOME LOANS SERVICING, L.P.

Record and Return to:

STERN, LAVINTHAL, FRANKENBERG & NORGAARD, LLC  
293 Eisenhower Parkway - Suite 300  
Livingston, New Jersey 07039

STERN LAVINTHAL FRANKENBERG  
PO BOX 1660

LIVINGSTON

Assignments

NJ 07039  
Recording Fee  
RT Fee

Inst.#  
138817  
Paid  
50.00  
.00

END OF DOCUMENT

200907993

AB1381-0103

COVER SHEET

COMPLAINT, CHECKLISTS AND  
SUPPORTING DOCUMENTS

REFERENCE #

3281104

Loan #

---

Supporting documents: This package includes all other documents, checklists, screen prints and any other supporting documentation used in the verification process. Staple cover sheet and documents together.

COVER SHEET:

AFFIDAVIT and JUDICIAL FIGURES

REFERENCE #

3281104

Loan #

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Notarized Affidavit and Judicial Figures (Judgment Figures). Blacken with a marker the Loan number on the Judgment Figures sheet. Staple the cover sheet, the notarized affidavit and the Judgment Figures documents together.

# Associate Checklists

DRAFT

Attorney Client Privilege - New Jersey- Certification of Amount Due – Prep Review

Loan Number \_\_\_\_\_

3-28-11  
Date Prepped

Prep's Name \_\_\_\_\_

NBKKFOM  
Prep's NBK#

**PASS** OR RETURN

Circle the appropriate answer in each Response column box.

Question/Action	Response	Instructions
1. Does the current status in the Manifest show 'Prep Team: Ready to Receive'?	<input checked="" type="radio"/> Yes <input type="radio"/> No	Next Steps - IF "YES" * Change status to 'Decision Pending', click Update and Proceed to Step #2
2. Does a printed copy of the Certification of Amount Due exist?	<input checked="" type="radio"/> Yes <input type="radio"/> No	Next Steps - IF "NO" * Escalate issue to Team Leader Next Steps - IF "YES" * Proceed to Step #3
3. Is the correct Certification of Amount Due used?  If Plaintiff is Countrywide Home Loans Servicing, LP or BAC Home Loans Servicing, LP: use Plaintiff version  All Other: Use Servicing Agent version  Note: Plaintiff version states "as an officer of BAC" in paragraph 1, Servicing Agent version states 'servicing agent' in paragraph 1.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Next Steps - IF "YES" * Proceed to Step #4  Next Steps - IF "NO" * Return to Attorney via LPS; Circle "RETURN" at the top of Page 1 and close the "Document Forward Client" process in LPS.
4. Print a copy of the most recent Account Information Statement from LPS.	<input checked="" type="radio"/> I completed	Next Steps - * Circle "I completed" and proceed to Step # 5
5. Is a copy of the Complaint available in LPS?	<input checked="" type="radio"/> Yes <input type="radio"/> No	Next Steps - IF "YES" * Print out the Complaint and include in the package; Proceed to Step #6  Next Steps - IF "NO" * Escalate to Team Leader (See Huddle)
6. Is there an Order Correcting Plaintiff /Amended Complaint available in LPS?	<input type="radio"/> Yes <input checked="" type="radio"/> No	Next Steps - IF "YES" * Print out the Order or Amended Complaint and include in the package; Proceed to Step #7  Next Steps - IF "NO" * Circle "NO" and Proceed to Step #7.
7. Does the Plaintiff on the Complaint or Order Correcting Plaintiff/Amended Complaint match the Plaintiff on the Certification of Amount Due and the Investor Information Maintenance Screen?	<input checked="" type="radio"/> Yes <input type="radio"/> No	Next Steps - IF "YES" * Proceed to Step #8  Next Steps - IF "NO" * Refer to Guard Rail Job Aide for exceptions, if found, circle 'Yes' and Proceed to Step #8,  If not found review LPS intercoms for previous remediation approval, if found, print and add to package, then circle 'Yes' and Proceed to Step #8  If not found, "Revision Needed" Circle "RETURN" at the top of page 1. (Researchers - see FITNO Job Aide)

Be Sure to Complete Page 2!!

<p>8. Print a copy of the Foreclosure Account Follow Up screen, Investor Information Maintenance screen, Account Status Inquiry screen and Payoff Demand screen from AS400.</p>	<p><input checked="" type="radio"/> I completed</p>	<p>Next Steps - * Circle "I completed" and Proceed to Step #9</p>
<p>9. Is the Investor Number listed on the Foreclosure Account Follow Up screen?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>	<p>Next Steps - IF "YES" * Proceed to Step # 10 Next Steps - IF "NO" * Escalate Issue to Team Leader</p>
<p>10. Is the Investor Name listed on the Investor Information Maintenance screen print?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>	<p>Next Steps - IF "YES" * Proceed to Step #11 Next Steps - IF "NO" * Escalate Issue to Team Leader</p>
<p>11. Does a copy of the Note exist in LPS or IPortal?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>	<p>Next Steps - IF "YES" * Print a copy of the Note: Proceed to Step # 12 Next Steps - IF "NO" * Escalate to Team Leader (See Huddle)</p>
<p>12. Does a recorded copy of the Mortgage exist in LPS or IPortal?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>	<p>Next Steps - IF "YES" * Print a copy of the Mortgage; Proceed to Step # 13. Next Steps - IF "NO" * Escalate to Team Leader (See Huddle)</p>
<p>13. Does the Holder of the Note and Mortgage listed in Paragraph 4 of the Certification of Amount Due match the Lender/Mortgagee on the Mortgage?</p>	<p><input type="radio"/> Yes <input checked="" type="radio"/> No</p>	<p>Next Steps - IF "YES" * Proceed to Step #14 Next Steps - IF "NO" * Proceed to Step # 13a</p>
<p>13a. Does a recorded copy of an Assignment of Mortgage exist in LPS or IPortal?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>	<p>Next Steps - IF "YES" * Print a copy of the Assignment and add to package; Proceed to Step: 13b Next Steps - IF "NO" * Escalate to Team Leader (See Huddle)</p>
<p>13b. Does the Assignment of Mortgage identify the transfer to the Holder that is listed as the Mortgage and Note Holder in Paragraph 4 of the Certification of Amount Due?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>	<p>Next Steps - IF "YES" * Proceed to Step #14 Next Steps - IF "NO" * Return to Attorney via LPS; Circle "RETURN" at the top of page 1 and close the "Document Forward Client" process in LPS.</p>
<p>14. Does the Note and Mortgage Date listed in SCHEDULE "A" of the Certification of Amount Due match the dates on the Note AND Mortgage?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>	<p>Next Steps - IF "YES" * Proceed to Step #15 Next Steps - IF "NO" * Return to Attorney via LPS; Circle "RETURN" at the top of page 1 and close the "Document Forward Client" process in LPS.</p>

**Be Sure to Complete Page 3!!**

<p>15. Does the Recorded Date and County, listed on the SCHEDULE "A" of the Certification of Amount Due match the Recorded Date and County on the Recorded Mortgage?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>	<p>Next Steps - IF "YES" * Proceed to Step #16 Next Steps - IF "NO" * Return to Attorney via LPS; Circle "RETURN" at the top of page 1 and close the "Document Forward Client" process in LPS.</p>
<p>16. Verify the Document and/or Instrument Number and/or Book and Page Number listed on the SCHEDULE "A" of the Certification of Amount Due match the Recorded Mortgage? <i>Note: Not all data points may be present, only verify those that do.</i></p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>	<p>Next Steps - IF "YES" * Proceed to Step #17 Next Steps - IF "NO" * Return to Attorney via LPS; Circle "RETURN" at the top of page 1 and close the "Document Forward Client" process in LPS.</p>
<p>17. Does the Property Address listed in SCHEDULE "A" of the Certification of Amount Due match the Property Address listed on the Mortgage AND the Account Status Inquiry Screen? (Zip Code not required)</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>	<p>Next Steps - IF "YES" * Proceed to Step #18 Next Steps - IF "NO" * Return to Attorney via LPS; Circle "RETURN" at the top of page 1 and close the "Document Forward Client" process in LPS.</p>
<p>18. Does the Mortgage Holder listed in SCHEDULE "A" of the Certification of Amount Due match the holder of the Mortgage or the most recent assignment?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>	<p>Next Steps - IF "YES" * Proceed to Step #19 Next Steps - IF "NO" * Return to Attorney via LPS; Circle "RETURN" at the top of page 1 and close the "Document Forward Client" process in LPS.</p>
<p>19. Does the Unpaid Principal Balance as of DATE on the SCHEDULE "A" of the Certification of Amount Due match the Good Through Date on the Account Information Statement?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>	<p>Next Steps - IF "YES" * Proceed to Step #20 Next Steps - IF "NO" * Return to Attorney via LPS; Circle "RETURN" at the top of page 1 and close the "Document Forward Client" process in LPS.</p>
<p>20. Does the Unpaid Principal Balance in SCHEDULE "A" of the Certification of Amount Due match the Unpaid Principal Balance on the Account Information Statement?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>	<p>Next Steps - IF "YES" * Proceed to Step #21 Next Steps - IF "NO" * Return to Attorney via LPS; Circle "RETURN" at the top of page 1 and close the "Document Forward Client" process in LPS.</p>
<p>21. Does the Interest dates in SCHEDULE "A" of the Certification of Amount Due match the Interest dates listed on the Account Information Statement? (Paid to Date and Good Through Date)</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>	<p>Next Steps - IF "YES" * Proceed to Step #22 Next Steps - IF "NO" * Return to Attorney via LPS; Circle "RETURN" at the top of page 1 and close the "Document Forward Client" process in LPS.</p>

<p>22. Does the "Total" Interest amount in the SCHEDULE "A" of the Certification of Amount Due match the Total Interest amount on the Account Information Statement?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>	<p>Next Steps - IF "YES" * Proceed to Step #23</p> <p>Next Steps - IF "NO" * Return to Attorney via LPS; Circle "RETURN" at the top of page 1 and close the "Document Forward Client" process in LPS.</p>
<p>23. Does the Interest Rate % per year listed on SCHEDULE "A" of the Certification of Amount Due match the Interest Rate % per year on the Account Information Statement? (If multiple rate changes, verify each rate)</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>	<p>Next Steps - IF "YES" * Proceed to Step #24</p> <p>Next Steps - IF "NO" * Return to Attorney via LPS; Circle "RETURN" at the top of page 1 and close the "Document Forward Client" process in LPS.</p>
<p>24. Does the \$ Per Day listed on the SCHEDULE "A" of the Certification of Amount Due match the Per Diem Amount listed on the Payoff Demand Screen?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>	<p>Next Steps - IF "YES" * Proceed to Step #25</p> <p>Next Steps - IF "NO" * Return to Attorney via LPS; Circle "RETURN" at the top of page 1 and close the "Document Forward Client" process in LPS.</p>
<p>25. Does the "Number of Days" listed on the SCHEDULE "A" of the Certification of Amount Due match the "Number of Days" listed on the Account Information Statement?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>	<p>Next Steps - IF "YES" * Proceed to Step #26</p> <p>Next Steps - IF "NO" * Return to Attorney via LPS; Circle "RETURN" at the top of page 1 and close the "Document Forward Client" process in LPS.</p>
<p>26. Does the "Late Charges from date and the Late Charges to date" listed on SCHEDULE "A" of the Certification of Amount Due match the Late Charges from and the Late Charges to date on the Account Information Statement?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>	<p>Next Steps - IF "YES" * Proceed to Step #27</p> <p>Next Steps - IF "NO" * Return to Attorney via LPS; Circle "RETURN" at the top of page 1 and close the "Document Forward Client" process in LPS.</p>
<p>27. Does the Late Charges TOTAL listed on the SCHEDULE "A" of the Certification of Amount Due match the Late Charges TOTAL on the Account Information Statement?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>	<p>Next Steps - IF "YES" * Proceed to Step #28</p> <p>Next Steps - IF "NO" * Return to Attorney via LPS; Circle "RETURN" at the top of page 1 and close the "Document Forward Client" process in LPS.</p>
<p>28. Does the monthly Late Charge Amount and the "number of months" listed on the SCHEDULE "A" of the Certification of Amount Due match the monthly Late Charge Amount and the "number of months" on the Account Information Statement? <i>Note: If "Uncollected Late Charges" are found on the Account Information Statement, they should be listed separately on the Certification of Amount Due and included in the Total Late Charges Due amount.</i></p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>	<p>Next Steps - IF "YES" * Proceed to Step #29</p> <p>Next Steps - IF "NO" * Return to Attorney via LPS; Circle "RETURN" at the top of page 1 and close the "Document Forward Client" process in LPS.</p>

**Be Sure to Complete Page 5!!**

<p>29. Does the Advances through "DATE" listed in SCHEDULE "A" of the Certification of Amount Due match the Good Through Date on the Account Information Statement?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>	<p>Next Steps - IF "YES" * Proceed to Step #30</p> <p>Next Steps - IF "NO" * Return to Attorney via LPS; Circle "RETURN" at the top of page 1 and close the "Document Forward Client" process in LPS.</p>
<p>30. Does the Real Estate Taxes amount listed in SCHEDULE "A" of the Certification of Amount Due match the TAXES Total Amount on the Account Information Statement?</p> <p><i>Note: If dates and amounts of distributions are listed on SCHEDULE "A", verify the dates and amounts are correct as listed on the Account Information Statement</i></p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>	<p>Next Steps - IF "YES" * Proceed to Step #31</p> <p>Next Steps - IF "NO" * Return to Attorney via LPS; Circle "RETURN" at the top of page 1 and close the "Document Forward Client" process in LPS.</p>
<p>31. Does the Home Owners Insurance amount listed on SCHEDULE "A" of the Certification of Amount Due match the Hazard Insurance Total listed on the Account Information Statement?</p> <p><i>Note: If dates and amounts of distributions are listed on the SCHEDULE "A", verify the dates and amounts are correct as listed on the Account Information Statement.</i></p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>	<p>Next Steps - IF "YES" * Proceed to Step #32</p> <p>Next Steps - IF "NO" * Return to Attorney via LPS; Circle "RETURN" at the top of page 1 and close the "Document Forward Client" process in LPS.</p>
<p>32. Does the Mortgage Insurance Premium (MIP) amount listed in SCHEDULE "A" of the Certification of Amount Due match the MIP/PMI amount on the Account Information Statement?</p> <p><i>Note: If dates and amounts of distributions are listed on the SCHEDULE "A", verify the dates and amounts are correct as listed on the Account Information Statement.</i></p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>	<p>Next Steps - IF "YES" * Proceed to Step #33</p> <p>Next Steps - IF "NO" * Return to Attorney via LPS; Circle "RETURN" at the top of page 1 and close the "Document Forward Client" process in LPS.</p>
<p>33. Does the Inspections Amount and the Winterizing/Securing Amounts listed in SCHEDULE "A" of the Certification of Amount Due (Add these two amounts together) match the Property Inspection Fees Amount and the BPO Fees (If applicable) listed under "OTHER" on the Account Information Statement? (Add these two amounts together)</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>	<p>Next Steps - IF "YES" * Proceed to Step #34</p> <p>Next Steps - IF "NO" * Return to Attorney via LPS; Circle "RETURN" at the top of page 1 and close the "Document Forward Client" process in LPS.</p>
<p>34. Does the S ubtotal of Advances listed in the SCHEDULE A of the Certification of Amount Due match the TOTAL of the Real Estate Taxes, Home Owners Insurance, PMI, Inspections and Winterization/Securing totals listed on the <u>SCHEDULE A</u> of the Certification of Amount Due?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>	<p>Next Steps - IF "YES" * Proceed to Step #35</p> <p>Next Steps - IF "NO" * Return to Attorney via LPS; Circle "RETURN" at the top of page 1 and close the "Document Forward Client" process in LPS.</p>

**Be Sure to Complete Page 6!!**

<p>35. Does the Less Escrow Monies listed in SCHEDULE "A" of the Certification of Amount Due match the "Partial Suspense" amount listed under the "CREDIT" section on the Account Information Statement?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>	<p>Next Steps - IF "YES" * Proceed to Step #36  Next Steps - IF "NO" * Return to Attorney via LPS; Circle "RETURN" at the top of page 1 and close the "Document Forward Client" process in LPS.</p>
<p>36. Does the Net Advances amount listed in SCHEDULE "A" of the Certification of Amount Due equal the "Subtotal of Advances" minus "Less Escrow Monies" on the SCHEDULE "A" of the Certification of Amount Due?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>	<p>Next Steps - IF "YES" * Proceed to Step #37  Next Steps - IF "NO" * Return to Attorney via LPS; Circle "RETURN" at the top of page 1 and close the "Document Forward Client" process in LPS.</p>
<p>37. Does the Interest on Advances amount and dates listed in SCHEDULE "A" of the Certification of Amount Due equal zero? <i>Note: BAC does not charge interest on advances</i></p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>	<p>Next Steps - IF "YES" * Proceed to Step #38  Next Steps - IF "NO" * Return to Attorney via LPS; Circle "RETURN" at the top of page 1 and close the "Document Forward Client" process in LPS.</p>
<p>38. Verify that the "Other Charges" in SCHEDULE "A" of the Certification of Amount Due match the amounts in the Other Charges and/or Credits Amounts on the Account Information Statement and that the description is accurate, if applicable.</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>	<p>Next Steps - IF "YES" * Proceed to Step #39  Next Steps - IF "NO" * Return to Attorney via LPS; Circle "RETURN" at the top of page 1 and close the "Document Forward Client" process in LPS.</p>
<p>39. Does the TOTAL DUE AS OF "DATE" listed in SCHEDULE "A" of the Certification of Amount Due match the "Good Through Date" on the Account Information Statement?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>	<p>Next Steps - IF "YES" * Proceed to Step #40  Next Steps - IF "NO" * Return to Attorney via LPS; Circle "RETURN" at the top of page 1 and close the "Document Forward Client" process in LPS.</p>
<p>40. Verify that the Total DUE Amount listed on the SCHEDULE "A" of the Certification of Amount Due equals the Total Amount Owed on the Account Information Statement. <i>Note: Less any Attorney Foreclosure Fees and Fees not approved. (Example: Expedited PO Svc Fees)</i></p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>	<p>Next Steps - IF "YES" * Proceed to Step #41  Next Steps - IF "NO" * Return to Attorney via LPS; Circle "RETURN" at the top of page 1 and close the "Document Forward Client" process in LPS.</p>
<p>41. Does the Amount in Paragraph 3 of the Certification of Amount Due match the "Total Amount Owed" on the Account Information Statement? <i>Note: Less any Attorney Foreclosure Fees and Fees not approved. (Example: Expedited PO Svc Fees)</i></p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>	<p>Next Steps - IF "YES" * Proceed to Step #42  Next Steps - IF "NO" * Return to Attorney via LPS; Circle "RETURN" at the top of page 1 and close the "Document Forward Client" process in LPS.</p>

Be Sure to Complete Page 7!!

<p>42. Does the "DATE" in Paragraph 3 of the Certification of Amount Due match the "Good Through Date" on the Account Information - Statement?</p>	<p> No</p>	<p>Next Steps - IF "YES" * Proceed to Step #43 Next Steps - IF "NO" * Return to Attorney via LPS; Circle "RETURN" at the top of page 1 and close the "Document Forward Client" process in LPS.</p>
<p>43. Are all documents included in package: 1) Certification of Amount Due, 2) Account Information Statement, 3) Complaint, 4) Foreclosure Account Follow-up Screen Print, 5) Investor Information Maintenance Screen Print, 6) Account Status Inquiry Screen Print, 7) Payoff Demand Screen 8) copy of the Note, 9) copy of the Recorded Mortgage 10) Order Correcting Plaintiff or remediation approval intercom (if applicable), 11) copy of Assignment of Mortgage (if applicable), 12) Checklists</p>	<p> No</p>	<p>Next Steps - IF "YES" * Proceed to Step #44 Next Steps - IF "NO" * Escalate issue to Team Leader</p>
<p>44. Circle "PASS" at the top of page 1 unless "RETURN" has been circled.</p>	<p></p>	<p>Next Steps - * Circle "I completed" and Proceed to step #45.</p>
<p>45. Update the Daily Manifest.</p>	<p></p>	<p>Next Steps - * Circle "I completed" and return the file to the appropriate Secure Storage File Cabinet.</p>

DRAFT

Attorney Client Privilege - New Jersey Certification of Amount Due- Signer Review

Loan Number

Date Signed

3-28-11

Signer's Name

Signer's NBK#

NBKCHDZ

**PASS** OR RETURN

Circle the appropriate answer in each Response column box

Question/Action	Response	Instructions
1. Does the current status in the Manifest show 'Signer: Ready to Receive'?	<input checked="" type="radio"/> Yes <input type="radio"/> No	Next Steps - IF "YES" * Change status to 'Decision Pending', click Update and Proceed to Step #2 Next Steps - IF "NO" * Escalate issue to Team Leader
2. Are there any outstanding issues pertaining to Judgment Figures, any request for fee clarification, or any request to stop the foreclosure process in LPS for the loan?	<input type="radio"/> Yes <input checked="" type="radio"/> No	Next Steps - IF "YES" * Escalate issue to Team Leader Next Steps - IF "NO" * Proceed to Step #3
3. On the Prep checklist, has 'PASS' been circled?	<input checked="" type="radio"/> Yes <input type="radio"/> No	Next Steps - IF "YES" * Proceed to Step #4 Next Steps - IF "NO" * Escalate issue to Team Leader
4. Are all documents included in package: 1) Certification of Amount Due, 2) Account Information Statement, 3) Complaint, 4) Foreclosure Account Follow-up Screen Print, 5) Investor Information Maintenance Screen Print, 6) Account Status Inquiry Screen Print, 7) Payoff Demand Screen 8) Copy of the Note, 9) Copy of the Recorded Mortgage 10) Order Correcting Plaintiff or remediation approval intercom (if applicable), 11) Copy of an Assignment/s of Mortgage (if Applicable) 12) Checklists	<input checked="" type="radio"/> Yes <input type="radio"/> No	Next Steps - IF "YES" * Proceed to Step #5 Next Steps - IF "NO" * Escalate issue to Team Leader
5. Does the Plaintiff on the Complaint or Order Correcting Plaintiff/Amended Complaint match the Plaintiff on the Certification of Amount Due and the Investor Information Maintenance Screen?	<input checked="" type="radio"/> Yes <input type="radio"/> No	Next Steps - IF "YES" * Proceed to Step #6 Next Steps - IF "NO" * Refer to Guard Rail Job Aide for exceptions, if found, circle 'Yes' and Proceed to Step #6 If not found is there a copy of the LPS intercom approving remediation, if found, circle 'Yes' and Proceed to Step #6 If not found, "Revision Needed" Circle 'RETURN' at the top of page 1. (Researchers - see FITN Job Aide)
6. Is the correct Certification of Amount Due used? IF Plaintiff is Countrywide Home Loans Servicing, LP or BAC Home Loans Servicing, LP: use Plaintiff version All Other: Use Servicing Agent version <i>Note: Plaintiff version states "as an officer of BAC" in paragraph 1, Servicing Agent version states "servicing agent" in paragraph 1.</i>	<input checked="" type="radio"/> Yes <input type="radio"/> No	Next Steps - IF "YES" * Proceed to Step #7 Next Steps - IF "NO" * Return to Attorney via LPS; Circle "RETURN" at the top of page 1 and close the "Document Forward Client" process in LPS.

**Be Sure to Complete Page 2!!**

Bank of America Confidential 032811v1

<p>7. Do the last four digits of the loan number and the Mortgagor's name on the Account Information Statement match the last four digits of the loan number and the Mortgagor's name on the Foreclosure Account Follow Up screen print?</p>	<p><input checked="" type="radio"/> Yes No</p>	<p>Next Steps - IF "YES" * Proceed to Step #8 Next Steps - IF "NO" * Escalate issue to Team Leader</p>
<p>8. Does the Investor name and number on the Foreclosure Account Follow Up screen print match the Investor name and number on the Investor Information Maintenance screen print?</p>	<p><input checked="" type="radio"/> Yes No</p>	<p>Next Steps - IF "YES" * Proceed to Step #9 Next Steps - IF "NO" * Escalate issue to Team Leader</p>
<p>9. Does the Holder of the Note and Mortgage listed in Paragraph 4 of the Certification of Amount Due match the Lender/Mortgagee on the Mortgage?</p>	<p>Yes <input checked="" type="radio"/> No</p>	<p>Next Steps - IF "YES" * Proceed to Step #10 Next Steps - IF "NO" * Proceed to Step # 9a</p>
<p>9a. Does the Assignment of Mortgage identify the transfer to the Holder that is listed as the Mortgage and Note Holder in Paragraph 4 of the Certification of Amount Due?</p>	<p><input checked="" type="radio"/> Yes No</p>	<p>Next Steps - IF "YES" * Print out the Assignment of Mortgage and include in the package. Proceed to Step #10 Next Steps - IF "NO" * Return to Attorney via LPS; Circle "RETURN" at the top of page 1 and close the "Document Forward Client" process in LPS.</p>
<p>10. Confirm that the company name in the first paragraph of the Certification of Amount Due reads "BAC Home Loans Servicing, LP"?</p> <p>Note: Any of the following spelling variations is acceptable: BAC Home Loans Servicing, L.P. (or LP. or LP) Missing comma after 'Servicing' is acceptable</p>	<p><input checked="" type="radio"/> Yes No</p>	<p>Next Steps - IF "YES" * Proceed to Step #11 Next Steps - IF "NO" * Escalate issue to Team Leader</p>
<p>11. Does the Note and Mortgage Date listed in SCHEDULE "A" of the Certification of Amount Due match the dates on the Note and Mortgage?</p>	<p><input checked="" type="radio"/> Yes No</p>	<p>Next Steps - IF "YES" * Proceed to Step #12 Next Steps - IF "NO" * Return to Attorney via LPS; Circle "RETURN" at the top of page 1 and close the "Document Forward Client" process in LPS.</p>
<p>12. Does the Recorded Date and County, listed on the SCHEDULE "A" of the Certification of Amount Due match the Recorded Date and County on the Recorded Mortgage?</p>	<p><input checked="" type="radio"/> Yes No</p>	<p>Next Steps - IF "YES" * Proceed to Step #13 Next Steps - IF "NO" * Return to Attorney via LPS; Circle "RETURN" at the top of page 1 and close the "Document Forward Client" process in LPS.</p>
<p>13. Verify the Document and/or Instrument Number and/or Book and Page Number listed on the SCHEDULE "A" of the Certification of Amount Due match the Recorded Mortgage?</p> <p>Note: Not all data points may be present, only verify those that do.</p>	<p><input checked="" type="radio"/> Yes No</p>	<p>Next Steps - IF "YES" * Proceed to Step #14 Next Steps - IF "NO" * Return to Attorney via LPS; Circle "RETURN" at the top of page 1 and close the "Document Forward Client" process in LPS.</p>
<p>14. Does the Property Address listed in SCHEDULE "A" of the Certification of Amount Due match the Property Address listed on the Mortgage AND the account status inquiry screen? (Zip Code not required)</p>	<p><input checked="" type="radio"/> Yes No</p>	<p>Next Steps - IF "YES" * Proceed to Step #15 Next Steps - IF "NO" * Return to Attorney via LPS; Circle "RETURN" at the top of page 1 and close the "Document Forward Client" process in LPS.</p>

**Be Sure to Complete Page 3!!**

<p>15. Does the Mortgage Holder listed in SCHEDULE "A" of the Certification of Amount Due match the holder of the Mortgage or the most recent assignment?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>	<p>Next Steps - IF "YES" * Proceed to Step #16 Next Steps - IF "NO" * Return to Attorney via LPS; Circle "RETURN" at the top of page 1 and close the "Document Forward Client" process in LPS.</p>
<p>16. Does the Unpaid Principal balance as of DATE on the SCHEDULE "A" of the Certification of Amount Due match the Good Through Date on the Account Information Statement?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>	<p>Next Steps - IF "YES" * Proceed to Step #17 Next Steps - IF "NO" * Return to Attorney via LPS; Circle "RETURN" at the top of page 1 and close the "Document Forward Client" process in LPS.</p>
<p>17. Does the Unpaid Principal Balance in SCHEDULE "A" of the Certification of Amount Due match the Unpaid Principal Balance on the Account Information Statement?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>	<p>Next Steps - IF "YES" * Proceed to Step #18 Next Steps - IF "NO" * Return to Attorney via LPS; Circle "RETURN" at the top of page 1 and close the "Document Forward Client" process in LPS.</p>
<p>18. Does the Interest Dates in SCHEDULE "A" of the Certification of Amount Due match the Interest Dates listed on the Account Information Statement? (Paid to Date and Good Through Date)</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>	<p>Next Steps - IF "YES" * Proceed to Step #19 Next Steps - IF "NO" * Return to Attorney via LPS; Circle "RETURN" at the top of page 1 and close the "Document Forward Client" process in LPS.</p>
<p>19. Does the "Total" Interest Amount in the SCHEDULE "A" of the Certification of Amount Due match the "Total" listed on the Account Information Statement?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>	<p>Next Steps - IF "YES" * Proceed to Step #20 Next Steps - IF "NO" * Return to Attorney via LPS; Circle "RETURN" at the top of page 1 and close the "Document Forward Client" process in LPS.</p>
<p>20. Does the Interest Rate % per year listed on SCHEDULE "A" of the Certification of Amount Due match the Interest Rate % per year on the Account Information Statement? (If multiple interest rate changes, verify each rate change)</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>	<p>Next Steps - IF "YES" * Proceed to Step #21 Next Steps - IF "NO" * Return to Attorney via LPS; Circle "RETURN" at the top of page 1 and close the "Document Forward Client" process in LPS.</p>
<p>21. Does the \$ Per Day listed on the SCHEDULE "A" of the Certification of Amount Due match the Per Diem Amount listed on the Payoff Demand Screen?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>	<p>Next Steps - IF "YES" * Proceed to Step #22 Next Steps - IF "NO" * Return to Attorney via LPS; Circle "RETURN" at the top of page 1 and close the "Document Forward Client" process in LPS.</p>
<p>22. Does the "Number of Days" listed on the SCHEDULE "A" of the Certification of Amount Due match the "Number of Days" listed on the Account Information Statement?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>	<p>Next Steps - IF "YES" * Proceed to Step #23 Next Steps - IF "NO" * Return to Attorney via LPS; Circle "RETURN" at the top of page 1 and close the "Document Forward Client" process in LPS.</p>
<p>23. Does the "Late Charges from date and the Late Charges to date" listed in SCHEDULE "A" of the Certification of Amount Due match the "Late Charges from date and the Late Charges to date" on the Account Information Statement?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>	<p>Next Steps - IF "YES" * Proceed to Step #24 Next Steps - IF "NO" * Return to Attorney via LPS; Circle "RETURN" at the top of page 1 and close the "Document Forward Client" process in LPS.</p>
<p>24. Does the Late Charges TOTAL listed on the SCHEDULE "A" of the Certification of Amount Due match the Late charge TOTAL on the Account Information Statement?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>	<p>Next Steps - IF "YES" * Proceed to Step #25 Next Steps - IF "NO" * Return to Attorney via LPS; Circle "RETURN" at the top of page 1 and close the "Document Forward Client" process in LPS.</p>

Be Sure to Complete Page 4!!

<p>25. Does the monthly Late Charge Amount and the "number of months" listed on the SCHEDULE "A" of the Certification of Amount Due match the monthly Late Charge Amount and the "number of months" on the Account Information Statement?</p> <p><i>Note: If Applicable, verify "Uncollected Late Charges" that are found on the Account Information Statement. They will be listed separately on the Certification of Amount Due.</i></p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>	<p>Next Steps - IF "YES" * Proceed to Step #26</p> <p>Next Steps - IF "NO" * Return to Attorney via LPS; Circle "RETURN" at the top of page 1 and close the "Document Forward Client" process in LPS.</p>
<p>26. Does the Advances through "DATE" listed in SCHEDULE "A" of the Certification of Amount Due match the Good Through Date on the Account Information Statement?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>	<p>Next Steps - IF "YES" * Proceed to Step #27</p> <p>Next Steps - IF "NO" * Return to Attorney via LPS; Circle "RETURN" at the top of page 1 and close the "Document Forward Client" process in LPS.</p>
<p>27. Does the Real Estate Taxes amount listed in SCHEDULE "A" of the Certification of Amount Due match the TAXES Total Amount on the Account Information Statement?</p> <p><i>Note: If dates and amounts of distributions are listed on SCHEDULE "A", verify the dates and amounts are correct as listed on the Account Information Statement</i></p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>	<p>Next Steps - IF "YES" * Proceed to Step #28</p> <p>Next Steps - IF "NO" * Return to Attorney via LPS; Circle "RETURN" at the top of page 1 and close the "Document Forward Client" process in LPS.</p>
<p>28. Does the Home Owners Insurance amount listed on SCHEDULE "A" of the Certification of Amount Due match the Hazard Insurance Total listed on the Account Information Statement?</p> <p><i>Note: If dates and amounts of distributions are listed on SCHEDULE "A", verify the dates and amounts are correct as listed on the Account Information Statement</i></p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>	<p>Next Steps - IF "YES" * Proceed to Step #29</p> <p>Next Steps - IF "NO" * Return to Attorney via LPS Circle "RETURN" at the top of page 1 and close the "Document Forward Client" process in LPS.</p>
<p>29. Does the "Mortgage Insurance Premium (MIP) amount listed in SCHEDULE "A" of the Certification of Amount Due match the MIP/PMI amount on the Account Information Statement?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>	<p>Next Steps - IF "YES" * Proceed to Step #30</p> <p>Next Steps - IF "NO" * Return to Attorney via LPS; Circle "RETURN" at the top of page 1 and close the "Document Forward Client" process in LPS.</p>
<p>30. Does the Inspections Amount and the Winterizing/Securing Amounts listed on the SCHEDULE "A" of the Certification of Amount Due (Add these two amounts together) match the Property Inspection Fees Amount and the BPO Fees (If applicable) listed under "OTHER" on the Account Information Statement? (Add these two amounts together)</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>	<p>Next Steps - IF "YES" * Proceed to Step #31</p> <p>Next Steps - IF "NO" * Return to Attorney via LPS; Circle "RETURN" at the top of page 1 and close the "Document Forward Client" process in LPS.</p>
<p>31. Does the Subtotal of Advances listed in the SCHEDULE A of the Certification of Amount Due match the TOTAL of the Real Estate Taxes, Home Owners Insurance, PMI, Inspections and Winterization/Securing totals listed on the SCHEDULE A of the Certification of Amount Due?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>	<p>Next Steps - IF "YES" * Proceed to Step #32</p> <p>Next Steps - IF "NO" * Return to Attorney via LPS; Circle "RETURN" at the top of page 1 and close the "Document Forward Client" process in LPS.</p>

**Be Sure to Complete Page 5!!**

<p>32. Does the Less Escrow Monies listed in SCHEDULE "A" of the Certification of Amount Due match the "Partial Suspense" amount listed under the "CREDIT" section on the Account Information Statement?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>	<p>Next Steps - IF "YES" * Proceed to Step #33</p> <p>Next Steps - IF "NO" * Return to Attorney via LPS; Circle "RETURN" at the top of page 1 and close the "Document Forward Client" process in LPS.</p>
<p>33. Does the Net Advances amount listed in SCHEDULE "A" of the Certification of Amount Due equal the "Subtotal of Advances" minus "Less Escrow Monies" on the SCHEDULE "A" of the Certification of Amount Due?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>	<p>Next Steps - IF "YES" * Proceed to Step #34</p> <p>Next Steps - IF "NO" * Return to Attorney via LPS; Circle "RETURN" at the top of page 1 and close the "Document Forward Client" process in LPS.</p>
<p>34. Does the Interest on Advances amount and dates listed on SCHEDULE "A" of the Certification of Amount Due equal zero? (BAC does not charge interest on advances.)</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>	<p>Next Steps - IF "YES" * Proceed to Step #35</p> <p>Next Steps - IF "NO" * Return to Attorney via LPS; Circle "RETURN" at the top of page 1 and close the "Document Forward Client" process in LPS.</p>
<p>35. Does the "Other Charges" in SCHEDULE "A" of the Certification of Amount Due match the amounts in the "Other Charges and/or Credits" Amounts on the Account Information Statement? (Verify that the description is accurate, as applicable.)</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>	<p>Next Steps - IF "YES" * Proceed to Step #36</p> <p>Next Steps - IF "NO" * Return to Attorney via LPS Circle "RETURN" at the top of page 1 and close the "Document Forward Client" process in LPS.</p>
<p>36. Does the TOTAL DUE AS OF "DATE" listed on the SCHEDULE "A" of the Certification of Amount Due match the "Good Through Date" on the Account Information Statement?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>	<p>Next Steps - IF "YES" * Proceed to Step #37</p> <p>Next Steps - IF "NO" * Return to Attorney via LPS; Circle "RETURN" at the top of page 1 and close the "Document Forward Client" process in LPS.</p>
<p>37. Verify that the Total DUE Amount listed on the SCHEDULE "A" of the Certification of Amount Due equals the Total Amount Owed on the Account Information Statement. <i>Note: Less any Attorney Foreclosure Fees and Fees not approved. (Example: Expedited PO Svc Fees)</i></p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>	<p>Next Steps - IF "YES" * Proceed to Step #38</p> <p>Next Steps - IF "NO" * Return to Attorney via LPS; Circle "RETURN" at the top of page 1 and close the "Document Forward Client" process in LPS.</p>
<p>38. Does the Amount in Paragraph 3 of the Certification of Amount Due match the "Total Amount Owed" on the Account Information Statement? <i>Note: Less any Attorney Foreclosure Fees and Fees not approved. (Example: Expedited PO Svc Fees)</i></p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>	<p>Next Steps - IF "YES" * Proceed to Step #39</p> <p>Next Steps - IF "NO" * Return to Attorney via LPS; Circle "RETURN" at the top of page 1 and close the "Document Forward Client" process in LPS.</p>
<p>39. Does The "DATE" in Paragraph 3 of the Certification of Amount Due match the "Good Through Date" on the Account Information Statement?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>	<p>Next Steps - IF "YES" * Proceed to Step #40</p> <p>Next Steps - IF "NO" * Return to Attorney via LPS; Circle "RETURN" at the top of page 1 and close the "Document Forward Client" process in LPS.</p>

<p>40. Read the Co mplaint and the Certification of Amount Due.</p>	<p><i>I completed</i></p>	<p>Next Steps - * Circle "I completed" in the response box and Proceed to Step # 41</p>
<p>41. Print your name a) in the first paragraph of the Certification of Amount Due b) above the notary section c) in the notary section and d) on the SCHEDULE "A", Print the DATE on the SCHEDULE "A" Print "Assistant Vice President" in the notary section. <b>DO NOT SIGN</b></p>	<p><i>I completed</i></p>	<p>Next Steps - * Circle "I completed" in the response box and Proceed to Step # 42</p>
<p>42. Circle "P ASS" at the top of page 1 unless "RETURN" has been circled.</p>	<p><i>I completed</i></p>	<p>Next Steps - Circle "I completed" and proceed to step #43</p>
<p>43. Update the Daily Manifest</p>	<p><i>I completed</i></p>	<p>Next Steps- Circle "I completed" and proceed to step #44.</p>
<p>44. Sign in the presence of a Notary, and if not personally known by the notary, then provide the notary a government-issued form of identification (BAC identification badge is <u>not</u> acceptable). Observe the Notary updating the Daily Manifest.</p>	<p><i>I completed</i></p>	<p>Next Steps - Circle "I completed" in the response box and return the file to the appropriate secure storage file cabinet</p>

DRAFT

**Attorney Client Privilege - New Jersey - Certification of Amount Due  
Quality Control (QC) Review**

Loan Number \_\_\_\_\_

Date of QC 3.29.11

QC Associate Name \_\_\_\_\_

QC Associate NBK # NBK3RUP

**PASS OR RETURN**

Circle the appropriate answer in each Response column box.

Question/Action	Response	Instructions
1. Does the current status in the Manifest show 'QC: Ready to Receive'?	<input checked="" type="radio"/> Yes <input type="radio"/> No	Next Steps - IF "YES" * Proceed to Step #2 Next Steps - IF "NO" * Escalate issue to Team Leader
2. Are there any outstanding issues pertaining to Judgment Figures, any request for fee clarification, or any request to stop the foreclosure process in LPS for the loan?	<input type="radio"/> Yes <input checked="" type="radio"/> No	Next Steps - IF "YES" * Escalate issue to Team Leader Next Steps - IF "NO" * Proceed to Step #3
3. Has a) 'PASS' been circled on both the Prep and Signer checklists and b) is the Certification of Amount Due free of any strike throughs, white outs or other alterations?	<input checked="" type="radio"/> Yes <input type="radio"/> No	Next Steps - IF "YES" * Proceed to Step #4 Next Steps - IF "NO" * Escalate issue to Team Leader
4. Do the last four digits of the loan number and the Mortgagor's name on the Account Information Statement match the last four digits of the loan number and the Mortgagor's name on the Foreclosure Account Follow Up screen print?	<input checked="" type="radio"/> Yes <input type="radio"/> No	Next Steps - IF "YES" * Proceed to Step #5 Next Steps - IF "NO" * Escalate issue to Team Leader
5. Does the Plaintiff on the Complaint or Order Correcting Plaintiff/Amended Complaint match the Plaintiff on the Certification of Amount Due and the Investor Information Maintenance Screen?	<input checked="" type="radio"/> Yes <input type="radio"/> No	Next Steps - IF "YES" * Proceed to Step #6 Next Steps - IF "NO" * Refer to Guard Rail Job Aide for exceptions, if found, circle 'Yes' and Proceed to Step #6, If not found is there a copy of the LPS intercom approving remediation, if found, circle 'Yes' and Proceed to Step #6 If not found, Escalate issue to Team Leader
6. Does the Investor name and number on the Foreclosure Account Follow Up screen print match the Investor name and Number on the Investor Information Maintenance Screen print?	<input checked="" type="radio"/> Yes <input type="radio"/> No	Next Steps - IF "YES" * Proceed to Step #7 Next Steps - IF "NO" * Escalate issue to Team Leader
7. On the SCHEDULE "A" of the Certification of Amount Due, verify the Lender or Servicing Agent's EMPLOYEE'S name is filled out and spelled correctly, also verify the DATE is filled in correctly.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Next Steps - IF "YES" * Proceed to Step #8 Next Steps - IF "NO" * Escalate issue to Team Leader

**Be Sure to Complete Page 2!!**

# DRAFT

<p>8. Verify the TOTAL DUE Amount listed on the SCHEDULE "A" of the Certification of Amount Due equals the Total Amount owed on the Account Information Statement. <i>NOTE: Less any Attorney Foreclosure Fees and Fees not approved. EX: Expedited PO Svc Fees</i></p>	<p style="text-align: center;"><input checked="" type="radio"/> Yes <input type="radio"/> No</p>	<p>Next Steps - IF "YES" * Proceed to Step #9 Next Steps - IF "NO" * Escalate issue to Team Leader</p>
<p>9. Does the signer have proper signature authority? Refer to Foreclosure Affidavit Master Associate List.</p>	<p style="text-align: center;"><input checked="" type="radio"/> Yes <input type="radio"/> No</p>	<p>Next Steps - IF "YES" * Proceed to Step #10 Next Steps - IF "NO" * Escalate issue to Team Leader</p>
<p>10. Is the notary stamp completely visible and legible on the page?</p>	<p style="text-align: center;"><input checked="" type="radio"/> Yes <input type="radio"/> No</p>	<p>Next Steps - IF "YES" * Proceed to Step #11 Next Steps - IF "NO" * Return to "revision needed" secure storage file cabinet.</p>
<p>11. Does the signature line contain the officer's "wet" signature and is the officer's name and the title 'Assistant Vice President' stamped or printed below the pre-formatted signature line? The title 'Assistant Vice President' must be correctly spelled out; capitalization is not required.</p>	<p style="text-align: center;"><input checked="" type="radio"/> Yes <input type="radio"/> No</p>	<p>Next Steps - IF "YES" * Proceed to Step #12 Next Steps - IF "NO" * Return to "revision needed" secure storage file cabinet.</p>
<p>12. Does the spelling and format of the signature line match a) the signer's name on page 1 and b) the stamped or printed name on page 2?</p>	<p style="text-align: center;"><input checked="" type="radio"/> Yes <input type="radio"/> No</p>	<p>Next Steps - IF "YES" * Proceed to Step #13 Next Steps - IF "NO" * Return to "revision needed" secure storage file cabinet.</p>
<p>13. Does the "State of" and "County of" information on Page 1 match where the notary is physically sitting at the time of signing?</p>	<p style="text-align: center;"><input checked="" type="radio"/> Yes <input type="radio"/> No</p>	<p>Next Steps - IF "YES" * Proceed to Step #14 Next Steps - IF "NO" * Return to "revision needed" secure storage file cabinet.</p>
<p>14. Are the fields of the notary section completed? - Date notarized - Commission Expiration Date (must be a future date) - Signer's name - Signer's Officer Title - Personally known or Produced <u>government issued ID</u> (note BAC ID badge not acceptable)</p>	<p style="text-align: center;"><input checked="" type="radio"/> Yes <input type="radio"/> No</p>	<p>Next Steps - IF "YES" * Proceed to Step #15 Next Steps - IF "NO" * Return to "revision needed" secure storage file cabinet.</p>
<p>15. Does the space above Notary Public contain the notary's "wet" signature?</p>	<p style="text-align: center;"><input checked="" type="radio"/> Yes <input type="radio"/> No</p>	<p>Next Steps - IF "YES" * Proceed to Step #16 Next Steps - IF "NO" * Return to "revision needed" secure storage file cabinet.</p>
<p>16. Confirm that three separate individuals 1) prepared the Certification of Amount Due Verification Prep Review checklist, 2) signed the certification and 3) notarized the document.</p>	<p style="text-align: center;"><input checked="" type="radio"/> Yes <input type="radio"/> No</p>	<p>Next Steps - IF "YES" * Proceed to Step #17 Next Steps - IF "NO" * Return to "revision needed" secure storage file cabinet.</p>
<p>17. Are the documents properly separated with the appropriate cover sheet and the Supporting documents set on the top? Documents need to be separated by: 1) Certification of Amount Due and Judgment Figures and 2) Complaint, Checklists and Supporting Documentation.</p>	<p style="text-align: center;"><input checked="" type="radio"/> Yes <input type="radio"/> No</p>	<p>Next Steps - IF "YES" * Proceed to Step #18 Next Steps - IF "NO" * Escalate to Team Leader</p>
<p>18. Circle "PASS" at the top of page 1 unless "RETURN" has been circled.</p>	<p style="text-align: center;"><input checked="" type="radio"/> I completed</p>	<p>Next Steps - Circle "I completed" and proceed to step #19..</p>
<p>19. Update the Daily Manifest</p>	<p style="text-align: center;"><input checked="" type="radio"/> I completed</p>	<p>Next Steps- Circle "I completed" and return the file to the appropriate Secure Storage File Cabinet.</p>

# History Report w/ Timeline



Document History - 3281104

RefId	BoxID	Loan Number	Status	Last Modified (Eastern)	Document Type	Attorney	Comment
3281104	B-ADCTX2011.3.28PT APA-00001		Shipping : QC Approved Ready to Ship	System,3/29/2011 7:39:38 AM	NJ CAD TEST FILES	Stern, Lavinthal, - Frankenberg & Norg,293 Eisenhower Parkway,Suite 300,Livingston,NJ,07039	Initial Data Load;Unlocked by NBKCHDZ
3281104	B-ADCTX2011.3.28PT APA-00001		QC : QC Approved Ready to ship	NBK3RVP,3/29/2011 7:39:38 AM	NJ CAD TEST FILES	Stern, Lavinthal, Frankenberg & Norg,293 Eisenhower Parkway,Suite 300,Livingston,NJ,07039	Initial Data Load;Unlocked by NBKCHDZ
3281104	B-ADCTX2011.3.28PT APA-00001		QC : Decision Pending	NBK3RVP,3/29/2011 7:31:07 AM	NJ CAD TEST FILES	Stern, Lavinthal, Frankenberg & Norg,293 Eisenhower Parkway,Suite 300,Livingston,NJ,07039	Initial Data Load;Unlocked by NBKCHDZ
3281104	B-ADCTX2011.3.28PT APA-00001		QC : Ready to Receive	System,3/28/2011 7:08:11 PM	NJ CAD TEST FILES	Stern, Lavinthal, Frankenberg & Norg,293 Eisenhower Parkway,Suite 300,Livingston,NJ,07039	Initial Data Load;Unlocked by NBKCHDZ
3281104	B-ADCTX2011.3.28PT APA-00001		Notary : OATH given and Signature Witnessed	NBKYAED,3/28/2011 7:08:11 PM	NJ CAD TEST FILES	Stern, Lavinthal, Frankenberg & Norg,293 Eisenhower Parkway,Suite 300,Livingston,NJ,07039	Initial Data Load;Unlocked by NBKCHDZ
3281104	B-ADCTX2011.3.28PT APA-00001		Notary : Decision Pending	System,3/28/2011 7:05:05 PM	NJ CAD TEST FILES	Stern, Lavinthal, Frankenberg & Norg,293 Eisenhower Parkway,Suite 300,Livingston,NJ,07039	Initial Data Load;Unlocked by NBKCHDZ
3281104	B-ADCTX2011.3.28PT APA-00001		Signer : Checklist	NBKCHDZ,3/28/2011 7:05:05 PM	NJ CAD TEST FILES	Stern, Lavinthal, Frankenberg & Norg,293	Initial Data Load;Unlocked by

			Approved			Eisenhower Parkway,Suite 300,Livingston,NJ,07039	NBKCHDZ
3281104	B-ADCTX2011.3.28PT APA-00001		Signer : Decision Pending	NBKCHDZ,3/28/ 2011 7:04:52 PM	NJ CAD TEST FILES	Stern, Lavinthal, Frankenberg & Norg,293 Eisenhower Parkway,Suite 300,Livingston,NJ,0 7039	Initial Data Load;Unloc ked by NBKCHDZ
3281104	B-ADCTX2011.3.28PT APA-00001		Signer : Decision Pending	NBKCHDZ,3/28/ 2011 6:19:43 PM	NJ CAD TEST FILES	Stern, Lavinthal, Frankenberg & Norg,293 Eisenhower Parkway,Suite 300,Livingston,NJ,0 7039	Initial Data Load
3281104	B-ADCTX2011.3.28PT APA-00001		Signer : Ready To Receive	System,3/28/201 1 5:52:38 PM	NJ CAD TEST FILES	Stern, Lavinthal, Frankenberg & Norg,293 Eisenhower Parkway,Suite 300,Livingston,NJ,0 7039	Initial Data Load
3281104	B-ADCTX2011.3.28PT APA-00001		Prep Team : Approved to Signer	NBKFFOM,3/28/ 2011 5:52:38 PM	NJ CAD TEST FILES	Stern, Lavinthal, Frankenberg & Norg,293 Eisenhower Parkway,Suite 300,Livingston,NJ,0 7039	Initial Data Load
3281104	B-ADCTX2011.3.28PT APA-00001		Prep Team : Decision Pending	NBKFFOM,3/28/ 2011 5:25:01 PM	NJ CAD TEST FILES	Stern, Lavinthal, Frankenberg & Norg,....	Initial Data Load
3281104	B-ADCTX2011.3.28PT APA-00001		Prep Team : Ready To Receive	System,3/28/201 1 2:41:32 PM	NJ CAD TEST FILES	Stern, Lavinthal, Frankenberg & Norg,....	Initial Data Load
3281104	B-ADCTX2011.3.28PT APA-00001		Bank Box : Box ReOpen ed	NBKVSNB,3/28/2 011 2:41:31 PM	NJ CAD TEST FILES	Stern, Lavinthal, Frankenberg & Norg,....	Initial Data Load
3281104	B-ADCTX2011.3.28PT APA-00001		Bank Box : Box Receive d	NBKVSNB,3/28/2 011 2:37:56 PM	NJ CAD TEST FILES	Stern, Lavinthal, Frankenberg & Norg,....	Initial Data Load
3281104	B-ADCTX2011.3.28PT APA-00001		Bank Box : Box Shipped	NBKVSNB,3/28/2 011 2:37:46 PM	NJ CAD TEST FILES	Stern, Lavinthal, Frankenberg & Norg,....	Initial Data Load

32811 04	B- ADCTX2011.3.28PT APA-00001		Bank Box : Box Closed	NBKVSNB,3/28/2 011 2:37:32 PM	NJ CAD TEST FILES	Stern, Lavinthal, Frankenberg & Norg,....	Initial Data Load
32811 04	B- ADCTX2011.3.28PT APA-00001		Bank Box : Docume nt Added to Box	System,3/28/201 1 2:27:34 PM	NJ CAD TEST FILES	Stern, Lavinthal, Frankenberg & Norg,....	Initial Data Load
32811 04	B- ADCTX2011.3.28PT APA-00001		Sort Team : Comple ted	NBKVSNB,3/28/2 011 2:27:34 PM	NJ CAD TEST FILES	Stern, Lavinthal, Frankenberg & Norg,....	Initial Data Load
32811 04			Sort Team : Not Receive d	Auto Data Loader,3/28/2011 12:58:47 PM	NJ CAD TEST FILES	Stern, Lavinthal, Frankenberg & Norg,....	Initial Data Load
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Certification of Amount Due  
w/ Account Information  
Statement

Test

LAW OFFICE OF  
**FRANK J. MARTONE, P.C.**  
A PROFESSIONAL CORPORATION  
1455 BROAD STREET  
BLOOMFIELD, NJ 07003

FRANK J. MARTONE \*  
JANET SILVER ROSEN \*  
NICHOLAS J. PURCELL  
CRYSTAL G. CALABRESE \*  
\*ALSO ADMITTED IN ILLINOIS  
\*ALSO ADMITTED IN NEW YORK

973.473.3000

GENERAL FACSIMILE  
973.473.3243  
REAL ESTATE FACSIMILE  
973.473.7402  
WWW.MARTONELAW.COM

March 28, 2011

Via LPS Signature Process  
BAC HOME LOAN SERVICING, LP

Re: Loan No  
Our File No. 37.1328

Dear Sir/Madam:

Attached please find Certification of Proof of Amount Due with regard to the above-mentioned loan in mortgage foreclosure.

Foreclosure Fees cannot be included in the amount due, therefore, that fee has been deducted from the total amount due to Plaintiff.

Please review for accuracy, sign, date and return original completed document to our office at your earliest opportunity, so that we may apply for Final Judgment.

Thank you for your attention.

Very truly yours,  
FRANK J. MARTONE, P.C.

Amy Lazas,  
Foreclosure Paralegal  
Direct Dial: (973)473-3000 Ext. 533  
Direct Fax: (973)473-3243  
Email: [alazas@martonelaw.com](mailto:alazas@martonelaw.com)

FRANK J. MARTONE, P.C.  
1455 BROAD STREET  
BLOOMFIELD, NJ 07003  
973-473-3000  
ATTORNEYS FOR PLAINTIFF

37.1328

BANK OF AMERICA, NA

Plaintiff

SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION  
ESSEX COUNTY

V.

Docket No.: F-17776-08

Civil Action

OCCUPANT; STATE OF NEW JERSEY;  
UNITED GUARANTY RESIDENTIAL  
INSURANCE COMPANY OF NORTH  
CAROLINA; PROSPECT TOWERS  
ASSOCIATION, INC.

CERTIFICATION OF AMOUNT DUE IN  
SUPPORT OF MOTION FOR ENTRY OF  
FINAL JUDGMENT

Defendant(s)

STATE OF PENNSYLVANIA  
COUNTY OF ALLEGHENY

CHARLES W ARMSTRONG of BAC Home Loans Servicing, LP (BAC), hereby certifies as follows:

1. I am authorized to sign this certification on behalf of, and as an officer, of BAC Home Loans Servicing, LP (BAC). BAC is the plaintiff's authorized servicing agent for the subject loan (the Loan) involving the debtor(s) named in the plaintiff's complaint. BAC has the plaintiff's authority to make the computations of amounts due. I am of full age and competent to testify to the matters stated herein.
2. The information in this certification and the following Schedule [A] is compiled from data in BAC's business records. As part of my job responsibilities for BAC, I have personal knowledge of BAC's procedures for creating these records. These records are: (a) made at or near the time of the occurrence of the matters recorded by persons with personal knowledge of the information in the business record, or from information transmitted by persons with personal knowledge; (b) kept in the course of BAC's

regularly conducted business activities; and (c) it is the regular practice of BAC to make such records. I have reviewed the attached business records, and I have personal knowledge of the facts set forth herein based upon a review of the attached business records.

3. Said records show there is due to the plaintiff in the action the sum of \$142,250.35. I reviewed the attached records, and per diem interest, as set forth in the annexed Schedule, will continue to accrue on the principal from April 1, 2011.
4. BANK OF AMERICA, N.A. is the holder of the Note and Mortgage.
5. Based on the attached records, there are no amounts to be set off or otherwise claimed against the indebtedness identified herein other than those set forth in Schedule A as of this date.

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.

Charles W Armstrong  
CHARLES W ARMSTRONG  
(Please type name underneath signature line.)  
Assistant Vice President

SWORN TO and subscribed before me this 28<sup>th</sup> day of MARCH,  
20 11, by CHARLES W ARMSTRONG, as an Assistant Vice President of  
BAC Home Loans Servicing, LP, a Texas limited partnership, on behalf of the limited  
partnership.  He/she ( ) is personally known to me or  produced driver's license as  
identification.

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL  
RANDILYNN ANN BLAKE, NOTARY PUBLIC  
SOUTH PYRAMUNING TWP, MERCER COUNTY  
MY COMMISSION EXPIRES OCT. 4, 2011

R. Seck  
Notary Public  
October 4, 2011  
My commission expires

MORTGAGE FORECLOSURE  
AMOUNT DUE SCHEDULE

NOTE AND MORTGAGE DATE \_\_\_\_\_

Recorder \_\_\_\_\_

Property Address \_\_\_\_\_

Mortgage Holder: \_\_\_\_\_

STATEMENT OF AMOUNT DUE:

Unpaid Principal Balance as of 4/1/11 \$101,313.00

Interest from 10/1/07 to 4/1/11 \$24,378.48

(Interest rate = 6.875% per year; \$19.0829 per day x 1,279 days)

Late Charges from 11/1/07 to 11/1/09 \$472.78

(33.77/mo x 6 mos.)=\$202.62  
Uncollected Late charge: \$270.16

Advances through 4/1/11 for:

Real Estate Taxes	\$15,865.09
Home Owners Insurance Premiums	\$0.00
Mortgage Insurance Premium	\$0.00
Inspections	\$221.00
Winterizing/Securing	\$0.00
Sub-Total of Advances	\$16,086.09
Less Escrow Monies	(\$0.00)
Net Advances	\$16,086.09
Interest on advances from --/-- to --/--	\$0.00
Other charges (specify)	\$0.00

Total Advances \$16,086.09

TOTAL DUE AS OF April 1, 2011 \$142,250.35

Date: 3/28/2011

CHARLES W ARMSTRONG  
Type or Print Lender's or Servicing Agent's Employee's Name

Surplus Money: If after the sale and satisfaction of the mortgage debt, including costs and expenses, there remains any surplus money, the money will be deposited into the Superior Court Trust Fund and any person claiming the surplus, or any part thereof, may file a motion pursuant to Court Rules 4:64-3 and 4:57-2 stating the nature and extent of that person's claim and asking for an order directing payment of the surplus money. The Sheriff or other person conducting the sale will have information regarding the surplus, if any. CN: 10170-English, Mortgage Foreclosure Amount Due Schedule (Appendix XII-J)-Effective 9/1/2008

**BAC Home Loans Servicing LP**  
**Account Information Statement**  
**Account#(last four digits) \_\_\_\_\_**

Borrower Name \_\_\_\_\_

Good Through Date:04/01/2011    Paid to Date:10/01/2007    Based on Date:03/16/2011

Unpaid Principal Balance 101,313.00

Interest 24,378.48

Change Date	Interest Rate(%)	No of Days
10/01/2007	6.875	1279

Payment Due Total 47,385.05

From Date	To Date	No of Payments Due	Amount(\$)	
11/01/2007	11/01/2007	1	875.47	875.47
12/01/2007	10/01/2009	23	1,134.38	26,090.74
11/01/2009	04/01/2011	18	1,134.38	20,418.84

Late Charges 472.78

Accrued Late Charges		202.62
Accrued Date	Amount(\$)	
11/01/2007	33.77	
12/01/2007	33.77	
01/01/2008	33.77	
02/01/2008	33.77	
03/01/2008	33.77	
11/01/2009	33.77	

Uncollected Late Charges 270.16

Advances Total 18,822.09

Escrow Advances	15,865.09	15,865.09
Taxes		

Date Paid	Description	Actual(\$)	Anticipated(\$)
10/16/2009	CITY TAX PMT	1,171.26	
05/05/2009	CITY TAX PMT	1,068.80	
01/29/2009	CITY TAX PMT	1,147.84	
10/21/2008	CITY TAX PMT	1,090.52	
08/15/2008	CITY TAX PMT	1,029.29	
04/11/2008	CITY TAX PMT	1,011.71	
02/20/2008	CITY TAX PMT	1,011.71	
10/22/2007	CITY TAX PMT	994.88	
08/05/2009	CITY TAX PMT	1,059.91	
02/12/2010	CITY TAX PMT	1,238.83	
04/27/2010	CITY TAX PMT	1,222.91	
08/06/2010	CITY TAX PMT	1,115.59	
10/25/2010	CITY TAX PMT	1,408.99	
02/07/2011	CITY TAX PMT	1,292.85	

MIP/PMI 0.00

Date Paid	Description	Actual(\$)	Anticipated(\$)
			0.00

Hazard Insurance 0.00

Date Paid	Description	Actual(\$)	Anticipated(\$)

Fee Due Advances 2,957.00

Foreclosure Fees	2,736.00
------------------	----------

Tran Date	Description	Actual(\$)	Anticipated(\$)
11/12/2008	ATTORNEY/TRUSTEE FEE	1,170.00	
11/12/2008	ATTORNEY/TRUSTEE FEE	25.00	
11/12/2008	ATTORNEY/TRUSTEE FEE	200.00	
11/12/2008	ATTORNEY/TRUSTEE FEE	225.00	
11/12/2008	ATTORNEY/TRUSTEE FEE	50.00	
11/12/2008	ATTORNEY/TRUSTEE FEE	50.00	
11/12/2008	ATTORNEY/TRUSTEE FEE	625.00	
11/12/2008	ATTORNEY/TRUSTEE FEE	46.00	
11/12/2008	ATTORNEY/TRUSTEE FEE	330.00	
11/12/2008	ATTORNEY/TRUSTEE FEE	15.00	

Bankruptcy Fees 0.00

Tran Date	Description	Actual(\$)	Anticipated(\$)

BAC Home Loans Servicing LP  
 Account Information Statement  
 Account#(last four digit

Borrower Name : \_\_\_\_\_

Good Through Date:04/01/2011    Paid to Date:10/01/2007    Based on Date:03/16/2011

Property Inspection Fees 221.00

Tran Date	Description	Actual(\$)	Anticipated(\$)
11/10/2009	INSPECTION-OCCUPIED	10.00	
10/07/2009	INSPECTION-OCCUPIED	10.00	
09/10/2009	INSPECTION-OCCUPIED	10.00	
08/06/2009	INSPECTION-OCCUPIED	10.00	
07/08/2009	INSPECTION-OCCUPIED	10.00	
06/05/2009	INSPECTION-OCCUPIED	10.00	
05/07/2009	INSPECTION-OCCUPIED	10.00	
04/07/2009	INSPECTION-OCCUPIED	10.00	
03/13/2009	INSPECTION-OCCUPIED	10.00	
02/12/2009	INSPECTION-OCCUPIED	10.00	
01/14/2009	INSPECTION-OCCUPIED	10.00	
12/10/2008	INSPECTION-OCCUPIED	10.00	
11/13/2008	INSPECTION-OCCUPIED	10.00	
10/28/2008	INSPECTION-OCCUPIED	1.00	
12/30/2009	INSPECTION-OCCUPIED	15.00	
02/23/2010	INSPECTION-OCCUPIED	15.00	
04/20/2010	INSPECTION-OCCUPIED	15.00	
09/30/2010	INSPECTION-OCCUPIED	15.00	
10/14/2010	INSPECTION-OCCUPIED	12.77	
10/14/2010	INSPECTION-OCCUPIED	2.23	
11/03/2010	INSPECTION-OCCUPIED	15.00	

Others 0.00

Tran Date	Description	Actual(\$)	Anticipated(\$)
-----------	-------------	------------	-----------------

Credits

Date Paid	Description	Actual(\$)	Anticipated(\$)
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Total Amount Owed 144,986.35

# Business Record Screen Prints.

FCT101-03 NBKKFOM 1st Mortgage Account Status 08:47:05 3/18/11  
STD360 Bank of America Home Loan SelfServ

Account Number: \_\_\_\_\_, Mortgage Name: \_\_\_\_\_  
PROPERTY ADDRESS MAILING ADDRESS

07017

ORIGINAL INFORMATION			
Original Principal:	102800.00	Sale Price:	0
Discount Held:	.00	Appraisal Date (MMYYC):	7/2006
Date of Mort/Cont:	7/28/2006	Appraisal Amount:	128500
DueDay/1st Pymt Due:	1 10/2006	Loan Purpose Code:	211
Maturity Date (MMYYC):	9/2036	Property Type:	.20
Loan Term/Remaining Term	360 / 347	Number of Units:	1
Interest Rate:	6.875	Late Charge Amount (F9-Dt1):	33.77
Annual Percentage Rate:	.000	DFees:	DCost:
State Code:	31	Grace Days:	15
FNMA County Code:	13	Census Tract:	101.00
Prepayment Penalty Cde/Trm:	0 / 000	Last Activity Date:	2/07/2011
Times Loan Assumed:	0	Last Analysis Date (MMY):	9/7
Date Last Assumed (MMYYC):			
Previous Owners Name:	BAC Mortgage 6165146215	Loan Pgm ID:	3
MIC/LGC (Y/N):	N Original LTV: 80.0000	Prompt ID# for Desc	
F3-Exit F2-Prev Scrn		F9-LcrRulDt1 F12-Bypass HELP	

FCT101-02 NBKKFOM  
STD360

1st Mortgage Account Status  
Bank of America Home Loan

08:47:02 3/18/11  
SelfServ

Account No : \_\_\_\_\_ Mortgage Name: \_\_\_\_\_

CURRENT BALANCE INFORMATION

CURRENT PAYMENT INFORMATION

Principal Balance:	101313.00	Principal/Interest Payment	675.33
Escrow Int/Bal	.00 / 15865.09-	GPM / Increase Pending:	.00
Prtl Bal/Avl	.00 /	*Escrow Payment:	200.14
Prtl Bal/Accrued (SI):	.00	Escrow Increase Pending:	.00
Uncollected Late Charges:	270.16-	Optional Insurance:	.00
Uncollected Escrow:	.00	HUD-Assistance or Buydown:	.00
Uncollected Fees:	2984.77-	MtgPmt: L/C not included	875.47
Interest Variance:	.00		

R/C Code: ..... Ln Type: 10 CONV Standard Loan  
Closed Code: 01 C.F.C. Phase Code/Date: 9 1/01/1900  
Warning Code: 05 Comp/Inv/Blk Codes: 02 2201403 600  
Lockout Code: 00 Div: CON-BRANCH Bch: 0030000 000 51222  
Certified Funds Req:  
Int PTD: 10/01/2007 Pmt PTD: 10/01/2007 YTD TAX/INT: 1292.85 / .00  
APP/FND/PYOFF/Sale Dt 11/16/2009 FHA/VA Case Number:  
Delinquent History: F F F F F F F F Mail Payments To PLANO ACH: 00  
Sec Mkt #: 000005200 Issue Dt: 1/01/2000  
Telephone: 1 Co-Mortgagor:  
F2-Prior F3-Exit F4-InReq F6-SRL Name F11-Refi F24-More

ATR110C

Attorney Referrals  
Investor Information Maintenance

3/18/11 08:47:19

Mode: DISPLAY

Investor Number . . . . : 2201403  
Investor Name . . . . : FNMA AA Main 0001  
Reporting Type . . . . : 2  
Investor Auto Refer . . : Y  
Foreclosure In Name Of : BAC HOME LOANS SERVICING, LP

---

---

Title In Name Of . . . : FEDERAL NATIONAL MORTGAGE ASSOCIATION

---

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REO Investor . . . . : 0  
Investor Class . . . . :                     

F3=Exit F12=Cancel

S420-02 NBKKFOM BUYDOWN FC ACCT F/U (DISPLAY) 3/18/11 08:46:55  
NJ- FNMA (2201403)/CONV(10) Bank of America Home Loans

Account#: \_\_\_\_\_ Mortgagor: \_\_\_\_\_  
Tech#: 196 - LPS-PILOT SEE MATRIX WC-LC-LQ: 05 00 U/C:  DEF: N DMG:  
D/B/S: 0030000 51222 Risk: \_\_\_\_\_ OCC: 2  
Paid-To: 10/01/07 Inv#: 1701954994 Last PI: 3/02/11 Sec:  
Note Rate: 6.875 Ins#/Ph#: / Wint: 1/01/01  
Princ: 101313.00 Atty#/Ph#: 212 / 973-473-3000 Cond: FAIR  
Fees Due: 2984.77- Atty: FRANK J. MARTONE P.C.  
Escrow: 15865.09- Follow-Up: \_\_\_\_\_ Tech Comms: \_\_\_\_\_  
Late Chg: 270.16- 3rd P-Sle: \_\_\_\_\_  
Partial: .00 Sale\$: \_\_\_\_\_

Mgmt Comments \_\_\_\_\_ Contest/LIT(Y/N)  Date \_\_\_\_\_  
Mgmt Follow-Up: \_\_\_\_\_ 1st Vacy Date: 07/00/00 1st Legal DDLN... \_\_\_\_\_  
Refer To Fcl... 4/09/08 Refer To Atty.. 4/09/08  
Complnt/NOD Fld 5/07/08 Lis Pendns Fld. 5/29/08 Service Cmplt.. 6/09/08  
Apprsl Order... \_\_\_\_\_ Apprsl Rec'd... \_\_\_\_\_ Apprsl\$.....00  
Final Judgmt.. \_\_\_\_\_ Publctn Begin.. \_\_\_\_\_ Sheriff Appr...00  
Sale/Asgn/Dil.. \_\_\_\_\_ Sale Date PI... \_\_\_\_\_ Military Afdvt.. \_\_\_\_\_  
Redemption Ex.. \_\_\_\_\_ Eviction Cmplt. \_\_\_\_\_ Affdvt to Atty 3/16/11  
Eviction Req... \_\_\_\_\_  
Marketable Titl \_\_\_\_\_ Property Redeem \_\_\_\_\_  
F1=LTR F2=PREV F3=EXIT F4=BKRPCY F5=FLD SRV F6=FEES F7=SER ACT F13=MORE KEYS

PPP10-02, NBK3RVP, STD Demand Request, Override Mode 04:46:41, 3/29/11  
 FOR INTERNAL USE ONLY. PAYOFF AMOUNT SHOWN IS NOT A BINDING PAYOFF AMOUNT.

Acct# CFC-Refi-No, Req/Date, Exp/Date, Inv, LT/SC, Req/Typ, Doc/Typ  
 871062586 0 3/29/11 3/30/11 2201403 1 0 F D

Principal Balance As Of	101,313.00			
Int 10/01/07 To 3/30/11	24,351.44	Per Diem	From	To
Expedited PO Svc Fee	.00	19.0829	3/01/11	3/30/11
PO Statement via Fax Fee	.00			6.8750
Recording Fee (Y/N)	40.00	Name And Property Address		
Reconveyance Fee (Y/N)	.00			
Uncollected Late Charges	472.78			
Mortgage Ins Premium	.00			
Prepayment Penalty	.00			
Fees Due	2,957.00			
Addtl Fees and Costs	.00	Title/Escrow	No.:	SelfServ
Borrower Prot. Plan	.00			
Early Closure Fee	.00	Addr		
**Total Amount To Payoff**	144,999.31	Addr		
Escrow Balance	15,865.09	City		
Partial Payment Bal	.00	Zip	FAX	
Buydown Funds	.00	Sent	3/29/11	Tel
Escrow Balance Included In Payoff Total				

F3Exit, F5WayFax, F6Hist, F7WayStmnt, F9FeeExcl, F10Proc, F12Prev, F13Fees

REC'D & FILED  
SUPERIOR COURT  
OF NEW JERSEY

W

FRANK J. MARTONE, P.C.  
1455 BROAD STREET  
BLOOMFIELD, NJ 07003  
973-473-3000  
ATTORNEYS FOR PLAINTIFF

MAY - 7 2008

37.1328

*Christine P. Higgins*  
ACTING CLERK

BANK OF AMERICA, NA

Plaintiff

SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION  
ESSEX COUNTY

V.

Docket No.: F-

*F 17776-08*

Civil Action

UNKNOWN OCCUPANTS ONE THROUGH  
TEN; STATE OF NEW JERSEY; UNITED  
GUARANTY RESIDENTIAL INSURANCE  
COMPANY OF NORTH CAROLINA;  
PROSPECT TOWERS ASSOCIATION, INC.

COMPLAINT IN  
MORTGAGE FORECLOSURE

Defendant(s)

Plaintiff, BANK OF AMERICA, NA, having its principal office at 475 CROSS POINT  
PARKWAY, GETZVILLE, NY 14068 says:

FIRST COUNT

1. On July 28, 2006 being indebted to BANK OF AMERICA,  
NA in the sum of \$102,800.00 executed to it a Note of that date to secure that sum with interest  
thereon from said date at the initial rate of 6.875% per annum on the unpaid balance until paid,  
said principal and interest to be paid in the monthly installments commencing on October 1, 2006  
and on said day of each month thereafter until the principal and interest are fully paid, except that  
the final payment of principal and interest, if not paid sooner, shall be due and payable on  
September 1, 2036.

2. To secure the payment of said Note, the said executed to  
BANK OF AMERICA, NA a mortgage in the amount of \$102,800.00 of even date with the Note  
thereby conveying to it, in fee, the land hereinafter described on the express condition that such

conveyance should be void if payment should be made according to the terms of the Note. Said mortgage was duly recorded on October 17, 2006 in ESSEX County in Book 11574 of Mortgages, Page 453. Said mortgage was not a purchase money mortgage.

3. The mortgaged premises are described as follows:

ALL THAT CERTAIN tract or parcel of land and premises situate in the City of EAST ORANGE, County of ESSEX and State of New Jersey:

SEE ATTACHED SCHEDULE "A"

commonly known as

- 3(a). The metes and bounds description contained in Schedule A attached hereto is the same description contained in the recorded mortgage referenced in Paragraph 2 above.

4. Said Note further provided that, in addition to the foregoing installments of principal and interest, the obligors promised to make monthly payments in the amounts and to be applied in the manner set forth in the mortgage securing the Note.

5. Said Note and mortgage contained an agreement that, should any default be made in the payment of any monthly installment on account of principal and interest, or any part thereof, if any of the other payments to be made by the obligors under the provisions of the mortgage securing the Note on the day whereon the same is payable as provided in the Note (it being agreed that a default in the payment of any installment under the Note shall exist only if not made good prior to the due date of the next installment) or in the mortgage, then and from thenceforth, the entire principal sum remaining unpaid, with all the arrearages of interest thereon, and all other payments provided in the mortgage, shall at the option of the obligee, its successors and assigns, become due and payable immediately thereafter although the period may not have expired.

6. Said Note and Mortgage contained an agreement that if any of the installments of taxes, assessments, water rents, charges, impositions or liens, levied upon the premises should

remain in default, the mortgagee may pay the same, and such amount paid shall be a lien on said lands, added to the amount of the mortgage debt and secured by this mortgage.

7. Said mortgage provides that the mortgagee may collect a late charge not to exceed 5.0% of each payment more than fifteen (15) days in arrears to cover an extra charge in handling delinquent payments.

8. During the course of this action, the plaintiff may be obligated to make advances for the payment of taxes, insurance premiums, and necessary expenses and curative payments to preserve the security, and such sums advanced under the terms of the Bond/Note, together with interest, are to be added to the amount due on the mortgage debt and secured by the plaintiff's mortgage.

9. On November 1, 2007, an installment of principal and interest, insurance and taxes became due and payable on plaintiff's mortgage and has not been paid. Plaintiff has elected that the whole of the unpaid principal and interest shall now be due.

10. The date of default is November 1, 2007.

11. \_\_\_\_\_ executed the Mortgage as unmarried person. The present marital status of \_\_\_\_\_ cannot be ascertained and defendant \_\_\_\_\_ the unknown spouse/domestic partner/civil union partner of \_\_\_\_\_ hereby named for any interest or right he/she may hold in the property. Any title interest, dower/curtesy or possessory right, if any, acquired by \_\_\_\_\_ was subsequent to the subject mortgage. Any interest or right \_\_\_\_\_ has in such property is subordinate and subject to the aforesaid mortgage.

12. Defendants set forth below are holders of docketed judgments in the Superior Court, and their liens are subordinate to that of plaintiff, and they are joined because of the judgment that they hold.

12(a). The State of New Jersey is hereby made a party defendant to this action by virtue of the following judgment(s).

Creditor: STATE OF NEW JERSEY  
Debtor:  
Judgment Number: ~~DJ-067460-2008~~  
Date Docketed: 03/26/08  
Type of Action: CERTIF OF DEBT  
Debt: \$4,224.00 (plus costs, fees and interest)

13. The following instruments or liens appear of record in the Office of the Clerk/Register of ESSEX County which affect or may affect the premises described herein all of which instruments or liens are subordinate to the lien of the mortgage set forth in Paragraph 2 above.

13(a). Mortgage from \_\_\_\_\_ to Bank of America, NA, dated July 28, 2006, recorded October 17, 2006, in Mortgage Book 11574, Page 472, in the amount of \$19,275.00.

13(a1). The above referenced mortgage was assigned by Assignment of Mortgage from Bank of America, NA to United Guaranty Residential Insurance Company of North Carolina, dated February 8, 2008, recorded April 8, 2008, in Mortgage Book 12128, Page 1323.

13(b). Condominium Lien by \_\_\_\_\_ Inc. against \_\_\_\_\_ dated January 25, 2006, recorded February 23, 2006, in Book 11084, Page 693, in the amount of \$5,124.00.

14. Defendants UNKNOWN OCCUPANTS ONE THROUGH TEN are joined as party defendants to this action because they are tenants/occupants in said premises and they may have a leasehold interest and possessory interest therein. However, no possession is sought against

any tenant/occupant protected by the New Jersey Anti-Eviction Statute (N.J.S.A. 2A:18-61.1, et seq.)

15. Any interest or lien which any of the defendants herein has or claims to have in or upon the said mortgaged premises or some part thereof is subject to the lien of plaintiff's mortgage.

16. The plaintiff has complied with the Notice requirement of section 4 of the Fair Foreclosure Act.

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 and 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. Plaintiff repeats any and all allegations of the First Count and makes same a part hereof as if repeated at length.

2. By reason of the default in the terms of the mortgage referred to in the First Count of the Complaint, and by reason of the terms of the mortgage, plaintiff is entitled to possession of the premises described in Paragraph 3 of the First Count.

3. Defendants

UNKNOWN OCCUPANTS ONE THROUGH TEN are now in possession of the

premises described in Paragraph 3 and have at all times deprived plaintiff of possession of said premises.

WHEREFORE, plaintiff demands judgment:

(a) That plaintiff, or the purchaser at the foreclosure sale recover possession of the mortgaged premises against said defendants or anyone holding under them.

(b) Damages for mesne profits.

(c) Costs.

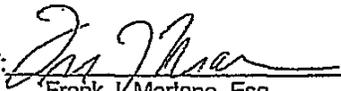
**CERTIFICATION**

In accordance with Rule 4:5-1, I hereby certify that the matter in controversy is not the subject of any action pending in any Court or of a pending arbitration proceeding. There is no other action or arbitration proceeding contemplated, nor is there any other party who should be joined in this action.

In accordance with Rule 4:64-1(a), I hereby further certify that a title search of the public record has been received and reviewed for the purpose of identifying any lienholders and/or other person and entities with an interest in the property that is subject to foreclosure. The effective date of the title search is April 15, 2008.

FRANK J. MARTONE, P.C.

Dated: May 5, 2008

BY:   
Frank J. Martone, Esq.  
For the Firm  
Attorney for Plaintiff

**NOTICE REQUIRED BY THE FAIR DEBT COLLECTION PRACTICES ACT 15 U.S.C. SECTION 1601 AS AMENDED**

1. The amount of the 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 will be assumed to be valid by the creditor's law firm, unless the debtors, 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 written request to the creditor's law firm within thirty days from the receipt of this notice, the name and address of the original creditor will be mailed to the debtor by the creditor's law firm.
6. Written request should be addressed to Fair Debt Collection Clerk, Law Office of Frank J. Martone, P.C., 1455 Broad Street, Bloomfield, NJ 07003.

**THIS IS AN ATTEMPT TO COLLECT A DEBT.  
ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

*Schedule A*  
**First American Title Insurance Company**

**SCHEDULE C**

**LEGAL DESCRIPTION**

File No

ALL that certain lot, parcel or tract of land, situate and lying in the City of East Orange, County of Essex, State of New Jersey, and being more particularly described as follows:

Being known and designated : a condominium, together with an undivided .006867 percentage interest in the common elements appurtenants thereto, in accordance with and subject to the terms, limitations, conditions, covenants, restrictions and other provisions of the Master Deed dated October 8, 1987 and recorded on November 10, 1987, in the Essex County Register's Office in Deed book 5000 page 542, and all amendments thereto.

FOR INFORMATIONAL PURPOSES ONLY: Also known :  
Orange Tax Map.

FRANK J. MARTONE, P.C.  
1455 BROAD STREET  
BLOOMFIELD, NJ 07003  
(973) 473-3000  
ATTORNEYS FOR PLAINTIFF

37.1328

RECEIVED / FILED  
SUPERIOR COURT

2000 JUL 25 P 3:20

BANK OF AMERICA, NA

Plaintiff

SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION  
ESSEX COUNTY

V.

Docket No.: F-17776-08

Civil Action

UNITED GUARANTY RESIDENTIAL  
INSURANCE COMPANY OF NORTH  
CAROLINA; PROSPECT TOWERS  
ASSOCIATION, INC.

CERTIFICATION OF INQUIRY <sup>And Marking</sup> AS TO OUT  
OF STATE SERVICE FOR: UNITED  
GUARANTY RESIDENTIAL INSURANCE  
COMPANY OF NORTH CAROLINA

Defendant(s)

Frank J. Martone, Esq., of full age, does hereby certify as follows:

1. I am the attorney for the Plaintiff in the above-entitled matter and the person actually entrusted with the conduct and management thereof.

2. I made diligent and careful inquiry in the manner required by law and the Rules of this Court to ascertain the place of business of UNITED GUARANTY RESIDENTIAL INSURANCE COMPANY OF NORTH CAROLINA.

3. In all of the inquiries made, I stated that I was about to or that I had instituted a suit (depending on the date of the inquiry) to foreclose the mortgage on property located at \_\_\_\_\_ owned by \_\_\_\_\_ and \_\_\_\_\_ that the purpose of my inquiry was to give it notice of the suit so that it could appear in defense of same. When my inquiry was by mail, I enclosed a stamped, preaddressed envelope with the postage fully paid thereon, sufficient for the return of an answer.

4. UNITED GUARANTY RESIDENTIAL INSURANCE COMPANY OF NORTH CAROLINA is hereby made a party to this action by virtue of the fact that it hold(s) a Mortgage that may affect the mortgaged premises and the mortgage being foreclosed herein.

5. I have personal knowledge, based upon the following investigative efforts, that the defendant's place of business is at 230 NORTH ELMS ST., P.O. BOX 20597, GREENSBORO, NC 27401:

6. On May 17, 2008, I reviewed the title search and the copy of the defendant's Mortgage contained therein. I noted that the Mortgage listed an address for defendant(s), UNITED GUARANTY RESIDENTIAL INSURANCE COMPANY OF NORTH CAROLINA, as 230 NORTH ELMS ST., P.O. BOX 20597, GREENSBORO, NC 27401, which is the defendant's principal place of business.

7. On May 13, 2008, I forwarded a letter to the Postmaster of Greensboro, NC, requesting a forwarding address, if any, for the defendant(s), UNITED GUARANTY RESIDENTIAL INSURANCE COMPANY OF NORTH CAROLINA. The Postmaster responded has yet to respond to our inquiry.

8. A search of the records of the Department of Treasury, Secretary of State of New Jersey did not disclose any information for the defendant UNITED GUARANTY RESIDENTIAL INSURANCE COMPANY OF NORTH CAROLINA.

9. A search of the records of the local telephone directory did not disclose any information for the defendant UNITED GUARANTY RESIDENTIAL INSURANCE COMPANY OF NORTH CAROLINA.

10. Pursuant to the Rules of the Superior Court of New Jersey with respect to out of state service, this office did mail on May 17, 2008, by both regular mail and by Certified Mail, Return Receipt Requested, a copy of the Summons and Complaint and Amend to the defendant(s) at the address listed on the Mortgage as 230 NORTH ELMS ST., P.O. BOX 20597, GREENSBORO, NC 27401.

11. Annexed hereto is a copy of the Summons which requires the defendant to answer the foreclosure Complaint within thirty-five (35) days after service upon it.

12. The Certified mail return receipt card was returned to this office, signed by the defendant. Furthermore; the regular mail was not returned to this office and presumably has been received by the defendant.

13. 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: July 14, 2008

  
Frank J. Martone, Esq.