

IN THE MATTER OF RESIDENTIAL  
MORTGAGE FORECLOSURE PLEADING  
AND DOCUMENT IRREGULARITIES

**Superior Court of New Jersey**

**Administrative Order 01-2010**

Docket No. F-238-11

SUPPLEMENTAL CERTIFICATION OF  
JOHN H. HARRIS ON BEHALF OF  
METLIFE HOME LOANS

JOHN H. HARRIS, of full age, hereby certifies as follows:

1. I am John H. Harris, an Assistant Vice-President of MetLife Home Loans, a division of MetLife Bank, NA ("MetLife Bank"). My statements herein are based on my personal knowledge or personal review of business records which I understand would be admissible in evidence in a New Jersey court. I submit this certification on behalf of MetLife Bank in response to the Court's questions in its letter of April 20, 2011, and in supplementation of the certification I previously provided in June 2011.

2. The document review, execution and notarization processes described in my earlier response to the Court's question (1), and referenced later in my response, apply to any document/certification done by MetLife Bank, including the pre-complaint verification/certification as well as post-complaint documents. When a loan is referred to an outside attorney, the referral package prepared by MetLife Bank contains copies of the imaged note, assignments, mortgage, demand letter as well as screen prints and other system-generated information (borrower(s) name, address(s), UPB, interest rate, due date, payment amount, foreclosing entity, current indebtedness amount, etc.) needed by the attorney to draft the complaint. The referral package is sent through the VendorScape case management system used by us and the attorney. The attorney then provides the draft of the complaint with all attachments and the checklist/certification form. The attorney typically also provides copies of most of the

documents needed for the Document Review package. Sample checklists used to prepare the package for by the attorney, and for the attorney's later use, are attached to this Certification.

3. The draft complaint is then reviewed by MetLife Bank. The first level reviewer then prints the complaint, checklist/certification form and all documents and system of record screen prints needed to verify the accuracy of all information and conditions contained in the complaint. The first level reviewer then validates the accuracy of the information in the complaint from the Review Package prepared from the system of record prints. If accurate, the complaint, checklist/certification and Review Package are delivered to the second level review/signer for the same accuracy review. If accurate, the checklist/certification form is completed and signed based on personal knowledge of the applicable business records. The executed checklist/certification is returned to the attorney and the executed form along with the complaint and Review Package are imaged. The person who verifies the accuracy of the complaint information based on personal knowledge and signs the certification may not be the same person who reviews and signs post-complaint documents: however, each certification/document undergoes the same two-level review and is executed only after verification of the accuracy of all information based on personal knowledge. The Quality Assurance group then reviews samples of the executed documents from the imaged packages.

4. MetLife Bank handles originals of documents such as notes, mortgages, and assignments as follows. A custodial file is created at the time of loan origination. The custodial file contains the original note, mortgage, and any assignment(s) and is held in the physical possession of the document custodian. The original documents in the custodial file are not destroyed after imaging and remain in the possession of the custodian. If original documents are requested by the attorney, the request is sent to the document custodian

who will directly deliver the requested documents to the attorney under a trust agreement. The custodian tracks the trust agreements as well as return of the original documents. The custodian will directly communicate with the attorney if the original documents are not timely returned.

5. My previous submission attached a "Document Overview," with a section titled "Document Notary" that also refers to "Notary Policy and Procedures." The "Document Overview" is a policy that controls the overall document preparation, review, execution and notarization processes. Several procedures relate to this policy, with "Document Notary" being one of them. The reference to "Notary Policy and Procedures" is to a guideline developed by the Compliance area, a copy of which is attached.

6. Our Document Review policy calls for a foreclosure specialist to review the documents uploaded by an attorney for accuracy before forwarding to the next level reviewer. MetLife Bank has procedures in place to make sure this policy is followed. Specifically, the second level review procedures are contained in the Document Execution procedures which are attached. These procedures provide for the same accuracy review to be performed by the document signer, based on the individual's personal knowledge of the applicable business records. These procedures are attached. Also attached are the applicable Quality Assurance policies and Procedures which also provide a cross-check and audit of the first and second level review as well as compliance with the document execution and notary process. The overall average time to perform the first level review of a document is 20-25 minutes per document and to perform the second level review is 15-20 minutes per document. These averages include both approvals and rejections and exclude the time related to the document execution process. The review time for a particular document depends on the complexity of the document. To illustrate,

the average time for both the first and second level review done in connection with the pre-complaint verification described in 1 is 30-35 minutes for each reviewer.

7. A copy of MetLife Bank's document and recording archiving policy is attached to this Certification.

8. The post-sale claim audit referred to in my earlier Certification is done on each loan that goes into foreclosure. The Quality Assurance reviews referred to in my earlier Certification are done daily and reported monthly. Compliance audits are done monthly in connection with foreclosure activities and internal audits are done quarterly in connection with foreclosure activity.

9. At a high level, the LPS/MSP system has several layers of security to the base system, each workstation and several screens. The security ranges from "no access" to "view only" to "transactions capability." Security is controlled by the system administrator in the IT area. Security for an individual is determined by the functions to be performed in the job, as determined by management and is granted by the system administrator. Security is reviewed quarterly. If, for example, a borrower establishes that a \$500 payment was not properly credited to the correct loan, only the Loan Corrections area has security to make the necessary changes. A daily activity report that included all such changes is then reviewed by management of that area. In addition, investors maintain independent financial records, and the servicing records and investor records are reconciled monthly. Also, transactional activity such as payment posting is reconciled to cash processing. The reversal of the \$500 from the incorrect loan and the application of the \$500 to the correct loan would be reflected in the MSP transactional history screens.

10. MetLife Bank's training in these areas is an ongoing activity and includes one-on-one instruction, mentoring, weekly "huddles," attorney-provided training, and formal classroom-style training. During the first quarter of 2011, all foreclosure employees were provided formal classroom-style training to establish a base knowledge level. The training was conducted over 5 days and involved 1 to 2 hour sessions.

11. MetLife Bank will accept partial payments or requests for modification after a foreclosure action has been filed. (For purposes of this Certification, I use "partial payment" to mean a "partial cure payment," i.e., 1 payment when 4 are due, as opposed to \$400 on a monthly payment of \$500). MetLife Bank seeks to pursue foreclosure avoidance alternatives, which include repayment plans and modification requests, throughout the foreclosure process up to 7 days prior to the scheduled sale date. Repayment plans started less than 7 days prior to sale will usually require receipt of an initial payment of half or more of the delinquency. A request for a modification received less than 30 days prior to the scheduled sale will involve expedited action by the borrower to provide the appropriate verified financial package required by the investor. Should a partial cure payment be received without an approved arrangement as to the remainder, the funds will be returned to the borrower. Additionally, MetLife Bank (with investor approval if required) will suspend foreclosure activity in connection with repayment and forbearance plans. In connection with other foreclosure alternatives such as modification requests, the foreclosure action will be put on hold at the point that the alternative is approved and will be closed at the point the alternative is completed (i.e., the modification agreement is signed and returned). Foreclosure suspensions, holds, and closure are all communicated to the attorney through VendorScape functions and messaging. In connection with the "suspend/hold/close" message sent through VendorScape, the attorney contact must confirm receipt of the message within 24

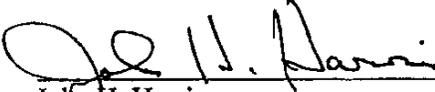
hours. Should there be less than 5 days remaining before sale, the foreclosure specialist will also call the attorney contact to advise of the action to be taken.

12. In paragraph 26 of my previous submission, only the first sentence refers to uncontested matters, and the remainder of that paragraph, and paragraph 27, refers to contested matters.

13. MetLife Bank consulted an independent consulting firm to develop its policies in these areas in April of 2011. Additionally, as soon as the OCC finalizes certain guidelines for its work, Ernst and Young will begin a review of a statistically representative sample of all of MetLife Bank's foreclosure files.

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

Dated: July 25, 2011

  
John H. Harris

**CHECKLIST FOR FILE STATUS AT COMPLAINT STAGE FOR ATTORNEY TO SIGN  
COMPLIANCE CERTIFICATION**

Loan # \_\_\_\_\_  
 Borrower Name: \_\_\_\_\_  
 Parker McCay P A # \_\_\_\_\_  
 Name of Client Contact Completing Form \_\_\_\_\_  
 Telephone Number/Direct Dial for Client Contract \_\_\_\_\_  
 Title of Client Contact \_\_\_\_\_  
 Major Responsibilities of Client Contact \_\_\_\_\_

Date and Time Form Completed \_\_\_\_\_

**The following document(s) reviewed by client contact for above loan.**

	Yes	No	N/A	Contact's Initials
Note	___	___	___	_____
Allonges/Endorsements	___	___	___	_____
Mortgage	___	___	___	_____
Assignment(s) of Mortgage	___	___	___	_____
Loan Modification(s)	___	___	___	_____
Breach Letter	___	___	___	_____

**The following pleading(s)' information reviewed by client contact for above loan:**

	Yes	No	N/A	Contact's Initials
<b><u>Complaint:</u></b>				
Name of Plaintiff (Holder of Note and Mortgage):	___	___	___	_____
Address of Plaintiff.	___	___	___	_____
Note information in paragraph #1 of the complaint	___	___	___	_____
Mortgage information in paragraph #2 of the complaint	___	___	___	_____
Chain of Assignments (Paragraphs _____ - _____ of the complaint)	___	___	___	_____
Borrower's Name(s) in paragraph #1 - 2 of the complaint	___	___	___	_____
Date of Default - Paragraph _____ of the complaint	___	___	___	_____
Breach letter sent out more than 31 days ago	___	___	___	_____

I the undersigned, an authorized representative/employee of the plaintiff in the related foreclosure action pending with the Superior Court of New Jersey, Docket #F-\_\_\_\_\_, have reviewed/verified all of the documents checked off herein and find the information/documentation to be true and accurate to the best of my knowledge, information and belief

\_\_\_\_\_  
Signature

**Certification of Diligent Inquiry Regarding Residential Mortgage Foreclosure Complaints**

**File No.:**  
**Loan No.:**  
**Property Address:**  
**Plaintiff:**

**Borrower(s):**

I, \_\_\_\_\_, hereby certify as follows:

1. I am an employee of \_\_\_\_\_.
2. My title is \_\_\_\_\_.
3. My responsibilities are

\_\_\_\_\_  
\_\_\_\_\_

4. My employer, \_\_\_\_\_, is

\_\_\_\_\_ (a) The Plaintiff in the proposed foreclosure complaint regarding the above referenced loan number.

\_\_\_\_\_ (b) The Servicer for the Plaintiff identified in the proposed foreclosure complaint regarding the above referenced loan number, and is authorized to act on behalf of the Plaintiff

5. I have personally reviewed the proposed complaint, as well as the corresponding debt instrument or note, mortgage and assignments referenced in the proposed complaint, and based on my personal review of the business records kept in the regular course of business by my employer, I confirm that the complaint is accurate as to the following:

\_\_\_\_\_ (1) the name of the obligor(s), mortgagor(s), obligee(s) and mortgagee(s);

**Privileged & Confidential**  
**Attorney-Client Communication | Attorney Work-Product**  
Phelan Hallinan & Schmieg, PC

File No.:  
Loan No.:  
Property Address:  
Plaintiff:

Borrower(s):

\_\_\_\_\_ (2) the original amount of the debt secured by the mortgage;

\_\_\_\_\_ (3) the dates of execution of the debt instrument, or note, and the mortgage;

\_\_\_\_\_ (4) the recording date, and the recording book and page numbers of the mortgage,

\_\_\_\_\_ (5) the county where the mortgage was recorded;

\_\_\_\_\_ (6) whether the mortgage is a purchase money mortgage;

(Purchase money mortgage means the funds loaned to the borrower were used, at least in part, to assist in purchasing the mortgaged property)

\_\_\_\_\_ (7) the description of the terms of the debt instrument, note or mortgage that describe the debt and what creates a default, that are included in the proposed complaint,

\_\_\_\_\_ (8) the default date,

\_\_\_\_\_ (9) if applicable, the acceleration of the debt's maturity date;

\_\_\_\_\_ (10) if applicable, any prepayment penalty,

\_\_\_\_\_ (11) if the plaintiff is not the original lender or original nominee of the lender, the name of the original lender,

\_\_\_\_\_ (12) if applicable, the assignments identified in the proposed complaint,

\_\_\_\_\_ (13) if applicable, the description of the mortgaged property in the proposed complaint is the same as the description of the mortgage property included in the mortgage,

\_\_\_\_\_ (14) if applicable, the pre-foreclosure notice requirements of the Fair Foreclosure Act, or other notices required by law, have been met

**Privileged & Confidential**  
**Attorney-Client Communication | Attorney Work-Product**  
Phelan Hallinan & Schmieg, PC

File No.:  
Loan No.:  
Property Address:  
Plaintiff:

Borrower(s):

I hereby acknowledge that I have personally reviewed this matter with the understanding that the law firm of PHELAN HALLINAN & SCHMIEG, PC will rely upon the information contained herein in its submissions to the Court. I hereby certify that the foregoing statements are true to the best of my knowledge, information and belief.

Dated

By:

\_\_\_\_\_

Contact information:

Email Address \_\_\_\_\_

Phone No. \_\_\_\_\_

**Privileged & Confidential**  
**Attorney-Client Communication | Attorney Work-Product**  
Phelan Hallinan & Schmieg, PC



**New Jersey Foreclosure Complaint Verification Checklist**

**Instructions:**

- Type name, title, loan number, borrower, and date of review into the footer at the bottom of the page.
- Double click in the correct checkbox and set value to "checked" to indicate your response.
- Complete each section fully. Ensure all checkboxes are checked and all negative responses are explained.
- Replace "{signature of reviewer}" with your name. Sign back page to certify complete and comprehensive review of foreclosure complaint document against company business records.

**Loan Number:** \_\_\_\_\_

**Borrower:** \_\_\_\_\_

**Section I: Caption of the Complaint**

1. Does the plaintiff named in the complaint caption match the correct entity name in the mortgage servicing platform?
  - Yes, the plaintiff name matches our records.
  - No, the plaintiff name does not match our records and should read: \_\_\_\_\_

**Section II: Plaintiff/Investor/Servicing Agent Information**

1. Is the address of the plaintiff/investor/servicing agent correct according to company records?
  - Yes, the plaintiff/investor/servicing agent address matches our records.
  - No, the plaintiff/investor/servicing agent address does not match our records and should read: \_\_\_\_\_

**Section III: First Count – Note Information**

1. Does the date on the note set forth in the complaint match our company's business records?
  - Yes, the date on the note matches our records.
  - No, the date on the note does not match our records and should read: \_\_\_\_\_

Name of Reviewer:  
 Title of Reviewer:  
 Borrower Name:

Date of Review:  
 Loan #:



## New Jersey Foreclosure Complaint Verification Checklist

2. Do the obligor(s) set forth in the complaint match our company's business records?  
 Yes, the obligor(s) do match our records.  
 No, the obligor(s) do not match our records and should read:  
\_\_\_\_\_.
  
3. Do the obligee(s) set forth in the complaint match our company's business records?  
 Yes, the obligee(s) do match our records.  
 No, the obligee(s) do not match our records and should read:  
\_\_\_\_\_.
  
4. Does the original principal amount of the note set forth in the complaint match our company's business records?  
 Yes, the original principal amount of the note matches our records  
 No, the original principal amount of the note does not match our records and should read: \_\_\_\_\_.
  
5. Does the due and payable date of the note set forth in the complaint match our company's business records?  
 Yes, the due and payable date of the note matches our records.  
 No, the due and payable date of the note does not match our records and should read: \_\_\_\_\_.
  
6. Does the initial interest rate of the note set forth in the complaint match our company business records?  
 Yes, the initial interest rate of the note matches our records.  
 No, the initial interest rate of the note does not match our records and should read:  
\_\_\_\_\_.
  
7. Does the complaint correctly set forth that the note is an adjustable rate as per our company business records?  
 Yes, this is an adjustable rate note as per our records and is set forth correctly.  
 No, this is not an adjustable rate note as per our records and should read as such

Name of Reviewer:  
Title of Reviewer:  
Borrower Name:

Date of Review:  
Loan #:



## New Jersey Foreclosure Complaint Verification Checklist

### Section IV: First Count – Mortgage Information

1. Do the name(s) of the original mortgagee(s) set forth in the complaint match our company business records?  
 Yes, the original mortgagee(s) match our records.  
 No, the original mortgagee(s) do not match our records and should read:  
\_\_\_\_\_.
2. Does the date of the mortgage set forth in the complaint match our company business records?  
 Yes, the date of the mortgage matches our records.  
 No, the date of the mortgage does not match our records and should read  
\_\_\_\_\_.
3. Does the recording date of the mortgage set forth in the complaint match our company business records?  
 Yes, the recording date of the mortgage does match our records.  
 No, the recording date of the mortgage does not match our records and should read:  
\_\_\_\_\_.
4. Do the book and page numbers for the recorded mortgage set forth in the complaint match our company business records?  
 Yes, the book and page numbers match our records.  
 No, the book and page numbers do not match our records and should read.  
\_\_\_\_\_.
5. Does the location of recording (e.g., county where mortgage was recorded) set forth in the complaint match our company business records?  
 Yes, the location of recording matches our records.  
 No, the location of recording does not match our records and should read:  
\_\_\_\_\_.
6. Does the complaint correctly set forth that the mortgage is a purchase money mortgage as per our company business records?  
 Yes, this is a purchase money mortgage as per our records and is set forth correctly.  
 No, this is not a purchase money mortgage and should read as such

Name of Reviewer:  
Title of Reviewer:  
Borrower Name:

Date of Review:  
Loan #:



## New Jersey Foreclosure Complaint Verification Checklist

### Section V: First Count – Mortgaged Property Information

1. Does the "commonly known address" set forth in the complaint for the mortgaged property match our company business records?  
 Yes, the "commonly known address" matches our records.  
 No, the "commonly known address" does not match our records and should read: \_\_\_\_\_
  
2. Does the legal description (either the metes and bounds or the tax assessor's lot and block) set forth in the complaint for the mortgaged property match our company business records?  
 Yes, the legal description matches our records.  
 No, the legal description does not match our records and should read \_\_\_\_\_
  
3. Do the lot and block (and/or) qualifier number set forth in the complaint match our company business records?  
 Yes, the lot and block (and/or) qualifier number matches our records.  
 No, the lot and block (and/or) qualifier number do not match our records and should read: \_\_\_\_\_

### Section VI: First Count – Assignment of Mortgage

*Please note: Each assignment set forth in the complaint needs to be reviewed for the following information. If there is incorrect information, please indicate in your response which assignment your response is correcting. If there are no assignments set forth in the complaint, please select "N/A – No assignments of record" option for the below questions.*

1. Does the date of assignment set forth in the complaint match our company business records?  
 Yes, the date of assignment matches our records  
 No, the date of assignment does not match our records and should read: \_\_\_\_\_  
 N/A – No assignments of record
  
2. Does the name of the Assignor set forth in the complaint match our company business records?  
 Yes, the assignor name matches our records  
 No, the assignor name does not match our records and should read: \_\_\_\_\_  
 N/A - No assignments of record

Name of Reviewer:  
Title of Reviewer:  
Borrower Name:

Date of Review:  
Loan #:



## New Jersey Foreclosure Complaint Verification Checklist

3. Does the name of the Assignee set forth in the complaint match our company business records?
- Yes, the assignee name matches our records.
- No; the assignee name does not match our records and should read: \_\_\_\_\_
- N/A – No assignments of record
4. Does the assignment recording date set forth in the complaint match our company business records?
- Yes, the recording date matches our records.
- No, the recording date does not match our records and should read: \_\_\_\_\_
- N/A – No assignments of record.
5. Do the book and page numbers set forth in the complaint for the assignment match our company business records?
- Yes, the book and page numbers match our records.
- No, the book and page numbers do not match our records and should read: \_\_\_\_\_
- N/A – No assignments of record.

### Section VI: First Count – Loan Modification Information

*Please note: Each modification set forth in the complaint needs to be reviewed for the following information. If there is incorrect information, please indicate in your response which modification your response is correcting. If there are no modifications set forth in the complaint, please select "N/A – No Modifications of record" option for the below questions.*

1. Is the interest rate set forth in the complaint the same as the interest rate in the most recent loan modification interest rate in our company business records?
- Yes, the interest rates are the same and match our records
- No, the interest rates are not the same and/or do not match our records and should read: \_\_\_\_\_
- N/A – No Modifications of record

Name of Reviewer:  
Title of Reviewer.  
Borrower Name:

Date of Review:  
Loan #:



Tucker, Goldberg & Ackerman, LLC

## New Jersey Foreclosure Complaint Verification Checklist

2. Is the amount due set forth in the complaint the same as the amount due in the most recent loan modification amount due in our company business records?
- Yes, the amount due is the same and matches our records
- No, the amount due is not the same and/or does not match our records and should read: \_\_\_\_\_
- N/A – No Modifications of record
3. Does the date of the most recent loan modification set forth in the complaint match our company business records?
- Yes, the date of the most recent loan modification matches our records.
- No, the date of the most recent loan modification does not match our records and should read: \_\_\_\_\_
- N/A – No Modifications of record

### Section VII: First Count – Default Information

1. Does the date of the first missed payment set forth in the complaint match our company business records?
- Yes, the date of first missed payment matches our records.
- No, the date of first missed payment does not match our records and should read: \_\_\_\_\_
2. Does the date of default set forth in the complaint match our company business records?
- Yes, the date of default matches our records
- No, the date of default does not match our records and should read: \_\_\_\_\_

### Section VIII: First Count - Pre-payment Penalty Confirmation

1. Does the complaint correctly set forth if there is a pre-payment penalty as per our company business records?
- Yes, the pre-payment penalty information is correct and matches our records
- No, the pre-payment penalty information does not match our records and should read: \_\_\_\_\_

Name of Reviewer:  
Title of Reviewer:  
Borrower Name:

Date of Review:  
Loan #:



**New Jersey Foreclosure Complaint Verification Checklist**

**Section IX: First Count -- Provision to Advance Funds to Satisfy Superior Liens**

- 1. Does the complaint correctly set forth if there is a provision in the note/mortgage allowing the advancement of funds to satisfy superior liens per our company business records?
  - Yes, the complaint correctly sets forth provision for advancement of funds to satisfy any superior liens per our records.
  - No, the complaint incorrectly sets forth provision for advancement of funds to satisfy any superior liens and should read: \_\_\_\_\_

**Section X: First Count - Notice of Intention to Foreclose (NOI) Confirmation**

- 1. Do our company business records show that the NOI was sent to the borrower(s) or anyone responsible for the repayment of the note (e.g , obligor(s), guarantor(s))?
  - Yes, the NOI was sent to the borrower(s) per our records.
  - No, the NOI was not sent to the borrower(s) per our records.
  
- 2. If our company records indicate the borrower(s) reside at an address other than the mortgaged premises was an extra copy sent 30 days prior to the date of this review per our company business records?
  - Yes, the NOI was sent to the alternate address 30 days prior to this review per our records
  - No, the NOI was not sent to the alternate address 30 days prior to this review. The NOI was sent to the alternate address on (insert date) \_\_\_\_\_ per our records.
  - N/A – there is no alternate address for the borrower(s) of record.
  
- 3. Does the reinstatement amount provided on the NOI match our company business records?
  - Yes, the reinstatement amount provided on the NOI matches our records
  - No, the reinstatement amount provided on the NOI does not match our records and should read: \_\_\_\_\_

Name of Reviewer:  
 Title of Reviewer:  
 Borrower Name:

Date of Review:  
 Loan #:



**New Jersey Foreclosure Complaint Verification Checklist**

**Section XI: Second Count – Mortgage Provision Awarding Possession**

1. Does the complaint correctly set forth any provision in the mortgage that awards possession to the plaintiff upon default per our company business records?

Yes, the complaint correctly sets forth provisions for possession as per our records.

No, the complaint does not set forth provisions for possession correctly and should read. \_\_\_\_\_

**Section XII: Outside Counsel Reliance Statement**

Apart from any information set forth in the above, sections I-XI, our company has relied on Zucker, Goldberg & Ackerman, LLC. for the accuracy of the following information:

- a) That the complaint sufficiently describes the pertinent terms or conditions of the debt instrument or mortgage as required by New Jersey Rule 64:1(b)(6);
- b) That the complaint sufficiently and accurately identifies all parties whose interest is subordinate or affected by the mortgage foreclosure as required by New Jersey Rule 64:1(b)(11);
- c) That, if applicable, the amount of the pre-payment penalty set forth in the Complaint matches the information contained in the note and/or mortgage,
- d) That attached to the complaint is counsel's certification of compliance with the applicable title search requirements

I confirm to the best of my information, knowledge, and belief that the foregoing responses to Sections I-XI, and the representation made in Section XII, are true and correct.

\_\_\_\_\_  
{signature of reviewer }

Name of Reviewer:  
Title of Reviewer:  
Borrower Name:

Date of Review:  
Loan #:



NJ Foreclosure Certification of Proof of Amount Due (COP) Checklist

Instructions:

- Type name, title, loan number, borrower, and date of review into the footer at the bottom of the page.
- Double click in the correct checkbox and set value to "checked" to indicate your response.
- Complete either Section IV: Simple Interest Loan or Section V: Adjustable Rate Loan. Do not complete both sections.
- Complete each required section fully. Ensure all checkboxes are checked and information is accurate based on Certification of Proof of Amount Due (COP) you are currently reviewing.
- Replace "{signature of reviewer}" with your name. Sign back page to certify complete and comprehensive review of foreclosure complaint document against company business records.

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

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

Section I: Signing Capacity of Reviewer

1. In what capacity is the reviewer signing this COP?
  - An employee of the plaintiff named in the foreclosure action
  - An employee of the servicing agent for the plaintiff named in this foreclosure action
2. Does the COP accurately reflect the signing capacity as indicated above?
  - Yes, the COP accurately states the above signing capacity
  - No, the COP does not accurately state the above signing capacity and must be changed to reflect response in Question 1 above
3. Date the COP was signed: \_\_\_\_\_

Section II: Plaintiff Confirmation

1. Does the plaintiff name set forth in the COP reflect the current holder of the note that is the object of the foreclosure action according to our company business records?
  - Yes, the plaintiff set forth in the COP still holds the note per our records
  - No, the plaintiff set forth in the COP no longer holds the note and should be changed to: \_\_\_\_\_

Name of Reviewer:  
Title of Reviewer:  
Borrower Name:

Date of Review:  
Loan #:



Tucker, Goldberg & Ackerman, LLC

## NJ Foreclosure Certification of Proof of Amount Due (COP) Checklist

### Section III: Borrower Account Information at time of Default

- 1 Does the principal amount due as of the date of default set forth in the COP match our company business records?  
 Yes, the principal amount due as of the date of default matches our records.  
 No, the principal amount due as of the date of default does not match our records and should read \_\_\_\_\_.
- 2 Does the date the interest is calculated from set forth in the COP match our company business records?  
 Yes, the default calculated from date matches our records  
 No, the default calculated from date does not match our records and should read \_\_\_\_\_.
3. Does the date the interest is calculated to set forth in the COP match our company business records?  
 Yes, the date interest is calculated to matches our records.  
 No, the date interest is calculated to does not match our records and should read: \_\_\_\_\_.
4. Do the total number of days between the date of default and the date that interest is calculated through set forth in the COP match our company business records?  
 Yes, the total number of days between date of default and date interest is calculated through match our records  
 No, the total number of days between date of default and date interest is calculated through do not match our records and should read. \_\_\_\_\_.

### Section IV: Simple Interest Loan

*Please note: This section is only to be filled out if this is a Simple Interest Loan.*

- Total accumulated interest (question 2 below) is calculated by multiplying the total number of days entered in response to Question 4, Section III by the per diem interest rate entered in response to Question-1 in this section.
- 1 Does the per diem interest rate set forth in the COP match our company business records?  
 Yes, the per diem interest rate matches our records  
 No, the per diem interest rate does not match our records and should read: \_\_\_\_\_.

Name of Reviewer:  
Title of Reviewer:  
Borrower Name:

Date of Review:  
Loan #:



**NJ Foreclosure Certification of Proof of Amount Due (COP) Checklist**

2 Does the total accumulated interest (see instructions above) set forth in the COP match our company business records?

Yes, the total accumulated interest matches our records.

No, the total accumulated interest does not match our records and should read: \_\_\_\_\_.

**Section V: Adjustable Rate Loan**

*Please note: This section is only to be filled out if this is an Adjustable Rate Loan. Information for each adjustment period must be reviewed for the following questions. If there is incorrect information, please indicate in your response which adjustment period information your response is correcting.*

1. Does the per diem interest rate due for each interest rate adjustment period set forth in the COP match our company business records?

Yes, the per diem interest rates due for each interest rate adjustment period match our records.

No, the per diem interest rates due for each interest rate adjustment period do not match our records and should read: \_\_\_\_\_.

2 Does the total number of days for each adjustment period set forth in the COP match our company business records?

Yes, the total number of days for each adjustment period matches our records.

No, the total number of days for each adjustment period do not match our records and should read: \_\_\_\_\_.

3 Does the total of interest due for each adjustment period set forth in the COP match our company business records?

Yes, the total of interest due for each adjustment period matches our records.

No, the total of interest due for each adjustment period does not match our records and should read: \_\_\_\_\_.

**Section VI: Advances**

*Please note: Tax Advances for more than \$7,000.00 must be itemized in a list with the dates and amounts paid.*

1. Does the amount of escrow advances set forth in the COP match our company business records?

Yes, the amount of escrow advances matches our records

No, the amount of escrow advances does not match our records and should read: \_\_\_\_\_.

Name of Reviewer:

Title of Reviewer:

Borrower Name:

Date of Review:

Loan #:



Zucker, Goldberg & Ackerman, LLC

## NJ Foreclosure Certification of Proof of Amount Due (COP) Checklist

- 2 Does the amount advanced for property inspection set forth in the COP match our company business records?

Yes, the amount advanced for property inspection matches our records.

No, the amount advanced for property inspection does not match our records and should read: \_\_\_\_\_.

### Section VII: Late Charges

*Please note: Late charges can only be included in a COP that are due on or before the date of default, up to and including the month in which the foreclosure complaint is filed.*

1. Do the monthly late charges set forth in the COP match our company business records?

Yes, the monthly late charges match our records.

No, the monthly late charges do not match our records and should read: \_\_\_\_\_.

2. Does the filing date for the foreclosure complaint set forth in the COP match our company business records?

Yes, the filing date for the foreclosure complaint matches our records.

No, the filing date for the foreclosure complaint does not match our records and should read: \_\_\_\_\_.

- 3 Does the total late charges due set forth in the COP match our company business records?

Yes, the total late charges due match our records.

No, the total late charges due do not match our records and should read: \_\_\_\_\_.

### Section VIII: Totals

- 1 Does the total amount due for this loan set forth in the COP match our company business records?

Yes, the total amount due matches our records.

No, the total amount due does not match our records and should read: \_\_\_\_\_.

Name of Reviewer:

Title of Reviewer:

Borrower Name:

Date of Review:

Loan #:



Zucker, Goldberg & Ackman, LLC

**NJ Foreclosure Certification of Proof of Amount Due (COP) Checklist**

2 Does the schedule set forth in the COP include a full and complete list of all items due on this loan as per our company business records?

Yes, the schedule is complete per our records.

No, the following items are missing:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(signature of reviewer)

Dated: \_\_\_\_\_

Name of Reviewer:  
Title of Reviewer:  
Borrower Name:

Date of Review:  
Loan #:



Zucker, Goldberg & Ackerman, LLC

### NJ Foreclosure Certification for Additional Sums Checklist

#### Instructions:

- Type name, title, loan number, borrower, and date of review into the footer at the bottom of the page.
- Double click in the correct checkbox and set value to "checked" to indicate your response.
- Complete either Section II: Advances Made After COP Date or Section III: Advances Made After Last Certification for Additional Sums
- Complete each required section fully. Ensure all checkboxes are checked and information is accurate based on Certification for Additional Sums you are currently reviewing.
- Replace "{signature of reviewer}" with your name. Sign back page to certify complete and comprehensive review of foreclosure complaint document against company business records.

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

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

#### Section I: Certification of Proof of Amount Due (COP) Verification

- Does the signature date for the COP set forth in the Certification for Additional Sums match our company business records?
  - Yes, the signature date for the COP matches our records
  - No, the signature date for the COP does not match our records and should read \_\_\_\_\_

#### Section II: Advances made after COP date

*Please note: This section is only to be completed if this is the first Certification for Additional Sums submitted for review. If the Certification for Additional Sums you are reviewing is not the first one, please complete Section III and do not complete this section. An itemized breakdown for all additional advances must be included with the Certification for Additional Sums.*

- Does the itemized breakdown for the amount for advances made after the COP was signed set forth in the Certification for Additional Sums match our company business records?
  - Yes, the total amount for advances since the COP signature date matches our records
  - No, the total amount for advances since the COP signature date does not match our records and should read \_\_\_\_\_

Name of Reviewer:  
Title of Reviewer:  
Borrower Name:

Date of Review:  
Loan #:



Zucker, Goldberg & Ackerman, LLC.

### NJ Foreclosure Certification for Additional Sums Checklist

- 2 Does the total amount for advances made after the COP was signed set forth in the Certification for Additional Sums match our company business records?
- Yes, the amount for advances made after the COP was signed matches our records
- No, the amount for advances made after the COP was signed does not match our records and should read: \_\_\_\_\_.

#### Section III: Advances made after previous Certification for Additional Sums

*Please note: This section is only to be completed if this a Certification for Additional Sums subsequent to the first Certification for Additional Sums submitted for review. If the Certification for Additional Sums you are reviewing is first one, please complete Section II and do not complete this section. An itemized breakdown for all additional advances must be included with the Certification for Additional Sums.*

1. Does the itemized breakdown for the amount for advances made after the previous Certification for Additional Sums was signed set forth in the new Certification for Additional Sums match our company business records?
- Yes, the total amount for advances since the last Certification for Additional Sums date matches our records
- No, the total amount for advances since the last Certification for Additional Sums date does not match our records and should read: \_\_\_\_\_.
- 2 Does the total amount for advances made after the previous Certification for Additional Sums was signed set forth in the Certification for Additional Sums match our company business records?
- Yes, the amount for advances made after the last Certification for Additional Sums date matches our records
- No, the amount for advances made after the last Certification for Additional Sums date does not match our records and should read: \_\_\_\_\_.

\_\_\_\_\_  
{signature of reviewer}

Dated \_\_\_\_\_

Name of Reviewer:  
Title of Reviewer:  
Borrower Name:

Date of Review:  
Loan #:



## Compliance Department

### Notary Public Policy and Procedure

In the course of mortgage origination, servicing, other banking activities as well as general business operations, MetLife Bank, N.A. (MLB) associates are required to execute various types of documents. A notary acknowledgment is required on many documents. Notary law varies from state. However, MLB policy requires that any notary acknowledging a document that is executed on behalf of MLB must physically witness the signature of the person executing the document.

A notary may not notarize a document related to a transaction in which the notary has a financial or beneficial interest other than an indirect interest as an employee of a company that is a party to the document. Consequently, the Notarize Documents policy (4-401) prohibits any individual in a mortgage branch or any relative (cousin, aunt, uncle or closer relative, including relatives by marriage) of a mortgage branch individual, to notarize documents related to a loan transaction.

A notary also has a responsibility to comply with all requirements of a notary under the rules published by the Secretary of State of the state in which the notary is licensed. Failure to comply with state notary requirements may subject a notary to penalties or revocation of the notary license. A notary should consult the notary handbook provided when the notary license was received and contact the resources identified in the handbook with any questions about notary responsibilities.

The purpose of this policy is to provide specific instructions as required under Texas Law for Notary Publics as well as specify any policies specific to MetLife Bank, NA. The procedures are intended for Notary Publics notarizing documents in the state of Texas in which MetLife Bank, NA is a party to the transaction. Notaries are not prohibited from notarizing documents for individuals; however, the MLB Associate should ensure that this does not interfere with his/her specific job responsibilities. Attempts are made to cover specific instructions applicable to a Notary Public notarizing documents in which MLB is a party to the transaction. Outside of your job responsibilities you may notarize documents independent of the company. You should consult the following sites for additional Q&A and training specific to notarizing documents which are outside the scope of this policy and procedures: Frequently Asked Questions - <http://www.sos.state.tx.us/statdoc/faqs2300.shtml#npc25> and Notary Public Educational Information - <http://www.sos.state.tx.us/statdoc/forms/notary-public-ed-info.pps>.

### TEXAS SECRETARY OF STATE - NOTARY PUBLIC REQUIREMENTS

In order to become commissioned as a notary public in Texas, an individual must be a resident of Texas at least 18 years of age and has not received a final conviction for a crime involving moral turpitude or a felony. **Moral turpitude** is a legal concept in the United States that refers to "conduct that is considered contrary to community standards of justice, honesty or good morals." The applicant must submit the following information to the Secretary of State:

1. Completed Form 2301 (available from the secretary of state, county clerk, or your insurance agency or surety company),
2. Proof of a **\$10,000** surety bond; and

### 3 Filing fee of \$21.

Once commissioned, the individual may obtain the required notary seal and record book. The notary book and seal can be purchased at any office supply company.

#### **Notary Public Renewal Requirements**

The term of a notary commission is four years from the date of qualification. You may apply for reappointment not earlier than 90 days prior to the expiration date of the commission. To renew the Notary Public commission, the notary public must submit the following to the secretary of state no earlier than 90 days before the expiration of the commission:

1. Completed Form 2301 (available from the secretary of state, county clerk, or your insurance agency or surety company);
2. Proof of a \$10,000 surety bond; and
3. Filing fee of \$21.

#### **Name Change**

A notary must always sign a notarial certificate under the name commissioned. A notary public may change the name on his or her commission by sending the secretary of state a name change application (Form 2305), his or her certificate of commission, a rider or endorsement from the insurance agency or surety showing the name change, and a \$20 filing fee.

### **TEXAS SECRETARY OF STATE - NOTARY PUBLIC RESPONSIBILITIES**

#### **Notary Public**

A notary public is a public servant and an officer of the state. Each notary public takes an oath of office to faithfully perform the duties of the office. Notaries have existed since ancient times and continue to serve an important and necessary function in nearly all developed countries. As a public official, a notary public is held to high standards consistent with the degree of trust that is attached to the notary's action. To insure such performance, each notary public is required to secure a bond in the amount of \$10,000.

#### **Penalty**

Potential penalties or liability for failing to faithfully execute the duties of the office or violating the Notary Public Act include:

1. Revocation of the commission of the notary public or other disciplinary action;
2. Claim against the notary bond;
3. Personal liability in a civil action for the full extent of any damages caused by a breach of official duty; and
4. Criminal prosecution if the conduct is a violation of the Penal Code.

#### **Duties of a Notary**

The primary duty of a notary is to serve as a disinterested party in authenticating (validating/confirming) the acts of a signing party.

- You should not have a personal interest in the transaction.

- You should avoid notarization when related to a party and that relationship may cause you to have a personal or financial interest in the transaction.
- You should not receive a monetary or financial benefit from the transaction.
- You should not notarize your own signature.

A Texas notary public has statewide jurisdiction and you may perform notarial acts in any county in the state of Texas

### Notary Record Book

The notary record book is public record. If a request is made to view the book, you must produce the book and allow the requesting party to view any information included in the book. If a request is made for copies of any pages of the book, copies must be produced. The record book must be maintained and produced whether or not a notary charges for services. You must record a notarization even if the notarization is for a friend, employer or co-worker. A notary may not charge a fee for viewing the notary record book. The notary may charge a fee for copies of pages of the notary book. (Refer to Fee second for details)

MetLife Bank is not the owner of the notary's book or seal (Tex. Atty. Gen. Op GA-0723). A Texas notary public is required by law to maintain a record book containing information on every notarization performed and is required to authenticate every official act with the seal of office. The record book is public information and a notary is required to produce copies of the book upon request. Therefore, the book and seal should remain in the possession of the notary at all times. The secretary of state issues a commission to the individual notary public for a four-year term, without regard to who paid the application or bond fees. As a result an employer may not retain the commission of an employee

Under Section 406.014 of the Texas Government Code, a notary public is required to maintain a record book which includes the following information:

1. Date of the notarization;
2. Name of the signer, grantor or maker;
3. Date of each instrument notarized,
4. Residence (home address) of the signer, grantor or maker;
5. Whether the signing party was personally known, identified by a governmental identification card, or was introduced and the name of the introducing party;
6. Name and residence of the grantee; and
7. Brief description of the instrument.

Additional information is required to be retained in the record in the following instances:

If the instrument is proved by a witness, the record book must contain the following information:

- Residence of the witness;
- Whether the witness was personally known to the notary public or was introduced; and
- If introduced, the name and residence of the individual introducing the witness.

If land is conveyed or charged by the instrument, the notary record book must include:

- Name of the original grantee; and
- County where the land is located

**Note:** The information in the book is public information, you **should not** record any personal identifying information, such as SSN, Texas Driver's license number or passport number.

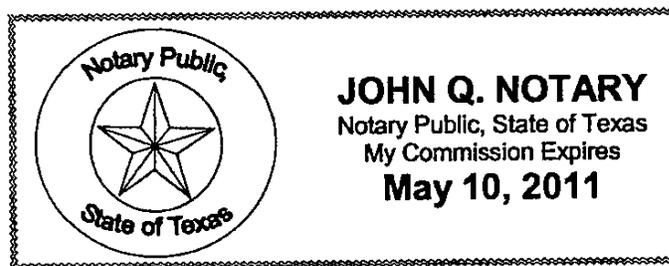
Note: Additional directions are offered concerning notarization of a criminal complaint. This is not within the scope of the MLB policy. You should consult the above website for further direction.

### **Notary Seal**

Each notary public must have a seal and use it to authenticate the notary public's official acts. The seal of a notary is personal to the notary and must not be shared with others. The seal should be stored in a secure place so that it cannot be misused.

Section 406.013 of the Government Code requires a notary seal to clearly show: the words "Notary Public, State of Texas" around a star of five points; the notary public's name; and the date of expiration of the notary public's commission. The notary seal may be a circular form not more than two inches in diameter or be in a rectangular form not more than one inch in width and 2 1/2 inches in diameter.

*All seals must have a serrated or milled edge border.*



### **Affixing the Seal**

The seal must be affixed by a seal press or stamp. When embossed or printed, the required elements of the seal must be capable of being legibly reproduced under photographic methods. An indelible inkpad must be used when using a stamp to affix the seal. Indelible means makes marks that can not be erased or removed. *No disappearing ink!*

### **Electronic Notarizations**

A seal on an electronically transmitted authenticated document is not required to be affixed by a seal press or stamp; however, it must legibly reproduce the required elements of the seal.

## Authority of a Notary

A notary public has the same authority as a county clerk to:

- ✓ take acknowledgments or proofs of written instruments;
- ✓ protest instruments permitted by law to be protested;
- ✓ administer oaths;
- ✓ take depositions; and
- ✓ certify copies of documents not recordable in the public records.

## Official Acts that Notary May Perform

These definitions are included to enhance understanding of the transactions that you may be requested to perform.

**Acknowledgment:** A formal declaration before an authorized official, including a notary public, by someone who signs a document and confirms that the signature is authentic (Samples of Acknowledgements - See Attachment 1) <http://www.sos.state.tx.us/statdoc/forms/notary-public-ed-info.pps#19>

**Affidavit:** A statement in writing of a fact or facts signed by the party making it, sworn to before an officer authorized to administer oaths, and officially certified to by the officer under the officer's seal of office. (Insert samples)

**Jurat:** Certification from a notary public or other official administering an oath or affirmation added to an affidavit or a document stating when, where and before whom the affidavit was made. (Samples of Jurat - <http://www.sos.state.tx.us/statdoc/forms/notary-public-ed-info.pps#26> .)

**Oath:** A solemn declaration, accompanied by a swearing to God or a revered person or thing, that one's statement is true or that one will be bound to the promise. The person making the oath implicitly invites punishment if the statement is untrue or the promise is broken. "Oath" includes an affirmation.

**Affirmation:** The act of affirming the truth of a document, not an oath. " *I solemnly affirm and declare the following to be a true statement* " Note that an affidavit may appear in two forms: a sworn affidavit with an oath, or an affirmed affidavit with affirmation. Each has the same legal import. (Sample Oath or Affirmation - <http://www.sos.state.tx.us/statdoc/forms/notary-public-ed-info.pps#29> )

**Protest:** A notary public's written statement that, upon presentment for payment or acceptance, a negotiable instrument was neither paid nor accepted

**Verification:** A formal declaration by which one swears to or affirms the truth of the statements in a document. Also, the statement of a notary public that the person appearing before the notary has been properly identified as being the person appearing. (Sample verification - <http://www.sos.state.tx.us/statdoc/forms/notary-public-ed-info.pps#32> )

### Subscribing Witness

Section 121.009 of the Texas Civil Practice & Remedies Code provides for proof of an acknowledgment by a subscribing witness under the following circumstances

- when the subscribing witness either saw the grantor or person who executed the instrument sign it or such person acknowledged in the presence of the witness that the person executed the instrument for the purposes and consideration expressed in it; and
- that the subscribing witness signed the instrument at the request of the grantor or person who executed the instrument.

*Sample*

#### Certificate Used When the Execution of a Written Instrument is Proved by a Witness

The State of Texas

County of \_\_\_\_\_

Before me, \_\_\_\_\_ (here insert the name and character of the officer), on this day personally appeared \_\_\_\_\_, known to me (or proved to me on the oath of \_\_\_\_\_), to be the person whose name is subscribed as a witness to the foregoing instrument of writing, and after being duly sworn by me stated on oath that he (she) saw \_\_\_\_\_, the grantor or person who executed the foregoing instrument, subscribe the same (or that the grantor or person who executed such instrument of writing acknowledged in his (her) presence that he (she) had executed the same for the purposes and consideration therein expressed), and that he (she) had signed the same as a witness at the request of the grantor (or person who executed the same ) Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Personalized Seal)

\_\_\_\_\_  
Notary Public's Signature

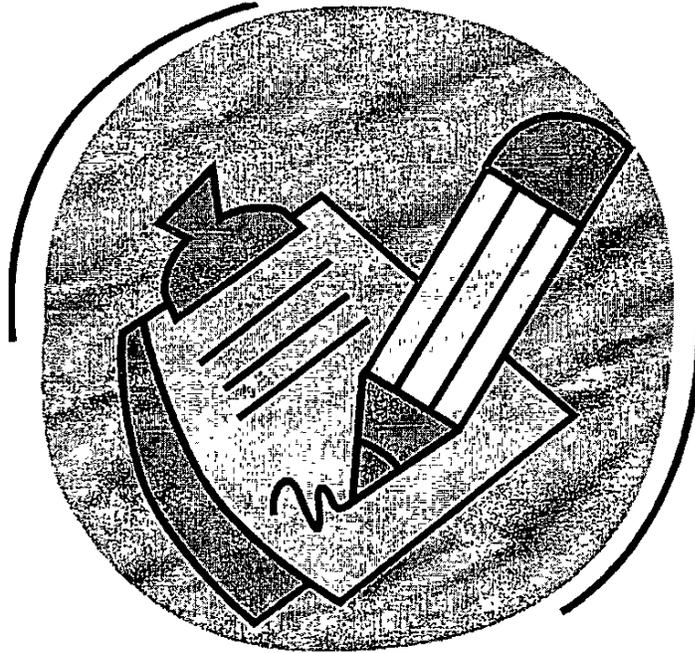
#### Certification of Copies by a Notary

A notary has the same authority as a county clerk to certify copies of documents *not recordable* in the public record. A copy of a letter or contract may be certified by a notary. Birth certificates and marriage licenses cannot be certified by a notary. These documents are recorded in the public record of a governmental agency, such as the Texas Department of State Health Services, and certified copies of the document should be obtained from the agency.

#### *Do not certify to copies of:*

- Birth or death certificates
- Marriage certificates or divorce decrees
- Passports, social security cards, or military identification cards
- Visas, certificates of naturalization or other identification cards or documents issued by the US Department of Homeland Security
- Wills, deeds and other documents filed for public record with the county
- Articles of incorporation, certificates of formation or other business documents recorded with the SOS or other state official
- College or high school transcripts or diplomas

## Steps to Notarization



### Step 1

A notary must always insist that the person for whom the notarization is performed personally appear before the notary at the time the notarization is executed.

- Do not perform a notarization on an unsigned document.
- Do not perform a notarization when the signing party has already signed the document and is not present at the time the notarization is performed.
- Do not perform a notarization when presented with a previously signed document that the presenter assures you was signed by the named party.
- A notary cannot take an acknowledgment over the telephone. The person whose signature is notarized must personally appear before you at the time the notarization is performed.

A notary may add a signature and seal to an electronic document so long as the person for whom the notarization is performed personally appears before the notary to sign the document or acknowledge his or her signature on the document.

### Step 2

A notary must identify the person for whom the notarization will be performed.

- ✓ You may notarize a document if the signing party is personally known to you, has been introduced to you or the signing party has provided proper identification.
- ✓ Proper identification includes an identification card issued by a governmental agency or a passport issued by the US.

#### Acceptable Identification

- ✓ A state driver's license
- ✓ An identification card issued by the DPS or equivalent agency in another state
- ✓ A passport issued by the US government

#### Unacceptable Identification

- A credit card
- A US social security card
- A private company's security badge
- A letter of introduction

#### Step 3

The notary must have the signing party acknowledge to or swear to the statements in the notarial certificate.

- You cannot modify or draft a document or notarial certificate and should not determine whether a document should be acknowledged, verified or signed under oath.
- You may add the notarial certificate of the maker's choosing if the document fails to include the certificate.
- You may correct the notarial certificate if the information in the certificate is not complete or accurate.

#### Step 4

After the person has signed the document, you must:

- ◆ Fill in any blanks in the notarial certificate (date of notarization, name of person appearing, name of notary);
- ◆ Sign the notarial certificate in the same name under which you were commissioned; and
- ◆ Affix your notary seal.
- Do not sign and affix seal to a document without a notarial certificate.
- Do not sign and affix seal to a notarial certificate that is not true and accurate.

**Note:** A notary may sign the name of an individual who is physically unable to sign or make a mark on a document presented for notarization:

- if directed to do so by the disabled individual; and
- in the presence of a witness who has no legal or equitable interest in the transaction.

***You must include the following beneath the signature for the individual:***

“Signature affixed by notary in the presence of (name of witness), a disinterested witness, under section 406 0165, Government Code ”

### Step 5

After completion of the notarial-certificate, you should record the required information in the notary record book

- Required information is set forth in section 406.014 of the Texas Government Code. Please review refer to page \_\_\_ for procedures outlining those statutory requirements
- Do not record personally identifiable information in the record book (e.g. Social Security Number) or financial information related to the transaction that should not be made public (e.g. credit card number for fee payments).

**Step 6** (Currently notaries with MetLife are not charging a fee to MLB. This section is included for informational purposes.)

Collect your Fees.

- Section 406.024 of the Government Code authorizes a notary or the notary's employer to charge for notary public services, but sets a maximum fee for those services.
- Section 603.008 of the Government Code requires a notary public to post the fees that a notary is authorized by law to charge.
- Section 603.006 requires a notary who charges a fee for notary services to keep a fee book.
- Section 603.007 requires that a notary must itemize or be prepared to itemize fees that the notary charges.

## Maximum Fees Schedule

Acknowledgments or proof of any deed or other instrument in writing, for registration, including certificate and seal

- \$6.00 for the first signature
- \$1.00 for each additional signature

Administering an oath or affirmation with certificate and seal

- \$6.00

All certificates under seal not otherwise provided for

- \$6 00

Copies of all records and papers in the notary public's office

- \$0.50 for each page

Taking the deposition of witness

- \$0.50 for each 100 words

Swearing a witness to a deposition, certificate, seal and other business connected with taking the deposition

- \$6 00

Protesting a bill or note for non-acceptance or non-payment, register and seal

- \$4.00

Each notice of protest

- \$1.00

Protesting in all other cases

- \$4.00

Certificate and seal to protest

- \$4 00

All notarial acts not provided for

- \$6.00

*Note: Overcharging is grounds for the secretary of state to take disciplinary action against the notary, including the possibility of suspension or revocation of the notary commission.*

## PROHIBITED ACTS AND PRACTICES

Section 406.008 of the Texas Government Code sets forth prohibited acts for a notary as discussed on the upcoming slides. Engaging in these acts can result in revocation of the notary commission, a claim against the notary bond, personal and criminal liability.

- ☒ You should not charge fees in excess of the maximum fees set forth in section 406.024 of the Government Code.
- ☒ You should never perform a notarization without the signer being in the notary's presence
- ☒ As a notary you have no authority to issue identification cards. Section 406.016 Texas Government Code specifically prohibits this practice
- ☒ Notaries should not engage in the unauthorized practice of law.
  - Do not perform acts, which constitute the practice of law.
  - Do not prepare, draft, select, or give advice concerning legal documents.

### Unauthorized Practice of Law

Under section 406.017 of the Government Code, a notary public commits a criminal offense if the notary:

- states or implies that the person is an attorney licensed to practice law in Texas;
- solicits or accepts compensation to prepare documents for or otherwise represent the interest of another in a judicial or administrative proceeding, including a proceeding relating to immigration;
- solicits or accepts compensation to obtain relief of any kind on behalf of another from any officer, agency or employee of Texas or the United States.

### Notario Publico

You should not use "notario" or "notario publico" to advertise your notarial services.

You should not advertise services in a language other than English if you do not post or otherwise include the required notice with the advertisement that you are not an attorney.

### **Penalties for the Unauthorized Practice of Law or the Use of *Notario Publico***

Unless the notary is also an attorney in good standing, criminal penalties provided in section 406.017 of the Government Code:

- Class A misdemeanor
- Felony of the third degree if previously convicted

Violations may be deceptive trade practices and actionable under chapter 17 of the Texas Business & Commerce Code.

### **Signature of the Notary**

- A Notary must always sign a notarial certificate under the name you were commissioned. The secretary of state has provided for a notary public to change the name on the commission (Refer to section on name change)

### **Address of Notary**

You are required to notify the Secretary of State (SOS) of any change of address within 10 days of the date on which the change is made. Complete and file the SOS Notary Public Change of Address form or send a letter with your name, social security number, old address and new address to the SOS.

## **Complaints Against a Notary**

The Secretary of State has authority to suspend or revoke a notary public's commission or take other disciplinary action against the notary for *good cause*

*Good Cause* includes:

- Final conviction for a crime involving moral turpitude;
- False statement on an application for appointment or reappointment,
- Final conviction for the violation of any law concerning the regulation of the conduct of notaries public in this state or any other state;
- Failure to comply with the restrictions imposed on the advertising of notary services in a foreign language and the use of "notario" or "notario publico."
- Failure to fully and faithfully discharge any of the duties or responsibilities required of a notary public;
- Unauthorized practice of law,
- Failure to utilize a correct notary seal;
- Failure to administer an oath or affirmation as required by law;
- Collection of a fee in excess of those authorized by law;
- Execution of any certificate as a notary public containing a statement that the notary knows is false;
- Failure to complete the acknowledgment at the time the notary signs and seals the document;
- Advertising that the notary public is an immigration specialist, immigration consultant or other title or description that reflects an expertise in immigration matters;
- False or misleading advertising, either oral or written, that represents that the notary has duties, rights, powers or privileges that are not authorized by law;
- Performing any notarization when the person for whom the notarization is performed did not personally appear before the notary at the time the notarization is executed; and
- Failure to comply with or violation of a previous disciplinary action.

## **Complaint Procedures**

A person harmed by the actions of a notary public may file a complaint against the notary. The secretary of state may also initiate a complaint under certain circumstances (e.g. knowledge of an undisclosed or new criminal conviction).

## **Right to Respond**

If the secretary of state determines that a complaint facially states good cause for disciplinary action against a notary, the notary will be notified of the complaint and given an opportunity to respond. Failure to respond can result in a default action against the notary.

## **Notary Response**

The notary response to a complaint should be

- Timely (within 20 days)
- In writing
- Identify any disputed allegations
- Identify any witnesses to the alleged misconduct
- Offer evidence to support the notary's position, including copies of relevant pages from the notary record book

### **Notary's Right to a Hearing**

After reviewing the notary's response, the secretary of state will determine whether disciplinary action is warranted and shall notify the notary and complainant of that determination. If revocation or suspension of the notary commission is proposed by the secretary of state, the notary will be informed of the notary's right to a hearing to contest the revocation or suspension. Hearings are adjudicated before the State Office of Administrative Hearings. The notary has a right to be represented by legal counsel.

### **Disciplinary Action**

The secretary of state may seek disciplinary action other than revocation or suspension:

- official reprimand;
- consent decree to cease from engaging in any further misconduct;
- agreement to voluntarily surrender the notary commission;
- agreement to complete a course of study related to notary responsibilities;
- agreement not to seek reappointment for a period of time; or
- agreement to take other corrective action.

### **METLIFE BANK, NA COMPLIANCE POLICY**

Compliance with this policy is required for all MLB Associates responsible for notarizing documents in the state of Texas in which MetLife Bank, NA is a party to the transaction. Managers and supervisors are required to monitor for compliance with this policy within their areas of responsibility. MLB Compliance and Audit will conduct periodic reviews including review of Notary Record books to confirm compliance with the Notary Policy. Notary Publics notarizing documents in the state of Texas in which MetLife Bank, NA is a party to the transaction are required to complete a biannual review (occurring twice yearly) of these procedures as well as sign and acknowledge your review and understanding of the procedures. Training will be provided by the Regulatory Compliance Department for each Notary responsible for notarizing documents in which MLB is a party to the transaction. Any questions related to this policy should be directed to the Regulatory Compliance Department or Legal Counsel.

Notary Public Policy and Procedure  
Training Acknowledgement

**Policy Receipt Acknowledgement for the Notary Public Policy and Procedure**

**In effect: December 13, 2010 until further notice**

I have read and been informed about the content, requirements, and expectations of the Notary Public Policy and Procedure for employees at MetLife Bank, NA. I have received a copy of the policy and agree to abide by the policy guidelines as a condition of my employment and my continuing employment at MetLife Bank.

I understand that if I have questions, at any time, regarding the Notary Public Policy and Procedure, I will consult with my immediate supervisor or Regulatory Compliance Manager.

Please read the Notary Public Policy carefully to ensure that you understand the policy before signing this document.

Employee Signature. \_\_\_\_\_

Employee Printed Name: \_\_\_\_\_

Department \_\_\_\_\_ Date: \_\_\_\_\_

Notary Public Policy and Procedure  
Training Acknowledgement

**Policy Receipt Acknowledgement for the Notary Public Policy and Procedure**

**In effect: December 13, 2010 until further notice**

I have read and been informed about the content, requirements, and expectations of the Notary Public Policy and Procedure for employees at MetLife Bank, NA. I have received a copy of the policy and agree to abide by the policy guidelines as a condition of my employment and my continuing employment at MetLife Bank.

I understand that if I have questions, at any time, regarding the Notary Public Policy and Procedure, I will consult with my immediate supervisor or Regulatory Compliance Manager.

Please read the Notary Public Policy carefully to ensure that you understand the policy before signing this document.

Employee Signature \_\_\_\_\_

Employee Printed Name: \_\_\_\_\_

Department \_\_\_\_\_ Date: \_\_\_\_\_

Notary Public Policy and Procedure  
Training Acknowledgement

**Policy Receipt Acknowledgement for the Notary Public Policy and Procedure**

**In effect: December 13, 2010 until further notice**

I have read and been informed about the content, requirements, and expectations of the Notary Public Policy and Procedure for employees at MetLife Bank, NA. I have received a copy of the policy and agree to abide by the policy guidelines as a condition of my employment and my continuing employment at MetLife Bank.

I understand that if I have questions, at any time, regarding the Notary Public Policy and Procedure, I will consult with my immediate supervisor or Regulatory Compliance Manager.

Please read the Notary Public Policy carefully to ensure that you understand the policy before signing this document.

Employee Signature: \_\_\_\_\_

Employee Printed Name: \_\_\_\_\_

Department \_\_\_\_\_ Date: \_\_\_\_\_



- 
- **Procedure Name:** Document Execution
  - **Original Issue Date:** January 18, 2011
  - **Effective/Revision Date:**
  - **Division:** Default Servicing
  - **Department/Group/Team:** Foreclosure
  - **Document Code** 1FC0001.3
- 

### **Purpose**

Provide requirements for the execution of documents used in foreclosure proceedings.

### **Scope**

This procedure applies to the foreclosure document process.

### **Related Policies**

Compliance Notary Policy and Procedures  
Document Overview – FCP0001

### **Related Procedures**

Document Archive - 1FC0001.5  
Document Notary - 1FC0001.4  
Document Preparation -1FC0001.1  
Document Review - 1FC0001.2

### **Procedure**

1. Document execution is a controlled process; an electronic calendar is maintained to schedule appointments for signer(s) to meet through the week to execute documents in the presence of a valid state commissioned notary public.



2. Before the appointment, signer(s) use the standard document review package and imaged or accompanying supporting documents to confirm the document contains the correct plaintiff/foreclosing entity; debt figures, customer and property information.
3. The reviewer will confirm the complaint agrees with subsequent documents. If the document and supporting documents are correct and hand written insertions are legible, the signer(s) will execute the document in the presence of the notary and witnesses.
4. If the document is incorrect, the document is returned to the assigned foreclosure specialist advising the error and requesting correction or reason the information does not match the data provided.
5. Signer(s) confirm the notary public records the execution in the notary book.
6. Executed documents are returned to the Foreclosure Administrative Clerk. Refer to the Document Review 1.FC0001.2 procedure for details on the document return process



- 
- **Policy Name:** QA - Document
  - **Original Issue Date:** March 3, 2011
  - **Effective/Revision Date:**
  - **Division:** Default Servicing
  - **Department/Group/Team:** Foreclosure
  - **Document Code** 1FCP0007.2
- 

### **Purpose**

Provide general guidelines for the review of documents related to the foreclosure legal proceeding.

### **Scope**

This procedure applies to the foreclosure Quality Assurance program.

### **Related Policies**

Compliance Notary Policy and Procedures  
Document Overview – FCP0001  
Quality Assurance – FCP0007  
Retained Attorney – FCP0003

### **Related Procedures**

Document Archive - 1FC0001.5  
Document Execution - 1FC0001.3  
Document Notary - 1FC0001.4  
Document Preparation - 1FC0001.1  
Document Review - 1FC0001.2



## Procedure

1. Documents required in the foreclosure legal proceeding are essential to establishing the lenders rights provided under the security instrument and compliance with the laws governing initiation of the action within the property state. The types of documents required in the foreclosure vary according to the state and whether a non judicial or judicial action is pursued.
2. The process of generating supporting documents in the foreclosure is a coordinated effort between multiple internal and external parties. Retained counsel, the foreclosure specialist, a majority of information is provided to retained counsel in the referral process as outlined in the Foreclosure Referral 1FC0002.8 and Debt Figures 1FC0002.1 procedures.
3. Quality Assurance monitors the actions of all parties through a variety of random, targeted and sampled reviews to evaluate the draft, review, execution, notarization and recording of legal documents.
4. Random unscheduled reviews are conducted to evaluate signing officer and notary adherence to the guidelines set forth in the MetLife Home Loans Compliance Notary Policy and Procedure and the Foreclosure department Document Execution and Document Notary procedures. The review will consider if the document is executed by the correct party and if notary requirements are met at signing.
5. Sampled reviews are conducted on 25% of documents returned to counsel in the prior week. The review targets the performance of the foreclosure specialist, signing officer and notary in relation to the requirements of MetLife Home Loans Compliance Notary Policy and Procedures and the Foreclosure department document policy and procedures detailed under related policies and related procedures.
6. A pass/fail review consisting of 5 sections is used to review the foreclosing entity name, document data validation, statement of debt/affidavit review, document review and document execution.
7. Foreclosing entity section reviews the entity listed on the signature line and as the plaintiff matches what is recorded in Lender Processing Services, Inc. (LPS) on the USR1 sub screen of the Master workstation or the Private Pool Header screen INP1 for Bank of New York Mellon loans.
8. Document Data Validation evaluates the accuracy of the borrowers name, property address, original loan amount Deed of Trust recording date, complete legal description, loan due date principal and interest (p&i), or principal, interest, tax and



insurance (piti) amounts reflected in the document and finally recorded assignments match the foreclosing entity confirmed in the section 1 review.

9. Statement of Debt/Affidavit review confirms the accuracy of the figures used to establish the amount of debt.
10. Accuracy of the loan default date referenced in documents is compared to that reflected on the LPS Master workstation sub screen NOT1 is confirmed as compared against the Mortgage/Deed of Trust included in the supporting documentation provided by the 1<sup>st</sup> level reviewer the foreclosure specialist. The review conducted on executed documents to determine the accuracy of the document in relation to the information provided by the foreclosure specialist and at referral to prepare the document.
11. Sampling is used to focus on the accuracy of the recorded documents returned to counsel and the timeliness of document delivery in relation to the foreclosure timeline standard set for that state.
12. Targeted reviews in the form of increased evaluations are performed on firms and foreclosure specialist with less than standard performance.
13. Findings are addressed weekly requiring a formal response from the error owner within 72 hours. Findings are tracked with trend and monthly performance addressed in the monthly operations review meeting

## **Document Preparation**

Retained attorneys are required to produce documents in a standard format. To facilitate this requirement, standard document packages are provided in the foreclosure referral automation. The package consists of an automated variable data sheet with the lender, servicer, authorized signer and notary information; a matrix of state specific variations and the Statement of Debt.

The Statement of Debt is an automated calculation of actual, not projected or estimated, debt figures with a supporting breakdown. Retained attorneys are able to extract information to use in preparing documents or insert the Statement of Debt as an exhibit.

## **Document Review**



The document review process consists of a multiple level review based on the number of document signers. Assigned foreclosure specialists complete the first level of review with each signer completing an additional review before execution.

Data elements captured in the preparation process are stored in a custom Lender Processing Services, Inc (LPS) screen shot and the automated variable data sheet. These are compared to the document prior to execution.

### **Document Execution**

Document execution is a controlled process; each signer uses a standard document review package in the form of the custom LPS screen. Comparison of the LPS screen with the attorney prepared document before execution is mandatory at all review levels.

Documents are executed at pre scheduled time and location pairing signer(s), witness(s) and notary to ensure execution occurs in the physical presence of a valid state commissioned Notary Public.

### **Document Notary**

Foreclosure adheres to the Compliance department Notary Policy and Procedures that provides Notary's are legally required to maintain a record book of every notarization. For each document notarized, the record book contains the date of notarization; name of signer; date of each instrument notarized; residence of the signer; method of identifying the signer i.e. personal knowledge, government issued identification or personal introduction and name of the introducing party; name and residence of the grantee and brief description of the instrument.

During document execution, signer(s) confirm the notarization is documented in the notary book. This process is validated in the Quality Assurance program with a review of recorded documents to confirm the notary process is followed and random attendance of document execution sessions.

### **Document Archiving**

Investors require that MetLife maintain a file of all the milestone and regular events that occur during the course of servicing a mortgage loan. This file is used for internal audits performed by Default Servicing post sale Claims Department, Quality Assurance program, and MetLife Bank, N. A. Regulatory Compliance. Investors and regulatory agencies may also view the servicing file.

MetLife Home Loans maintains an electronic servicing file for each mortgage loan in Workflow. Workflow is a web based application that serves as a document repository for all standard and non standard documents generated in the servicing of a mortgage loan.



- 
- **Procedure Name:** Document Archiving
  - **Original Issue Date:** January 18, 2011
  - **Effective/Revision Date:**
  - **Division:** Default Servicing
  - **Department/Group/Team:** Foreclosure
  - **Document Code** 1FC0001.5
- 

### **Purpose**

Provide instruction on saving document copies to the electronic archive system.

### **Scope**

This procedure applies to the default servicing document process.

### **Related Policies**

Cash Management – FCP0004  
Compliance Notary Policy and Procedures  
Document Overview – FCP0001  
Foreclosure Case Management – FCP0002  
Retained Attorney - FCP0003

### **Related Procedures**

Document Execution – 1FC0001.3  
Document Notary – 1FC0001.4  
Document Review – 1FC0001.2  
Manual Checks – 1FC0004.3  
Payoff Funds – 1FC0004.2  
Redemption - 1FC0002.27



## Procedure

1. Legal documents are generated at various stages in bankruptcy and foreclosure proceedings. These documents provide a chronology of the milestone events within the legal action and are maintained in the public record of the local courts and jurisdictions as well as by the retained attorney or trustee.
2. MetLife maintains an electronic servicing file on every loan it services. This file will include loan origination documents; property valuations, correspondence from customers, monthly and annual statements; any correspondence to customers i.e. escrow, collections or loss mitigation matters and legal documents generated in the foreclosure or bankruptcy proceeding; copies of notices, pleadings, executed documents and the supporting information used to confirm their accuracy, attorney fees and costs as result of a foreclosure or bankruptcy proceeding.
3. The electronic servicing file is archived in Workflow; a web based application accessible from the MetLife Home Loans Citrix Farm.
4. Electronic documents are saved under the applicable department folder at P:\HW Corporate\Audit Archive\MTG DOCS
5. A daily automation process retrieves saved documents from the specified drive and archives them to Workflow based on the loan number and the document name used to save the document.
6. Documents are archived in Workflow based on the document type. The chart below outlines the documents typical to the foreclosure and bankruptcy process and the name to use based on the document type.
7. The document name consists of the assigned loan number and the document name.



- If there are multiple pages to the document insert an underscore “\_” and add a number 2, 3, 4 corresponding to the order in which the page occurs in the document to the end of the document name.

Default Department	Document Name	Document type
Bankruptcy	ZBKFILING	341 Notice, Notice of Bankruptcy filing
	ZBKRELEAS	Dismissal order, Discharge order, Relief of stay order
	ZAGDORDR	Stipulation order, Agreed order
	ZPOC/REAF	Proof of claim, Amended Proof of claim, Reaffirmation agreement
	ZBKCORRES	All other bankruptcy documentation that does not meet the above types
Foreclosure	ZDEFINV	Default invoices (non iClear)
	Z1STLEGAL	First legal action i.e. complaint, notice of sale
	ZAFF/CERT	Affidavit of Debt, Certification of proof
	ZJUDGMENT	Judgment Order
	ZFCVALUTN	BPO, appraisal, AVM
	ZVABIDCUT	VA bid letter, VA interest cut letter, VA write-off package
	ZFCLDEED	Sheriff's deed, Trustee deed
	ZCONVDEED	Deed conveying property to investor/insurer guarantor
ZFCCORRES	All other foreclosure documentation that does not meet the above types	

- Physical documents that need to be added to the electronic servicing file are converted to electronic form at any printer kiosk with scan capability.

IN THE MATTER OF RESIDENTIAL  
MORTGAGE FORECLOSURE PLEADING  
AND DOCUMENT IRREGULARITIES

**Superior Court of New Jersey**

**Administrative Order 01-2010**

Docket No. F-238-11

CERTIFICATION OF RYAN LAROSE  
ON BEHALF OF COMPU-LINK  
CORPORATION, d/b/a CELINK

RYAN LAROSE, of full age, hereby certifies as follows:

1. I am Ryan LaRose, the Chief Operating Officer (the "COO") of Compu-Link Corporation, d/b/a Celink ("Celink"). My statements herein are based on my personal knowledge or personal review of business records which I understand would be admissible in evidence in a New Jersey court.

2. Celink services a portfolio of reverse mortgages that is owned by MetLife Home Loans, a division of MetLife Bank, NA ("MetLife Bank"). When a foreclosure is initiated on a loan in this portfolio, MetLife Bank is the named plaintiff. Because of the nature of a reverse mortgage, and the HUD servicing regulations for reverse mortgages that Celink follows, foreclosure proceedings to date have only arisen in two situations: the death of the borrower, or non-occupancy of the property as the principal residence. Under HUD's regulations, HUD must review and approve any loan foreclosure based on non-occupancy.<sup>1</sup> During 2010, Celink initiated 25 foreclosures in New Jersey for the MetLife reverse mortgage portfolio, 24 of which were initiated due to the death of the last surviving borrower and 1 due to non-occupancy.

---

<sup>1</sup> The regulations allow for a mortgage to permit foreclosure under other circumstances such as a default on tax and insurance payments, repairs, or title. While Celink has not foreclosed on a loan in this MetLife portfolio for such a reason to date, it may do so in the future. As with non-occupancy, HUD review and approval would also be required in these other situations.

3. If a death or non-occupancy situation arises in New Jersey that justifies foreclosure (and if HUD authorizes Celink to proceed in a non-occupancy situation), then Celink will use one of two law firms. Each firm sends Celink an initial checklist prior to the complaint. Celink processors in the foreclosure department utilize the checklist to prepare the backup to the COO such as the loan information from the Note and Mortgage, as well as borrower information and the property address. These checklists are provided directly to the single person within Celink authorized to execute documents on behalf of MetLife Bank, Celink's COO, who completes the checklist using the backup documentation provided by the attorney and/or foreclosure department processor and validates it against the business records. That completed checklist is then sent back to the attorney. Both law firms then send a second checklist to Celink, which is at the time a judgment is requested, where Celink is asked to verify additional information, including the accuracy of the judgment figures. Any requested figures are provided by the Celink foreclosure processor, and then the COO of Celink validates that information, referring to the business records and any backup documentation provided by the attorney and/or foreclosure department processor, before signing the second checklist. Forms of checklists for both firms are attached as Exhibit "A" to this certification and Celink's policy entitled "Standard Procedures Regarding the Execution of Documents" is attached as Exhibit "B" to this certification.

4. Celink has only one primary signor of foreclosure documents (myself, as the COO of the company) and one backup signor (the Manager of Loan Administration). After a certification or affidavit has been reviewed and compared to business records for accuracy, the document is executed by the COO or Manager of Loan Administration in the presence of Celink's reverse mortgage department notary. The notary then completes the notary

acknowledgement portion of the document, logs the activity in her notary log, and passes the document back to the foreclosure processor to be returned to the foreclosure attorney. Because Celink has only one notary who handles documents involving reverse mortgages, it does not have a specific written procedure relating to these practices, but they are understood and followed by all involved. Currently, an average of ten foreclosure-related documents are executed per day for the entirety of Celink's operations nationwide (of which this MetLife Bank portfolio is a subset).

5. MetLife Bank monitors Celink's foreclosure activity through regular reporting provided by Celink. MetLife Bank also performs periodic audits of Celink's foreclosure activity. Celink executes all foreclosure documents through a power of attorney granted by MetLife Bank and utilizes the MetLife Bank loan documents and Celink's reverse mortgage servicing system to capture the information necessary to maintain current and accurate business records.

6. Celink has a record retention schedule, which indicates that all servicing files are maintained for seven years after they are paid in full or a HUD claim is paid following a foreclosure. Celink's foreclosure procedures also states that copies of all documents that are executed are maintained in the servicing file (which is imaged). The custodian of original documents for this MetLife Bank portfolio is Wells Fargo, and if an original document is needed, MetLife Bank obtains that document pursuant to the terms of its custodian arrangement with Wells Fargo.

7. Because of the nature of a reverse mortgage, no scheduled payments are ever due. If a borrower makes a voluntary partial prepayment, the funds are posted to the borrower's loan the same day that they are received. A daily reconciliation of funds received and posted is completed by Celink's investor accounting department, which is separate from the group that

would be responsible for the posting of the prepayment. If, however, a mistake is identified that requires correction, Celink's servicing system has controls in place that only allow a small number of managers with certain user access levels to make corrections to loans. If a transaction needs to be corrected or reversed, the system tracks all changes that have taken place on the loan (including who made the change/correction and what the "before and after" looked like with the change/correction). The borrower's monthly statement would also reflect any corrections or reversals that took place during the prior month.

8. Celink has formal training programs in place that all new employees must complete. This program involves a variety of different training methodologies, is administered in-house at Celink, and typically spans 48-60 hours. It includes general training on the importance of accurate recordkeeping. Employees involved with the document processes described above receive specific training on those procedures. Each new employee is assigned a senior member of the department as a mentor. The manager works with both the employee and the mentor to monitor their continued progress and training.

9. I understand that the MetLife Bank Forward QA Department is going to directly include Celink's work within the scope of its review as soon as certain administrative details are resolved. I also understand that MetLife Bank has plans for an outside audit of its foreclosure procedures, which will include review of Celink's work for MetLife Bank in this area, but I do not know further details at this time.

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

Dated: July 25, 2011

  
\_\_\_\_\_  
Ryan LaRose

**REVERSE MORTGAGE COMPLAINT VERIFICATION CHECKLIST**

Date of review: July 15, 2011

Reviewer name: Ryan LaRose

Reviewer title: Chief Operating Officer

Job responsibilities of reviewer: Reviewing accuracy of business records and documents regarding foreclosure actions

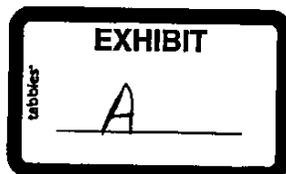
Reviewer email address: ryan@reversedepartment.com

Instructions: Please review all documents and confirm that the information listed matches the information in your computer system.

Loan Number.

Borrower Name

	YES	NO
<b>Caption</b>		
1. Foreclosure in proper Plaintiff name	_____	_____
2. Plaintiff address	_____	_____
<b>Note information</b>		
1. Borrower(s) name	_____	_____
2. Principal balance	_____	_____
3. Date	_____	_____
4. Interest rate	_____	_____
5. Is Note adjustable?	_____	_____
<b>Mortgage information</b>		
1. Mortgagor(s) name	_____	_____
2. Date	_____	_____
3. Recording information	_____	_____
4. Property address	_____	_____



- 5. Lot and Block \_\_\_\_\_
- 6. Was mortgage assigned? \_\_\_\_\_
- If yes, proceed below: \_\_\_\_\_
- (a) assignor name: \_\_\_\_\_
- (b) date of assignment. \_\_\_\_\_
- (c) recording date: \_\_\_\_\_

**Demand Letters (NOI)**

- 1 Date sent (at least 31 days before complaint) \_\_\_\_\_
- 2. Default date \_\_\_\_\_
- 3 Amount due \_\_\_\_\_
- 4. Sent to all borrowers at property mailing address \_\_\_\_\_

**High risk information**

- 1. High risk loan \_\_\_\_\_   X

I confirm to the best of my information, knowledge, and belief that the foregoing responses are true and correct

\_\_\_\_\_

\_\_\_\_\_  
{signature of reviewer}

**AFFIDAVIT OF AMOUNT DUE VERIFICATION CHECKLIST**

Date of review: \_\_\_\_\_ Reviewer name: \_\_\_\_\_  
Reviewer title: \_\_\_\_\_ email address: \_\_\_\_\_  
Job responsibilities of reviewer: \_\_\_\_\_

Instructions: Please review all documents and confirm that the information listed matches the information in your computer system.

Loan Number:  
Borrower Name:

YES NO N/A

**Documents**

- |                  |       |       |       |
|------------------|-------|-------|-------|
| 1. Note          | _____ | _____ | _____ |
| 2. Mortgage      | _____ | _____ | _____ |
| 3. Assignment(s) | _____ | _____ | _____ |

**Certification of Amount Due**

- |  |       |       |       |
|--|-------|-------|-------|
| 1. Name of Plaintiff   | _____ | _____ | _____ |
| 2. Property address  | _____ | _____ | _____ |
| 3. Principal balance   | _____ | _____ | _____ |
| 3. Amount due for Interest<br>(Court calculates per diem at 365 days/year)           | _____ | _____ | _____ |
| 4. Amount due for Late charges<br>(Can only be calculated until filing of Complaint) | _____ | _____ | _____ |
| 5. Amount due for Advances   | _____ | _____ | _____ |
| 6. Other   | _____ | _____ | _____ |
| 7. Total amount due  | _____ | _____ | _____ |

I confirm to the best of my information, knowledge, and belief that the foregoing responses are true and correct.

\_\_\_\_\_  
{signature of reviewer}

## Certification of Foreclosure Review & Checklist for Complaints

File No:  
Loan No:  
Property Address:  
Borrowers:

I, \_\_\_\_\_, an employee of the Servicer, Celinek, authorized to act on behalf of Plaintiff, MetLife Home Loans, a Division of MetLife Bank, N.A., have personally reviewed the Plaintiff's business records and documents with regard to this foreclosure. I have also reviewed the pleadings and documents filed or about to be filed with the Court in this proceeding and have confirmed the factual accuracy of the information and allegations contained therein.

Specifically, I have reviewed the following documents. (check all that apply and initial each document/pleading to confirm your review).

- \_\_\_ Note and any/all endorsements or allonges
- \_\_\_ Mortgage and any/all assignments of mortgage
- \_\_\_ Modification any/all
- \_\_\_ Complaint or Amended Complaint & CIS Form.
  - Reviewed names of obligor(s), mortgagor(s), obligee and mortgagee;
  - Reviewed amount of debt secured by the mortgage
  - Reviewed dates of the note and mortgage and recording information
  - Reviewed dates of all assignments (if any) and recording information
  - Reviewed dates of any modifications and recording information
  - Reviewed interest rate of the note and whether adjustable or fixed
  - Reviewed due date of the obligation
  - Reviewed the stated payment amount in the note
  - Reviewed monthly late charges
  - Reviewed pre-payment penalties in the note (if any)
  - Reviewed date of default (Date next installment is due)
  - Reviewed whether the mortgage is a purchase money mortgage
  - Reviewed property address and tax block and lot references
  - Reviewed Notice of Intention to Foreclose was sent at least 30 days prior to filing of Complaint
  - Reviewed Possession Date (30 days after the due date of the 1<sup>st</sup> missed payment)
  - Reviewed Third Count (if any), accurately provides the information for a second mortgage on this property also held by Plaintiff which is being foreclosed with the first mortgage.
  - Reviewed whether this is a residential or commercial mortgage foreclosure.
  - Reviewed whether this is a "High Risk Loan" or not.
- \_\_\_ Other document or court pleading \_\_\_\_\_

I hereby acknowledge that I have personally reviewed this matter with the understanding that the law firm of Milstead & Associates, LLC will rely upon the information contained herein in its submissions to the Court. I hereby certify that the foregoing statements are true to the best of my knowledge, information and belief. I am aware that, if any of the foregoing statements are willfully false, I am subject to punishment.

My job responsibilities include reviewing accuracy of business records and documents regarding foreclosure actions

By: \_\_\_\_\_ Dated: \_\_\_\_\_

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

Title: \_\_\_\_\_

Celink: \_\_\_\_\_ for Plaintiff  
(please insert your relationship to Plaintiff, ie Power of Attorney, etc)

File No:

Loan No:

Property Address:

Borrowers:

**Certification of Foreclosure Review & Checklist for Affidavit of Amount Due and Owing**

File No:  
Loan No:  
Property Address:  
Borrowers:

I, \_\_\_\_\_, an employee of the Servicer, Celinek, authorized to act on behalf of Plaintiff, MetLife Home Loans, a Division of MetLife Bank, N.A., have personally reviewed the Plaintiff's business records and documents with regard to this foreclosure. I have also reviewed the pleadings and documents filed or about to be filed with the Court in this proceeding and have confirmed the factual accuracy of the information and allegations contained therein.

Specifically, I have reviewed the following documents (check all that apply and initial each document/pleading to confirm your review).

- \_\_\_\_\_ Note and any/all endorsements or allonges
- \_\_\_\_\_ Mortgage and any/all assignments of mortgage
- \_\_\_\_\_ Modification any/all
- \_\_\_\_\_ Affidavit of Proof of Amount Due
  - Affidavit reviewed for accuracy (check all that apply)
    - Reviewed the signatures of the affiant and notary (if any) are the true signatures of those individuals and such individuals had the authority to execute the document
    - Reviewed the amount due Plaintiff, as set forth in paragraph 3, is consistent with the business records
    - Reviewed the Plaintiff is still holder of the Note, as set forth in paragraph 6
    - Reviewed the mortgage and property information set forth in Schedule
    - Reviewed itemization provided of the account, as set forth in the Statement of Amount Due is consistent with the business records
    - Reviewed itemization provided of the account is consistent with the business records for a second mortgage held on the same property joined in this foreclosure action. (Applies only if Complaint has a Third Count).
- \_\_\_\_\_ Other document or court pleading \_\_\_\_\_

I hereby acknowledge that I have personally reviewed this matter with the understanding that the law firm of Milstead & Associates, LLC will rely upon the information contained herein in its submissions to the Court. I hereby certify that the foregoing statements are true to the best of my knowledge, information and belief. I am aware that, if any of the foregoing statements are willfully false, I am subject to punishment.

My job responsibilities include reviewing accuracy of business records and documents regarding foreclosure actions.

By \_\_\_\_\_ Dated: \_\_\_\_\_

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

Title: \_\_\_\_\_

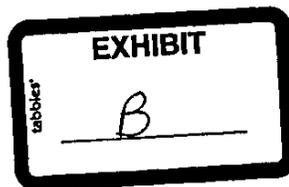
Celink: \_\_\_\_\_ for Plaintiff  
(please insert your relationship to Plaintiff, ie Power of Attorney, etc)

Responsibilities: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

File No:  
Loan No:  
Property Address:  
Borrowers:

**Celink Standard Procedures Regarding the Execution of Documents –  
Confidential Property of Celink**

- Any foreclosure related documents sent by the foreclosure attorney which require signature, including affidavits of debt, will be fully reviewed by the Foreclosure Department Team Lead
- For any Affidavit of Debt (AOD), the Team Lead will:
  - Generate the Loan Balance Breakdown Report from the servicing system
  - Review the Loan Balance Breakdown Report for accuracy and completeness pertaining to any advances that have been made or are outstanding on the loan since the date of default.
  - A final analysis is completed to ensure the accuracy of all information listed on the AOD, including the breakdown of the loan balance, breakdown of advances made since the date of default, reason for default, etc.
  - After the review process is completed by the Team Lead and the document is deemed to be fully accurate, the servicing system is noted and the document is forwarded to the Chief Operating Officer for execution.
    - Attached to the document will be copies of any business records, death certificate, copies of the complaint, or any other document that is referenced in the body of the document the Chief Operating Officer is being asked to execute.
  - The Chief Operating Officer reviews the document(s) and servicing system to mitigate against any omissions or misstatements.
  - All foreclosure documents are executed by the Chief Operating Officer, who is an officer of the corporation, in the presence of a notary.
    - As a backup, the Manager of Loan Administration may execute documents in the Chief Operating Officer's absence.
      - Both the Chief Operating Officer and the Manager of Loan Administration are also MERS authorized signors – so they may execute documents on behalf of MERS, when necessary.
    - Some states may require additional signatures for witnesses on certain foreclosure-related documents. If that is the case, then the witnesses will also be in the presence of the notary at the time of execution.
  - All executed and notarized documents are returned to the foreclosure attorney and the Team Lead notes the servicing system
  - The foreclosure attorney completes a final review of the document(s) to ensure the accuracy and completeness.



July 25, 2011

C Bryan Cantrell  
D 973 848 4134  
F 973 848 4001  
bryan.cantrell@klgates.com

**Hand Delivery**

Honorable Walter R. Barisonek, A.J.S.C.  
Superior Court of New Jersey, Union County  
Union County Courthouse  
2 Broad Street  
Courtroom 101  
Elizabeth, NJ 07207

**RECEIVED**  
JUL 26 2011  
SUPERIOR COURT  
CLERK'S OFFICE

Re: *Administrative Order 01-2010*  
*Docket No. F-238-11*

Dear Judge Barisonek

This firm represents MetLife Home Loans in the above referenced matter. As requested at our meeting on June 28, 2011, I am enclosing a supplemental certification by of John H. Harris on behalf of MetLife to address Your Honor's questions about MetLife's prior submission. Also enclosed is a certification of Ryan LaRose behalf of Celink to address Your Honor's questions about its role as the servicer of MetLife's reverse mortgages.

Please do not hesitate to contact me if you have any questions or need further information.

Respectfully,



C. Bryan Cantrell

Enclosure

cc Superior Court Clerk's Office (*via regular mail*) ✓