

Note

CERTIFIED
TRUE
COPY

MIN: 10032380000135153

NOTE

Loan Number: _____

APRIL 4, 2007
[Date]

CARMEL
[City]

INDIANA
[State]

[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 276,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is AMERICAN PARTNERS BANK, A FEDERAL SAVINGS BANK

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 6.250 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 1st day of each month beginning on JUNE 1, 2007. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on MAY 1, 2037 I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 11595 N. MERIDIAN ST, SUITE 250, CARMEL, INDIANA 46032

or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 1,699.38

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit;

Borrower Initials: _____

MULTISTATE FIXED RATE NOTE- Single Family
Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Form 3200 1/01

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and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep

Borrower Initials: _____

the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

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

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

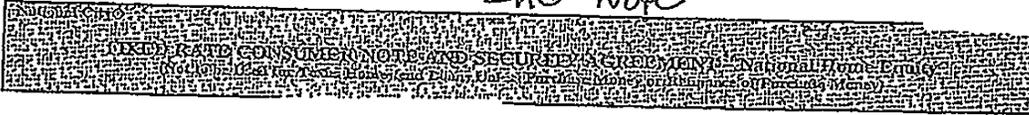
WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

____ (Seal)
-Borrower

[Sign Original Only]

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2nd Note



1. DEBTOR(S)

Date 4/04/2007

Address

2. DEFINITIONS AND GENERAL TERMS. "You" or "your" means the undersigned Debtors. "We", "our" or "us" means National City Bank, 6750 Miller Road, Brooksville, Ohio 44141, and its successors and assigns. "Note" means this promissory note and security agreement and all related attachments and addenda. "Loan" means the loan evidenced by this Note. Property means the real estate securing the payment of this Note described in Section 4. "Disclosure Statement" means the separate federal truth-in-lending disclosure statement of even date provided to you, the terms of which are incorporated by reference in this Note. Disclosures in the Disclosure Statement are contract terms. You agree that we are making this Loan directly to you. The Section headings of this Note are a table of contents and not contract terms.

3. PROMISSORY NOTE. For value received, you, intending to be legally bound, jointly and severally promise to pay to our order the principal sum of \$ 34,400.00, which includes a prepaid finance charge of \$ 378.00 plus interest from the date of this Note on the principal sum outstanding and other sums owed under this Note at the per annum rate of 8.25%, payable as described in the payment schedule in the Disclosure Statement. You agree that all past due and unpaid charges owed, including past due interest, may be capitalized and earn interest by adding them to the principal balance of this Note. Interest will be computed on a simple interest basis based upon a 365-day year, but calculated on actual days. Accordingly, your payment history could affect the amount you will pay under this Note.

4. PROPERTY

5. DISBURSEMENT OF PROCEEDS. You authorize us to disburse all proceeds of this Loan by check, draft, electronic transfer or in such other form or manner as we choose in our sole discretion.

6. LATE CHARGE; RETURNED INSTRUMENT CHARGE; DEFERRAL CHARGE; DOCUMENT REQUEST CHARGE. If all or any portion of any monthly payment is not received within 10 days after it is due and we do not accelerate the entire balance owing under this Note, you agree to pay a late charge. This late charge will be the greater of 10% of the unpaid monthly payment or \$10. If any check, draft, negotiable order of withdrawal, or other similar instrument is returned to us unpaid for any reason, you agree to pay a returned instrument charge. This returned instrument charge will be \$25. If we, in our sole discretion, permit you to defer any payment(s) you agree to pay a deferral charge for each payment deferred. If you request copies of any documents related to this Loan, you agree to pay a document request charge for the service of providing copies. This document request charge will be \$6 per copy. We will not charge you for documents we are required to provide you by law.

7. INSURANCE. You are required to insure the Property until this Loan is paid in full or we sell the Property. You have the risk of loss of the Property and will be responsible for its loss or damage. You agree to obtain primary insurance coverage (including funding existing coverage) from any insurer you want that is acceptable to us, provided that the insurer is authorized to do business in the state or jurisdiction where the Property is located or is an eligible surplus lines carrier, in the following types and amounts with us listed as loss payee: (a) fire, "all risk" perils and flood insurance required by law; and (b) all other insurance required by applicable law. You must keep the Property fully insured against loss or damage on terms which are acceptable to us to the extent provided by law. All insurance proceeds we receive (including a refund of premium) may at our option reduce the indebtedness of this Note or be used to repair or replace the Property. If the Property is destroyed, you must still pay us whatever you owe under this Note. If you fail to maintain the required insurance, we may at our sole option obtain coverage at your expense which we believe is necessary to protect our interests in the Property. You agree to pay the expense of such insurance on demand or agree that we may add such expense to this Loan. You acknowledge that insurance we purchase may cost substantially more than insurance you could purchase. Failure of your insurer to pay a claim, or any part of a claim, will mean you do not have the insurance required by this Note. You also agree to us any other insurance proceeds related to the Note or our interest in the Property. You must promptly provide us with evidence of insurance and proof of payment of insurance premiums upon our request, and all policies must provide us with a minimum of 10 days prior notice of cancellation or material change in coverage. Our mailing address for purposes of this Section is: P.O. Box 91596, Cleveland, OH 44101-0956. You irrevocably authorize us as your agent and on your behalf, which authorization will survive your incompetence, to negotiate, send and receive any claim under your insurance or under any insurance with a third party insurer related to the Property, and to receive and sign all related papers and documents on your behalf including, checks, drafts and other funds payable to you.

8. PREPAYMENT. You may voluntarily prepay the principal sum of this Note in part at any time. If you voluntarily prepay the principal sum of this Note in full, you agree to pay a voluntary prepayment charge which will be equal to the greater of 0% of the principal balance at the time of prepayment or \$ 0.00. You will only be charged this voluntary prepayment charge during the first 0 months of this Note. If we accelerate the entire balance owing under this Note due to your default, you agree to pay an involuntary prepayment charge which will be equal to \$ 0.00. No portion of the prepaid finance charge described in Section 3 will be refunded. Subject to Section 3, you authorize us to apply all prepaid sums to the indebtedness of this Note in any manner we elect.

9. SECURITY AGREEMENT. To the extent permitted by law you grant us a security interest and waive all applicable property exemptions and homestead rights (unless the Property is located in Texas) in the following property to secure performance of your obligations under this Note and (except for the Property if it is a principal residence) your obligations under any other agreement with us or our affiliates: (a) the Property including all equipment, parts, accessories and personal property which is a fixture of the Property except "household goods" as defined by 12 C.F.R. 227.12(d) unless purchased with the proceeds of this Loan. If we have a prior lien on your principal residence as security for future obligations, we waive such security as to this Note only; (b) proceeds and unearned premiums of any Property insurance; (c) all of your deposit accounts with us or our affiliates (except individual retirement accounts); and (d) substitutions, replacements, products and proceeds of the foregoing. Our security interest will be a purchase money security interest if any of the foregoing are purchased with the proceeds of this Loan. You agree that we are not a fiduciary with respect to our security interest. You further agree that we may at any time apply proceeds and unearned premiums and refunds of any Property insurance to reduce the indebtedness of this Note, even if you are not in default. Upon our request, you will deliver any documents that are necessary for us to perfect our security interest. You will defend at your expense our security interest in the Property. To the extent permitted by law, you agree to pay all actual costs imposed in release our interests in the Property.

10. PROPERTY MAINTENANCE AND USE. You will promptly pay all fees, fines, and taxes related to this Loan and the Property. You will maintain the Property in good condition except for ordinary wear and tear, and keep it free from all liens, encumbrances, fines and adverse claims. You will make all needed repairs. You will not make any changes to the Property that will decrease its value or decrease its functionality without our prior written consent. You will permit us to inspect the Property at a time which is reasonably convenient. If you do not do any of the foregoing, we may do so at our sole option and add the costs to this Loan or require you to provide us with additional collateral. You will not use, or permit others to use, the Property: (a) in violation of any law; (b) contrary to the provisions of any insurance policies covering the Property or in a manner that would invalidate any warranty or (c) for any business, commercial or agricultural purpose unless this Loan is explicitly for such a purpose.

NHEFRN1 (07/03)



FRNOTE-MULTI-V1_3

11. **DEFAULT AND REMEDIES.** You will be in default under this Note if: (a) you fail to make any payment or pay other amount owing under this Note when due; (b) you fail to keep any of your agreements under this Note or under any other agreement with us or our affiliates; (c) a bankruptcy petition is filed by or against you; (d) you have provided false or misleading information to us; (e) you die or are declared incompetent or incapacitated; (f) the Property or any other property for which we or our affiliates possess a security interest is lost, stolen, destroyed, determined by us to be unmarketable for use, seized, impounded or threatened with, or subject to, levy, attachment, condemnation, forfeiture or other administrative or judicial proceeding; or (g) you are in default on any obligation that is secured by a lien on the Property. If you are in default, in addition to any other rights and remedies we have under law and subject to any right you may have to cure your default, we may do any of the following: (aa) accelerate the entire balance owing under this Note after any demand or notice which is required by law, which entire balance will be immediately due and payable. You will pay us interest on this balance at the rate set forth in this Note including after default and acceleration and after any judgment; (bb) demand that you vacate the Property and make it available to us at a time which is reasonably convenient. You agree to comply with such demand; (cc) sell, lease, or otherwise dispose of the Property. Our disposal of the Property will not release you from any of your obligations and you will pay us any balance owing under this Note; (dd) recover all expenses related to retaking, holding, preparing for sale and selling the Property and reasonable collection costs, attorneys' fees (unless you are a resident of New Hampshire, in which case we may not recover our attorneys' fees from you) and legal expenses as permitted by 11 U.S.C. 506 and applicable state law; and/or (ee) setoff any of your deposit accounts with us or our affiliates (except individual retirement accounts) without demand or notice.

12. **PROPERTY CONDITION.** You agree that with respect to any Property: (a) it is free from all material defects, in proper operating order and fit for all intended purposes; (b) that our making this Loan was based in part upon the value and condition of them as represented by you; (c) we did not directly or indirectly offer, sell or provide it to you; and (d) we are not a seller, supplier, merchant or warrantor. Accordingly, except for specific rights afforded by state law, any claims relating to the Property, including any defect or warranty related to it, are not our responsibility.

13. **ADDITIONAL AGREEMENTS.** You agree that: (a) you may not sell or assign this Note, the Property or any of its benefits or obligations without our prior written consent. We own this Note and may assign this Note or any of its benefits or obligations at any time without your consent; (b) this Note is between you and us and except for successors or assigns as provided by this Note, this Note will not confer any rights upon any third party; (c) our rights and remedies in this Note are not exclusive; (d) we may waive or delay the enforcement of our rights under this Note without waiving or otherwise affecting such rights; (e) the provisions of this Note are only to the extent permitted by applicable law. Any part of this Note which cannot be enforced will be void, but the remaining parts will remain in effect; (f) you waive notice of dishonor, protest, presentment, demand for payment (subject to any right you may have to cure your default), waiver, delay and all other notices or demands in connection with this Note; (g) you waive all defenses relating to impairment of recourse or collateral, and we can change any term of this Note, release any collateral or release any obligor by agreeing with any one party without notifying or releasing any other party; (h) we can correct errors in this Note as provided in 15 U.S.C. 1648 upon notice to you even if they are contract terms and you agree to be bound by such corrections. Upon our request, you will promptly re-execute this Note to correct errors in the Note. You can change any term of this Note only in a writing signed by us; (i) the Bank is a national bank located in Ohio and Bank's decision to make this Loan to you was made in Ohio. Therefore, this Note shall be governed by and construed in accordance with (1) Federal laws and regulations including but not limited to 12 USC § 65 and (2) the laws of Ohio, to the extent Ohio laws are not preempted by federal laws or regulations, and without regard to conflict-of-law principles; (j) this Note describes all agreements between you and us with respect to the Loan and there are no other agreements. An electronic or optically imaged reproduction of this Note or any other document related to your Loan constitutes an original document and may be relied on in full by all parties to the same extent as an original; (k) except as otherwise required by law, we are authorized to mail any notice or other correspondence to you by first class mail to your last known address indicated on our records; (l) you will provide us with 10 days prior written notice of any change in any information contained in your application including a change in your name or address. Except as otherwise specified, all notices and payments to us must be sent to P.O. Box 5700, Cleveland, OH 44101-0570, or such other place as we may designate. Our failure or delay in providing you billing statements or other payment instructions will not relieve you of your obligations under this Note; (m) all payments must be in lawful money of the United States; (n) if you are a natural person you are competent to enter into this Note and if you are other than a natural person, the person signing on behalf of you represents that they are authorized to enter into and execute this Note; (o) we will not be responsible for any personal items in or on vacated Property. We will make a reasonable effort to return such items to you or have you reclaim them from us provided you notify us within 5 business days of our taking possession and identify such items. Even if you notify us, you abandon to us any personal items not reclaimed from us within 10 business days of our taking possession; (p) we may accept late payments or partial payments without losing any of our rights. If your payment is marked with the words "Paid in Full" or similar language, you must send your payment to National City, 6750 Miller Road, Brecksville, Ohio 44141, Locator No. 7207. If your payment is made to any other address, we may accept the payment without losing any of our rights; (q) our application of your payments or other proceeds will be deemed reasonable unless another method is required by law, in which case that method will be deemed reasonable; (r) this Note will be binding and inure to the benefit of you and us and our respective successors and assigns; (s) except as otherwise prohibited by law, Bank may provide to others, including but not limited to, consumer credit reporting agencies, information about our transactions and experiences with you. Also, Bank and its affiliates (collectively "National City") may share with each other all information about you for the purposes, among other things, of evaluating credit applications or offering products and services that National City believes may be of interest to you. Under the Fair Credit Reporting Act there is certain credit information that cannot be shared about you (unless you are a business) if you tell National City by writing to National City Corporation, Attention: Office of Consumer Privacy, P.O. Box 4063, Kansasville, WI 53099. You must include your name, address, account number and social security number; (t) the annual IRS Form 1098 will be issued only to the first borrower listed on this Note at origination and the designation of a borrower as first cannot be changed subsequently; (u) we are authorized to sign on your behalf any document required to enforce our interests under this Note; (v) disclosures included in this Note but not required by law are not an admission or waiver of rights by us; (w) all actions under this Note regarding our consent are at our sole discretion, and such consent may be withheld for any reason; (x) our typewritten name in Section 2 will constitute our signature for purposes of this Note; (y) we have an established business relationship with you, and unless otherwise prohibited by law, National City may contact you to offer you products and services that National City thinks may be of interest to you. Such contacts are not unsolicited, and National City may contact you with an automated dialing and announcing device or by fax, email or other form of electronic communication and we may monitor telephone calls with you to assure quality service; (z) you will pay all fees we charge you in connection with this Loan including those indicated on any Good Faith Estimate or HUD-1/LEADTA provided in connection with this Loan, which will be nonrefundable to the extent permitted by law; (aa) all amounts owed under this Note will be without relief from valuation consumers under applicable law or regulations; and (ab) in this Note, the term "affiliate" means current and former affiliates of National City Bank, including, but not limited to, the following National City Corporation subsidiaries: National City Home Loan Services, Inc., First Franklin Financial Corporation, Madison Bank and Trust Company and National City Mortgage Co.

14. **ADDITIONAL NOTICES.** The following notices are given by Bank only to the extent not inconsistent with 12 U.S.C. Section 65 and related regulations and opinions, and/or the choice of law provision set forth herein (with respect to which Bank expressly reserves all rights). You acknowledge receipt of the following notices before becoming obligated. For purposes of the immediately following Notice to Assigner, "Bank" means us.

NEEFRNZA (06/05)



FRNOTE-MAT-V1_2

NOTICE TO COSIGNER

You are being asked to guarantee this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility. You may have to pay up to the full amount of the debt if the borrower does not pay. You may also have to pay late fees or collection costs, which increase this amount. The bank can collect this debt from you without first trying to collect from the borrower (and after proper notice to you if you are a "cosigner" as defined by Illinois or Michigan law). The bank can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages (unless you receive wages in North Carolina, Pennsylvania, South Carolina or Texas) etc. If this debt is ever in default, that fact may become a part of your credit record. This notice is not the contract that makes you liable for the debt.

NOTICE TO ALL SIGNERS

You are hereby notified that a negative credit report reflecting on your credit record may be submitted to a consumer (credit) reporting agency if you fail to fulfill the terms of your credit obligations. If you believe that we have information about you that is inaccurate or that we have reported or may report to a credit reporting agency information about you that is inaccurate, please notify us of the specific information that you believe is inaccurate by writing to National City, P.O. Box 94982, Cleveland, Ohio 44101, Attn: Credit Bureau Disputes, Lencor 7113.

If the Property is located in California: Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of the Property.

If the Property is located in Colorado: The dollar amount of the finance charge disclosed to you for this credit transaction is based upon your payments being received by us on the date payments are due. If your payments are received after the due date, even if received before the date a late fee applies, you may owe additional and substantial money at the end of the credit transaction and there may be little or no reduction of principal. This is due to the accrual of daily interest until a payment is received.

If the Property is located in Florida: Florida Documentary Stamp Tax in the amount required by law has been paid or will be paid directly to the Department of Revenue, and Florida Documentary Stamps have been placed on the taxable instruments as required by Chapter 201, Florida Statutes.

If the Property is located in Iowa (this is a consumer credit transaction) or Kansas: **NOTICE TO CONSUMER: 1. Do not sign this paper (agreement) before you read it. 2. You are entitled to a copy of this paper (agreement). 3. You may prepay the unpaid balance at any time and in accordance with law you will not be entitled to receive a refund of unearned charges. 4. If you prepay the unpaid balance, you may have to pay a prepayment penalty.**

If the Property is located in Iowa and the principal amount of this Loan exceeds \$20,000: **IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.**

If the Property is located in Maryland: We elect Subtitle 10, Credit Grantor Closed End Credit Provisions, of Title 12 of the Commercial Law Article of the Annotated Code of Maryland.

If the Property is located in Massachusetts: If the amount of this Loan is \$100,000 or more, we elect Minn. Stat. § 334.01.

If the Property is located in Missouri: Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt (including promises to extend or renew such debt) are not enforceable. To protect you (borrower(s)) and us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.

If the Property is located in New York: **YOU SHOULD CHECK WITH YOUR LEGAL ADVISOR AND WITH OTHER MORTGAGE LIEN HOLDERS AS TO WHETHER ANY PRIOR LIENS CONTAIN ACCELERATION CLAUSES WHICH WOULD BE ACTIVATED BY A JUNIOR ENCUMBRANCE.**

DEFAULT IN THE PAYMENT OF THIS LOAN AGREEMENT MAY RESULT IN THE LOSS OF THE PROPERTY SECURING THE LOAN. UNDER FEDERAL LAW, YOU MAY HAVE THE RIGHT TO CANCEL THIS AGREEMENT. IF YOU HAVE THIS RIGHT, THE CREDITOR IS REQUIRED TO PROVIDE YOU WITH A SEPARATE WRITTEN NOTICE SPECIFYING THE CIRCUMSTANCES AND TERMS UNDER WHICH YOU CAN EXERCISE THIS RIGHT.

If the Property is located in North Dakota: **THIS OBLIGATION MAY BE THE BASIS FOR A PERSONAL ACTION AGAINST THE PROMISOR OR PROMISORS IN ADDITION TO OTHER REMEDIES ALLOWED BY LAW.**

If the Property is located in Oregon: **NOTICE TO THE BORROWER: Do not sign this loan agreement before you read it. The loan agreement provides for the payment of a penalty if you wish to repay the loan prior to the date provided for repayment in the loan agreement.**

If the Property is located in Texas: **THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.**

If the Property is located in Vermont: **NOTICE TO CO-SIGNER: YOUR SIGNATURE ON THIS NOTE MEANS THAT YOU ARE EQUALLY LIABLE FOR REPAYMENT OF THIS LOAN. IF THE BORROWER DOES NOT PAY, THE LENDER HAS A LEGAL RIGHT TO COLLECT FROM YOU.**

If the Property is located in Wisconsin: **NOTICE TO CUSTOMER: (a) DO NOT SIGN THIS BEFORE YOU READ THE WRITING ON THE REVERSE SIDE, EVEN IF OTHERWISE ADVISED. (b) DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES. (c) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN. (d) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS AGREEMENT AND YOU WILL NOT BE ENTITLED TO A PARTIAL REFUND OF THE FINANCE CHARGE.**

NR08FRN3 (07/04)



FRNOTE-MULTI-V1_3

SIGNATURES: YOU HAVE READ AND AGREE TO ALL PROVISIONS OF THIS NOTE INCLUDING THOSE ON PAGES 1 THROUGH 3 AND IN THE DISCLOSURE STATEMENT WHICH IS INCORPORATED HEREIN BY REFERENCE. (1) DO NOT SIGN THIS NOTE BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES TO BE FILLED IN. (2) YOU ARE ENTITLED TO A COMPLETELY FILLED-IN COPY OF THIS NOTE BEFORE YOU SIGN IT. BY SIGNING THIS NOTE, YOU ACKNOWLEDGE THAT YOU HAVE READ AND RECEIVED A COMPLETED COPY OF THIS ENTIRE NOTE BEFORE SIGNING IT ON THE DATE SHOWN ON PAGE 1. SEE PAGES 1, 2 AND 3 AND THE DISCLOSURE STATEMENT FOR ADDITIONAL IMPORTANT TERMS AND CONDITIONS.

Type or print name of Debtor _____

X Debtor's signature _____

Type or print name of Debtor _____

X Debtor's signature _____

Type or print name of Debtor _____

X Debtor's signature _____

Type or print name of Debtor _____

X Debtor's signature _____

FOR MICHIGAN GUARANTORS ONLY: Guaranty Agreement. For value received, you the undersigned guarantor jointly, severally and unconditionally guarantee the payment of all sums owing under this Note when due and the performance by the Debtors of all premises contained in this Note. Upon default, we may proceed against any of you without first proceeding against any Debtor. The liability of each of you will be primary and will not be affected by any settlement, release, extension, renewal or modification of this Note whether or not by operation of law. Each of you voluntarily and knowingly waives all rights to any demands, preferences, notices and defenses of any kind or nature you might have in connection with this Guaranty. Each of you agrees to pay all expenses including reasonable attorneys' fees incurred by us if we have to enforce this Guaranty. Each of you acknowledges that you have read and agree to all terms of this Guaranty, Note and Disclosure Statement prior to signing below.

Type or print name of Guarantor _____

X Guarantor's signature _____

Type or print name of Guarantor _____

X Guarantor's signature _____

777 National City Depository

NHEERN4 (07/09)





ALLONGE

LOAN NUMBER:

BORROWER(S):

PROPERTY ADDRESS:

LOAN AMOUNT: \$276,000.00

DATE OF LOAN: April 4, 2007

WITHOUT RECOURSE

PAY TO THE ORDER OF:

Countrywide Bank, FSB

American Partners Bank

BY


Donald A. Bartolomucci

VICE PRESIDENT

BANK OFFICER OF American Partners Bank

Original Recorded
Mortgage

RECORDED
ELAINE M. FLYNN
MIDDLESEX CTY CLERK

After Recording Return To:
AMERICAN PARTNERS BANK
11595 N. MERIDIAN ST, SUITE 250
CARMEL, INDIANA 46032
Loan Number: 0000013515

2007 APR 18 AM 9:11

BOOK # _____
PAGE # _____
OF PAGES _____

This Instrument Prepared By:

[Space Above This Line For Recording Data]

MORTGAGE

MIN: 100323800000135153

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 APRIL 4, 2007, together with all Riders to this document _____
- (B) "Borrower" is _____ WIFE AND HUSBAND

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 AMERICAN PARTNERS BANK

Lender is a FEDERAL SAVINGS BANK organized and existing under the laws of INDIANA
Lender's address is 11595 N. MERIDIAN ST, SUITE 250, CARMEL, INDIANA 46032

(E) "Note" means the promissory note signed by Borrower and dated APRIL 4, 2007. The Note states that Borrower owes Lender TWO HUNDRED SEVENTY-SIX THOUSAND AND 00/100 Dollars (U.S. \$ 276,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than MAY 1, 2037.

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

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

Borrower Initials: _____

NEW JERSEY - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT - MERS
Form 3031 01/01 (02/01/07)

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B12302P0058

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

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

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

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

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

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

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

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

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

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

COUNTY of MIDDLESEX :
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

Borrower Initials: _____

NEW JERSEY--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT - MERS
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B12302P0059

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".

which currently has the address of

_____ (Street)

_____ ("Property Address");
_____ (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 seised 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

Borrower Initials: _____

B12302P0060

Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

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

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

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

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

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

Borrower Initials: _____

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shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

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

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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

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

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

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

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

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened.

Borrower Initials: _____

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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

Borrower Initials: _____

B12302P0063

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

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

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. 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.

Borrower Initials: _____

B12302P0064

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

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

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

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

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

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

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

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

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

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest

Borrower Initials: _____

B12302P0065

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

Borrower Initials: _____

BI2302P0066

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

Borrower Initials: _____

B12302P0067

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.

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.

Borrower Initials: _____

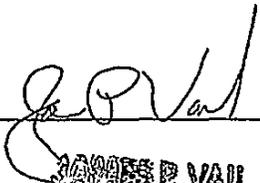
B12302P0068

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)
-Borrower

Signed, sealed and delivered in the presence of:



JAMES P. VAIL

CONTROL LAYOUTS, INC.

Land Surveyors

271 Cleveland Ave. PO Box 4319
Highland Park, NJ 08904
732/846-9100 Telephone
732/937-5793 Facsimile



122 West Main Street
Clinton, NJ 08809
908/730-8243 Telephone
908/730-8045 Facsimile

Legal Description
Our File No. 461-07
March 26, 2007

BEGINNING at a point on the Easterly Right of Way line of _____; (50.00 feet wide), said point being located 32.57 feet, more or less, Northerly from the terminus of a curve leading to the intersection of the aforesaid Easterly sideline of _____ with the Northerly Right of Way line of _____ (50.00 feet wide), if same were extended to form an intersection, said beginning point being also described in Deed Book 4624 Page 835; thence running

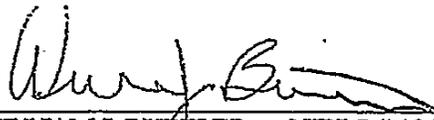
- 1) Along the aforesaid Easterly sideline of _____, North 15 degrees 37 minutes 40 seconds East, a distance of 55.00 feet to a point; thence
- 2) South 74 degrees 22 minutes 20 seconds East, a distance of 100.00 feet to a point; thence
- 3) South 15 degrees 37 minutes 40 seconds West, a distance of 55.00 feet to a point; thence
- 4) North 74 degrees 22 minutes 20 seconds West, a distance of 100.00 feet to a point on the aforesaid Easterly sideline of _____, said point being the point and place of BEGINNING.

BEING known and designated as _____, shown on a certain map entitled "Map of Haven Village-Section 2" filed in the Middlesex County Clerk's Office on August 19, 1954 as Map No. 1921 File No. 649.

BEING also known and designated as _____ 08 as shown on the Official Tax Map of the Borough of Sayreville, Middlesex County, New Jersey.

The above description being drawn in accordance with a survey prepared by Control Layouts, Inc. dated March 26, 2007.

B12302P0070


WILLIAM J. BUTLER NJPLS # 19451

[Space Below This Line For Acknowledgment]

State of New Jersey,

County of MIDDLESEX, ss

I CERTIFY that on APRIL 4, 2007,

personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument; and
- (b) executed this instrument as his or her own act.

Notary's Signature

Date

**JAMES P. VAIL
AN ATTORNEY AT LAW
OF NEW JERSEY**

Notary's printed or typed name

My commission expires: _____

B12302P0071

Assignment of Mortgage

159480371

ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS

THAT MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC., AS NOMINEE FOR AMERICAN PARTNERS BANK,

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. aka 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 sealing 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 4th day of April, 2007, made by

HER HUSBAND ON LANDS LOCATED IN the BOROUGH OF SAYREVILLE in the County of Middlesex and State of New Jersey, to secure the sum of TWO HUNDRED SEVENTY-SIX THOUSAND AND 00/100 DOLLARS (\$276,000.00), which mortgage is recorded on April 18, 2007 in the Office of the Clerk/Register of Middlesex County, State of New Jersey, in Book 12302 of mortgages at Page 0058-57

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 16 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 AMERICAN PARTNERS BANK

IN THE PRESENCE OF OR ATTESTED BY

Benjamin Hillis

Benjamin Hillis, Asst. Secretary
Attesting Secretary

Mary Kist

Mary Kist- Vice President



610

DB 001 001

JUOKH
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RECORDED
ELAINE H FLYNN
MIDDLESEX CTY CLERK

B01033P0772

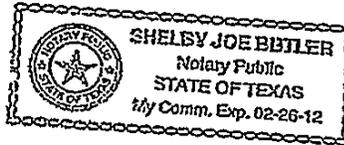
State of Texas, County of Collin SS.:

Be it Remembered, that on 16 Nov 2009, before me, the subscriber, personally appeared Mary Kist- Vice Presuent who, being by me duly sworn on his/her oath, deposes and makes proof to my satisfaction, that Benjamin Hillis-Asst. Secretary, is the Attesting Secretary of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC., AS NOMINEE FOR AMERICAN PARTNERS BANK, the Corporation named in the within Instrument; that Mary Kist is the 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 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,


Benjamin Hillis-Asst. Secretary
Attesting Secretary

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


(Notary)



ASSIGNMENT OF MORTGAGE

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC., AS NOMINEE FOR AMERICAN PARTNERS BANK

TO

BAC HOME LOANS SERVICING, L.P. F/K/A COUNTRYWIDE HOME LOANS SERVICING, L.P.

Record and Return to:
STERN, LAVINTHAL, FRANKENBERG & NORGAARD, LLC
293 Eisenhower Parkway - Suite 300
Livingston, New Jersey 07039

200908098

B01033P0773

COVER SHEET

COMPLAINT, CHECKLISTS AND
SUPPORTING DOCUMENTS

REFERENCE #

3281102

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 #

3281102

Loan #

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 _____

NBKLFOM
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 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. Does a printed copy of the Certification of Amount Due exist?	<input checked="" type="radio"/> Yes No	Next Steps - IF "YES" * Proceed to Step #3 Next Steps - IF "NO" * Escalate issue to Team Leader
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 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"/> 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 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?	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 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"/> 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>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? <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? <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? <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> 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 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> 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. 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> 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. 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> 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 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> 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. 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> No</p>	<p>Next Steps - IF "YES" * Proceed to Step #41</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>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> No</p>	<p>Next Steps - IF "YES" * Proceed to Step #42</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 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><input checked="" type="radio"/> Yes <input type="radio"/> 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><input checked="" type="radio"/> Yes <input type="radio"/> 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><input checked="" type="radio"/> I completed</p>	<p>Next Steps - * Circle "I completed" and Proceed to step #45.</p>
<p>45. Update the Daily Manifest.</p>	<p><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>

DRAFT

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

Loan Number

3-28-11
Date Signed

Signer's Name

NRKCHDZ
Signer'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 '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!!

<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> Yes</p> <p>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> Yes</p> <p>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> Yes</p> <p>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> Yes</p> <p>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> Yes</p> <p>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> Yes</p> <p>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 <u>SCHEDULE A</u> of the Certification of Amount Due?</p>	<p> Yes</p> <p>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!!

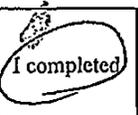
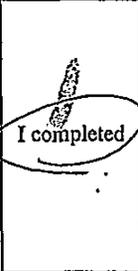
<p>22. Does the "Total" Interest amount in the SCHEDULE "A" of the Certification of Amount Due match the Total Interest amount on the Account Information Statement?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>	<p>Next Steps - IF "YES" * Proceed to Step #23</p> <p>Next Steps - 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>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</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>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?</p> <p><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</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>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</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>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</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>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</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>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</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>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</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 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> 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> 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> 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> 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> 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> 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> 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> 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>

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40. Read the Co mplaint and the Certification of Amount Due.		Next Steps - * Circle "I completed" in the response box and Proceed to Step # 41
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. DO NOT SIGN		Next Steps - * Circle "I completed" in the response box and Proceed to Step # 42
42. Circle "P ASS" at the top of page 1 unless "RETURN" has been circled.		Next Steps - Circle "I completed" and proceed to step #43
43. Update the Daily Manifest		Next Steps- Circle "I completed" and proceed to step #44.
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.		Next Steps - Circle "I completed" in the response box and return the file to the appropriate secure storage file cabinet

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

Loan Number _____

Date of QC 3-28-11

QC Associate Name _____

QC Associate NBK # NBK3RVP

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!!

<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><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><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><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><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><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><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 government issued ID (note BAC ID badge not acceptable)</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 "revision needed" secure storage file cabinet.</p>
<p>15. Does the space above Notary Public contain the notary's "wet" signature?</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 "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><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><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><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><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 - 3281102

RefId	BoxID	Loan Number	Status	Last Modified (Eastern)	Document Type	Attorney	Comment
3281102	B-ADCTX2011.3.28PT APA-00001		Shipping : QC Approve d Ready to Ship	System,3/28/2011 6:42:42 PM	NJ CAD TEST FILES	Stern, Lavinthal, Frankenberg & Norg,105 Eisenhower Parkway,Suite 302,Roseland,NJ,07068	
3281102	B-ADCTX2011.3.28PT APA-00001		QC : QC Approve d Ready to ship	NBK3RVP,3/28/2011 6:42:42 PM	NJ CAD TEST FILES	Stern, Lavinthal, Frankenberg & Norg,105 Eisenhower Parkway,Suite 302,Roseland,NJ,07068	
3281102	B-ADCTX2011.3.28PT APA-00001		QC : Decision Pending	NBK3RVP,3/28/2011 6:27:48 PM	NJ CAD TEST FILES	Stern, Lavinthal, Frankenberg & Norg,105 Eisenhower Parkway,Suite 302,Roseland,NJ,07068	
3281102	B-ADCTX2011.3.28PT APA-00001		QC : Ready to Receive	System,3/28/2011 5:09:24 PM	NJ CAD TEST FILES	Stern, Lavinthal, Frankenberg & Norg,105 Eisenhower Parkway,Suite 302,Roseland,NJ,07068	
3281102	B-ADCTX2011.3.28PT APA-00001		Notary : OATH given and Signature Witness ed	NBKYAED,3/28/2011 5:09:24 PM	NJ CAD TEST FILES	Stern, Lavinthal, Frankenberg & Norg,105 Eisenhower Parkway,Suite 302,Roseland,NJ,07068	
3281102	B-ADCTX2011.3.28PT APA-00001		Notary : Decision Pending	System,3/28/2011 4:37:26 PM	NJ CAD TEST FILES	Stern, Lavinthal, Frankenberg & Norg,105 Eisenhower Parkway,Suite 302,Roseland,NJ,07068	
3281102	B-ADCTX2011.3.28PT APA-00001		Signer : Checklist Approve	NBKCHDZ,3/28/2011 4:37:26 PM	NJ CAD TEST FILES	Stern, Lavinthal, Frankenberg & Norg,105	

			d			Eisenhower Parkway, Suite 302, Roseland, NJ, 07068	
3281102	B-ADCTX2011.3.28PT APA-00001		Signer : Decision Pending	NBKCHDZ, 3/28/2011 4:08:55 PM	NJ CAD TEST FILES	Stern, Lavinthal, Frankenberg & Norg, 105 Eisenhower Parkway, Suite 302, Roseland, NJ, 07068	
3281102	B-ADCTX2011.3.28PT APA-00001		Signer : Ready To Receive	System, 3/28/2011 3:56:45 PM	NJ CAD TEST FILES	Stern, Lavinthal, Frankenberg & Norg, 105 Eisenhower Parkway, Suite 302, Roseland, NJ, 07068	
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3281102	B-ADCTX2011.3.28PT APA-00001		Prep Team : Decision Pending	NBKKFOM, 3/28/2011 3:46:21 PM	NJ CAD TEST FILES	Stern, Lavinthal, Frankenberg & Norg,	Initial Data Load
3281102	B-ADCTX2011.3.28PT APA-00001		Prep Team : Ready To Receive	System, 3/28/2011 2:41:32 PM	NJ CAD TEST FILES	Stern, Lavinthal, Frankenberg & Norg,	Initial Data Load
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3281102	B-ADCTX2011.3.28PT APA-00001		Bank Box : Box Closed	NBKVSNB, 3/28/2011 2:37:32 PM	NJ CAD TEST FILES	Stern, Lavinthal, Frankenberg & Norg,	Initial Data Load
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		nt Added to Box				
32811 02	B- ADCTX2011.3.28PT APA-00001	Sort Team : Completed	NBKVSNB,3/28/2011 2:27:10 PM	NJ CAD TEST FILES	Stern, Lavinthal, Frankenberg & Norg,....	Initial Data Load
32811 02		Sort Team : Not Received	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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