

CASE COVER SHEET

**HSBC Bank USA, National Association as
Trustee for Fremont Home Loan Trust 2006-C,
Mortgage-Backed Certificates, Series 2006-C**

Plaintiff

vs.

Veronica Williams

Defendant, Pro Se

**IN THE SUPERIOR COURT OF NEW JERSEY
ESSEX COUNTY
CHANCERY DIVISION**

Case No. F – 000839-13

RELATED CASES:

U.S. Court of Appeals, Third District 19-1032

U.S. District Court of NJ Case 2:16-cv-05301-ES-JAD

NJ Case Docket No. ESSX L – 004753-13

NJ Case Docket No. ESSX L – 000081-11

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COVER LETTER

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Veronica Ann Williams

MAILING ADDRESS: P.O. BOX 978 ♦ SOUTH ORANGE, NEW JERSEY 07079-0978
HOME ADDRESS – NO MAIL: 541 SCOTLAND ROAD ♦ SOUTH ORANGE, NEW JERSEY 07079-3009

June 21, 2019

TO DOWNLOAD DIGITAL COPY

<http://www.fifix.org/Fraud-Report-for-US+NJ-Courts.pdf>

Superior Court Clerk's Office
Attn: Foreclosure Processing Service
PO Box 971
Trenton, NJ 08625-0971
Case NJ DOCKET NO. ESSEX-F-000839-13

Office of the Clerk
U.S. Court of Appeals
21400 United States Courthouse
601 Market Street
Philadelphia, PA 19106-1790
Attn: CASE NO. 19-1032
Stephanie, Case Manager

Subject: Additional Corroborating Evidence Enclosed – More Coming
US Court of Appeals Case No. 19-1032 (USDC NJ, 2:16-cv-05301-ES-JAD)
State of New Jersey Case No. ESSEX-F-000839-13

Dear US & NJ Courts,

An analysis and review of the mortgage agreement filed by the Plaintiffs (NJ Case F-0000839-13) and by Defendants (US Court of Appeals Case 10-19032) **identifies elements of forgery in the mortgage agreement.** The report by Don Frangipani, a renowned forgery expert, is attached.

U.S. District Court of New Jersey filings¹ number [41](#), [57](#), [38](#) and [99](#) and documents filed with the NJ Courts in November 2014 ([Discovery](#)) and February 2015 ([Proof Hearing](#)) detail components of the mortgage agreement that evidence changes and improprieties of this document. Additional investigations have been initiated that will corroborate other elements of fraud and illegal acts in all cases surrounding the attacks on Williams.

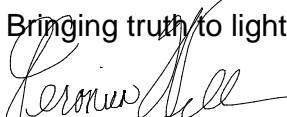
THE SCOPE OF THE FEDERAL CASE IS BEYOND THE JURISDICTION AND REACH OF THE STATE OF NEW JERSEY.

Based on my 48 years of experience² and expertise in finance and operations, I believe that a thorough investigation of **foreclosures in New Jersey over the past 20 years will reveal a pattern of fraud and deceit.** Our law enforcement and legal professionals are duty-bound to conduct an exhaustive Federal investigation. Fines paid have not sufficiently mitigated nor stopped this fraud.

If the Court requires additional information I can be best reached by email at StopFraud@vawilliams.com, by phone at 202-486-4565 or by facsimile at 888-492-5864.

I shall continue in my quest to combat and stop financial fraud.

Bringing truth to light,


Veronica A. Williams

cc: Stuart Seiden, Duane Morris LLC via email
Steven Keith Eisenberg, Stern & Eisenberg PC via email
Mr. Gurbir S. Grewal, Attorney General for the State of NJ

¹ See this filing with the U.S. Court of Appeals, Third Circuit. http://finfix.org/USAppealsCt/Case_19-1032_Recap_1-22-19.docx

² I was first hired as a clerk typist in 1971 and became proficient in document creation. My expertise in finance and economics also began during the 1970's.

REASONS FOR MOTION

There are several reasons that the Motion should not have been final and Defendant should be able to meet the deficiency with information requested by the Judge and information that is expected to be requested by the Judge. The reasons include:

- Defendant had the right to fulfill deficiency with a continuance
- Williams thought a continuance was her right and she had 45 days to meet the deficiency³. like 16-1, p. 94, in [NJ Civil Procedures](#)
- Defendant did not know the decision was final
- The hearing process seemed stacked against her⁴
- Defendant misunderstood the proceedings. She testified that the mortgage was fraudulent. She filed a professional profile that shows she has 48 years of experience and knowledge that supported her testimony. Judge Orsen acknowledged that the papers spoke for themselves and did not need to be repeated. She believed that the veracity of the documents filed would results in the Judge granting her motion.

³ SOURCE: A PRACTITIONER'S GUIDE TO NEW JERSEY'S CIVIL COURT PROCEDURES,
<https://www.njcourts.gov/attorneys/assets/appellate/practitionersguide.pdf>

n. Decisions on Orally Argued Motions If an orally argued motion is not decided on the return date and the court intends to place its findings on the record at a later date, at least one day's notice (which may be by telephone) of that later date will be provided to counsel and *pro se* parties. See *R. 1:6-2(f)*. p. 11-4

g. Consent Orders Vacating Dismissal – Proof of Curing Deficiency Needed. When the discovery end date has not passed and the case has not been scheduled for arbitration or trial, vacation of dismissal and restoration of the complaint may generally be accomplished by consent order, provided the document curing the reason for the dismissal, e.g., the proof of service of an answer, is attached to the consent order. See *R. 1:13-7*. p. 13-3

⁴ See filing to the U.S. Court of Appeals Third District dated June 6, 2019 (6/6/19) Click [to view](#)

REASONS FOR APPEAL

4:50-1. Grounds of Motion On motion, with briefs, and upon such terms as are just, the court may relieve a party or the party's legal representative from a final judgment or order for the following reasons:

<p>(a) mistake, inadvertence, surprise, or excusable neglect;</p>	<ol style="list-style-type: none"> 1. Williams filed a report that detailed illegal numbers from the Plaintiff. She did not know she had to file her notes that supported the report. 2. Williams did not know the decision was final and she <i>had to ask</i> for a continuance. 3. Williams did not know she had to request another date to present her notes
<p>(b) newly discovered evidence which would probably alter the judgment or order and which by due diligence could not have been discovered in time to move for a new trial under R. 4:49;</p>	<ol style="list-style-type: none"> 1. A new report of the review of the forged agreement is now available. 2. Results of Williams’ FOIA request to FDIC is forthcoming. 3. Williams had initiated investigations but the results were not available by May 10th. 4. Williams is still trying to get results of US DOJ investigation 317165. 5. Williams did not know until the hearing that the Judge did not believe her definitive financial evidence and that additional investigative results would be needed.
<p>(c) fraud (whether heretofore denominated intrinsic or extrinsic), misrepresentation, or other misconduct of an adverse party;</p>	<ol style="list-style-type: none"> 1. Extensive fraud is evidenced in filings with the U.S. District Court of New Jersey and with the Superior Court of New Jersey. 2. The Defendants should not be rewarded for their fraud.
<p>(d) the judgment or order is void; (e) the judgment or order has been satisfied, released or discharged, or a prior judgment or order upon which it is based has been reversed or otherwise vacated, or it is no longer equitable that the judgment or order should have prospective application; or</p>	
<p>(f) any other reason justifying relief from the operation of the judgment or order.</p>	<p>THE MORTGAGE AGREEMENT AND THE FORECLOSURE ARE FRAUDULENT AND ILLEGAL.</p> <ol style="list-style-type: none"> 1. The damages from the Plaintiff’s actions, and those of the companies that contributed to the fraud, have become astronomical and inhumane. 2. The damages continue to mount.

FORMER INVESTIGATIONS REVISITED – NEW INVESTIGATIONS JUMP-STARTED

This Plaintiff continues to claim this is a frivolous pleading⁵ in an underhanded tactic intended to stoke fear and suppress the truth in the Defendant's cases. The alleged frivolity claim appears in Court records, correspondence with one of my former attorneys, and seemingly in other communications. The Plaintiff's efforts to deflect and cast fear, uncertainty and doubt (FUD⁶) will not subdue the truth forever. These efforts have, however, prolonged this matter. The result is that some of the actors have been protected from prosecution by exhausting the statute of limitations.

I, the Defendant, have taken steps to revisit the investigation of Fremont Investment and Loan by the Federal Deposit Insurance Corporation. A review of a set of questions that I have submitted is underway. I have also made inquiries to the U.S. Department of Justice about the results of investigation No. [3017165](#). That's not all.

The extensive amount of effort and money expended to avoid exposure of the illegal acts uncovered by this case suggests that the reach of such actions are far greater and significantly more impactful than believed. In addition to revisiting previous investigations focused on mortgage fraud by the parties associated with the Plaintiff in this case, I have also initiated new investigations. Two have been jumpstarted by providing information that I have uncovered to the Federal Bureau of Investigation (FBI) and local police departments. Thorough and professional intakes were conducted by multiple parties. This Defendant provided answers to many astute and probative questions.

This Defendant has also retained a group of forensic examiners to review the fraudulent mortgage. An initial forensics review of the mortgage agreement filed with the State of New Jersey corroborates the Defendant's contention that the mortgage is fraudulent. Information presented in this filing demonstrates why the original mortgage agreement will exhaustively detail the signs of forgery. A subpoena for the original mortgage agreement has been prepared to deliver to Ocwen and HSBC. Once the forensics group reviews the original document, all disclaimers will be removed.

The Plaintiff knew, or should have known, that this Defendant's and other mortgages in the Fremont and HSBC portfolio are fraudulent. Here are just a few reasons why:

- HSBC fine⁷ by DOJ –“to hold HSBC accountable for abusive mortgage practices “
- Goldman Sachs fine⁸ by DOJ–“damage... that Goldman [says] resulted from its conduct“
- Contingency established⁹ upon sale to Ocwen
- Litton Loan's reputation for deceptive practices was widely known
- FDIC cease and desist¹⁰ order to Fremont Investment and Loan
- Many settlements for the same actions including with [NJ in 2013](#)¹¹
- The Plaintiff's attorney failed to give Defendant **mortgage copy requested in 2014**

⁵“Frivolous Pleading Pursuant Rule 1:4-8” USDCNJ Evidence Item 303 - NJ Discovery [Exhibit 50-1](#)

⁶ Explained in the book Leading Edge Marketing, by Veronica Williams, BEP, 2014. Click for [Amazon.com](#)

⁷ HSBC settlement with DOJ <https://www.justice.gov/opa/pr/justice-department-reaches-470-million-joint-state-federal-settlement-hsbc-address-mortgage>

⁸ Goldman Sachs settlement with DOJ <https://www.justice.gov/opa/pr/goldman-sachs-agrees-pay-more-5-billion-connection-its-sale-residential-mortgage-backed>

⁹ See Ocwen 2012 10-K Securities and Exchange Commission filing https://www.sec.gov/Archives/edgar/data/973840/000101905613000315/sec_0812a.htm & [2011 10-K](#)

¹⁰ Order issued March 7, 2017 may be viewed at page 138 [http://www.finfix.org/US-Case-No-2-16-cv-05301-ES-](http://www.finfix.org/US-Case-No-2-16-cv-05301-ES-JAD.pdf)

[JAD.pdf](#) & <https://www.fdic.gov/bank/individual/enforcement/2007-03-00.pdf> & <https://www.fdic.gov/news/news/press/2007/pr07022.html>

¹¹ Multi-state settlement including NJ in 2013 <https://nj.gov/oag/newsreleases13/pr20131219b.html>

There is more than sufficient evidence to compel the NJ Court to dismiss the fraudulent mortgage and also the illegal foreclosure.

The complete scope of financial, operation and legal fraud can only be properly tried in Federal Court. This Plaintiff and the primary firms that contributed to the fraud that impacted this Defendants' mortgage are named in my Federal complaint ([U.S. Court of Appeals Case 19-1032](#)).

Over 200 people have been identified who were involved in this scam, some wittingly, most probably unwittingly. They worked at several firms including companies charge in the Federal complaint filed by this Defendant. This filing to the Superior Court of New Jersey only includes 12 subpoenas. The scope is much narrower than the broad spectrum of illegal acts committed in this case. I, the Defendant in this case, prepared more than 150 interrogatories over a year ago. A detailed, interactive explanatory video should be ready for the Federal trial.

The Defendant researched countless number of forensic examiners, narrowed down her selection to 12 and spoke with at least 5. All indicated in the overview of their services, and each one with whom she spoke, indicated that only a preliminary analysis can be performed with a copy (particularly a poor copy). The experts whom she selected for her team are among the best in the U.S. and each one requires the original document to make a conclusive determination.

Some of the documents referenced herein are enclosed.

ENCLOSURES

The forged agreement submitted by HSBC in the foreclosure complaint filed with the State of New Jersey is fraudulent on its face.

Even if one did not know that the mortgage document filed *had not* been signed by the homeowner (Williams), anyone with a baseline of document management experience would recognize the agreement is forged. Here are a few reasons:

- Sections of the document are not properly aligned
- Signatures are inconsistent
- Conflicting and missing dates
- Different fonts
- Extreme size reduction (**5 times**) to limit legibility (see next 2 pages)

When an individual with just a few years of financial experience and a baseline of finance and accounting education view this document, they will clearly see:

- An Interest rate that is almost double the normal interest rate at that time
- At least \$169K has been **ILLEGITIMATELY ADDED** to the principal
- That only an inexperienced or uninformed borrower would accept an adjustable rate mortgage (ARM) at that phase in the mortgage life

U.S. District Court of New Jersey Case 2:16-cv-05301 filings¹² number [41](#), [57](#), [38](#) and [99](#) and documents filed with the NJ Courts in November 2014 ([Discovery](#)) and February 2015 ([Proof Hearing](#)) detail components of the mortgage agreement that evidence changes and improprieties of this document. Additional investigations have been initiated that will corroborate other elements of fraud and illegal acts in all cases surrounding the attacks on Williams.

¹² See this filing with the U.S. Court of Appeals, Third Circuit. http://finfix.org/USAppealsCt/Case_19-1032_Recap_1-22-19.docx

ACTUAL SIZE OF PAGE FILED WITH NJ SUPERIOR COURT

ADJUSTABLE RATE NOTE
(6-Month LIBOR Index - Rate Cap)
(Accrueable during Life of Loan) (First Business Day of Preceding Month Lookback)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

March 27, 2008 882A, CA 52821 (Date) (City) (State)

541 SCOTLAND ROAD SOUTH BRANDE, NJ 07879

(Designee Address)

1. BORROWER'S PROMISE TO PAY
In return for a loan that I have received, I promise to pay U.S. \$ 251,000.00 (This amount is called "Principal"), plus interest, to the order of the Lender. The Lender is **FAC COMMERCIAL MORTGAGE FINANCIE, 88A FIDELITY MORTGAGE 178 SUGGESSHORN AVE/18 4811680**.
I will make all payments under this Note in the form of cash, check or money order.
I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST
Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 7.50%. The amount that I will pay will change in accordance with Section 4 of this Note.
The amount due required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(b) of this Note.

3. PAYMENTS
(A) Time and Place of Payments
I will pay principal and interest by making a payment every month.
I will make my monthly payment on the first day of each month beginning on May 1, 2008.
I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. I will Apr 15, 2008 I will owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."
I will make my monthly payments at 1727 E IMPERIAL BLVD#817, 882A CA 52821
or in a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments
Part of my initial monthly payments will be in the amount of U.S. \$ 2,324.50. This amount may change.

(C) Monthly Payment Changes
Changes in my monthly payments will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will decrease my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

MULTI-PARTY ADJUSTABLE RATE NOTE - 6-Month LIBOR Index (Accrueable during Life of Loan) (First Business Day Lookback) - Single Family - Freddie Mac UNIFORM INSTRUMENT

Page 4 of 4 Form 882A/821 

EXHIBIT

ENCLOSURES cont'd.

SECTION	CONTENTS	No. of Pages
Enclosure I	USDCNJ number 41	4 – 9
Enclosure II	USDCNJ number 57	10
Enclosure III	USDCNJ number 38	11 – 28
Enclosure IV	USDCNJ number 99	29
Enclosure V	NJ Court Discovery Filing: Filed in 2014	31
Enclosure VI	NJ Court Proof Hearing Filing: Filed in 2015 & 2019	36

The fraud that I have uncovered extends far beyond the forged mortgage agreement and is much more insidious. I will unveil a series of bad acts over a 14 year period that involved *at least* 11 firms. These acts take advantage of the lack of understanding and tracking by most mortgage holders. These acts also exploit the gaping weaknesses in our country's mortgage and overall financial processes. Some in the financial community have exploded the "3 card Monty" scheme, conflated it with more deceptive practices, and unleashed it upon unsuspecting property owners.

This matter is so pervasive and breaks such a wide array of laws, that it can only be properly adjudicated by a Federal jury.

ENCLOSURE I

U.S. District Court of New Jersey Case 2:16-cv-05301 Case Filing

USDCNJ number [41](#) (22 pages)

SUBMITTED	http://finfix.org/proof/ADDL/Case_2-16-cv-05301_NJ-Foreclosure-Mortgage-Fraudulent-4-24-17.pdf
FILED	http://finfix.org/proof/USDCNJ/USDC-Doc41.pdf

ENCLOSURE II

U.S. District Court of New Jersey Case 2:16-cv-05301 Case Filing

USDCNJ number [57](#) (8 pages)

SUBMITTED	http://finfix.org/proof/ADDL/Case_2-16-cv-05301_NJ-Foreclosure-Mortgage-Fraudulent-Addl-Evidence_6-7-17.pdf
FILED	http://finfix.org/proof/USDCNJ/USDC-Doc57.pdf

ENCLOSURE III

U.S. District Court of New Jersey Case 2:16-cv-05301 Case Filing

USDCNJ number [38](#) (87 pages)

SUBMITTED	http://finfix.org/proof/ADDL/Case_2-16-cv-05301_NJ-Releases-Case-Files.pdf
FILED	http://finfix.org/proof/USDCNJ/USDC-Doc38.pdf

ENCLOSURE IV

U.S. District Court of New Jersey Case 2:16-cv-05301 Case Filing

USDCNJ number [99](#) (120 pages)

SUBMITTED	http://finfix.org/proof/ADDL/Case_2-16-cv-05301_Plaintiff-Response-to-Defendants-Objection-to-Count-2nd_4-2-18.pdf
FILED	http://finfix.org/proof/USDCNJ/USDC-Doc99.pdf

ENCLOSURE V

U.S. District Court of New Jersey Case 2:16-cv-05301 Case Filing

NJ Court Discovery Filing: [Filed in 2014](#)

SUBMITTED
(750 pages)

http://finfix.org/proof/DD/Discovery-Documents_ALL_11-18-14.pdf

ENCLOSURE VI

U.S. District Court of New Jersey Case 2:16-cv-05301 Case Filing

NJ Court Proof Hearing Filing: [Filed in 2015](#) & [2019](#)

SUBMITTED 2014 (201 pages)	http://www.fifix.org/proof/DD/Motion-for-Proof-Hearing_SHARED.pdf
EXCERPT SUBMITTED 2015 (684 pages)	http://finfix.org/NJSuperior_2019/Case-Docket_F-00839-13_Brief-for-Motion-Deficiency_5-24-19.pdf

SUPERIOR COURT OF NEW JERSEY

HSBC Bank USA, National
Association as Trustee for
Fremont Home Loan Trust 2006-
C, Mortgage-Backed Certificates,
Series 2006-C

Plaintiff

Veronica Williams, et als.

Defendant, Pro Se

IN THE SUPERIOR COURT OF NEW JERSEY
**ESSEX COUNTY
CHANCERY DIVISION**

Case No. F – 000839-13

MOTION TO:

**EXECUTE INJUNCTION AGAINST SALE OF
541 SCOTLAND ROAD, SOUTH ORANGE, NJ,
and**

**DISMISS FORECLOSURE and
DISMISS MORTGAGE AGAINST 541
SCOTLAND ROAD, S. ORANGE, NJ**

RELATED CASES:

U.S. Court of Appeals, Third District 19-1032

U.S. District Court of NJ Case 2:16-cv-05301-ES-JAD

NJ Case Docket No. ESSX L – 004753-13

NJ Case Docket No. ESSX L – 000081-11

CERTIFICATION OF SERVICE

I, Veronica Williams, certify that on this 21st day of June 2019, a true and correct copy of this document will be sent to the parties via the method and as addressed below:

Via Email

Steven Keith Eisenberg, Esq
Attorney for Stern &
Eisenberg

Senior Partner
Stern & Eisenberg, PC
1581 Main Street, Suite 200
Warrington, PA 18976
Office 267-620-2130
Fax 215-572-5025
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Via Email

Attorney General for the
State of NJ

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Attorney General
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Stuart I. Seiden, Associate
Attorney for Litton Loan
Servicing, HSBC Bank USA,
Goldman Sachs, Ocwen,
Fremont Home Loan trust
2006-C Mortgage-Backed
Certificates Series 2006-C

Duane Morris LLP
30 South 17th Street
Philadelphia, PA 19103-4196
Phone (215) 979-1124
Fax (215) 827-5536
siseiden@duanemorris.com

Respectfully submitted,

Veronica A. Williams
Pro Se Counsel
/s/ Veronica A. Williams
StopFraud@vawilliams.com

June 21, 2019

(202) 486-4565

NJ COURT FILING

DATED JUNE 21, 2019

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Veronica A. Williams
P.O. Box 978
South Orange, NJ 07079
Email StopFraud@vawilliams.com
Phone 973-715-8580

THIS DOCUMENT MAY BE DOWNLOADED AT

http://finfix.org/NJSuperior_2019/Case-Docket_F-00839-13_More-Evidence-of-Fraudulent-Mortgage_6-21-19.pdf**SUPERIOR COURT OF NEW JERSEY**

HSBC Bank USA, National Association as
Trustee for Fremont Home Loan Trust 2006-
C, Mortgage-Backed Certificates, Series
2006-C

Plaintiff

Veronica Williams, et als.

Defendant, Pro Se

IN THE SUPERIOR COURT OF NEW JERSEY
ESSEX COUNTY
CHANCERY DIVISION

Case No. F – 000839-13**MORE EVIDENCE OF FRAUDULENT
MORTGAGE**

**EXECUTE INJUNCTON AGAINST SALE OF
541 SCOTLAND ROAD, SOUTH ORANGE, NJ,
and DISMISS FORECLOSURE, and
DISMISS MORTGAGE AGAINST 541
SCOTLAND ROAD, S. ORANGE, NJ**

RELATED CASES:

U.S. Court of Appeals, Third District 19-1032

U.S. District Court of NJ Case 2:16-cv-05301-ES-JAD

NJ Case Docket No. ESSX L – 004753-13

NJ Case Docket No. ESSX L – 000081-11

MORE EVIDENCE OF FRAUDULENT MORTGAGE**Expert Confirms Agreement is Forged**

An analysis and review of the mortgage agreement filed by the Plaintiffs (NJ Case F-0000839-13) and by Defendants (US Court of Appeals Case 10-19032) **suggests that the mortgage agreement has been forged.** The report by Don Frangipani, a renowned forgery expert, is enclosed.

THE SCOPE OF THE FEDERAL CASE IS BEYOND THE JURISDICTION AND REACH OF THE STATE OF NEW JERSEY. Additional investigations have been initiated that will corroborate other elements of fraud and illegal acts in all cases surrounding the fraud against Williams.

With patience, I pray the Court dismisses this miscarriage of justice.

Respectfully submitted,

Veronica A. Williams
Pro Se Counsel

/s/ Veronica A. Williams

Veronica A. Williams

StopFraud@vawilliams.com

(202) 486-4565

June 21, 2019

DONALD FRANGIPANI
EXAMINER OF QUESTIONED DOCUMENTS

7119 13th Avenue ~ Brooklyn, N.Y. 11228
Phone (718) 232-3209 ~ E-Mail: Dfrangipani@aol.com

June 15, 2019

Veronica Ann Williams
541 Scotland Road
South Orange, New Jersey
07079-0978

Report of Forensic Signature Examination

Purpose of Examination

To determine whether or not Veronica Ann Williams wrote the questioned signatures and initials, and if the documents were manipulated.

Questioned Document

Q-1 Photoreproduction of Mortgage/Adjustable Rate Note, dated: March 27- BREA, CA, 92821. 541 Scotland Road, South Orange, N.J. 07029 (Exhibit A). This document consists of twenty-six (26) pages. Each page bearing the questioned initials of Veronica Ann Williams and the questioned signature on page four (4).

Comparison Signatures

The following bearing the known/genuine signatures of Veronica Ann Williams were utilized for comparison:

- K-1 A request submitted to the FBI and South Orange Police, dated: March 20, 2019.
- K-2 Copy of signature on a debit card, with two (2) full signatures and two (2) initials.
- K-3 Copy of a first page letter to IRS, dated: December 29, 2004.
- K-4 Copy of a first page of a letter to ACT Inc. Request For Bank Credit. Page 2 of 2 (undated).
- K-5 United States of America passport no. 471277272.

- K-6 New Jersey Motor Vehicle Commission/Application For Vehicle License Plate /And or Placard For Persons With a Disability, dated: 4-23-14.
- K-7 Copy of a filing to the US District Court of N.J. with original signature, dated: June 11, 2017.
- K-8 Copy of a filing to the US Court of Appeals with original signature, dated: May 22 2019.

Examination

Initial examination was based on side-by-side comparison of the questioned and known signatures, along with a microscopic examination or similarities between known and questioned writing.

The objective of this examination was to establish whether there are dissimilarities and/In addition, the writings are examined in detail regarding the line quality, rhythm, letter construction, size, speed, base-line, stroke structure, I-dots, t-bars and variation. Based on all of the aforementioned information obtained, a determination is made as to whether a reasonable conclusion can be drawn.

Findings

A review of all of the pages of the submitted Mortgage was limited to photoreproductions. In order to determine evidence of manipulation/superimposition, cut/paste, study of type font, spacing and signature examination it is imperative to forensically examine the original document(s).

Remarks

This examiner adheres to the reporting standards of the American Society of Testing and Materials (ASTM). All opinions are within a reasonable degree of professional certainty.

This report is respectfully submitted by,


Donald Frangipani
Forensic Document Examiner

Attached hereto and incorporated herein are the following:

- Letter of opinion.
- Copy of questioned document(s)
- Copies of known signatures
- My curriculum vitae

are problems in which initially only photocopies can be submitted. A document examiner consequently may need to express a tentative opinion from them despite the fact that he would prefer to make his study from the original documents.

The problems discussed are those most likely to be answered from photocopies. Others cannot. An actual erasure may not be recognized in some photocopies since certain types of flaws such as disturbed paper background are obscured. Differentiation between inks and writing instruments and determination of the sequence of strokes require examination of the original document. Of course proper paper examinations cannot be made, and there are other questions requiring the study of the original documents to reach any opinion.

Only the best photocopies, carefully made directly from the original document, allow accurate preliminary opinions. The second-generation photocopy, that is, a photocopy of a previous copy, can be very restrictive. Each subsequent recopying leads to a less valuable reproduction. One should inspect a copy to be submitted to a document examiner for study to assure that fine details are recorded. Those which cannot be seen in the photocopy cannot subsequently be made visible on the copy by any techniques available to the examiner. The only way to retrieve these lost details is to recopy the original document more carefully.

Should experts work from photocopies? It is debatable. Some workers refuse to examine all copies, but the practical examiner recognizes that it is necessary to rely on copies at times. There are problems in which the original can no longer be found. Certain questions still require some answers. He must reserve the right, of course, to inspect the copies and to reject those that in his judgment are inadequate. He may need to qualify his findings if after a study of the reproductions he should find key elements less clear than they originally appeared. The person who submits the problem must also recognize that not every questioned document examined from the original can necessarily be answered without qualification; qualified answers from somewhat restrictive photocopies must also be expected.

Fraudulent Photocopies

With the widespread use of photocopies, one can expect an occasional copy to have been manipulated in some way or other. Fraudulent photocopies are relatively rare, but they may be encountered in both criminal and civil problems. Their exposure combines thorough field investigation and careful study by the document examiner.

When there is any question concerning a photocopy, the obvious step is to compare it with the original material. However, circumstances may dictate that the document is not readily available or that it

into a number of small squares or dots of various sizes and shapes.³² Instead of the writing stroke being a continuous line, it is actually discontinuous, made up of a series of small dots. The effect to the eye is a line of varying intensity and shading, but with the use of a low-power magnifier, the actual makeup becomes apparent even when a fine screen is used. This curtailment on the use of magnification is a serious limiting factor in document examination.

One of the more common problems in which published copies serve as standards involves the proof of writing of famous persons long since dead. Often this writing comes from an old book containing reproductions of letters or signatures. These older facsimiles are inferior to modern cuts since prior to about 1900 they were made by hand rather than by modern photographic methods. Thus, despite skillful workmanship, these reproductions were less accurate than modern photo-mechanically made illustrations.

Analysis of Photocopies

The document examiner can make certain examinations of good quality photocopies. In virtually all instances the somewhat defective methods common during the 1950s have been discarded. These methods, Verifax, diffusion transfer, and Thermo-Fax, limited the document examiners work significantly and more so than the better-quality present-day copies or good Photostats. Current photocopying techniques do not record the same degree of detail as properly made photographs, but the examiner can often reach a reasonably accurate conclusion from them.

Not all questions can be answered from a reproduction. However, general handwriting can often be tentatively and sometimes be positively identified. This condition also holds for signatures. These examinations many times lead to conclusions that are consistent with those reached after a review of the original documents, which should reveal greater detail. Photocopies of skillful forgeries can hide subtle defects, although in all probability some suspicious details will be inferred or recognized after careful study. A properly made photocopy of an average or poor-quality forged signature certainly contains typical flaws. Typewriting identifications can be undertaken, but as has been pointed out, if the reproduction is not exactly to scale, they may be significantly restricted when alignment factors are controlling. There

³²The screen is a transparent plate cross ruled with a series of fine opaque lines. Not all screens have the same number of lines per inch. A finer ruled screen, i.e., one with a greater number of lines per inch, has the advantage of increasing the detail in the finished printing. The type of paper used for printing, the intended use of the cut, and the cost are contributing factors in the selection of the screen size.

that can be supported by the more limited material, and, subsequently, the results that are supported by the standards as a whole.

45. What Results can be Expected from Handwriting Examinations?

Insofar as handwriting examinations are concerned, the results of an examination are dependent upon the amount and significance of the evidence that the study discloses. This may be hampered by restriction to photocopies or inadequate standards. It may also be that the questioned writing is too brief to contain a sufficient combination of writing habits to support a conclusion, as is frequently the case with initials or numerals. Given the appropriate material in both nature and amount, definite conclusions are normally achievable. Unfortunately, such circumstances are not always encountered.

Photocopies, etc.

When dealing with reproductions of questioned or disputed handwriting, such as photocopies or facsimile transmissions, care must be exercised in the manner of reporting results. When a handwriting examiner identifies a writing appearing in a photocopy, he or she is, in fact, identifying a writing that is not on the paper of the photocopy, but on another document that the examiner has not seen. Whether writing appearing in the reproduction is an actual inscription on the document on which it purports to reside, only an examination of the original document will determine. Learned examiners are aware of the ease with which photocopies can be falsified. Findings must be so worded, then, that they clearly indicate:

1. The identification is of a writing on a document of which the material at hand purports to be a trustworthy reproduction.
2. The findings are subject to confirmation of their existence as original writings, upon examination of the original document.

Conclusions vs. Opinions

Some controversy has been noted in the views of examiners as to whether the results of their examinations should be expressed as conclusions or as matters of opinion. It may be that the legal need for a definition and classification of the kind of testimony that an expert gives, that might otherwise be considered inadmissible, has contributed to some confusion in nonlegal minds.

The Shorter Oxford English Dictionary defines *opinion* in the traditional legal sense as:

"The formal statement by an expert or professional person of what he (she) thinks, judges or advises upon a matter submitted to him (her)."

This then, is the name given to the kind of testimony that a professional might provide. It says nothing about the substance of that testimony or the basis on which that statement has been established. It suggests that it is deemed to be advice. Some examiners, in response to the challenge that their testimony is merely an opinion, have argued that they offer a considered opinion.

FAQs



? Can you describe an individual's personality from examining handwriting?

A There is a separate field of study called "Graphology" which deals with personality and handwriting. Questioned Document Examination is a forensic science, concerned with identification of handwriting and technical aspects of document preparation. In some countries during some time periods, document examination and graphology have been studied together and practiced by the same professionals. Today, in the United States, the two fields tend to be mutually exclusive.

? Can right or left handedness be detected by examining handwriting?

A Contrary to popular belief, there are three things that can not be reliably ascertained by examining handwriting. One of those is the "handedness" of the writer. The other two things are the author's gender and age.

? Can you compare printed writing to cursive writing?

A No. That is an "apples and oranges" situation. Although there are some writing traits that carry over between cursive and printing, you can not project from cursive how an individual's printing would look, and vice-versa.

? Can you examine documents in a foreign language?









A Yes, it is possible, but the examiner must first learn about the characteristics of the written language and how that writing is taught. For example, in some languages, placement of diacriticals (distinguishing strokes) is important, and in other languages, shading of handwritten strokes is significant. The actual methods of examination are the same, but factors are weighed differently when the structure of the writing varies among languages.

? Can a document examiner work with photocopies of questioned documents?

Q This question must be answered on a case by case basis. If the copy is a good one and if there is enough information in the writing to allow an opinion, a copy is sufficient. But there are some situations where the opinion rests on a subtle aspect of the writing that might only be visible on an original viewed under the microscope. In such situations, examination of the original is critical.

Q Can a client fax documents to you for examination?

A A fax of a questioned document is of very little use. The fax process digitizes the copy, obscures detail, and adds flaws to the document. Of course, there are document questions about faxed documents, but those are best handled by examination of the original faxes themselves.

			
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DONALD FRANGIPANI
EXAMINER OF QUESTIONED DOCUMENTS

7119 13th Avenue ~ Brooklyn, N.Y. 11228
Phone (718) 232-3209 ~ E-Mail: Dfrangipani@aol.com

CURRICULUM VITAE

1955-1958 United States Army - Honorable Discharge

Last Military Assignment

U.S. Army Forensic and Second Field
Hospital, Germany

Duties

Forensic Laboratory Technician
Colonel Michael Whelan/Captain Raymond
Biernacki (Supervisors)

Specialized Training in Questioned Documents

Internship - Document Trainee under tutelage of
Professor Wintermatel (University of Stuttgart - 16
months) and members of the GESELLSCHAFT
FORENSISCHE (GFS)/Association of Freelancing
Forensic Experts.

Training involved various aspects of questioned
document examination. Structured reading of text-
books and existing professional papers. Research
projects and completing numerous practical exercises.

Topics studied during training included: examination
and identification of handwriting, hand-printed numbers,
typewriting, stamp impressions, photocopies, paper, inks
and writing instruments, detection of erasures, alterations,
decipherment of erased, obliterated text, penmanship system
and latent fingerprint development.

Additional Training

United States Army Photography and Projectional School-
Munich, Germany.

1959-1961 Columbia University College of Physicians and Surgeons
(recommended by Col. Michael Whalen - U.S. Army)

Duties

Pathology and Neurology technician.

While employed in this capacity, I continued my studies in handwritten identification. I was engaged in a research program which consisted of handwriting studies on patients with various neurological disorders (e.g. Parkinson's disease motor disorders, multiple sclerosis and brain tumors). This research was to establish the effect of handwriting prior, during and after these problems.

Further research was conducted in both the pre and post operative stages of lobotomy's, trauma and other neurological surgery procedures. Other research studied was the psychophysiological effects of handwriting (e.g. shock, fear, mood, drugs and alcohol).

1963-1973 Employed as an Investigator/Security with various investigative services. Continued study in the field of questioned documents.

1975 Licensed as a New York State Private Investigator. Founded, All City Investigations and Forensic Services, Inc.

1977-1981 Associated with Vincent J. Scalice, retired Detective N.Y.P.D. Continued study in questioned document examination, forensic photography and latent fingerprint examination with Vincent Scalice.

1988-1993 Studied under the tutelage of Felix Klein (Manhattan Handwriting Institute).

I continue to study and research in the field of questioned documents and handwriting identification and keeping abreast of periodicals, books and literature published by experts and agency's authority. I have visited government and private questioned document laboratories to observe techniques and procedures. I retained a complete library of texts on handwriting and questioned documents. I attend numerous training conferences.

Professional Courses, Seminars and Workshops Attended

1968 Society of Medical Jurisprudence/Lenox Hill Hospital.
Writers health in detecting forgery and identifying signatures.
Ordway Hilton, Speaker.

August, 1986 **International Association For Identification**

- a) Study of mental aptitude while writing under stress
- b) Use of Video Spectral Comparator (Lt. Josey, Escambia Sheriff's Office)
- c) Questioned Document Photography (S.A. Sanders, U.S.)
- d) Signature Workshop
- e) Counterfeit and altered credit card (Darryll Marshall, Pompano Beach P.D.)

April 1, 1987 **Tri-State Legal Photographers**
(Questioned Document Photography - Peter Tytel)

Topics

Indented writing, watermarks, seals, rubber stamps, bisecting lines, charred documents, chart preparation and use of transparencies and over-lays.

January, 1989 **Valencia Community College/Orlando, Florida**
Ronald M. Dick - Instructor

Topics

- a) Introduction to the Field of Questioned Documents
- b) Conducting the examination of handwriting and hand-printing
- c) Examination of signatures
- d) Examination of typewriter material
- e) Acquisition of special material
- f) Miscellaneous document problems
- g) Legal aspects of questioned documents
- h) Handwriting systems
- i) Acquisition of exemplars

May, 1989 **Evidence Photographers & Tri-State Legal Photography Seminar**

Close-up Photography of Demonstrative Evidence
Larry Shavelson

- May, 1990 Advanced Latent Fingerprint Techniques
 FBI SA Tim Trozzi/Felix Bigor
 Kodak Photography/Fingerprint Techniques
 Latent Fingerprint Workshop
- May 7, 1991 Polaroid School of Law Enforcement Imaging - Imaging
 Application
- June 7-10 1991 **Conference of the International Association For
 Identification Fallsview, NY**
 a) Latent Fingerprint Workshop
 Kenneth Zerchie - Connecticut State Police
 b) Forensic Photography
 Luther Dey - Rochester Institute of Technology
- July, 1991 **International Association for Identification
 (76th Annual Education Conference)**
 Questioned Document Section Program
 a) Typewritten Examination
 Supervisory Special Agent David W. Attenburger
 (Federal Bureau of Investigation)
 b) Signature Workshop
 Deputy Sheriff Don Fandry
 (Questioned Document Examiner/Los Angeles County
 Sheriff's Department)
 c) "The Relationship Between Disguised Handwriting and
 Years of Formal Education"
 d) "Death of the Depressed Writer"
 "Fraud of a Checking Account"
 "Identification of the Altered Number"
 "Questioned Document Examination Manual for Investigators
 (Marvin Morgan Q.D. - San Antonio, Texas)
- June, 1992 **International Association for Identification
 (77th Annual Education Conference)**
Questioned Document Section Program
 a) Document Diamonds - Sidney Goldblatt

- b) Tagger Graffiti - Don Fandry
- c) Automated Handwriting Identification - Don Fandry
- d) Document Dating by Ink Analysis - John Hargett
- e) Signature Comparison Workshop - Don Fandry
- f) Alternate Light/Digital Imaging Enhancement Photography
- g) Preparation of Court Charts

Dec. 1992 Handwriting Identification and Obtaining Handwriting Exemplars
(William Duane - Connecticut State Police)

Oct. 1993 **New Jersey Association (I.A.I.)**
Handwriting and Questioned Document examination for Law
Enforcement personnel
(Lt. Glenn Owens - Essex County, N.J.)

April 19, 20, 21, 1994 **38th Annual Tri-State Educational (I.A.I.) Conference,
Atlantic City, New Jersey**
Latent Fingerprint Techniques - Mitchell Hollars, FBI
3M Fingerprint Visualization Systems - David Weaver
P.C. Based Fingerprint Matching - Det. Roger Brooks, Danbury P.D.

Sept. 1994 **National Academy of Forensic Examiners,
Branson, Missouri**
Disguised Writing, Longitudinal Case Study of a Heart Attack via
Pre-Juncture Post Hand Writing Specimens, Arabian Writing
Identification, Report Writing, Light Energy For law Enforcement.
Questioned Document Examination, Pen Computing and Digital
Signatures, and Opinions: Letters of Opinion and Reasons Why.

April 2-5, 1995 **Saratoga NY 39th Annual NY State Conference**

- a) Evidence Photography - Polaroid Corp.
- b) Palm Print Examination - Ron Smith
- c) Fingerprint Developing Workshop - John Olenik
- d) Behavior Profiting - Lt. J. Edward Grant

March 24-27, **Tri-State 40th Annual Educational Conference**
1996

Use of Alternate Light Source

SPEX Forensic Instruments

April 30, 1996 **Tri-State Legal Photographers**

a) Photography and Demonstrative Evidence
Stephen Wheeler Esq.

b) Photography and Demonstrative Evidence
Larry Shavelson/Close-up photography

c) Documentation of Imprint and Impression Evidence
Kenneth Zerchie/Connecticut State Police

d) Footwear Examination Workshop
Ernest Hamm/Florida P.D.

May 17-18, 1998 42nd Annual Tri-State Identification Conference, (I.A.I.)
Albany, New York

Technology Advance in Latent Fingerprint Technology/Dan Foro, D.C.J.S

Digital Imaging/Ronald Martino/Rochester Institute of Technology.

May 20-23, 2001 **Tri-State 45th Annual Educational Conference I.A.I.**
Suffern, New York

Digital Imaging; PC Pro's - David Witzke

Questioned Document Case Review
Herbert McDonell/Laboratory of Forensic Science

Examination of forged test papers (Austin case).

Examination of ink, paper and typewriter utilized to forge a
Last Will and Testament.

Examination of knife cutting marks in paper reams.

Professional Associations

American Board of Forensic Examiners

International Association for Identification

New York State Division of the International
Association for Identification (Board of Directors)

Licensed Detectives of the New York State

I am presently engaged in a research project involving handwriting specimens of patients in nursing homes who suffer from Parkinson's Disease, Alzheimer's Disease, strokes and other neurological disorders.

Equipment

Unitron comparison microscope, Leitz Stereo microscope, numerous magnification lenses, ultra-light, infra-red equipment, light box and various camera, video and copy machines.

Assignments as an Expert

18B Panel Assigned Counsel

CJA Panel Federal Courts

Nov. 15, 2005 **Guest Speaker**

New York State Identification Division of the International Association for Identification Conference - Williams Lake, New York

1993 World Trade Center - Assigned as an expert in the Ramzi Yousef trial.

Publications

Written and published an article "The Exemplar" a journal published by the National Bureau of Document Examiners, entitled "Restoration and Decipherment of Obliterated Documents", 1990.

Television Appearances

Nov. 6, 1995 Fox 5 News - "Fake or Not" Autograph Examinations

Nov. 16, 1995 WCBS TV News with Marcia Kramer- "Alteration of Dates On Food"

Nov. 10, 2001 Americas Most Wanted - " 1993 World Trade Center Attacks"
Examination of questioned documents/handwriting related to terrorist Ramzi Yousef.

Reference Library

Numerous books, journals, periodicals, and articles authored by experts in the field of Questioned Documents, including Secret Service, F.B.I., Police Departments, autograph books, and various signature specimens of various sports figures and people of notoriety.

I have testified and qualified as a Questioned Document Examiner in Federal, State and Civil Courts in New York, New Jersey and Kingston, Jamaica. I have testified in numerous hearings, arbitration's and Grand Juries.

Present Employment

President/Director - ALL CITY INVESTIGATIONS & FORENSIC SERVICES, INC.

New York State Private Investigator Lic. #24629

Appointed as Commissioner of Deeds #22690

REFERENCES UPON REQUEST

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION - BERGEN COUNTY
INDICTMENT NO. S-1370-90

STATE OF NEW JERSEY

-vs-

STENOGRAPHIC TRANSCRIPT OF
TESTIMONY OF DONALD FRANKLIN
(Morning Session)

GERALD J. SCHER,

Defendant.

Place: Bergen County Courthouse
Hackensack, New Jersey
Date: Wednesday, October 21, 1990

B E F O R E:

THE HONORABLE ANDREW P. NAPOLITANO, J.S.C.

A P P E A R A N C E S:

MARILYN G. ZDOBINSKI, ESQ.
Assistant Prosecutor, Bergen County
For the State of New Jersey

MARTIN S. GOLDMAN, ESQ. (Harkavy, Goldman, Goldman & Co.)
and
JACOB R. EVSEROFF, ESQ. (New York Counsel)
For the Defendant

REPORTED BY:
DIANE SAJLE, C.S.R.
OFFICIAL COURT REPORTER

1 qualified in the State of New Jersey, Superior Court.

2 Q Approximately how many times have you testified as a
3 questioned document expert?

4 A 75 to 80 times, approximately.

5 Q When was the last time you testified as an expert?

6 THE WITNESS: Can I review my notes, your Honor?

7 THE COURT: Yes.

8 A The last time I testified as an expert witness was before
9 the State University of New York Board of Education on May 21,
10 1991.

11 Q Now, have you ever been retained as an expert by a
12 federal agency?

13 A Yes, I have, sir.

14 Q What agency was that?

15 A National Credit Union Administration.

16 Q And have you ever been appointed as an expert by a
17 Court?

18 A Yes, I have.

19 Q And when was that?

20 A I'm assigned to the 18-B Panel in New York, legal aid, and
21 the C.J.A. Panel of the Federal Courts.

22 Q Assigned by who?

23 A By the Court.

24 MR. GOLDMAN: I submit Mr. Frangipani is qualified to
25 testify as an expert in the area of questioned documents.

1 objection to this as part of cross-examination, but I don't think
2 it goes to voir dire with regard to his expertise.

3 THE COURT: Well, it's the type of thing you would want
4 to bring out before the jury with respect to the expertise. You
5 want to challenge the expertise, or are you going to use the voir
6 dire just to obtain more information so you'll know what you're
7 going to ask him when he testifies before a jury?

8 Q I would ask, sir, if you have ever been qualified as a
9 questioned documents examiner in the Superior Courts of the State
10 of New Jersey?

11 A Yes, I have.

12 Q When was that?

13 A Last time, I can't remember the exact date, it was before
14 Judge Strelecki in Superior Court in Newark, Tillis vs. Tillis.

15 THE COURT: That was a matrimonial case.

16 THE WITNESS: Yes, sir. That involved a lot of
17 checks.

18 MS. ZDOBINSKI: Your Honor, I don't have any further
19 questions with regard to his qualifications.

20 THE COURT: The witness is amply qualified, and the
21 Court will so characterize him on the basis of his background and
22 experience, which is extensive, on the basis that his involvement
23 with governmental agencies is very extensive. He may testify in
24 this hearing as an expert in the field of questioned documents
25 with respect to any documents in this case.

Court Qualifications

1. *New York Bronx Supreme Court*
2. *New York County Civil Court*
3. *New York Supreme Court (Manhattan)*
4. *New York Supreme Court (Brooklyn)*
5. *Kings County Grand Jury*
6. *Kings County Surrogate Court*
7. *New York Landlord/Tenant Court (Kings County)*
8. *Supreme Court (Nassau County)*
9. *Westchester County Criminal Court (White Plains)*
10. *Suffolk County Civil Court (Riverhead)*
11. *Queens Criminal Court (Kew Gardens)*
12. *Queens Civil Court*
13. *Richmond County Supreme Court (Staten Island, New York)*
14. *Federal Court (Southern District New York)*
15. *Federal Court (Eastern District)*
16. *State of New Jersey Superior Court (Hackensack, New Jersey)*
17. *American Arbitration Association of New York*

*Consultant - New York State Office of Attorney General/Medical Fraud.
Frangipani has been retained by State Attorney General Office For Medicaid
Fraud, corporation, brokerage houses, insurance companies, numerous law firms,
District Attorney Kings County, National Credit Union Administration.*

*He has also been retained in matters for Legal Aid Society of New York as well as
Federal CJA and New York 18B Panel.*

7/1/1985 U.S. V. Louis Gauttiero. United States District Court/Southern District.
Attorney: Paul Kearson

7/7/1978 Grand Jury – Kings County – New York
Re: People v. Otero Case no. 1737-78

4/30/1979 Supreme Court – Kings County New York.
Judge: Luigi Marano. Case no. 1737-78.

8/19/1983 United States District Court – Newark New Jersey. Hon. Judge Dickerson R.
Debevoire J.U.S.D.C U.S. v. Thomas Riley. Attorney: Louis Sette, Esq.

5//8/84 Queens Supreme Court. Re: John Burke. Atty: Richard Leff

1/1986 National Labor Relation Court. Atty: Chuck Elmore

2/27/87 Federal Bankruptcy Court – Eastern District. Re: Lloyd Schaefer

2/1/1988 Supreme Court – Kings. Judge Ronald J. Aiello
Re: People v. Daniel Maldonado. Indictment no. 5672

8/7/1990 Supreme Court – Kings County. Judge: Leroy Hutner
Attorney: Steven Murphy
Re: Nevilla Clark

1990 Superior Court – Newark, New Jersey. Judge: Hon.Strelecki. Case: Tillis v. Tillis

5/21/1991 Levittown School District. Judge: Hon. Walter Donnaruma
Re: Zimmerman, Richard

10/23/1991 State of New Jersey – Superior Court Law Division – Bergain County.
Ind. no. S-1370-90
Judge: Andrew P. Napolitano. Re: State of New Jersey v. Gerard Scher.
Attorney: Martin Goldman

2/21/1992 Supreme Court – Barry Street-Kingston, Jamaica. Re: Michael A. Lorne
Attorney at Law

5/1992 Supreme Court – Suffolk County. Judge: Newman. Re: State v. Richard Henning

7/15/1992 Supreme Court – N.Y. County. Judge: Lockman. Att. S. Gelzoff.
Re: Syrote v. Hirsch

10/14/92 Federal Court – Eastern District. Postal Inspectors: Martin Biegelman
Re: Nicholas Allocco

6/1993 Supreme Court – White Plains. Judge: Harold Wood.
Re: Neme v. Neme

6/18/1993 Supreme Court – Nassau County Pt. 4. Judge Rucollo. Re: Daley

3/1994 Queens Supreme Court. Attorney: Richard Leff. Re: People v. Teri Eisner

11/13/1995 Supreme Court – Bronx County. Pt. 47. Judge Prire. Re: People v. Rosario

12/1995 Supreme Court Part 20. Judge Kassoff. Re: Daniel King Le v. Pistilli.
Attorney: Stanley N. Young

5/20/1996 American Arbitration Association. Case no. 30055995
Between St. Lukes Hospital and New York State Nurses Association
Case: M. Mills
F. Reynolds
J. Goodwin

7/8/1996 Supreme Court – Kings County
New York City Transit Law Department, Workers Compensation Division. Gary C.
Perry – Counsel v. Ronald Gordon and Gary Rosenberg

4/1997 National Labor Relation Board. St. Lukes Hospital Center.
Attorney: Lewis Anchor, Human Resources

9/3/1997 Supreme Court – County of Queens (Civil). Judge: Badilla. Re: Lui v. Shiek

9/9/1997 Civil County – Kings County. Judge Greenstein. 15 Willoughby St. Rm. 205A
Attorney: Jack D'Emic. Re: NYMEX v. Tsentzelias. Indictment no. 5174/96

8/1998 Attorney: Krieger & Schnieder

8/21/2001 Civil Court – New York City. Rm. 242. Attorney: Gary Pelusso

2/6/2003 Supreme Court – New York State, Kings County. Index no. 127031/02
Nicholas Doyle – Special Referee
SRH Healthcare Management v. Manhattan Total Health & Medical Diagnosis
and Dr. Thomas Giordano (defendant)

5/27/2004 Civil Court – Queen County. Pto. Judge: Margaret Parisi McGowan
Re: Rene Pina's v. Mirsad Selimovic

2/9/2007 Supreme Court N.Y. County. Judge: Hon. Lowenstein
Attorney: Herman Tarnow. Re: Oral v. Oral

4/2007 United States District Court – Southern District of N.Y. Hon. Gerard Lynch
United States v. Peter Castellanetta & Curtis Gatz

12/12/2007 Supreme Court – Kings County, New York. Judge H. Kramer. Civil Term – Part 13
Index no. 33928/04. Nathan Leefer against Elsie Ward

2/6/2008 Supreme Court – New York County. Judge Richter & Hon. Ref. Doyle Rm. 551
Re: Thomas Giordano/SRH Healthcare v. Manhattan Total Health

7/2006 Supreme Court – Queens County
Re: Kettly Bernard Cadet
v.
Shantel Gobin, Shantel Gobin
Mohar UN Nessa
Long Beach Mortgages

5/8/2008 Surrogates Court – Kings County. Hon. Judge Margarita Torres
Re: Edward Shepard

7/8/2008 Civil Court – Kings County, Judge Edwards, Pt 58
Re: Kindell Robinson. Index no. CV200738-06 CK-1

5/6/2009 Supreme Court – Kings County
Re: Adelman

5/7/2009 Supreme Court – Kings County. Re: Zagranichny v. Edelman.
Attorney: Yevgeny Tsyngauz.

10/1/2010 Civil Court – Kings County, 141 Livingston Street (Housing). Judge: Silkowitz
Re: Pagano v. Salini. Index no. 072952/2010

2/27/2012 New York State Department of Labor/Unemployment Division;
Riverhead, New York
v.
Ziatniski
Attorney: Frank S. Scagluso

6/6/2012 New York City County Civil Court. Judge: Sniederman.
Re: Kalish v. Roxborough. Attorney: Petuso & Tougher

10/29/2012 Civil Court – Richmond County. Judge: Demond. Attorney: John Dalten
Re: Emiliano Navarro

- 2/21/2014 Family Court – Kings County, 350 Jay Street, Brooklyn NY
Judge: Catanzaro. Re: Martinez v. Margary
- Supreme Court – Kings County. Re: 1136 Realty LLC v. Union Street Realty (David Wise) Attorney: Michael Hiller
- 2/22/2016 Supreme Court – Kings County.
Judge: Richard N. Allman Re: Varela v. Yuzefpolsky
Attorney: Michael Drobenare
- 3/31/2017 New York State Division of Housing and Community Renewal – Legal Affairs
Judge: Honorable Cecil Hollins
- 6/5/2017 Manhattan Family Court
Judge: Jessica Sin. Re: Charles Barrow
Attorney: Elliot Podhorzer
- 10/27/2017 Surrogates Court – Bronx County
Estate of Norman Hammes

LAW OFFICES
FRANK S. SCAGLUSO

191 TERRY ROAD
SMITHTOWN, NEW YORK 11787
(631) 265-9900 - FACSIMILE (631) 265-6273
Website: www.SCAGLUSO.com

March 20, 2012

Donald Frangipani Forensic Document Examiner
71-19 13th Avenue
Brooklyn, NY 11228

RE: NYS Department of Labor Unemployment Division Hearing

Dear Mr. Frangipani:

Please accept this correspondence as our gratitude and appreciation for your professional forensic handwriting services provided with reference to the unemployment hearing held recently. Your preparation and testimony was extremely persuasive and invaluable to our case. I appreciate your professionalism, and look forward to working with you in other matters as the cases may arise.

Again, thank you for your professional expert testimony and assistance.

Very truly yours,



FRANK S. SCAGLUSO

FSS:pac

Enclosures

JOHN R. WINN

ATTORNEY AT LAW
13 NORTH STREET
GRANVILLE, NEW YORK 12832

TELEPHONE
518 642-1365

FAX
518-642-1436

April 26, 2013

Mr. Donald Frangipani
7119 13th Avenue
Brooklyn, New York 11228
Fax No. (718) 232-3396

Re: Estate of Marjorie Elaine Hurley

Dear Mr. Frangipani:

On January 20, 2013 you provided me with your Report in the above setting forth your opinion that the signature on the GE Beneficiary Designation form dated February 22, 2012 was not the signature of the decedent, Marjorie Elaine Hurley. Shortly thereafter, I was able to obtain records from GE which established that the blank GE Beneficiary Designation form was not faxed to the attorney's office until the afternoon of February 23, 2012. The hospital records establish that as of the afternoon of the 23rd, Marjorie Hurley was unconscious and would not have been able to sign any documents.

As a result of the above, the defendant withdrew her claims to the GE benefits, which totaled a little over \$115,000.00, and GE is now processing my client's claim for those benefits.

Thank you again for your Report. It was important in establishing my client's position as the proper designated beneficiary of the GE benefits.

Very truly yours,



John R. Winn

CIVIL COURT OF THE CITY OF NEW YORK
 COUNTY OF KINGS: HOUSING PART O

DIANE PAGANO AS EXECUTRIX OF THE ESTATE OF JOSEPHINE FERRANTI, X

Petitioner-Landlord,

L & T INDEX NO.: 072952/2010

-against-

DECISION/ORDER

VINCENT & MARISSA SALINO,

Respondent-Tenant,

JOHN DOE,

Respondent-Undertenant. ✓

J. SIKOWITZ: X

Petitioner, Diane Pagano as executrix of the estate of Josephine Ferranti, commenced this holdover proceeding seeking possession of apartment 1 and basement at 2113 West Street, Brooklyn, NY 11223. It is undisputed that the subject premises is two family house, and respondent's defense to this proceeding is that the owner, Ferranti, entered into a twenty year lease with him dated December 26, 2007 when she was ninety six years old. A trial was conducted on October 1, 2010 and both sides are represented by counsel.

Diane Pagano, the niece of the deceased owner and executor of the estate, testified credibly in support of petitioner's prima facie case. Ms. Pagano testified credibly that no rent or use and occupancy (U&O) has been paid since May 2010 and respondent owes U&O from June through October 2010. The witness testified that her aunt died in October 2010 at the age of ninety nine a mere three weeks before her one hundredth birthday. Ms. Pagano testified that she believes the fair market rental value for the subject apartment is \$1500.00. This was not based on her personal knowledge of comparative rents in the area.

On cross examination Ms. Pagano testified credibly that she has knowledge of her aunt's business affairs including her bills, banking and the subject premises. She testified that she was in charge of the property with her aunt, and that she learned about respondent five years ago when he moved into the subject apartment. Her aunt told her about respondent's tenancy and stated that he was a month to month tenant. She testified that Ms. Ferranti had a caregiver, Marie, who was also involved. After Ms. Ferranti died, the witness came up from Florida, where she lives, to clean up her aunt's home and go through all her papers. Ms. Pagano testified credibly that there was no lease in the deceased owner's business or household papers.

On re-direct the witness testified that her aunt would have discussed giving the respondent a lease with her. The issue of a lease with respondent was never brought up by the deceased owner or mentioned by her to anyone.

Respondent Vincent Salino testified on his own behalf and he was not a credible witness. He testified that he grew up on the block and moved in alone five years ago. Subsequently he got married and had two children, who also live in the apartment. Mr. Salino testified that Ms. Ferranti was "stressed and tired" by the maintenance of the property, and he offered to buy the house from her. He testified that he suggested that he would buy the house and give Ms. Ferranti a life estate. He testified she did not like that idea, and he then suggested a long term lease. He testified that he signed this twenty year lease with the deceased landlord and no one else was present except for the notary, Mia Arata, who notarized Ms. Ferranti's signature and not the respondent's signature. The court notes that Ms. Arata was not produced as a witness.

On cross examination the respondent admitted that the notary is a facebook friend of his and an "acquaintance." In addition, respondent testified that he knows Ms. Pagano and he never discussed the lease with her or even mentioned it until after she commenced this holdover proceeding. When asked on cross examination why respondent failed to add his wife's name to the twenty year lease, respondent did not have an answer. On cross examination respondent testified that the lease came about because he performed renovations in his apartment and "Josie" (Ms. Ferranti) became concerned. On direct examination, respondent testified that the lease came about because he wanted to buy the house and give Ms. Ferranti a life estate. When she refused that offer, respondent testified he suggested the lease. Respondent was not credible as he gave two different explanations for the twenty year lease. He offered no explanations for why he never mentioned this lease to Ms. Pagano until after the holdover case commenced, and no explanation for why there was not a copy of the lease in the deceased owner's personal papers.

The respondent testified that he had no idea who prepared the lease, and he did not discuss this lease with anyone. Respondent testified on cross examination that he is a vice president of Wolf Realty company. He has been a licensed real estate broker for seven years. He testified that he did not record this twenty year lease, and he testified that he never heard of recording a lease.

Rebuttal Witnesses

Donald Frangipani testified as an expert witness in the field of questioned documents and handwriting. Mr. Frangipani's extensive curriculum vitae is court exhibit 1. The witness testified credibly that prior to the trial he examined alleged, known and genuine signatures of the deceased owner, Josephine Ferranti, as well as a photocopy of the twenty year lease allegedly signed by Ms. Ferranti. At the trial, the witness was shown the respondent's lease with an "original" signature of the deceased owner. There was a ten minute recess to enable the expert witness to examine the original signature.

The witness examined the respondent's signature on the lease, and compared Ms. Ferranti's signature on the lease to her signature on her will, and on her cancelled checks. Mr. Frangipani

testified credibly that there is no similarity of signatures between the signature on the lease and all the other signatures of Ms. Ferranti that the witness used for comparison. The witness testified that there are many factors that can affect a signature such as standing, sitting, medication and stress. He examined exemplars of Ms. Ferranti's signature from 2008 including her last will and testament, and a series of cancelled checks. He received a "bio" on Ms. Ferranti including her age, country of origin, and medical history as all these factors can affect a person's signature. He learned that at the time the alleged lease was signed, Ms. Ferranti was ninety seven years old, in good health, not on medication, and having no neurological impairments. Her attorney informed him that she would not sign anything without him present. Her attorney was Aldo Alleva, the attorney who witnessed her will.

The witness explained that the signature on the lease has a lot of "hiatus," meaning there are spaces and it goes up. The lease signature is scribble except for the "J" and one other letter. There is no consistency and no base line in the lease signature, which is different than all the exemplars of Ms. Ferranti's signature.

On cross examination, the witness testified credibly that Ms. Ferranti was instructed not to sign anything without Mr. Alleva present. The witness was asked about the effect of age related arthritis on the lease signature, and the witness testified he took it into account. In addition the exemplar signatures were made after the lease was allegedly signed when Ms. Ferranti would have been older. The uncontroverted testimony of the expert witness is that the signature of Ms. Ferranti on the respondent's lease is not the signature of Ms. Ferranti.

Diane Pagano testified as a rebuttal witness and she stated that from 2007 through 2009 Ms. Ferranti was not taking medication. She also testified that Ms. Ferranti did not suffer from arthritis. Ms. Pagano testified credibly that Ms. Ferranti was in exceptionally good health, that she died of old age, and they spoke to each other constantly until the time of her death, Ms. Pagano saw Ms. Ferranti in the beginning of October 2009, and she died at the end of October 2009.

Based on an overwhelming preponderance of the credible evidence, the court finds that the deceased owner, Josephine Ferranti, did not sign the lease submitted by the respondent, that respondent is a month to month tenant in a two family house, and the tenancy was properly terminated. There is currently due and owing use and occupancy from June through October 2010 at \$1,000.00 per month, which the court finds to be reasonable fair market rental value for the subject first floor and basement. Therefore, petitioner is awarded a final judgment of possession, a money judgment for \$5,000.00 representing outstanding use and occupancy through October 2010, a warrant shall issue forthwith, and execution shall be stayed through October 15, 2010 for payment of \$5,000.00, and if the \$5000.00 is timely paid, execution of the warrant shall be stayed through November 30, 2010 on condition that U&O for November 2010 of \$1,000.00 is paid on or before November 1, 2010. After November 30, 2010, all stays shall be vacated. This constitutes the decision and order of the court.

DATED: October 6, 2010

OCT 06 2010



Marcia J. Sikowitz, JHC

MARCIA J. SIKOWITZ
JUDGE, HOUSING COURT

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA,

X

-against-

ORDER

01CR784 (LMM)

PETER LIOUNIS,

Defendant.

X

On behalf of Louis Fasulo, attorney for the above named defendant, and upon all the proceedings previously herein, it is apparent that the defendant Peter Liounis will require a forensic document examiner and handwriting expert to analyze and forensically compare the defendant's handwriting for his adequate defense, it is hereby,

ORDERED, that Dominic Frangipani is appointed as a forensic document examiner and handwriting expert in the above titled matter and will be compensated in accordance with the Criminal Justice Act at the rate of \$125.00 per hours plus expenses reasonably incurred. It is estimated that Mr. Frangipani will require no more than 25 hours to complete this assignment. If additional hours of services are required beyond the limits of this Order the Court will be so petitioned in writing.

DATED: New York, New York
November 28, 2006


HON. LAWRENCE M. MCKENNA
UNITED STATES DISTRICT JUDGE



KARASYK & MOSCHELLA, LLP
COUNSELLORS AT LAW

May 31, 2007

PHILIP KARASYK

JAMES M. MOSCHELLA

PETER E. BRILL

ADAM ETMAN

Mr. Donald Frangipani
7119 13th Avenue
Brooklyn, NY 11228

OF COUNSEL

MITCHELL HIRSCH

ELLIOT M. RUDICK

ALAN SERRINS

BARRY WASHOR

Re: Expert Witness Testimony in United States District Court

Dear Mr. Frangipani:

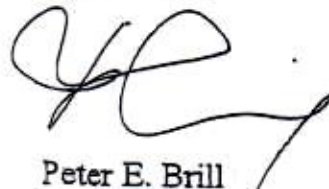
I am writing to thank you for your help and expertise in securing an acquittal for my client, Peter Castellaneta, and his co-defendant, Curtis Gatz, in their recent trial before the Hon. Gerard Lynch in the United States District Court for the Southern District of New York. It is safe to say that the results could have been much different if we had not had you on board.

I was impressed not only by your command of the subject material and your depth of experience—which are significant—but also by the unique fact that both the United States Attorneys and the Judge felt that you should not be required to be qualified as an expert. Judge Lynch was more than happy to waive the requirement and the prosecutors were equally happy to consent. Of course, the fact that you have testified for the government in the past contributed to all parties' confidence in your abilities.

As you know, you were one of the last witnesses we called, and I truly believe that you helped “put us over the top.”

Thank you again for all your help. We will certainly be requiring your services again in the future. Should you or any future clients have any questions, please do not hesitate to contact me.

Sincerely yours,



Peter E. Brill



Laura J. Kennedy, *President*

Michael Goldfarb, *Executive Director*

To Whom It May Concern:

I am writing to publicly thank Mr. Donald Frangipani for his invaluable assistance to AHRC/NYC in connection with his expert work and report which enabled us to show to governmental auditors that what they perceived as an attempt to increase billings by altering documents was in fact only, at worst, sloppiness in record-keeping, or at best, an attempt by our staff to accurately record what had happened, no matter that the record looked sloppy.

His expertise and diligent work were a major factor in our ability to convince the auditors that there was no fraudulent intent, and led to relatively minor findings.

He has also been of great help in a number of cases where we needed to verify signatures on documents.

Anyone seeking further information should contact me at 212 780-2665.

Most cordially,

Robert C. Gundersen
Chief Compliance Officer

LAW OFFICES
AARON M. FEINBERG
1777 East 10 Street, Brooklyn, N.Y. 11223
Telephone (718) 339-7224
Telecopier (718) 382-1091

New Jersey Office

475 Watchung Avenue, Suite 8
Watchung, New Jersey 07060
Telephone (908) 757-4440
Telecopier (908) 757-7675

Please respond to:

New York Office _____
New Jersey Office _____
Member of U.S. Patent
and Trademark Bar

January 31, 2008

Mr. Donald Frangipani
7119 13th Avenue
Brooklyn, N.Y. 11218

Re: Nathan Leifer v. Elsie Ward
Index Number: 33928/2004

Dear Mr. Frangipani:

I am writing to thank you for your invaluable assistance in connection with the above-referenced trial for specific performance. As you are well aware, the defendant alleged that she never signed the contract of sale. Since she was an elderly person, the court might have looked favorably to her testimony and believed her that the signature was a forgery.

Your testimony as an expert witness on our behalf was the major ace in our litigation in convincing the judge that indeed Ms. Ward signed the contract. Your testimony was invaluable in refuting her claim and stating positively that the signature was indeed hers. Once the court was satisfied that it was her signature, the court dismissed her statement that she was not mentally competent to sign a contract.

I believe the court was very impressed not only with your testimony, but with your wide comprehension and knowledge of the field of document authentication. Your exhibits and layout were unsurpassable and were indicative of your expertise and diligent work. Your work product was easy to follow and simple to understand.

It was a pleasure to deal with you as an expert witness. Thank you again.

Very truly yours,
Aaron M. Feinberg
Aaron M. Feinberg

AMF:je

STATE OF NEW YORK
DEPARTMENT OF EDUCATION

In the Matter of the Certificate held by

RICHARD F. ZIMMERMAN

to teach in the public schools of the
State of New York.

REPORT OF THE
FINDINGS &
CONCLUSIONS OF
THE HEARING OFFICER

APPEARANCES:

PAUL E. SHERMAN, JR., ESQ., Attorney for the NYS Education Department

RICHARD F. ZIMMERMAN, pro se.

HEARING OFFICER: WALTER DONNARUMA

INTRODUCTION & ISSUE:

By Order dated April 18, 1991, the Hon. Thomas Sobol, Commissioner of Education of the State of New York, designated the undersigned to conduct a hearing pursuant to Section 305(7) of the Education Law and Part 83 of the Regulations of the Commissioner of Education (8 NYCRR Part 83) concerning the appropriateness of permitting RICHARD F. ZIMMERMAN, hereinafter referred to as the Respondent, to teach in the public schools of the State of New York.

The hearing, held on May 21, 1991 in New York City, was brought about by the issuance, on May 23, 1988 by the Commissioner of Education, of a Notice of Substantial Question as to Moral Character concerning the Respondent. The Notice indicates that the substantial question was raised by (1) the Respondent engaging in inappropriate physical contact with a 14 year old student, and (2) the Respondent writing suggestive letters to the student.

The ultimate issue to be determined by this proceeding is whether the Respondent is morally fit to be certified as a school teacher in the State of New York. Since the Respondent holds certification, the burden is on the Department to prove lack of good moral character.

DISCUSSION:

During the 1985-86 school year, the Respondent was employed as a teacher by the Levittown Union Free School District. In 1987, he was the subject of a disciplinary proceeding pursuant to Section 3020-a of the Education Law. At the hearing, a female student testified that during the 1985-86 school year the Respondent kissed her and fondled her on various occasions in the Salk Middle School building. At the time,

the student was attending the 8th grade. She further testified that the Respondent wrote and delivered love letters to her.

The young woman did not appear as a witness at the Part 83 hearing. The Education Department was unable to locate her. The transcript of the 3020-a hearing containing her testimony was offered and received into evidence.

The letters allegedly written by the Respondent were introduced into evidence. A handwriting expert testified that the letters were written by the Respondent.

The Respondent denied the alleged touching of the student, and denied that he had written the letters.

The letters contain no names, but the texts indicate that the person addressed is a young female student ('the most beautiful girl in the school') who has been upset by the amorous advances of the author. ('You do not look, act or think like a little girl. You have become a young woman. ... I am sorry that I have made you unhappy or uneasy ... Please forgive me if I have made you upset.' 'I want to give you so much pleasure. Let me teach you the ways of love.')

The CPLR permits proof of handwriting by the comparison method (CPLR 4536). The basis for the use of expert testimony is that peculiar prevailing characteristics exist in every person's handwriting which distinguish it from the handwriting of every other person. (See Re Hopkins Will, 172 NY 360.) An expert, by studying and analyzing these characteristics, may determine with some degree of certainty whether the author of a known writing is the author of the disputed writing. The opinions of handwriting expert are not to be discounted as weak or unreliable, but, like other proof, must be weighed in light of opposing proof. (See Re Estate of Sylvestri, 44 NY 2d 260.)

The Department's expert, Mr. Frangipani, compared the disputed letters with known samples of the Respondent's handwriting, and rendered the opinion that the letters were written by the same hand. Aside from the Respondent's denial that he had written the letters, there was no proof that Mr. Frangipani's methodology was flawed or that his conclusion was erroneous.

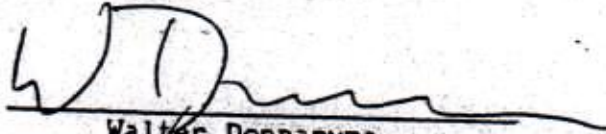
The mere writing of the letters is not, in and of itself, immoral conduct. It is the delivery of the letters to the 14 year old student that creates the harm. The only proof that the letters were delivered is the testimony given by the student in the 3020-a proceeding. Is that testimony a sufficient basis for finding that the letters were delivered to the student by the Respondent?

CPLR Rule 4517, applicable to civil actions, allows the introduction of the prior testimony of an unavailable witness in a subsequent action between the same parties where the subject-matter is

a substantial question exists as to the moral character of the Respondent, and that he is not fit to retain teaching certification.

I recommend that the Commissioner forthwith revoke all teaching certifications held by the Respondent.

Report respectfully prepared and submitted by



Walter Donnaruma
Hearing Officer

DATED: 6 September 1991

Corporate Security

Office of General Counsel

World Financial Center
South Tower
New York, New York 10080-6106
FAX 212 236 3746



October 1, 2003

To Whom It May Concern:

Don Frangipani has been our document examiner for the past several years. He has examined numerous questionable documents for fingerprint and handwriting analysis. Don is noted in the industry for his professionalism and attention to detail.

When the occasion arises, I do not hesitate to recommend Don's services. I do so with the confidence that he will provide the same professional service that he has provided to Merrill Lynch.

Sincerely,

A handwritten signature in black ink, appearing to read "Elliott Donchek".

Elliott Donchek
Assistant Vice President
Security Coordinator
Corporate Security
2 World Financial Center - 7th Floor
New York, New York 10281
(212) 236-3735

ED:ed

LAW OFFICES
HALPERN, BROWN & DARIENZO

26 COURT STREET
BROOKLYN, NEW YORK 11242
(718) 875-8580
Fax (718) 852-5360

JOHN A. DARIENZO, JR.
FRANK WIEZIOLOWSKI

ISIDORE HALPERN (1901-1990)
ARNOLD I. BROWN - Retired

April 8, 2003

Mr. Donald Frangipani
7119 13th Avenue
Brooklyn, New York 11228

RE: SRH Healthcare v.
Manhattan Total Health, et ano.

Dear Mr. Frangipani:

I am enclosing herewith for your records the report of Referee, Nicholas Doyle. I am also enclosing Judge Richter's Decision in the Supreme Court/New York County concerning the documents which you examined for authenticity.

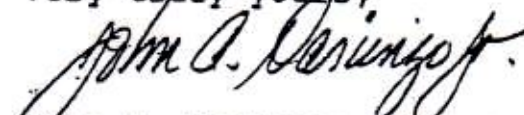
Both the Judge and the Referee found, based in good part upon your testimony, that the signatures were indeed forgeries.

The Referee's decision comments on the professional manner in which you arrived at your findings and, in fact, the Referee found you to be more persuasive than the opposing expert.

Judge Richter's decision confirmed the Referee's findings and acknowledged the fact that you examined all the documents at your laboratory and thus your opinion was based on a more complete assessment.

I would like to take this opportunity to thank you for the professional nature in which you prepared your findings, the depth of your expertise and the clarity with which you presented your expert testimony.

Very truly yours,


John A. Darienzo, Jr.

JAD:md
encs.

CRANFORD POLICE DEPARTMENT

8 SPRINGFIELD AVENUE • CRANFORD, NEW JERSEY 07016-2199

(908) 272-2222 • FAX (908) 709-7341

VISIT US ON THE INTERNET - www.cranford.com/police

HARRY W. WILDE
CHIEF OF POLICE



May 28, 2002

Donald Frangipani
Questioned Document Examiner
7119 13th Ave.
Brooklyn, New York 11228

Mr. Frangipani:

The Cranford Police Department's Detective Bureau recently investigated a case of harassment. This was not ordinary harassment. This involved a female victim who was receiving hundreds and hundreds of unsolicited and unwanted items through the mail. Items included everything from ceramic dolls to cutlery sets to memberships at health spas and book clubs.

During our investigation numerous mail order companies were able to send us the original filled out cards.

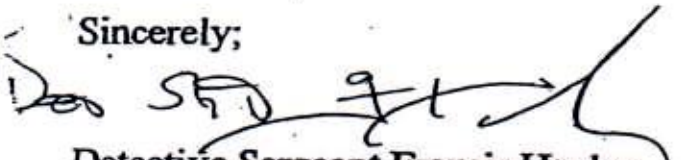
Two suspects were formulated. Both were interviewed. One suspect vehemently denied any involvement. The second confessed admitting to his infatuation with our victim. Based on this confession he could have been charged with numerous indictable crimes as well as Federal crimes for using the U.S. Mail. To the untrained eye both suspects had identical hand writing. It was at this time that I spoke with you. Exemplars were forwarded the results astounding.

The suspect who had previously confessed was indeed not the criminal. In fact it was the second suspect who had originally vehemently denied any involvement. When confronted with your findings the second suspect confessed and criminal charges filled.

It was then learned that the original suspect suffers mental deficiencies causing him to confess to a crime that he had nothing to do with.

Your professionalism and expertise in Document Examination was the single thread that ultimately identified the true perpetrator. More importantly however your dedication and expertise prevented an innocent man from being criminally charged and ultimately incarcerated.

Sincerely;



Detective Sergeant Francis Hanley
Criminal Investigations Supervisor

CRANFORD POLICE DEPARTMENT

8 SPRINGFIELD AVENUE - CRANFORD, NEW JERSEY 07016-2199

(908) 272-2222 -FAX (908) 709-7341

VISIT US ON THE INTERNET - www.cranford.com/police

HARRY W. WILDE
CHIEF OF POLICE



July 3, 2001

Donald Frangipani
7119 13th. Ave.
Brooklyn NY 11228

Sir:

Enclosed is a hand writing exemplar obtained from a suspect who has confessed in this matter. This is NOT our original suspect and is NOT the person whose YMCA employment application you were provided with earlier.

In addition I have enclosed several photographs of graffiti written by the same suspect on the bathroom of a local Go-Go Bar.

Please conduct your examination and forward your findings to me. Please also forward your examination fee directly to my attention.

Again my thanks in this matter.

Det. Sergeant Francis Hanley
Cranford Police Department
Direct 908-709-7344
Fax 908-709-7341

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA,

v.

TIN YAT CHIN

Defendant.

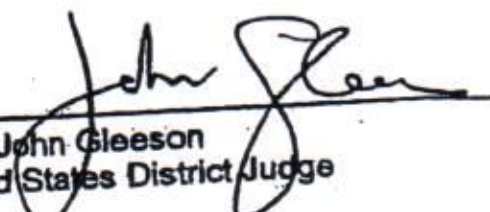
Docket No. Cr-01-1407(NG)

ORDER

IT IS HEREBY ORDERED, upon the application of THOMAS D. WHITE, ESQ., of Counsel to LLOYD EPSTEIN, ESQ., counsel of record for defendant TIN YAT CHIN, dated August 22, 2002, that the expenditure of Criminal Justice Act funds is authorized to compensate MR. DONALD FRANGIPANI, of ALL CITY INVESTIGATIONS, INC., 7119 13th Avenue, Brooklyn, NY 11228, 718 232-3209 at the rate of \$125.00 per hour to a maximum of \$1,250 to render expert handwriting analysis on behalf of the defendant, TIN YAT CHIN.

Dated: New York, New York
August 24, 2002

So Ordered:


Hon. John Gleeson
United States District Judge

Ex-INS agent goes on trial

Say he swindled nearly \$1M

By JOHN MARZULLI
DAILY NEWS STAFF WRITER

An ex-INS agent used his knowledge of the system to swindle nearly \$1 million from immigrants seeking work visas for relatives in China, a federal prosecutor charged yesterday.

Tin Yat Chin, a Chinese immigrant himself, ran the scam out of an office in a Brooklyn apartment building where he posed as a lawyer and an Immigration and Naturalization Service employee to convince his victims that he could obtain visas and green cards.

"The defendant promised his victims that, for a fee, not only would their relatives get work visas to come to the United States, but they would eventually be able to get green cards allowing them to remain in the U.S.," Assistant U.S. Attorney Lara Treinis said in her opening statement to jurors in Brooklyn Federal Court yesterday. "But every dream has its price, and these victims paid the defendant hundreds of thousands of dollars . . . but the visas were never issued."

Chin, 45, allegedly told the victims that he had to fill a quota of work visas in an apparent effort to get them to solicit their friends and relatives.

He showed the victims a badge, INS documents and passports and even made trips to China in 1998 and 1999 to make himself appear legitimate to his victims, Treinis said.

Chin worked for the INS as an inspector at Kennedy Airport from 1988 to

1993. He was arrested in 1993 for ripping off Chinese immigrants and sentenced to one year in prison.

The prosecutor said Chin graduated from John Jay College of Criminal Justice and attended Ohio Northern University School of Law for a year.

\$25,000 a worker

"The defendant used the information he learned through his job with the INS and his schooling to successfully swindle innocent people out of their life savings," Treinis said.

Most of Chin's victims were women who worked in factories, laundermats and sweatshops. They were allegedly charged between \$25,000 and \$30,000 by Chin for his services.

Chin's defense lawyer, Lloyd Epstein, told the jurors that there had been victims of a swindle, but blamed the media and authorities for his client's plight.

"The investigators were frustrated and felt pressure to make an arrest," he said. "The Chinese press wanted a villain to plaster on the front page."

He asserted that after Chin was arrested, additional victims were manipulated by authorities into identifying him as the culprit who had ripped them off.

**BOARD OF EDUCATION OF THE CITY OF NEW YORK**
HAROLD O. LEVY, ChancellorOFFICE OF THE CHANCELLOR
110 LIVINGSTON STREET • BROOKLYN, NY 11201

July 27, 2001

Mr. Donald Frangipani
71-19 13th Avenue
Brooklyn, New YorkRe: Board of Education v. United Federation of Teachers Arbitration
(Darren Goldstein)
OLR #14825

Dear Mr. Frangipani:

Thank you for your assistance in this matter. Your assistance enabled us to successfully defend the interests of the Board of Education in this case. I would appreciate it if you would please send the bill for your services to my attention. I will then transmit the bill to the appropriate Office. The address is:

Office of Labor Relations and Collective Bargaining
110 Livingston Street, Room 412
Brooklyn, New York 11201

If there are any questions, I may be reached at (718) 935-2640.

Sincerely,

Handwritten signature of Jerry Rothman in cursive script.
Jerry RothmanJR:jr
c: Robert E. Waters

*American Board
of
Forensic Handwriting Analysts, Inc.*

P.O. Box 1648 • Branson, MO 65616

Robert L. O'Block, Ph.D.
President
96 Westwood Drive
Branson MO 65616
Phone 417-335-4787

12/1/92

Donald Frangipani
8522 Fifth Ave.
Brooklyn, NY 11209

Carl Anderson, M.D.
Chairman, Board of Regents
P.O. Box 346
Santa Rosa CA 95402
Phone 707-546-9843

Dear Mr. Frangipani,

Board of Regents

I am pleased to have you join us as a fellow member of the American Board of Forensic Handwriting Analysts, Inc. (ABFHA). Your input in the direction of ABFHA's future is important to us. To that end, I would encourage you to mail me any of your ideas and suggestions for our organization. In turn, I will send you our mailing list with updates as needed and you will receive our newsletter with membership news and exchanges. I am also encouraging members to contact one another via phone, letter, or fax to develop a professional interchange that will benefit us all.

Marcette Feinberg, Ph.D.
91 Udwins Close
Fairvale
Johannesburg
South Africa, 2192
Phone 011-640-4433

I think it's important that we become known as the source to turn to by the criminal justice community and by the private sector in loss prevention, risk management matters, and all other areas pertaining to behavioral profiling. One approach is for individual members to publish articles about the role of forensic handwriting analysis and to mention ABFHA and our address and phone number in various publications that are read by the audience we want to reach. Please share your thoughts with us, as we have the opportunity now to make many contributions to our field and to our individual consulting practice.


Alan M. Levine, M.D.
2025 Kings Hwy.
Brooklyn NY 11229
Phone 718-339-8850

A very exciting aspect of our organization is the Board Certification process which is now being developed by the Board of Regents. Within a few months we hope to have finished the criteria and standards for Board Certification. For now all persons who have applied for this category of membership are officially considered Candidates for Board Certification. As soon as the final standards are set you will be sent a copy. **To speed up your evaluation for Board Certification please send one copy of any articles or books you have written which will be included in our ABFHA library.**

Cyrus Leo, Ph.D., M.D.
2727 Kolonaha Place
Honolulu HI 96813
Phone 808-537-4434

Also I would like your nominations for new members who have investigative, research or consulting interest in forensic handwriting analysis. There is strength in numbers! We have as members the best people in the handwriting world. We would also like to have a large number of police officers and detectives from around the country to join our member category as they will provide us with consulting cases while they at the same time have the opportunity to learn about the forensic aspects of handwriting analysis. So also please pass on the names of any interested police officers and detectives. Thank you for joining our group and welcome!

Sincerely,


Dr. Robert L. O'Block

Are Manetti, M.D., M.P.H.
P.O. Box 4508
Rockford IL 61110
Phone 815-963-1506

James S. Oims, M.D.
8319 Latcha Road
Perrysburg Ohio 43551
Phone 419-874-4166

E. Edward Peoples, Ph.D.
2503 18th Street Road
Greely CO 80631
Phone 303-351-2619

Jack C. Rubin, Ph.D.
1458 Haasa
Westchester IL 60154
Phone 312-353-5899

Marc J. Seller, Ph.D.
Box 32
Kingston RI 02881
Phone 401-294-2414

Margaret T. Singer, Ph.D.
17 El Camino Real
Berkeley CA 94705
Phone 510-846-1855

Wills W. Smith, Ed.D.
5310 Burchette Rd.
Tampa FL 33647
Phone 813-971-2027

Berry O. Teltcher, Ph.D.
165 East 80th St.
New York NY 10021
Phone 212-988-7830

De M. Thompson, Ph.D.
1401A Walnut St.
Wenatchee WA 98801
Phone 509-662-6474

Hooper Williams, Ph.D.
2150 Violet Way
Campbell CA 95008
Phone 408-376-4151

International Association for Identification



Joseph P. Polski, Chief Operations Officer
2535 Pilot Knob Road, Suite 117
Mendota Heights, MN 55120-1120, USA

Phone: (651) 681-8566
Fax: (651) 681-8443
E-Mail: LAISecty@theiai.org

September 17, 2003

Donald Frangipani
7119 13th Avenue
Brooklyn, NY 11228-1605
USA

Dear Donald,

On behalf of the officers and members of the International Association for Identification, it gives me a great deal of pleasure to offer you my warmest congratulations on your achievement of Life Associate status. This is an achievement to which many strive but few attain.

As a life member, you are forever excused from paying annual membership dues to the association but will continue to enjoy all the rights and privileges of an active member.

Your Life Associate certificate and permanent membership card is enclosed. Your life associate lapel pin will be forwarded separately.

Again, congratulations. Do not hesitate to contact me if I can be of any assistance.

Sincerely,

Joseph P. Polski
Chief Operations Officer



Donald A. Frangipani, Questioned Document Examiner
All-City Investigations
1468 86th Street
Brooklyn, New York 11228

Dear Don:

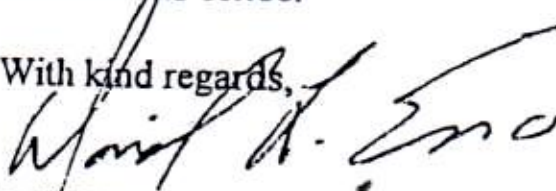
I was just reviewing our professional contact lists in anticipation of the New Year and I just wanted to thank you once again for your efforts on behalf of our 7,000 credit unions with deposits of over \$300 billion.

Since early in 1986, you have done an outstanding job for us on many fronts, including surveillance of seized properties in New York, forensic services on many fronts, examination of forged documents, and electronic sweeps.

Your swift, decisive reaction to my requests, coupled with your courtroom competence and professionalism has been one of the assets of my office for well on to 12 years now.

Thanks for your continuing assistance to this office.

With kind regards,


DAVID L. ENO,
Federal Investigator

DLE:d

29 Dec 1997

ST. LUKE'S - ROOSEVELT

A University Hospital of Columbia University
College of Physicians & Surgeons


April 1, 1997

Donald Frangipani
Examiner of Questioned Documents
1468 86th Street
Brooklyn, New York 11228

Dear Mr. Frangipani:

I am writing to thank you for your excellent professional services and assistance to St. Luke's Roosevelt Hospital Center in the presentation of its arbitration case in the termination of the three nurses. As you can see in the enclosed arbitrator's award, the Hospital's position, and a very important principle that is key to good patient care, was upheld. Specific reference to your testimony and the issue of alleged forgery by the grievants is found on pages 13 and 14 of the award. Thank you.

Yours truly,



Lewis Archer
Associate Vice President
Human Resources

STATE OF NEW YORK
OFFICE OF THE ATTORNEY GENERAL
MEDICAID FRAUD CONTROL UNIT

MEMORANDUM

To : Donald Frangipani

From : Cecile M. Balestrieri
Assistant Administrative Officer

Date : May 2, 1997

Subject : Signature on Expert Retainer Letter

Attached please find your confirmation of being retained as an expert for a case the Medicaid Fraud Control Unit has undertaken.

One letter is to be retained for your files, while the second letter must be signed and returned to me, at the address listed below, before payment for your services can be rendered:

Ms. Cecile M. Balestrieri
Office of the Attorney General
Medicaid Fraud Control Unit
State Capitol
Albany, New York 12224

It was stipulated, when the request for your services were sought and approved in the case of People vs Horace, that the Monroe County District Attorney's Office would pay half the cost of your expert services. Please bill the Monroe County DA directly for half of the service rendered.

Thank you for your assistance in this matter.

\cmb
c: M. Fox

STANLEY N. YOUNG, P.C.

ATTORNEY AT LAW

CLAIRE J. LIEBER

585 STEWART AVENUE,
SUITE 700
GARDEN CITY, N.Y. 11530

(516) 745-6450
(516) 745-6451

January 17, 1996

Donald R. Frangipani
1468 86th Street
Brooklyn, NY 11228

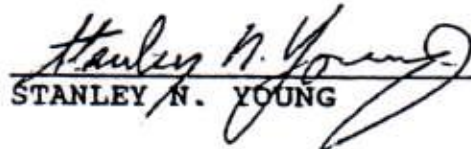
RE: Daniel King Le v. Pistilli

Dear Mr. Frangipani:

I want to thank you for your help in proving a forged signature on a Window Guard Lease document in this case. Because of your expertise and reputation, I was able to secure a settlement at trial in excess of \$5,000,000. Enclosed is a copy of the Law Journal article headnote on the case.

It was a pleasure to work with you on this matter and I look forward to working with you in the future.

Sincerely,


STANLEY N. YOUNG

SNY/db
Encl.

By FedEx

Judge Kassoff

* MATTER OF LE and YOUNG (Le)—This is a proceeding pursuant to Article 81 of the Mental Hygiene Law, seeking an appointment of a guardian for the property management of the alleged incapacitated person, Daniel King Le, also known as Daniel King Whildon. The petitioners are the adoptive sister and the attorney of the alleged incapacitated person.

Daniel King Le was born May 2, 1985 in New York. On August 14, 1985, Daniel and his one-year old sister were removed from their parents' home and placed in foster care with the Brooklyn Home for Children. Subsequently, in May 1987, Daniel and his sister were placed with their grandparents, Vincent Le and Sang Tran Le, by the New York City Department of Social Services, in their apartment in Astoria, Queens. The Les adopted the two children on October 31, 1989. They currently reside in San Jose, California.

On November 22, 1987, Daniel suffered severe injuries after falling four stories from a window in his Queens apartment. As a result of his injuries, Daniel underwent brain surgery on April 20, 1989 and an operation to repair a perforated eardrum on July 2, 1991. Despite the seriousness of Daniel's injuries, he made a remarkable recovery and is no longer under the regular care of any doctors. Daniel is a fun-loving active youngster who participates in all types of activities. However, Daniel has some difficulty with his school work and is functioning at least one grade below his normal grade level. It is unclear at this time how far he will advance at school.

New York Law Journal
12-21-95

QUEENSBY Queens County

Jurisdiction for Guardianship Exists For Physically Present Nonresident

PETITIONERS, SISTER and attorney for a 10-year-old boy residing in California, sought to be named property management co-guardians. The boy, injured falling out of a window when he lived in New York, was to receive a \$5.3 million settlement from the building landlords. An issue was whether the nonresident child was "present" in New York for jurisdiction purposes. The court concluded that jurisdiction existed, as the child was physically present when the guardianship proceeding commenced.

* *Matter of Le and Young (Le)*, Supreme Court, IA Part 20, Justice Kassoff (p. 33, col. 2).

**New York City Transit**

July 8, 1996

Mr. Donald Frangipani
1467 79th Street
Brooklyn, New York 11228

RE: RONALD GORDON AND GARY ROSENBERG FORENSIC EXAMINATIONS

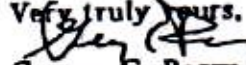
Dear Mr. Frangipani:

I write on behalf of the New York City Transit's Law Department, Workers' Compensation Division, to extend to you my sincere gratitude for your superb investigation and persuasive testimony on behalf of the New York City Transit in the above-cited cases. Your professional contributions were invaluable.

As you know, both cases were bitterly contested. The Ronald Gordon claim was flatly rejected by the Board. Following this denial by the Board, Mr. Gordon was indicted on fraud and forgery charges. Thereafter, following a jury trial, he was convicted on multiple felony counts of criminal fraud and forgery. The forensic exhibits generated by you were the most compelling evidence introduced at the criminal trial. The Gary Rosenberg case was likewise denied by the Board. Once again, the pivotal evidence proved to be your forensic investigation. Without your timely forensic expertise in both cases, there is no doubt the Transit faced unjustified and substantial money damages, together with costly and extensive medical bills. The public purse, as well as the interest of justice, is well served by your efforts.

Kindly accept the enclosed MTA Law Department Certificate of Appreciation as a small token of the personal and professional esteem you so richly deserve. I remain,

Very truly yours,


George C. Perry
Assistant General Counsel
tel: (718) 694-3810
fax: (718) 694-3807

cc: N. White

Richard R. Leff

ATTORNEY AT LAW

80-02 KEW GARDENS ROAD
SUITE 300
KEW GARDENS, N.Y. 11415
TEL: (718) 793-1311
FAX: (718) 575-4070

March 2, 1994.

Donald Frangipani
Examiner Of Questioned Documents
1468 86th Street
Brooklyn, New York 11228

Re: People vs. Teri Eisner

Dear Mr. Frangipani:

I would like to thank you for your superb preparation and testimony as a qualified expert witness in the field of handwriting and questioned documents. The innocence of the defendant hinged on the refutation of the main prosecution witness' denial that she had written a certain letter. You showed clearly through charts and testimony that the witness was lying.

Thank you once again for your expertise.

Very truly yours,



Richard R. Leff



POSTAL INSPECTOR
P.O. Box 160
Hicksville, NY 11802-0160

October 15, 1992

Dear Mr. Donald Frangipani:

I am sure that you are interested as to the outcome of the trial of Nicholas Allocco. On October 14, 1992, the jury convicted Mr. Allocco on all five counts of Mail Fraud. He is expected to be sentenced in the next few months.

Your testimony was instrumental in helping the government obtain this conviction. Your assistance and testimony in this case is deeply appreciated by us. While we may investigate and prosecute cases, without your help we could never convict those who engage in arson and insurance fraud. On behalf of the Postal Inspection Service and Assistant United States Attorney Bridget Rohde, please accept our deep felt thanks.

If you have any questions, please contact me at the above address or by telephone at (516) 933-2416.

Again, your cooperation was deeply appreciated.

Sincerely yours,

Martin T. Biegelman
Postal Inspector



January 18, 1988

Don Frangipani, Director
All City Investigations
1407-77th Street
Brooklyn, NY 11228

Dear Don:

On behalf of the National Bureau of Document Examiners, I want to thank you for your excellent presentation at our meeting held on Saturday, January 16, 1988.

It was obvious that your choice of subject, The Rules of Evidence, was exactly what the members wanted. Your scholarly lecture was beautifully enhanced by the pertinent case studies from your files which you so generously shared with us. The practical applications demonstrated the rules and defined the parameters within which the forensic practitioner must work.

The group was remarkably attentive to your every word and it was clear that no one wanted the meeting to end.

Sincerely yours,

National Bureau of Document Examiners

Evanne Geltzeiler
Evanne Geltzeiler
Vice President

UNIQUE ID NUMBER

11000039765

State of New York
Department of State

DIVISION OF LICENSING SERVICES

Pursuant to the provisions of
ARTICLE 7 OF THE GENERAL BUSINESS LAW
AND AMENDMENTS THERETO

ALL CITY INVESTIGATION &
FORENSIC SERVICES INC
7119 13TH ST
BROOKLYN NY 11228



HAS BEEN DULY LICENSED TO TRANACT BUSINESS AS A

PRIVATE INVESTIGATOR

FOR THE TERM OF TWO YEARS FROM DATE HEREOF, TO BE REPRESENTED,
AS PRINCIPAL, BY THE QUALIFIED MEMBER(S) NAMED ON THE ATTACHED
If Principal withdraws the license, the licensee shall be subject to the provisions of Article 7 of the General Business Law.

ROSEMARY ROBERTO
SECRETARY OF STATE

FOR OFFICE USE ONLY

Control No. 1022957

EFFECTIVE DATE
MO. DAY, YR.
04 24 17

EXPIRATION DATE
MO. DAY, YR.
04 23 19

American College of Forensic Examiners

hereby recognizes the high level of professional scientific
involvement as well as the contribution to the field of forensic
examination and bestows upon

Donald Frangipani, BCFE

the title of *Member of the*
American College of Forensic Examiners
with all the rights and privileges pertaining thereto, as long as
annual membership requirements are met and the
Code of Ethics are upheld.

Robert L. O'Block

Robert L. O'Block, Ph.D.
Executive Director

Vincent J. Scalice

Vincent Scalice
Chairman of the Board

85

Membership Identification Number

12/20/95

Date



RECOMMENDATION FOR DISSENT



from the Armed Forces of the United States of America

This is hereby stated

DONALD FRANGIPANI SP4 ER 12 484 308 USAR

was honorably discharged from the

Army of the United States

on the 31ST day of JANUARY 1962 This commendation is awarded

as a testimony of Honor and Faithful Service

R W Rapp Jr

R W RAPP JR
1st Lt AGC

SUPERIOR COURT OF NEW JERSEY

HSBC Bank USA, National Association as
Trustee for Fremont Home Loan Trust 2006-C,
Mortgage-Backed Certificates, Series 2006-C

Plaintiff

Veronica Williams, et als.

Defendant, Pro Se

IN THE SUPERIOR COURT OF NEW JERSEY
ESSEX COUNTY
CHANCERY DIVISION

Case No. F – 000839-13

**MORE EVIDENCE OF FRAUDULENT
MORTGAGE**

RELATED CASES:

U.S. Court of Appeals, Third District 19-1032

U.S. District Court of NJ Case 2:16-cv-05301-ES-JAD

NJ Case Docket No. ESSX L – 004753-13

NJ Case Docket No. ESSX L – 000081-11

CERTIFICATION OF SERVICE

I, Veronica Williams, certify that on this 21st day of June 2019, a true and correct copy of this document will be sent to the parties via the method and as addressed below:

Via Email

Steven Keith Eisenberg, Esq
Attorney for Stern & Eisenberg

Senior Partner
Stern & Eisenberg, PC
1581 Main Street, Suite 200
Warrington, PA 18976
Office 267-620-2130
Fax 215-572-5025
jefis@sterneisenberg.com
seisenberg@sterneisenberg.com

Via Email

Attorney General for the State
of NJ

Mr. Gurbir S. Grewal
Attorney General
Office of The Attorney General
The State of New Jersey
Richard J. Hughes Justice
Complex (HJC)
25 Market Street
8th Floor, West Wing
Trenton, NJ 08625-0080
ethics@ethics.nj.gov
OBCCR@njdcj.org

Via Email

Stuart I. Seiden, Associate
Brett Messinger, Partner
Attorneys for Litton Loan Servicing, HSBC
Bank USA, Goldman Sachs, Ocwen,
Fremont Home Loan trust 2006-C Mortgage-
Backed Certificates Series 2006-C

Duane Morris LLP
30 South 17th Street
Philadelphia, PA 19103-4196
Phone (215) 979-1124
Fax (215) 827-5536
siseiden@duanemorris.com and
LMTRYON@DUANEMORRIS.COM

Respectfully submitted,

Veronica A. Williams
Pro Se Counsel
/s/ Veronica A. Williams
StopFraud@vawilliams.com
(202) 486-4565

June 21, 2019

NJ COURT FILING

DATED MAY 29, 2019

excerpt

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ON FILE WITH NJ SUPERIOR COURT & SENT TO PLAINTIFF'S ATTORNEYS






Superior Court of New Jersey – Chancery Division – Case F-000839-13

Filed May 30, 2019

The complete document may be downloaded at:

SUBMITTED (680 pages)	http://finfix.org/NJSuperior_2019/Case-Docket_F-00839-13_Brief-for-Motion-Deficiency_5-24-19.pdf
680 pages submitted – only 64 pages returned – 680 pages resubmitted herein	

Excerpt from Case Filing (this filing is highlighted)

Filed Date	Filings	Docket Text	Transaction ID	Entry Date
5/15/2019		Reply Brief uploaded by Case Management Staff submitted by VERONICA WILLIAMS	CHC2019204674	5/15/2019
5/15/2019		DEFICIENCY NOTICE: re: REPLY BRIEF [CHC2019204674] -Your document has not been filed. Motion was decided on 5/10/19. There's no pending motion.	CHC2019204698	5/15/2019
5/15/2019		Miscellaneous Document-CORRESPONDENCE uploaded by Case Management Staff submitted by NICHOLAS A STRATTON	CHC2019204742	5/15/2019
5/29/2019		Miscellaneous Document-Miscellaneous uploaded by Case Management Staff submitted by VERONICA WILLIAMS	CHC2019225223	5/30/2019
5/30/2019		DEFICIENCY NOTICE: re: MISCELLANEOUS DOCUMENT [CHC2019225223] -It is unclear what you are trying to file. If your intention is to file a motion a sample packet is enclosed and can also be found at njcourts.gov. Please resubmit all documents with this deficiency notice. Deficiency date: 5/30/19	CHC2019225272	5/30/2019

Veronica A. Williams
 P.O. Box 978
 South Orange, NJ 07079
 Email StopFraud@vawilliams.com
 Phone 973-715-8580

THIS DOCUMENT MAY BE DOWNLOADED AT

http://finfix.org/NJSuperior_2019/Case-Docket_F-00839-13_Brief-for-Motion-Deficiency_5-24-19.pdf

SUPERIOR COURT OF NEW JERSEY

HSBC Bank USA, National Association as
 Trustee for Fremont Home Loan Trust 2006-
 C, Mortgage-Backed Certificates, Series
 2006-C

Plaintiff

Veronica Williams, et als.

Defendant, Pro Se

IN THE SUPERIOR COURT OF NEW JERSEY
ESSEX COUNTY
CHANCERY DIVISION

Case No. F – 000839-13

**BRIEF TO MEET MOTION DEFICIENCY
 IN RESPONSE TO CHC2019204674:
 EXECUTE INJUNCTION AGAINST SALE OF
 541 SCOTLAND ROAD, SOUTH ORANGE, NJ,
 and DISMISS FORECLOSURE, and
 DISMISS MORTGAGE AGAINST 541
 SCOTLAND ROAD, S. ORANGE, NJ**

RELATED CASES:

U.S. Court of Appeals, Third District 19-1032

U.S. District Court of NJ Case 2:16-cv-05301-ES-JAD

NJ Case Docket No. ESSX L – 004753-13

NJ Case Docket No. ESSX L – 000081-11

**BRIEF TO MEET MOTION DEFICIENCY IN RESPONSE TO
 TRANSACTION ID CHC2019204698
 IN SUPPORT OF MOTION FOR:
 INJUNCTION AGAINST THE SALE OF 541 SCOTLAND ROAD, S. ORANGE, NJ AND
 DISMISSAL OF FORECLOSURE AND
 DISMISSAL OF MORTGAGE**

Another Effort to Explain and Present the Truth

This is another attempt to show the Court that the mortgage filed is fraudulent. Since my sworn testimony was not enough, and the documents that brought to the hearing support my explanation were not allowed, I am trying again. The evidence shows that:

- \$169,492.34 was fraudulently added to the principal of the mortgage agreement
- The interest rate was changed from 7.0% or 7.5% to 11.55%
- The type was changed from a FIXED RATE to an ADJUSTABLE RATE

These financial elements combine to a ***total extorted amount of \$1,087,011.83*** if I were to have acquiesced and paid the mounting costs charged by from this scam. If the mortgage servicers continue to pay my taxes and insurance, ***it would take at least 24 years to pay back the money*** they are attempting to steal.

The proof is in the numbers. Here is the financial breakdown:

THE NUMBERS			
ACTION	YEAR	US DOLLAR	EXPLANATION
Bought Home in 1983	1983	\$88,000	I first purchased my home.
Litton Loan Bought Mortgage	2005		
Refinanced with Fremont	2006	\$121,926.01	Total Amount Refinanced
• Includes Balance of		\$38,339.67	Mortgage Balance • Proof Filed with NJ Courts in 2014 • Corroborated by Fremont 2007 ¹
• Includes Advance of		\$86,526.34	Cash Out received by Williams
Made regular payments	1983-2009	\$286,486+	Plaintiff's Paid <i>at least</i> \$286,486.54 in monthly Interest & Principal
Fremont Filed Fraudulent Mortgage pp. XX	2010	\$291,418.35	Cash Out \$169,492.34 never received !!
Fraudulent Mortgage has different terms & conditions			<ul style="list-style-type: none"> • Interest 11.55%, <i>signed off</i> on 7.25% • Principal \$261,000, <i>signed off</i> on \$121,926.01 • Adjustable Rate, <i>signed off</i> on Firm Fixed Rate
No. Years to Pay Plaintiff \$256,018 overstated principal As of foreclosure filing p. XX	24+		Mortgage holder must pay taxes and interest at least 24 years to cover overstated mortgage principal

SPREADSHEET C:\CriticalFiles\CURRENT_Post2010\Veronica Williams\Legal_Prepaid\Case_LittonLoan\Financial-Injury_5-31-18.xlsx [CLICK HERE](#)
THE NUMBERS C:\CriticalFiles\CURRENT_Post2010\Veronica Williams\Legal_Prepaid\Case_LittonLoan\COURT-NJ-Foreclosure_2019\THE-NUMBERS.docx

Attachments VIII – XIII include evidence of the line items above.

I KNOW, UNEQUIVOCALLY, THAT THE MORTGAGE FILED IS FRAUDULENT. I also know the primary people who are responsible for the forgery and fraud. Since I have not been believed, however, I have initiated multiple investigations.

I was stonewalled throughout the foreclosure legal process². My attorney was unable to extend the hearing on December 23, 2009 (Case F-28279-09). Although I made a desperate attempt to attend the hearing, I was unable to do so. Rather than acknowledge the “errors” with the mortgage, the Plaintiffs opened another foreclosure action. In my first attempt to fight the Plaintiffs’ illegal acts, Case No. L – 000081-11, neither the Plaintiffs (Defendants in this action) nor their attorneys showed up. In the other cases L – 004753-13 and F – 000839-13, hearings were held without my knowledge or presence. I was not informed of hearings when I was represented by Denbeaux and Denbeaux. I did not learn about the 2014 decision until years later! See Attachment XIX.

¹ Williams never considered Fremont’s offer a “modification” because the “mortgage” that was being *modified* was fraudulent – it was not the real, correct and valid mortgage.

² Federal torts laws protect against these and other actions by Defendants.

I am including the following information from the last document filed with the Superior Court on May 15, 2019.

This document presents the Motion WITH SELECTED EVIDENCE THAT SUPPORTS each point. The evidence provided should be more than sufficient, however, additional information is available – if necessary – from the 8,000 pages filed. The foreclosure was fraudulent, it was executed deceptively, and William has repeatedly been denied due process in her numerous attempts to be heard by the Courts.

The fraudulent mortgage and other evidence of the crimes in this case are evidenced in filings with the NJ Superior Court, the U.S. District Court of New Jersey, the U.S. Court of Appeals, Third District and several Federal Agencies. The injunction and both dismissals should be granted for several reasons, including:

- The mortgage in the foreclosure documents is fraudulent. The principal amount, interest rate, type of interest and terms are not what Williams agreed to. See Attachment I
- The mortgage was filed after the foreclosure was filed; over 2 years after allegedly executed.
- Foreclosure hearings were held without the knowledge or presence of the property owner, named in the foreclosure. See Attachment II
- The foreclosure case filings contain extensive false information. See Attachment III
- The first law firm hired to seek the foreclosure had accurate information and notified the property owner. See Attachment IV
- A second law firm was hired, used false information, and did not give the property owner sufficient notice. See Attachment III
- The NJ Judge who signed the final order DID NOT preside over the foreclosure hearing. Neither Judge listened to the property owner. See Attachment V
- The property owner's cases (NJ Case Docket No. ESSX L – 000081-11, NJ Case Docket No. ESSX L – 004753-13, U.S. District Court of NJ Case 2:16-cv-05301-ES-JAD, U.S. Court of Appeals, Third District 19-1032) include *more than 7* witnesses who were involved in or directly responsible for creating the fraudulent mortgage. See Attachment VI
- The loss incurred by the property owner, thus far, vastly exceeds the amount of the mortgage and the value of the property. See Attachment VII
- If necessary, I can subpoena legal and financial professionals who are aware of dubious actions by firms involved in this fraud.

An additional copy of supporting filings and documents (over 16GB) was provided to the Court on a thumb drive with the Motion. Defendants have been given multiple copies of everything.

CLOSING FOR THIS FILING

The thumb drive that I submitted was returned to me by the Clerk of the Superior Court of New Jersey. Since the Court does not accept thumb drives, and paper documents further exacerbate the difficulty in understanding the financial and operational intricacies of this case, I request that the Court allow me to explain the filed information using the underlying digital files. I can present them at the hearing using a PC and computer projection machine.

I have a moral and civic responsibility to shine light on flaws in the processes that enable financial fraud, and to take steps to stop it. I will do so. Removing my illegal foreclosure is an important early step. This document should clarify the forged, modified agreement for the Court. Results from the investigations initiated should allow law enforcement to stop potential continuing acts by the perpetrators. My other efforts will define measures that can dramatically help protect others in the future.

The focus of this motion is on reversing the illegal foreclosure and fraudulent mortgage that underlies it. The other fraud in this case is being litigated and mitigated in separate actions and initiatives.

Respectfully submitted,

Veronica A. Williams
Pro Se Counsel

/s/ Veronica A. Williams
Veronica A. Williams
StopFraud@vawilliams.com
(202) 486-4565

May 26, 2019

I, Veronica Williams, authored and created a storyboard to simplify the explanation of how this fraud was conducted. The storyboard incorporates documents filed with the State of New Jersey, the Federal Courts and multiple Federal Agencies. Slides and pages from the storyboard are referenced in the attachments as well as many filings and some of the 1,140+ evidence items. I will gladly provide or explain any and all of the documents that indisputable support my multifaceted motion.

ATTACHMENTS TO MAY 15, 2019 AND TO THIS FILING

SECTION	CONTENTS	Page No.
Attachment I	Evidence of Fraudulent Mortgage	4 – 9
Attachment II	NJ Holds Hearings without Williams – <i>denying her due process</i>	10
Attachment III	Foreclosure Case Filings Filed with False Information	11 – 28
Attachment IV	First Law Firm Had Correct Information for Williams – Notified Her	29
Attachment V	Judge Klein Heard Foreclosure Case – Judge Innes Signed Foreclosure	30
Attachment VI	More Than 7 Witnesses To Confirm Fraudulent Mortgage	31 – 35
Attachment VII	Fraud Imposes Damages Order of Magnitude Greater than Property – Related Costs	36
Additional Info	EXTENSIVE FILINGS, EVIDENCE, ANALYSIS INCLUDED ON THUMB DRIVE FILED WITH MOTION	
Attachment VIII	ACTION: Bought Home in 1983	
Attachment IX	ACTION: Refinanced with Fremont (AMOUNT OF ATTEMPTED SCAM)	
Attachment X	ACTION: Proof Filed with NJ Courts in 2014	
Attachment XI	ACTION: Corroborated by Fremont 2007	
Attachment XII	ACTION: Cash Out received by Williams	
Attachment XIII	ACTION: Fremont Filed Fraudulent Mortgage	
Attachment XIX	Documents Identifying Actions to Deflect by Defendants	

ATTACHMENT I

- The mortgage in the foreclosure documents is fraudulent. The principal amount, interest rate, type of interest and terms *are not what Williams agreed to.*

I knew right away – when Fremont quoted me a monthly payment of were \$3,000 rather than the approx. \$1,000 correct amount – that they were **trying to earn more in interest alone than \$ 614,733.33 more** than the mortgage I had signed up for. Once the equity grab and extraneous fees are added, the **total amount of the intended GRAND THEFT is at least \$1,039,630.58**. I had already agreed to pay \$35,399 more in interest than was necessary just to get out of Litton Loan’s fraudulent grasp. Doing that doubled what was necessary to retire my mortgage, from ~\$35,000 to ~\$70,000. I agreed to a principal of ~\$70,000, a firm fixed interest rate of 7% amortized over 30 years. The mortgage agreement that Fremont, Litton Loan and the Stated of New Jersey revealed in 2017, 10 years later, was a fraudulent agreement with \$261,000 principal; 11.25% adjustable interest rate that had not been seen in over 30 years! This is an obvious act of criminal ignorance of finance: An impossible principal based on my 20+ year payment history, an interest rate not seen since the hyper inflated 1970’s, and with an adjustable ride only a fool could have agreed to!

Discovery pp. USDC Case 2:16-05301 Filing# 57 (LIBOR),
 USDCNJ #57 Additional Evidence of Mortgage Fraud (LIBOR) [OL](#)
Fremont Mortgage (agreement & SPREADSHEET)

The \$1M+ amount pales in comparison to the damages imposed on Williams due to this fraud.

AMOUNT OF ATTEMPTED SCAM					
			BALANCE	ADVANCE	TOTAL PRINCIPAL
Mortgage Refi Interest Cost Correct	\$58,330.67		35,399.67	50,000.00	85,399.67
Fake Mortgage Refi Interest Cost (SPREADSHEET AMOR	\$673,142.00		35,399.67	225,600.33	261,000.00
Equity Grab by Fake Mortgage	\$225,600.33				
Extraneous Fees by Fake Mortgage	\$140,888.25				
Fake Mortgage Cost Less Correct Mortgage Cost	\$614,811.33				
TOTAL GRAND THEFT FROM FAKE MORTGAGE	\$1,039,630.58				
Principal per Seiden photon email	750,000.00				
Advance per Williams Recollection	50,000.00				
Principal per Fremont's verbal bill		\$3,100			
Principal per Fake Mortgage in Foreclosure Docs	261,000.00	11.55%			

NOTE: FREMONT CONFIRMED BALANCE OF \$35,339.67 WHICH IS MONTHLY PMT. OF \$1,XXX

SOURCE OF THIS CALCULATION: C:\CriticalFiles\CURRENT_Post2010\Veronica Williams\Legal_Prepaid\Case_LittonLoan Financial-Injury_5-31-18.xlsx
SUPPORTING WORKSHEETS AVAILABLE UPON REQUEST

SOURCE ENTIRE SECTION: STORYBOARD SLIDE #19, p. 27

ATTACHMENT I cont'd.

Case files include files from NJ cases [F-000839-13](#)³ and [L-004753-13](#)⁴. I never received most of the correspondence alleged to have been sent to me in the Foreclosure case filings in [Attachment V](#). I thought the corrected mortgage agreement was in Litton Loan's files and knew that it had not been filed with Essex County New Jersey as of 2010."

P. 106 USDC Filing #99 [FILED BY VW](#) ♦ [IN COURT FILES](#) ♦ [DOC ON PC](#)

INDEX FROM FORECLOSURE FILE F-000839-13 [OL](#) [PC](#)Case-Files_Index_CURRENT.docx

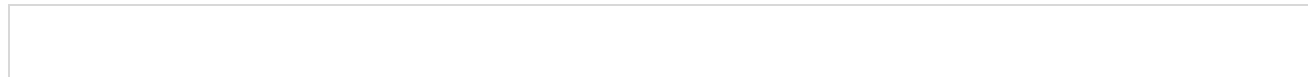
Evidence Item #730 [OL](#) [PC-Folder](#) http://finfix.org/proof/FCLOSE/1_Case-Files_Index_6-13-17.pdf

SOURCE: STORYBOARD SLIDE #42, p. 17

Fremont acknowledged the catastrophic error in my mortgage and promised to correct it. They sent me a new document but went out of business before it was processed.

CORRECT MORTGAGE DOCUMENT FROM FREMONT – PRESENTED IN THE FOLLOWING PAGES

SOURCE: Case Files [CLICK HERE](#)



³ Case files may be viewed at <http://finfix.org/proof/NJ-CASE-F-000839-13>.

⁴ Case files may be viewed at <http://finfix.org/proof/NJ-CASE-L-004753-13>

SUPERIOR COURT OF NEW JERSEY

HSBC Bank USA, National Association as
Trustee for Fremont Home Loan Trust 2006-C,
Mortgage-Backed Certificates, Series 2006-C

Plaintiff

Veronica Williams, et als.

Defendant, Pro Se

IN THE SUPERIOR COURT OF NEW JERSEY
ESSEX COUNTY
CHANCERY DIVISION

Case No. F – 000839-13

MOTION TO:

**EXECUTE INJUNCTON AGAINST SALE
OF 541 SCOTLAND ROAD, SOUTH
ORANGE, NJ, and**

**DISMISS FORECLOSURE and
DISMISS MORTGAGE AGAINST 541
SCOTLAND ROAD, S. ORANGE, NJ**

RELATED CASES:

U.S. Court of Appeals, Third District 19-1032

U.S. District Court of NJ Case 2:16-cv-05301-ES-JAD

NJ Case Docket No. ESSX L – 004753-13

NJ Case Docket No. ESSX L – 000081-11

CERTIFICATION OF SERVICE

I, Veronica Williams, certify that on this 25th day of May 2019, a true and correct copy of this document will be sent to the parties via the method and as addressed below:

Via Email

Steven Keith Eisenberg, Esq
Attorney for Stern & Eisenberg

Senior Partner
Stern & Eisenberg, PC
1581 Main Street, Suite 200
Warrington, PA 18976
Office 267-620-2130
Fax 215-572-5025
jefis@sterneisenberg.com

Via Email

Attorney General for the State
of NJ

Mr. Gurbir S. Grewal
Attorney General
Office of The Attorney General
The State of New Jersey
Richard J. Hughes Justice
Complex (HJC)
25 Market Street
8th Floor, West Wing
Trenton, NJ 08625-0080
ethics@ethics.nj.gov
OBCCR@njdcj.org

Via Email

Stuart I. Seiden, Associate
Brett Messinger, Partner
Attorneys for Litton Loan Servicing, HSBC
Bank USA, Goldman Sachs, Ocwen,
Fremont Home Loan trust 2006-C Mortgage-
Backed Certificates Series 2006-C

Duane Morris LLP
30 South 17th Street
Philadelphia, PA 19103-4196
Phone (215) 979-1124
Fax (215) 827-5536
siseiden@duanemorris.com and
LMTRYON@DUANEMORRIS.COM

Respectfully submitted,

Veronica A. Williams
Pro Se Counsel
/s/ Veronica A. Williams
StopFraud@vawilliams.com
(202) 486-4565

May 26, 2019

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NJ COURT FILING

DATED MAY 29, 2019

ALL 680 PAGES FILED

MOTION – FULFILLING DEFICIENCY

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Veronica A. Williams
 P.O. Box 978
 South Orange, NJ 07079
 Email StopFraud@vawilliams.com
 Phone 973-715-8580

THIS DOCUMENT MAY BE DOWNLOADED AT

http://finfix.org/NJSuperior_2019/Case-Docket_F-00839-13_Brief-for-Motion-Deficiency_5-24-19.pdf

SUPERIOR COURT OF NEW JERSEY

HSBC Bank USA, National Association as
 Trustee for Fremont Home Loan Trust 2006-
 C, Mortgage-Backed Certificates, Series
 2006-C

Plaintiff

Veronica Williams, et als.

Defendant, Pro Se

IN THE SUPERIOR COURT OF NEW JERSEY
ESSEX COUNTY
CHANCERY DIVISION

Case No. F – 000839-13

**BRIEF TO MEET MOTION DEFICIENCY
 IN RESPONSE TO CHC2019204674:
 EXECUTE INJUNCTON AGAINST SALE OF
 541 SCOTLAND ROAD, SOUTH ORANGE, NJ,
 and DISMISS FORECLOSURE, and
 DISMISS MORTGAGE AGAINST 541
 SCOTLAND ROAD, S. ORANGE, NJ**

RELATED CASES:

U.S. Court of Appeals, Third District 19-1032
 U.S. District Court of NJ Case 2:16-cv-05301-ES-JAD
 NJ Case Docket No. ESSX L – 004753-13
 NJ Case Docket No. ESSX L – 000081-11

**BRIEF TO MEET MOTION DEFICIENCY IN RESPONSE TO
 TRANSACTION ID CHC2019204698
 IN SUPPORT OF MOTION FOR:
 INJUNCTION AGAINST THE SALE OF 541 SCOTLAND ROAD, S. ORANGE, NJ AND
 DISMISSAL OF FORECLOSURE AND
 DISMISSAL OF MORTGAGE**

Another Effort to Explain and Present the Truth

This is another attempt to show the Court that the mortgage filed is fraudulent. Since my sworn testimony was not enough, and the documents that brought to the hearing support my explanation were not allowed, I am trying again. The evidence shows that:

- \$169,492.34 was fraudulently added to the principal of the mortgage agreement
- The interest rate was changed from 7.0% or 7.5% to 11.55%
- The type was changed from a FIXED RATE to an ADJUSTABLE RATE

These financial elements combine to a ***total extorted amount of \$1,087,011.83*** if I were to have acquiesced and paid the mounting costs charged by from this scam. If the mortgage servicers continue to pay my taxes and insurance, ***it would take at least 24 years to pay back the money*** they are attempting to steal.

The proof is in the numbers. Here is the financial breakdown:

THE NUMBERS			
ACTION	YEAR	US DOLLAR	EXPLANATION
Bought Home in 1983	1983	\$88,000	I first purchased my home.
Litton Loan Bought Mortgage	2005		
Refinanced with Fremont	2006	\$121,926.01	Total Amount Refinanced
• Includes Balance of		\$38,339.67	Mortgage Balance • Proof Filed with NJ Courts in 2014 • Corroborated by Fremont 2007 ¹
• Includes Advance of		\$86,526.34	Cash Out received by Williams
Made regular payments	1983-2009	\$286,486+	Plaintiff's Paid <i>at least</i> \$286,486.54 in monthly Interest & Principal
Fremont Filed Fraudulent Mortgage pp. XX	2010	\$291,418.35	Cash Out \$169,492.34 never received !!
Fraudulent Mortgage has different terms & conditions			<ul style="list-style-type: none"> • Interest 11.55%, <i>signed off</i> on 7.25% • Principal \$261,000, <i>signed off</i> on \$121,926.01 • Adjustable Rate, <i>signed off</i> on Firm Fixed Rate
No. Years to Pay Plaintiff \$256,018 overstated principal As of foreclosure filing p. XX	24+		Mortgage holder must pay taxes and interest at least 24 years to cover overstated mortgage principal

SPREADSHEET C:\CriticalFiles\CURRENT_Post2010\Veronica Williams\Legal_Prepaid\Case_LittonLoan\Financial-Injury_5-31-18.xlsx [CLICK HERE](#)
THE NUMBERS C:\CriticalFiles\CURRENT_Post2010\Veronica Williams\Legal_Prepaid\Case_LittonLoan\COURT-NJ-Foreclosure_2019\THE-NUMBERS.docx

Attachments VIII – XIII include evidence of the line items above.

I KNOW, UNEQUIVOCALLY, THAT THE MORTGAGE FILED IS FRAUDULENT. I also know the primary people who are responsible for the forgery and fraud. Since I have not been believed, however, I have initiated multiple investigations.

I was stonewalled throughout the foreclosure legal process². My attorney was unable to extend the hearing on December 23, 2009 (Case F-28279-09). Although I made a desperate attempt to attend the hearing, I was unable to do so. Rather than acknowledge the “errors” with the mortgage, the Plaintiffs opened another foreclosure action. In my first attempt to fight the Plaintiffs’ illegal acts, Case No. L – 000081-11, neither the Plaintiffs (Defendants in this action) nor their attorneys showed up. In the other cases L – 004753-13 and F – 000839-13, hearings were held without my knowledge or presence. I was not informed of hearings when I was represented by Denbeaux and Denbeaux. I did not learn about the 2014 decision until years later! See Attachment XIX.

¹ Williams never considered Fremont’s offer a “modification” because the “mortgage” that was being *modified* was fraudulent – it was not the real, correct and valid mortgage.

² Federal torts laws protect against these and other actions by Defendants.

I am including the following information from the last document filed with the Superior Court on May 15, 2019.

This document presents the Motion WITH SELECTED EVIDENCE THAT SUPPORTS each point. The evidence provided should be more than sufficient, however, additional information is available – if necessary – from the 8,000 pages filed. The foreclosure was fraudulent, it was executed deceptively, and William has repeatedly been denied due process in her numerous attempts to be heard by the Courts.

The fraudulent mortgage and other evidence of the crimes in this case are evidenced in filings with the NJ Superior Court, the U.S. District Court of New Jersey, the U.S. Court of Appeals, Third District and several Federal Agencies. The injunction and both dismissals should be granted for several reasons, including:

- The mortgage in the foreclosure documents is fraudulent. The principal amount, interest rate, type of interest and terms are not what Williams agreed to. See Attachment I
- The mortgage was filed after the foreclosure was filed; over 2 years after allegedly executed.
- Foreclosure hearings were held without the knowledge or presence of the property owner, named in the foreclosure. See Attachment II
- The foreclosure case filings contain extensive false information. See Attachment III
- The first law firm hired to seek the foreclosure had accurate information and notified the property owner. See Attachment IV
- A second law firm was hired, used false information, and did not give the property owner sufficient notice. See Attachment III
- The NJ Judge who signed the final order DID NOT preside over the foreclosure hearing. Neither Judge listened to the property owner. See Attachment V
- The property owner's cases (NJ Case Docket No. ESSX L – 000081-11, NJ Case Docket No. ESSX L – 004753-13, U.S. District Court of NJ Case 2:16-cv-05301-ES-JAD, U.S. Court of Appeals, Third District 19-1032) include *more than 7* witnesses who were involved in or directly responsible for creating the fraudulent mortgage. See Attachment VI
- The loss incurred by the property owner, thus far, vastly exceeds the amount of the mortgage and the value of the property. See Attachment VII
- If necessary, I can subpoena legal and financial professionals who are aware of dubious actions by firms involved in this fraud.

An additional copy of supporting filings and documents (over 16GB) was provided to the Court on a thumb drive with the Motion. Defendants have been given multiple copies of everything.

CLOSING FOR THIS FILING

The thumb drive that I submitted was returned to me by the Clerk of the Superior Court of New Jersey. Since the Court does not accept thumb drives, and paper documents further exacerbate the difficulty in understanding the financial and operational intricacies of this case, I request that the Court allow me to explain the filed information using the underlying digital files. I can present them at the hearing using a PC and computer projection machine.

I have a moral and civic responsibility to shine light on flaws in the processes that enable financial fraud, and to take steps to stop it. I will do so. Removing my illegal foreclosure is an important early step. This document should clarify the forged, modified agreement for the Court. Results from the investigations initiated should allow law enforcement to stop potential continuing acts by the perpetrators. My other efforts will define measures that can dramatically help protect others in the future.

The focus of this motion is on reversing the illegal foreclosure and fraudulent mortgage that underlies it. The other fraud in this case is being litigated and mitigated in separate actions and initiatives.

Respectfully submitted,

Veronica A. Williams
Pro Se Counsel

/s/ Veronica A. Williams

Veronica A. Williams
StopFraud@vawilliams.com

(202) 486-4565

May 26, 2019

I, Veronica Williams, authored and created a storyboard to simplify the explanation of how this fraud was conducted. The storyboard incorporates documents filed with the State of New Jersey, the Federal Courts and multiple Federal Agencies. Slides and pages from the storyboard are referenced in the attachments as well as many filings and some of the 1,140+ evidence items. I will gladly provide or explain any and all of the documents that indisputable support my multifaceted motion.

ATTACHMENTS TO MAY 15, 2019 AND TO THIS FILING

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Attachment IV	First Law Firm Had Correct Information for Williams – Notified Her	29
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ATTACHMENT I

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SUPPORTING WORKSHEETS AVAILABLE UPON REQUEST

SOURCE ENTIRE SECTION: STORYBOARD SLDE #19, p. 27

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P. 106 USDC Filing #99 [FILED BY VW](#) ♦ [IN COURT FILES](#) ♦ [DOC ON PC](#)

INDEX FROM FORECLOSURE FILE F-000839-13 [OL](#) [PC](#)Case-Files_Index_CURRENT.docx

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SOURCE: STORYBOARD SLIDE #42, p. 17

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CORRECT MORTGAGE DOCUMENT FROM FREMONT – PRESENTED IN THE FOLLOWING PAGES

SOURCE: Case Files [CLICK HERE](#)



³ Case files may be viewed at <http://finfix.org/proof/NJ-CASE-F-000839-13>.

⁴ Case files may be viewed at <http://finfix.org/proof/NJ-CASE-L-004753-13>

**THIS IS THE CONFIRMATION AGREEMENT WILLIAMS RECEIED FROM FREMONT
THE FULL DOCUMENT IS AVAILABLE UPON REQUEST**

Office Address:
Fremont Investment & Loan
3110 E. Gauss Rd.
Ontario, CA 91761



Phone: 909-484-0291
Fax: 714-431-1283

Fax

To: Veronica Williams	From: Lorraine
Fax: 888 492 5864	Pages: 10
Date: 11/14/07	CC:
Ref: 9000082816	

Urgent For Review Please Comment Please Reply Please Recycle

*** Comments:**

Please review, sign and return via fax 714 431 1283

THIS TRANSMISSION IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHOM IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL, AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF THE READER OF THIS TRANSMISSION IS NOT THE INTENDED RECIPIENT OR THE PERSON RESPONSIBLE FOR DELIVERING THE TRANSMISSION TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU RECEIVE THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US BY TELEPHONE IMMEDIATELY. THANK YOU.



Loss Mitigation Department
3110 E. Guasti Rd
Ontario, CA. 91761
Tel No. (951) 484-0291

11/9/2007

Veronica Williams
541 Scotland Rd
South Orange, NJ. 07079

RE: Loan: 8000082616
Property: 541 Scotland Rd
South Orange, NJ. 07075
Dear Veronica Williams

Congratulations! You have been approved for a Loan Modification. This modification changes the interest rate for the remaining term of the loan, effective 11/1/07 to an interest rate of 7.25% and your principal and interest payment effective as of 12/1/07 to 2,050.60. If your loan is impounded for Taxes and/or Insurance the amount added to this payment will be your monthly escrow collection of 5990.17 this is based on the last analysis and is subject to change yearly based on your premiums. Please find attached the itemization page with the breakdown of the capitalization.

Enclosed please find two original copies of the Loan Modification Document, one for your records. Please review the Loan Modification Agreement and sign your name exactly as it is printed under the signature line. All parties listed under the agreement must sign. Please fax a copy of the signed documents to my attention at fax : (714)431-1283 AND mail the original documents using the self addressed Federal Express label enclosed.

In addition to the documents, please include your down payment in the amount of \$6,295.21. All funds should be made by Western Union Quick Collect to the following:

Code City: Investors
Code State: CA
Attention: Loan Number

Or by certified funds payable to Fremont Investment & Loan and mailed to:

Fremont Investment & Loan
Attn: Loss Mitigation
3110 Guasti Road, Ste. 500
Ontario, CA. 91761

Please be advised that we must receive both the signed agreement and the down payment no later than 11/16/2007, failure to comply may result in Fremont & Investment & Loan's rescission of this loss mitigation option.

Fremont Investment Loan is a debt collector and is attempting to collect a debt, any information obtained will be used for that purpose.

P. 02

ON FAX

NOV-14-2007 WED 10:55 AM



Loss Mitigation Department
 3110 E. Gessell Rd
 Ontario, CA 91761
 Tel No. (951) 484-0221

Total Amount Due:

Principal & Interest Payments:	\$33,730.19
Escrow Payments:	\$12,065.21
Late Charges:	\$1,815.02
NSF Fees:	\$0.00
Delinquent Taxes:	\$0.00
Placed Coverage Insurance:	\$0.00
Property Inspection/Appraisal/BPO Fees:	\$613.00
Foreclosure Fees & Cost:	\$2,195.21
Interest on Corporate Advances:	\$65.28
Non-Refundable Modification Fee:	\$0.00
Less Suspense Credits:	\$5,770.00
TOTAL AMOUNT DUE:	\$44,713.91

Itemization of Capitalization:

The following is a breakdown of the amounts we have including in your Capitalization Modification. These items will be spread over the remaining term of your loan per the terms of your Agreement:

Interest Payments:	\$32,526.18
Delinquent Taxes:	\$0.00
Placed Coverage Insurance:	\$0.00
Property Inspection/Appraisal/BPO Fees:	\$613.00
Foreclosure Fees & Cost:	\$2,195.21
Interest on Corp Advances:	\$65.28
Less Suspense Credits:	\$5,770.00
Less Down Payment:	\$6,285.21
TOTAL AMOUNT OF CAPITALIZATION:	\$35,399.67

Outstanding Items:

Please be advised that we do not include outstanding Late Charges or NSF fees in the modification. The following amounts will still remain outstanding and are responsible to pay:

Late Charges:	\$1,815.02
NSF Fees:	\$0.00
TOTAL AMOUNT OUTSTANDING:	\$1,815.02

Please be advised that all figures reflected on this page were as of the date of: 11/9/2007
 any additional fees/costs charged to the loan will not be reflected in the Modification Agreement and will be the responsibility of the borrower to pay as stated in the terms of the Note Agreement.

If you have any questions regarding this matter please feel free to contact me at (909)418-3616 extension # 3616

Sincerely,
 Elizabeth Rayford
 Loss Mitigation Specialist

Fremont Investment Loan is a debt collector and is attempting to collect a debt; any information obtained will be used for that purpose.

RECORD AND RETURN TO:
FIRST AMERICAN TITLE
P.O. BOX 27670
SANTA ANA, CA 92799-7670
ATTN: LMIS

[Space Above This Line for Recording Data]

8000082616

LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

Original Recorded Date: APRIL 1, 2006

This Loan Modification Agreement ("Agreement"), made this 9TH day of NOVEMBER, 2007, between VERONICA WILLIAMS

("Borrower") and FREMONT INVESTMENT & LOAN

("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated MARCH 31, 2006 and recorded in _____, of the Official Records of _____ (Name of Records)

ESSEX COUNTY, NEW JERSEY and (2) the Note, bearing the same date as, _____ (County and State, or other Jurisdiction)

and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at

541 SCOTLAND ROAD, SOUTH ORANGE, NEW JERSEY 07079 (Property Address)

the real property described being set forth as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF;

LOAN MODIFICATION AGREEMENT - Single Family - Rennie Mae Uniform Instrument
FANDA 3179 Rev. 08-13-07

Form 3179 L01 (rev. 6/06)
(page 1 of 2)

ATTACHMENT II

- Foreclosure hearings were held without the knowledge or presence of the property owner, named in the foreclosure.

Williams did not know about, so she could not and did not appear at any Foreclosure Hearing. The items listed below from the Foreclosure Case File seem to verify decisions made against her in her absence. THIS DOES NOT INCLUDE HEARINGS HELD IN CASES No. ESSX F-28279-09 and ESSX L – 004753-13 WITHOUT WILLIAMS.

New Jersey Docket No. F-000839-13 ♦ Case File List											
Grp No.	Exh No.	Created Date	Filings	Document Type	Description w-Internet Links	Attorney Name	Firm Name	Date	Time	No. Pages	No. Pages Copied
		3/6/2014		Orders-Signed	Case Mng Order			10/1/13		2	2
		3/25/2014		Adjournment	Adjournment			2/4/14	12:39	2	2
		3/31/2014		Orders-Signed	Order Granting Summary Judgement			2/6/14	-	2	2
		5/29/2014		Orders-Signed	ORDR SUMM JUDG			2/6/14		2	-
1		9/17/2014	1	Judgments	Final Judg Appl-JudgRes	Steven K. Eisenberg	Stern & Eisenberg PC	9/17/14		3	3
3		9/17/2014	3	Judgments Loan Modification	Final Judg Appl-JudgRes	Steven K. Eisenberg	Stern & Eisenberg PC	9/17/14	1:42	7	7
4		9/17/2014	4	Judgments	Final Judg Appl-JudgRes	Steven K. Eisenberg	Stern & Eisenberg PC	9/17/14	1:42	5	
7		9/17/2014	7	Judgments <i>Certification Copy</i>	Final Judg Appl-JudgRes	Steven K. Eisenberg	Stern & Eisenberg PC	9/17/14	1:42	21	
8		9/17/2014	8	Judgments	Final Judg Appl-JudgRes	Steven K. Eisenberg	Stern & Eisenberg PC	9/17/14	1:42	21	21
9		9/17/2014	9	Judgments <small>Final</small>	Final Judg Appl-JudgRes	Steven K. Eisenberg	Stern & Eisenberg PC	9/17/14	1:42	3	3
10		9/17/2014	10	Judgments	Final Judg Appl-JudgRes	Steven K. Eisenberg	Stern & Eisenberg PC	9/17/14	1:42	3	
11		9/17/2014	11	Judgments	Final Judg Appl-JudgRes	Steven K. Eisenberg	Stern & Eisenberg PC	9/17/14	1:42	1	
15		9/17/2014	15	Judgments-Order-Judgment	Final Judg Appl-JudgRes	Steven K. Eisenberg	Stern & Eisenberg PC	9/17/14	1:42	2	2
		10/27/2014		Judgment	UNCONTESTED JUDGMENT	Same As Above		9/17/14	1:42	3	
		10/27/2014		Writ	WRIT OF EXECUTION	Court		9/17/14	1:42	4	4
		9/7/2016		Motion to Reverse Judgment & Dismiss	RNF-Motion					48	48
Download This Index & Case Files at http://finfix.org/proof/FCLOSE/ERRORS&MISTRUTHS.pdf											

SOURCE: ERRORS & MISTRUTHS IN FORECLOSURE ♦ [W-DETAILS](#) ♦ [OL](#) [PC](#) ; created from document in NJ Case File F-000839-09

ATTACHMENT III

- The foreclosure case filings contain extensive false information.

C:\CriticalFiles\CURRENT_Post2010\Veronica Williams\Legal_Prepaid\Case_LittonLoan\COURT-Case-Files-F-28279-09-NJ-Foreclosure_2009\EXCERPT FROM CASE FILING.docx

EXCERPT FROM CASE FILINGS #40, 41, 57 & 58, Evidence Items 771, 772 & 773**Docket Number: SWC F-000839-13****JEFIS Case Actions**

As of May 20, 2017

DETAILS OF ERRORS & MISTRUTHS – INCOMPLETE, THIS IS IN PROCESS**MORTGAGE IS FRAUDULENT**

The mortgage agreement filed is fraudulent. A mortgage agreement that reflects what the Plaintiff originally agreed to and signed in March 2007 is provided in the document filed on 4/24/17. This document was presented as a modification to the fraudulent mortgage because Fremont said they could not fix what had already been filed. The correct mortgage can be viewed at http://finfix.org/proof/ADDL/Case_2-16-cv-05301_NJ-Foreclosure-Mortgage-Fraudulent-4-24-17.pdf. It not the same mortgage as the one presented in the Foreclosure complaint. People involved in the original mortgage process, including former Fremont employees, have been added to the Plaintiff's witness list. The preliminary problems identified with the fraudulent mortgage are highlighted below.

P. 3

On 03/27/2006, borrower Veronica Williams executed and delivered an Adjustable Rate Note to FGC Commercial Mortgage Finance, DBA Fremont Mortgage, its Successors and/ or assigns upon the premises 541 Scotland Road , South Orange, NJ in the sum of \$261,000.00 together with interest at the initial rate of 11.5500% on the unpaid principal balance together with such other amounts until paid, said amounts to be paid at the initial monthly payment amount of \$2,594.63 and payable pursuant to the terms of the note (and mortgage). A copy of the note is attached hereto as Exhibit "A".

P.4 The Plaintiff checked Hall of Records with assistance from employee; they did not find this recording in 2010

To secure payment of the note, Veronica Williams (as more fully set forth in the mortgage) granted a mortgage in the Property to FGC Commercial Mortgage Finance DBA Fremont Mortgage Its Successors and/or Assigns on the same date as the note providing that such conveyance shall be void in the event full payment is made in accordance with the note. Said mortgage is recorded in the Clerk's Office in and for Essex County on 04/05/2006 at Book 11177, Page 730 and is incorporated herein by reference as though set forth at length herein. A copy of the mortgage is attached as Exhibit "B".

P.4 Plaintiff never received confirmed modification

Said Note and Mortgage was modified by Loan Modification Agreement dated November 9, 2007. The Unpaid Principal Balance was adjusted to \$295,892.58 consisting of the unpaid amounts loaned to Borrower plus and interest and other amounts capitalized. Interest was to be charged on the Unpaid Principal Balance at the yearly rate of 7.25%. Monthly principal and interest payments in the amount of \$2050.60 were to commence on December 1, 2007 and continue until the principal and interest payment were paid in full on the maturity date of April 1, 2036. Said Modification was not recorded.

p.13 Plaintiff never agreed to Adjustable Rate Note, the Plaintiff never agreed to an interest rate above 7%**ADJUSTABLE RATE NOTE**

(6-Month LIBOR Index - Rate Caps)

(Assumable during Life of Loan) (First Business Day of Preceding Month Lookback)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

March 27, 2006

[Date]

BREA, CA 92821

[City]

[State]

541 SCOTLAND ROAD SOUTH ORANGE, NJ 07079

[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ **261,000.00** (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is **FBC COMMERCIAL MORTGAGE FINANCE, DBA FREMONT MORTGAGE** **ITS SUCCESSORS AND/OR ASSIGNS**

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

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

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of **11.550** %. The interest rate I will pay will change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

3. PAYMENTS**(A) Time and Place of Payments**

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

~~I will make my monthly payment on the first day of each month beginning on **May 1, 2006**~~

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on **April 1, 2036**, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at **2727 E IMPERIAL HIGHWAY, BREA CA 92821**

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

p.13 There is an extra line before "or at a different place if required" could be unapproved change

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on **April 1, 2036**, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at **2727 E IMPERIAL HIGHWAY, BREA CA 92821**

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

p. 13 Page numbering seems non-sequential

Form 815N (04/04)

Form 5520-04

VMP Mortgage Solutions (800)521-7291

Page 1 of 4

Initials: 

p.14 Extra lines between sections of agreement that are not correct"

1. Line before (C) Calculation of Changes

2. Line before (E) Effective Date of Change

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of **April 1, 2008**, and on that day every sixth month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six-month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in The Wall Street Journal. The most recent Index figure available 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding **Six and Ninety-Nine Hundredths** percentage points (**6.9900** %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than **13.550** % or less than **11.5500** %. Thereafter, my interest rate will never be increased or decreased on any subsequent Change Date by more than **1.5000** from the rate of interest I have been paying for the preceding period. My interest rate will never be greater than **17.5500** % or less than **11.5500** %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

p. 15 The spacing between clauses is consistent; looks like it was modified after signing

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.0 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

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

(C) Notice of Default

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

(D) No Waiver by Note Holder

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

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

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

p. 19

605343

Form No. 1
FLOORING SYSTEMS
P.O. BOX 84878
MCLESTON, NJ 08854-8487

Prepared By
BARBARA LITSON

MAY 30 2007
POSTPT. REC'D
IN RELEASE
BOOK 12559 PAGE 356

6-4-2009
ASSGT. REC'D.
BK 12487 PAGE 4661



Form - 6032002 Clerk A. Grasso
Recorded/Filed 05 29 2009
NJ-STATE TREASURY 10/20/04 PL 11177 BY 700 WJS/ST 1

#00042018

MORTGAGE

NEW JERSEY MORTGAGE

NO. B. 9063419 (Discharged 3-23-2012)

LISPENDENS FILED 7-29-2009

HBC Bank / Veronica Williams
COUNTY DEPT.

BILL TO FORECLOSE

FILED 5-29-2009

DEFINITIONS

Words used in multiple instances of this document are defined below and other words are defined in Sections 1, 11, 13, 15, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 14.

- (A) "Security Instruments" means all documents, which in total formed 03, 1991 together with all riders to the documents.
- (B) "Mortgage" is VERONICA WILLIAMS

NO. B. 7071053 (Discharged 7-23-2009)

LISPENDENS FILED MAY 31 2007

Veronica Williams
COUNTY DEPT.

BILL TO FORECLOSE

FILED May 28 2007

Mortgage is the mortgage under the Security Instruments.

(C) "MORSE" is Mortgage Electronic Registration System, Inc. MORSE is a service organization for creating, storing and maintaining electronic records of mortgages and other documents. MORSE is the mortgagee under the Security Instruments. MORSE is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2200, P.O. 48, DE 19804-2200, tel. (302) 477-6600.

NEW JERSEY - Superior Courts - Public Access Website for OPENING MATTERS WITH MORTGAGE

FORM NO. 6032002
FORM 5/04
NEW JERSEY STATE TREASURY



Filed 5-29-2009

FONT SIZE

The first indication of a problem with the foreclosure complaint filed is obvious. The font in the mortgage agreement submitted in the complaint is so miniscule that one needs a magnifying glass to read it. The Plaintiff used compute, scanners and software to read and review the mortgage agreement. Further the fonts used for numbers vary from each other, indicating that multiple changes have been made.

NON-EXISTENT PEOPLE & ORGANIZATIONS ASSOCIATED WITH PLAINTIFF

p. 1 The Defendant here is Veronica Williams; none of these defendants are associated with the Plaintiff.

HSBC Bank USA, National Association, as
Trustee for Fremont Home Loan Trust 2006-C,
Mortgage-Backed Certificates, Series 2006-C
Plaintiff(s)

v.

Veronica Williams; Mr. Williams, Unknown
Spouse of Veronica Williams; Hospital Center at
Orange; Hospital & Doctors Service Bureau,
Assignee; Woodbridge Internal Med Assoc;
Unknown Tenants/Occupants/Unknown Spouse
Defendant(s)

p. 7 This is not the Plaintiff; never owed Hospital Center at Orange, never lived in Orange, NJ

Hospital Center at Orange

SUPERIOR COURT OF NEW JERSEY
JUDGMENT NUMBER: DJ-265065-2005 CASE NUMBER: DC 024311 ()
DATE DOCKETED: 10/06/05 DATE OF JUDGMENT IN S.C.P.: 02/11/02
TYPE OF ACTION: CONTRC-REG
VENUE: ESSEX

DEBT: \$	504.31
COSTS: \$	56.01
OTH: \$	13.51
INT: \$	60.51
DCKG: \$	10.01

CREDITOR(S):
HOSPITAL CENTER AT ORANGE
ATTORNEY: BROWN KAROSEN & BALLAN LLP
112 BROAD ST
BLOOMFIELD NJ 07003

JOIN

DEBTOR(S):
VERONICA WILLIAMS
197 TAYLOR ST, ORANGE, NJ 07050
ATTORNEY: PRO SE

*** End of Abstract ***

Hospital & Doctors Service Bureau, Assignee

p. 8 Plaintiff was never treated by this creditor; this is another Veronica Williams

SUPERIOR COURT OF NEW JERSEY

JUDGMENT NUMBER: DJ-327533-2005 CASE NUMBER: DC 006781 05
 DATE DOCKETED: 12/09/05 DATE OF JUDGMENT IN S.C.P.: 08/12/05
 TYPE OF ACTION: CONTRC-REG
 VENUE: PASSAIC

	DEBT: \$	381.85
	COSTS: \$	65.09
	INT: \$	1.21
	DCKG: \$	10.00

CREDITOR(S):
 HOSPITAL & DOCTORS SERVICE BUREAU ,ASSIGNEE
 ATTORNEY: SAMUEL J WEINSTEIN
 55 WASHINGTON ST SUITE 517
 PO BOX 636
 EAST ORANGE NJ 07019
 973-676-7676 JOIN

DEBTOR(S):
 MICHAEL WILLIAMS
 VERONICA WILLIAMS
 113 KEARNEY ST, PATERSON, NJ 07522
 ATTORNEY: PRO SE

 *** End of Abstract ***

p. 8 Plaintiff never did business with this company; this is another Veronica Williams

Woodbridge Internal Med Associates

SUPERIOR COURT OF NEW JERSEY

JUDGMENT NUMBER: DJ-122315-2007 CASE NUMBER: DC 006993 04
 DATE DOCKETED: 05/11/07 DATE OF JUDGMENT IN S.C.P.: 08/13/04
 TYPE OF ACTION: CONTRC-REG
 VENUE: MIDDLESEX

	DEBT: \$	1,282.81
	COSTS: \$	82.66
	OTH: \$	61.51
	INT: \$	125.93
	DCKG: \$	10.00

CREDITOR(S):
 WOODBRIDGE INTERNAL MED ASSOC
 ATTORNEY: PRIN SUCH KAHN & SHEPARD PC
 7 CENTURY DR
 SUITE 201
 PARSIPPANY NJ 07054
 973-538-4700 JOIN

DEBTOR(S):
 VERONICA WILLIAMS
 LARRY WILLIAMS
 189 CUTTER AV, FORDS, NJ 08863
 ATTORNEY: PRO SE

 *** End of Abstract ***

P. 9 This is not the Plaintiff.

Woodbridge Internal Med Associates

SUPERIOR COURT OF NEW JERSEY

JUDGMENT NUMBER: DJ-122315-2007 CASE NUMBER: DC 006993 04
DATE DOCKETED: 05/11/07 DATE OF JUDGMENT IN S.C.P.: 08/13/04
TYPE OF ACTION: CONTRC-REG
VENUE: MIDDLESEX

DEBT: \$	1,282.81
COSTS: \$	82.66
OTH: \$	61.51
INT: \$	125.93
DCKG: \$	10.00

CREDITOR(S):
WOODBRIDGE INTERNAL MED ASSOC
ATTORNEY: PRIN SUCH KAHN & SHEPARD PC
7 CENTURY DR
SUITE 201
PARSIPPANY NJ 07054
973-538-4700

JOIN

DEBTOR(S):
VERONICA WILLIAMS
LARRY WILLIAMS
189 CUTTER AV, FORDS, NJ 08863
ATTORNEY: PRO SE

*** End of Abstract ***

p. 12 Crystal Joy Lewis-Pierre never worked for Plaintiff. ♦ INTERVIEWED NON-EMPLOYEE**CERTIFICATION**

Pursuant to 4:64-1(a)(2) and (3), 12/31/2012, I communicated with the following employee(s) of the Plaintiff, who informed me that he/she (a) personally reviewed the documents filed/being filed herein for factual accuracy; and (b) confirmed the accuracy of such documents.

The name, title and responsibility of the employee with whom I communicated is:

Name: Crystal Joy Lewis-Pierre

Title: Contract Management Coordinator

Responsibilities: review/provide foreclosure support _____

Based on my communication as set forth above, as well as my own inspection of the loan information supplied and other diligent inquiry, I execute this certification to comply with the requirements of 4:64-1(a)(2) and (3), 1:4-8(a) and 1:5-6(c)(1)(E). I understand that I have an ongoing obligation to amend this certification in the event any ongoing investigation or discovery by Plaintiff indicates any change in the information previously reviewed.

ADR RIDER UNNECESSARY FOR ADR AGREEMENT – CLEARLY FRAUDULENT

p. 20

(D) "Lender" is FGD COMMERCIAL MORTGAGE FINANCE, DBA FREMONT MORTGAGE
 ITS SUCCESSORS AND/OR ASSIGNS
 Lender is a CORPORATION
 organized and existing under the laws of CALIFORNIA
 Lender's address is 2727 E IMPERIAL HIGHWAY, BREA CA 92621

(E) "Note" means the promissory note signed by Borrower and dated March 27, 2008
 The Note states that Borrower owes Lender Two Hundred Sixty-One Thousand and
 No/100 Dollars
 (U.S. \$ 261,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic
 Payments and to pay the debt in full not later than April 1, 2038

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

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

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

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

p. 20 Looks like Rider was added to a different agreement

(D) "Lender" is FGD COMMERCIAL MORTGAGE FINANCE, DBA FREMONT MORTGAGE
 ITS SUCCESSORS AND/OR ASSIGNS
 Lender is a CORPORATION
 organized and existing under the laws of CALIFORNIA
 Lender's address is 2727 E IMPERIAL HIGHWAY, BREA CA 92621

(E) "Note" means the promissory note signed by Borrower and dated March 27, 2008
 The Note states that Borrower owes Lender Two Hundred Sixty-One Thousand and
 No/100 Dollars
 (U.S. \$ 261,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic
 Payments and to pay the debt in full not later than April 1, 2038

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

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

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

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

p. 20



Page 8 of 11

Form 3087 1/01

Page 2 of 12 ??

p. 21

BA (NJ) (1004)

Page 11 of 11

Form 3501 1/01

Page 3 of 12?

p. 26 Inconsistent ordering of agreement: 7. -> K. -> 5. ♦ NON-SEQUENTIAL CLAUSES

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

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

Lender or its agent may make reasonable entries upon and inspections of the Property in a reasonable case. Lender may inspect the interior of the improvements on the Property. Lender may give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any person or entity acting in the direction of Borrower or with Borrower's consent gave materially false, misleading, or inaccurate information or statements to Lender (including providing Lender with material information) in connection with the Loan. Material representations are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

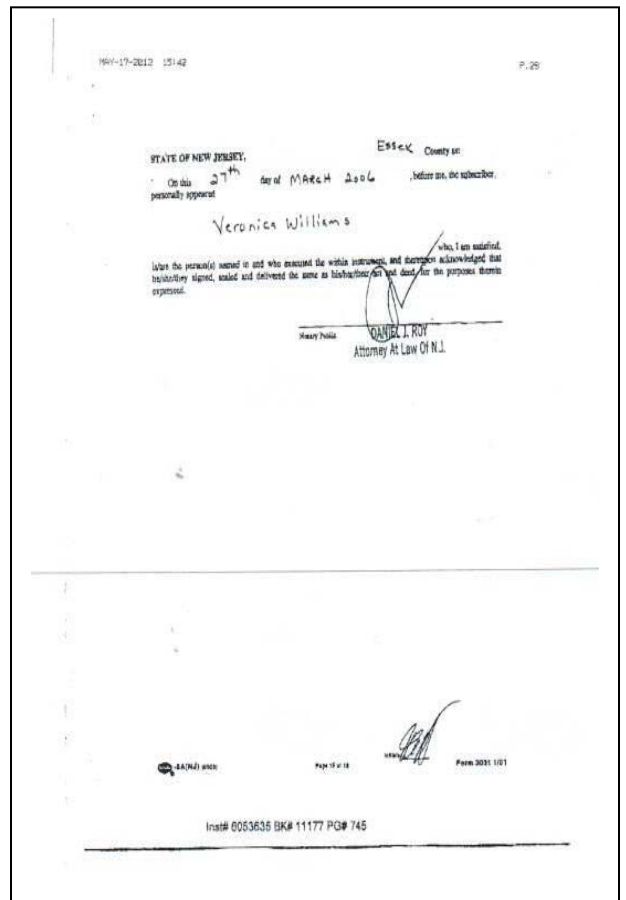
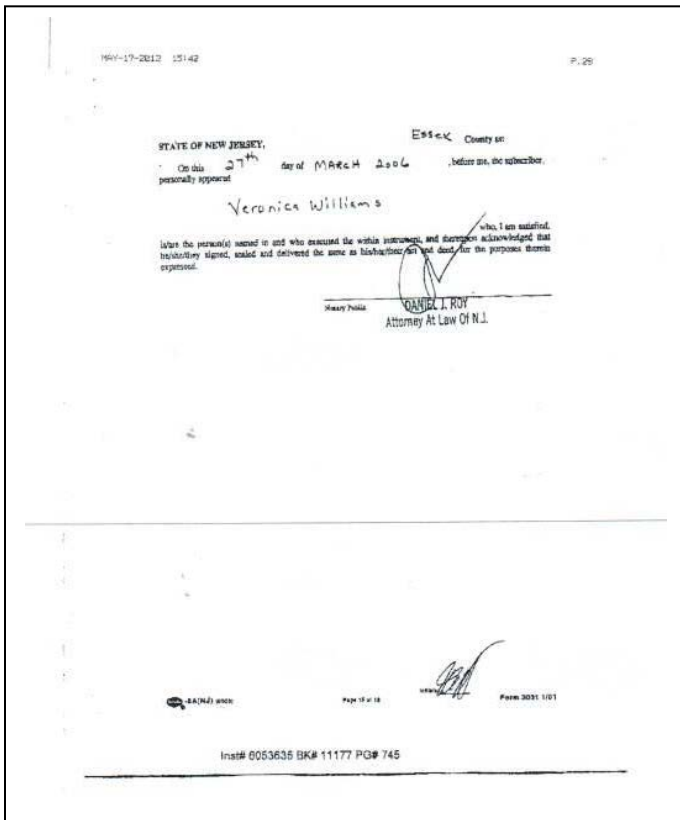
9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. (a) Borrower falls to perform the covenants and agreements contained in this Security Instrument or a legal proceeding that might significantly affect Lender's interest in the Property and/or its Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or

p. 34 Not written or signed by Veronica Williams

STATE OF NEW JERSEY, Essex County ss:
 On this 27th day of MARCH 2006, before me, the subscriber,
 personally appeared
 Veronica Williams
 who, I am satisfied,
 is/are the person(s) named in and who executed the within instrument, and do/does acknowledge that
 he/she/they signed, sealed and delivered the same as his/hers/their act and deed, for the purposes therein
 expressed.

 Heavy Public DANIEL J. ROY
 Attorney At Law Of N.J.

p.34 This page was clearly cut & pasted



p. 35 Adjustable Rate Rider never signed by Plaintiff

ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this 27th day of March 2008, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to F&G COMMERCIAL MORTGAGE FINANCE, DBA FRENCH MORTGAGE ITS SUCCESSORS AND/OR ASSIGNS

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 541 SCOTLAND ROAD SOUTH ORANGE, NJ 07079

[Property Address]

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES The Note provides for an initial interest rate of 11.350 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES (A) Change Dates The interest rate I will pay may change on the first day of April 2008, and on that day every sixth month thereafter. Each date on which my interest rate could change is called a "Change Date."

MULTISTATE ADJUSTABLE RATE RIDER - Single Family 899R (0402) Page 1 of 5 Initials: [Signature] VMP Mortgage Solutions, Inc. (800)521-7291



Inst# 6053635 BK# 11177 PG# 746

p. 36 Plaintiff never signed this page

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an index. The "Index" is: the average of interbank offered rates for six-month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in the WALL STREET JOURNAL's most recent index figure available as of the date: 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Six and Ninety-Nine Hundredths (6.99%) to the Current Index. The Note Holder will then round the result of this addition to the Nearest Next Highest Next Lowest One-Eighth (0.125%) Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

Interest-Only Period

The "Interest-Only Period" is the period from the date of this Note through N/A. For the interest-only period, after calculating my new interest rate as provided above, the Note Holder will then determine the amount of the monthly payment that would be sufficient to pay the interest which accrues on the unpaid principal of my loan. The result of this calculation will be the new amount of my monthly payment.

The "Amortization Period" is the period after the interest-only period. For the amortization period, after calculating my new interest rate as provided above, the Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

Initials: 

p. 37 Plaintiff never signed this page

(D) Limits on Interest Rate Changes
(Please check appropriate boxes; if no box is checked, there will be no maximum limit on changes.)

- (1) There will be no maximum limit on interest rate changes.
- (2) The interest rate I am required to pay at the first Change Date will not be greater than 12.500 % or less than 11.5000 %.
- (3) My interest rate will never be increased or decreased on any subsequent Change Date by more than One and One-Half percentage points (1.5000 %) from the rate of interest I have been paying for the preceding period.
- (4) My interest rate will never be greater than 17.5000 %, which is called the "Maximum Rate."
- (5) My interest rate will never be less than 11.5000 %, which is called the "Minimum Rate."
- (6) My interest rate will never be less than the initial interest rate.
- (7) The interest rate I am required to pay at the first Change Date will not be greater than 12.500 % or less than 11.5000 %. Thereafter, my interest rate will never be increased or decreased on any subsequent Change Date by more than One and One-Half percentage points (1.5000 %) from the rate of interest I have been paying for the preceding period.

(E) Effective Date of Changes
My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes
The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

8999 (0402)

Page 3 of 5

Initials: *SK*

Inst# 8053635 BK# 11177 PG# 745

p. 55 Not True

CERTIFICATION

Pursuant to Rule 4:64-1(a), it is hereby stated that the Plaintiff obtained and reviewed a copy of a title search of the public records for the purpose of identifying any lienholder or other persons and entities with an interest in the property that is subject to foreclosure and a copy of the title search is hereby attached to this certification.

STERN & EISENBERG, PC

BY:

- STEVEN K. EISENBERG, ESQUIRE
- JACQUELINE F. McNALLY, ESQUIRE
- KEVIN P. DISKIN, ESQUIRE
- DAVID M. LAMBROPOULOS, ESQUIRE
- LEN M. GARZA, ESQUIRE
- STACEY WEISBLATT, ESQUIRE
- OLIVER AYON, ESQUIRE

Attorney for Plaintiff

DATED: 1-7-13

p. 57

CERTIFICATION

Pursuant to Rule 4:5-1, it is hereby stated that the matter in controversy is not the subject of any other action pending in any other Court or of a pending arbitration proceeding to the best of my knowledge and belief. Also, to the best of my knowledge and belief, no other action or arbitration proceeding is contemplated. Further, other than the parties set forth in this pleading and the previous pleadings, if any, at the present time we know of no other parties that should be joined in the within action.

STERN & EISENBERG, PC

BY:

- STEVEN K. EISENBERG, ESQUIRE
- JACQUELINE F. MCNALLY, ESQUIRE
- KEVIN P. DISKIN, ESQUIRE
- DAVID M. LAMBROPOULOS, ESQUIRE
- LEN M. GARZA, ESQUIRE
- STACEY WEISBLATT, ESQUIRE
- OLIVER AYON, ESQUIRE

Attorney for Plaintiff

DATED:

1-7-13

NO QA OR QC

There was not sufficient QA (Quality Assurance) or QC (Quality Control). In other words, there were not reliable procedures and processes that ensured acceptable and approved mortgage agreements provided to field representatives or approved clients. This was a lack of Quality Assurance. There were also not IV&V (independent verification and validation) or steps taken to ensure reliable agreements submitted by sales representatives. That would confirm that the mortgage agreements submitted were what was expected and were also acceptable to the mortgage holders. This was a lack of Quality Control. This is why between the time that the Plaintiff signed the final pages with M. Conception, and the time that an agreement was submitted to the NJ Courts, the agreement was completely different.

UNRELATED INFORMATION**OTHER VERONICA WILLIAMS IN ESSEX COUNTY**

p. 7

Hospital Center at Orange

SUPERIOR COURT OF NEW JERSEY

JUDGMENT NUMBER: DJ-265065-2005 CASE NUMBER: DC 024311 (

DATE DOCKETED: 10/06/05 DATE OF JUDGMENT IN S.C.P.: 02/11/02

TYPE OF ACTION: CONTRC-REG

VENUE: ESSEX

DEBT: \$	504.31
COSTS: \$	56.01
OTH: \$	13.51
INT: \$	60.51
DCKG: \$	10.01

CREDITOR(S):
 HOSPITAL CENTER AT ORANGE
 ATTORNEY: BROWN KAROSEN & BALLAN LLP
 112 BROAD ST
 BLOOMFIELD NJ 07003 JOIN

DEBTOR(S):
 VERONICA WILLIAMS
 197 TAYLOR ST, ORANGE, NJ 07050
 ATTORNEY: PRO SE

 *** End of Abstract ***

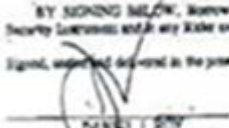
Hospital & Doctors Service Bureau, Assignee**PLAINTIFF NEVER MARRIED, ONLY HOMEOWNERS, 2ND OWNER OF THIS PROPERTY**


p. 7

Mr. Williams, Unknown Spouse of Veronica Williams, is joined to divest any dower or curtsy interest he may claim in the Property by virtue of his marriage or other legally existing relationship if such an interest exists. Any right, title, or interest derived by Mr. Williams from this interest is subordinate to Plaintiff's lien.

p. 33 Daniel Roy has complaints of mortgage fraud. Plaintiff will seek corroborative information from other sources.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and in any Note executed by Borrower and accepted with it.
Signed, witnessed and delivered in the presence of:


DANIEL J. ROY
Attorney At Law Of N.J.


VERONICA WILLIAMS
(GWS)

Daniel J Roy reprimanded by Supreme Court of New Jersey Disciplinary Review Board
http://drlookupportal.judiciary.state.nj.us/DocumentHandler.ashx?document_id=1059667

Daniel J. Roy charged with theft by deception; stole home of NJ senior citizen



By Ron Zeitlinger | The Jersey Journal
 Follow on Twitter
 on January 15, 2008 at 9:09 PM, updated January 15, 2008 at 9:39 PM

Print
 Email

A disbarred Jersey City lawyer -- who in 2005 stole a senior citizen's home and life savings -- and two other attorneys have been indicted on charges they helped a Bayonne man swindle a Jersey City woman out of her home, officials said.

Jersey City attorney Kevin Bosworth, Maplewood attorney Daniel Roy and former attorney Francis Monahan, are charged with theft by deception, Hudson County Assistant Prosecutor Kelly Simpson announced today.

They are accused of facilitating portions of the transactions through which Jersey City resident Kamal Ghobryal allegedly stole the Ege Avenue home of Manal Abdelsayed, Simpson said.

http://www.nj.com/hudson/index.ssf/2008/01/not_again_disbarred_lawyer_acc.html

Daniel J Roy reported as being disciplined by a state licensing authority.

Daniel J Roy

This lawyer has been disciplined by a state licensing authority.

Not yet reviewed

AVVO RATING Attention

- Maplewood, NJ
- Licensed for 41 years

<https://www.avvo.com/attorneys/07040-nj-daniel-roy-1571828.html>

ADDITIONAL INFORMATION WILL BE PROVIDED AT TRIAL

FDIC Issued Fremont a Cease & Desist March 7, 2007

<https://www.fdic.gov/news/news/press/2007/pr07022.html>

Plaintiff is investigating to identify other mortgages that were fraudulently filed by Fremont and its affiliates.





[Home](#) > [News & Events](#) > [Press Releases](#)

Press Releases

FDIC Issues Cease and Desist Order Against Fremont Investment & Loan, Brea, California, and Its Parents

FOR IMMEDIATE RELEASE
March 7, 2007

The Federal Deposit Insurance Corporation (FDIC) today announced it had issued a cease and desist order against Fremont Investment & Loan, Brea, California ("Bank"), and its parent corporations, Fremont General Corporation and Fremont General Credit Corporation. The bank and its parents, without admitting or denying the allegations, consented to the order.

In taking this action, the FDIC found that the bank was operating without effective risk management policies and procedures in place in relation to its subprime mortgage and commercial real estate lending operations. The FDIC determined, among other things, that the bank had been operating without adequate subprime mortgage loan underwriting criteria, and that it was marketing and extending subprime mortgage loans in a way that substantially increased the likelihood of borrower default or other loss to the bank.

The order sets forth a variety of corrective actions to be undertaken. The order requires that the bank adopt a five-year strategic plan for its business. The order also requires that the bank, within 90 days, adopt a subprime mortgage lending policy with provisions designed to correct its lending practices, including that it underwrite future subprime loans with an analysis of the borrower's ability to repay at the fully indexed rate and provide borrowers with clear information about the benefits and risks of the products.

The order also requires the bank within 90 days to describe efforts it will make to restructure loans in distress consistent with the marketability of such loans and with sound principles of underwriting. In addition, the order requires the bank to fully comply with all consumer protection laws. The order also requires the bank to correct its commercial real estate lending practices.

"Our concern has always been that banks make loans that borrowers are able to repay," said FDIC Chairman Sheila C. Bair. "We believe that the agreement with Fremont addresses this basic concern."

Attachment: <http://www.fdic.gov/bank/individual/infocenter/2007-03-06/infocent-2007-03-06.pdf> - PDF 53k (PDF file)

###

Congress created the Federal Deposit Insurance Corporation in 1933 to restore public confidence in the nation's banking system. The FDIC insures deposits at the nation's 8,681 banks and savings associations and it promotes the safety and soundness of these institutions by identifying, monitoring and addressing risks to which they are exposed. The FDIC receives no federal tax dollars - insured financial institutions fund its operations.

FDIC press releases and other information are available on the Internet at www.fdic.gov, by subscription electronically (go to www.fdic.gov/about/subscriptions/index.html) and may also be obtained through the FDIC's Public Information Center (877-275-3342 or publicinfo@fdic.gov.) PR-22-2007

Media Contact:
David Barr (202) 898-6992
Cell: 703-622-4790
dbarr@fdic.gov

Last Updated 03/07/2007
communications@fdic.gov

[Home](#) [Contact Us](#) [Website Policies](#) [Search](#)

SELECTED SOURCES OF INFORMATION:

USDCNJ #40 Foreclosure File Laden with Errors [OL](#)

USDCNJ #41 Foreclosure Based on Fraudulent Files [OL](#)

USDCNJ #57 Additional Evidence of Mortgage Fraud (LIBOR) [OL](#)

USDCNJ #58 NJ Foreclosure Case Files [OL](#)

SOURCE: ERRORS & MISTRUTHS IN FORECLOSURE ♦ W-DETAILS ♦ [OL](#)

ATTACHMENT IV

- The first law firm hired to seek the foreclosure had accurate information and notified the property owner.

The first attempt to offer me an inappropriate offer was New Jersey Case Docket No. F-28279-09. The contacted Veronica A. Williams, not someone else, and I attempted to respond.

There is no reason that the second firm hired could not have contacted the property owner. Instead, they used false information and repeatedly failed to properly notify Williams.

REFERENCE: STORYBOARD SLIDE #13, p. 7

REFERENCE: New Jersey Docket No. F-28279-09 Case Files

ATTACHMENT V

- The NJ Judge who signed the final order DID NOT preside over the foreclosure hearing.
Neither Judge listened to the property owner.

Judge Harriet Klein, Essex County, presided over the Foreclosure Hearings

Judge Paul Innes, Mercer County ([*61 miles away*](#)), signed the Foreclosure Award.

REFERENCE: New Jersey Case Files Docket No. F-00839-13 ; Online at Documents filed as of 2017 can be viewed at

ATTACHMENT VI

- The property owner's cases (NJ Case Docket No. ESSX L – 000081-11, NJ Case Docket No. ESSX L – 004753-13, U.S. District Court of NJ Case 2:16-cv-05301-ES-JAD, U.S. Court of Appeals, Third District 19-1032) include *more than 7* witnesses who were involved in or directly responsible for creating the fraudulent mortgage.

PRIMARY WITNESSES EXPECTED TO TESTIFY					
Names Have Been Withheld To Avoid Witness Tampering					
First Name	Last Name	Company	User 9	User 8	User 10
And	Corruption	Fremont Investment & Loan	001	A	Fremont Fraud
Elizabeth	Refused	Fremont Investment & Loan	002	A	Fremont Fraud
John	Carroll	Fremont Investment & Loan	003	A	Fremont Fraud
And	Spines		004	A	
And	Spines		005	A	
Louise	Corruption	US Family Health Plan	006	A	Fremont Fraud
John	Phishing	Ocwen Financial Corporation	007	A	Fremont-GS-Litton-Ocwen
Melanie	Refused		008	A	Fremont Fraud
Maria	Granting	Federal Deposit Insurance Corporation	009	A	Fremont Fraud
Robert	Subpoena	Banks - Veronica Williams	010	A	GS-Litton-Fremont fraud
Larry	Litton	Litton Loan Servicing LP	011	A	Litton Fraud
Ray	Phishing	Litton Loan Servicing LP	012	A	Litton Fraud
Robert	Subpoena	Telecom - Veronica Williams	013	A	Litton Fraud
Neil	Carroll	Litton Loan Servicing LP	014	A	
Mike	Such	Evangelical Christian Credit Union	015	A	Fremont Fraud
Patrick	Litton	Fremont	016	A	Fraud
Michael	Such	HomeXpress Mortgage Corp.	017	A	Fremont Fraud
Larry	Litton	Selene Finance L.P.	018	A	Litton Fraud
Doug	Phishing	US Bank	019	A	Fremont Fraud
Daniel	Ref	Attorney Daniel Roy	020	B	Fremont Fraud & Legal
Elizabeth	Ref	Royal Title Service Inc.	021	B	Fremont Fraud & Legal
Robert	William	Royal Title Service Inc.	022	B	Fremont Fraud & Legal
Robert	Robert	Stern & Eisenberg, PC	023	B	Legal Fraud
Jan	Carroll	Stern & Eisenberg, PC	024	B	Legal Fraud
Alan	Disobey	Retired	025	B	Fed official knowledge
Daniel	Litton/Phishing	Stern & Eisenberg, PC	026	B	Legal Fraud
Shirley	Waltcott	Stern & Eisenberg, PC	027	B	Legal Fraud
Ugo	Blackbox	Goldman Sachs & Company	028	C	Board-DI
Gary	Carroll	Goldman Sachs & Company	029	C	GS - Litton fraud
Henry	Phishing	Paulson Institute	030	C	Goldman to Treasury
David	Walt	Litton Loan Servicing LP	031	C	Litton Fraud

PRIMARY WITNESSES EXPECTED TO TESTIFY					
Names Have Been Withheld To Avoid Witness Tampering					
First Name	Last Name	Company	User 9	User 8	User 10
Crystal	Leach-Peters	c/o Stern & Eisenberg	032	D	Legal Fraud
Adam	Denbeaux	Denbeaux & Denbeaux	033	D	Legal Fraud
David	Morris	Duane Morris LLP	034	D	Legal Fraud
John	Morris	Duane Morris LLP	035	D	Legal Fraud
David	Callan	Litton Loan Servicing LP	036	E	Litton Fraud
Ben	Opus	Opus Capital Markets Consultants	037	F	GS-Litton-Ocwen fraud
Charles	Reserve	Federal Reserve Bank	038	F	
Greg	Modern	American Modern Home Insurance Company	039	F	Litton Fraud
David	former	former Litton Loan employee	040	E	Litton Fraud
Greg	Opus	Opus Capital Markets Consultants	041	F	GS-Litton-Ocwen fraud
Lithuan	Modern	American Modern Home Insurance Company	042	F	Litton Fraud
H. Stahl or Current Manager	HSBC	HSBC North American Holdings Inc.	043	G	Fremon-Litton- Ocwen
Patrick	HSBC	HSBC North American Holdings Inc.	044	G	Fremon-Litton- Ocwen
David	Enhance	Enhance Financial Services Group, Inc.	045	H	GS - Litton fraud
Brandon	HSBC	HSBC North American Holdings Inc.	046	H	Fremon-Litton- Ocwen
Michael	Sclar	Sclar Adler LLP	047	H	GS - Litton fraud
David	Dune	Dune Capital Management LP (DCM)	048	I	GS - Litton fraud
Michael	Dune	Dune Capital Management LP (DCM)	049	I	GS - Litton fraud
David	Dune	Dune Capital Management LP (DCM)	050	I	GS - Litton fraud
David	Dune	Dune Capital Management LP (DCM)	051	I	GS - Litton fraud
David	Dune	Dune Capital Management LP (DCM)	052	I	GS - Litton fraud
Charles	Dune	Dune Capital Management LP (DCM)	053	I	GS - Litton fraud
Tom	Dune	Dune Capital Management LP (DCM)	054	I	GS - Litton fraud
David	Shellpoint	Shellpoint Partners LLC	055	I	
David	Dune	Dune Capital Management LP (DCM)	056	I	GS - Litton fraud
William	Ocwen	Ocwen Financial Corporation	057	J	GS fraud
John	Schepisi	Schepisi & McLaughlin	058	K	Legal Fraud
Harriet	State	State of New Jersey Legislature	059	K	Leal Fraud
Madeline	Schepisi	Schepisi & McLaughlin	060	K	Legal Fraud
Harriet	State	State of New Jersey Legislature	061	K	Legal Fraud
Michael	State	State of New Jersey Legislature	062	K	Legal Fraud
David	State	State of New Jersey Legislature	063	K	Legal Fraud
Stephanie	State	State of New Jersey Legislature	064	K	Legal Fraud
Barbara	State	State of New Jersey Legislature	065	K	Legal Fraud
May	State	State of New Jersey Legislature	066	K	Legal Fraud
Kevin	State	State of New Jersey Legislature	067	K	Legal Fraud
John	State	State of New Jersey Legislature	068	K	Legal Fraud
Terri	TERRI	TERRI CASALEGGIO	069	K	
Wes	State	State of New Jersey Legislature	070	K	Legal Fraud

PRIMARY WITNESSES EXPECTED TO TESTIFY					
Names Have Been Withheld To Avoid Witness Tampering					
First Name	Last Name	Company	User 9	User 8	User 10
Janet	Jain	Wood, Smith, Henning & Berman LLP	071	K	Legal Fraud
Jeff	Jain	State of New Jersey Department of Treasury	072	L	Mail Fraud
Madira	Mahabadi	State of New Jersey Department of Treasury	073	L	Mail Fraud
Anna	Tanah	State of New Jersey Department of Treasury	074	L	Mail Fraud
Frank	Venozzo	United States Postal Service	075	L	Mail Fraud
Megan	Wentz	United States Postal Service	076	L	Mail Fraud
Tom	Coburn	United States Senator Tom Coburn	077	M	Fraud
Elizabeth	Warren	United States Senator Elizabeth Warren	078	M	Fraud
Andrew	Carney	Debevoise	079	M	Fed Official VW Case
John	Dugan	Covington & Burling LLP	080	M	Fed Official VW Case
Eric	Hilder	Covington & Burling LLP	081	M	Multiple
Mary	White	Debevoise	082	M	Fed Official VW Case
Richard	Carley	United States Consumer Financial Protection Bureau	083	M	Fed Official VW Case
John	Waters	United States Consumer Financial Protection Bureau	084	M	Fed Official VW Case
Matthew	Stephan	United States Department of Justice	085	M	Fed Official VW Case
John	Hughes	United States Department of the Treasury	086	M	Fed Official VW Case
John	Dugan	United States Department of the Treasury	087	M	Multiple
Marigee	Wentz	United States Department of the Treasury	088	M	Fed Official VW Case
Jeffrey	Quatt	United States Securities and Exchange Commission	089	M	Fed Official VW Case
John	Wentz	United States Department of Justice	090	M	Fed Official VW Case
Michael	Lynch	United States Securities and Exchange Commission	091	M	Fed Official VW Case
Robert	Kerrigan	United States Securities and Exchange Commission	092	M	Fed Official VW Case
Larry	Roberts	United States Securities and Exchange Commission	093	M	Fed Official VW Case
Robert	McGuire	United States Securities and Exchange Commission	094	M	Fraud
Bill	Wentz	United States Securities and Exchange Commission	095	M	Fed Official VW Case
Mary	Schmitt	United States Securities and Exchange Commission	096	M	Fraud
Veronica	Williams	Veronica Williams' in Essex County NJ	097	Q	Legal Fraud
Veronica	Williams	Veronica Williams' in Essex County NJ	098	Q	Legal Fraud
Veronica	Williams	Veronica Williams' in Essex County NJ	099	Q	Legal Fraud
Veronica	Williams	Veronica Williams' in Essex County NJ	100	Q	Legal Fraud
Veronica	Williams	Veronica Williams' in Essex County NJ	101	Q	Legal Fraud
Veronica	Williams	Veronica Williams' in Essex County NJ	102	Q	Legal Fraud
Veronica	Williams	Veronica Williams' in Essex County NJ	103	Q	Legal Fraud
Veronica	Williams	Veronica Williams' in Essex County NJ	104	Q	Legal Fraud
Cyril	Louis Perini	Ocwen Financial Corporation	105	P	Fremont-GS-Litton-Ocwen
Christopher	Robles	Ocwen Financial Corporation	106	P	Fremont-GS-Litton-Ocwen
Jeffrey	Shulman	Shulman Wellness Center LLC	107	U	Multiple
John	Prohaska	Summit Medical Group	108	U	Damages
	TAD	St. Barnabas Medical Center	109	U	Damages

PRIMARY WITNESSES EXPECTED TO TESTIFY					
Names Have Been Withheld To Avoid Witness Tampering					
First Name	Last Name	Company	User 9	User 8	User 10
Don	James	BDT & Company	110	O	Goldman to Treasury
Edward	Francis	Cushman & Wakefield, Inc	111	O	Goldman to Treasury
Neil	Michael	Minneapolis Federal Reserve	112	O	Goldman to Treasury
Robert	David	Perella Weinberg Partners	113	O	Goldman to Treasury
David	William	Upfront Ventures	114	O	Goldman to Treasury
L.A.	Michael	Radian Group Inc.	115	O	GS - Litton fraud
Michael	William	Black Rock	116	O	Goldman to Treasury
Michael	Michael	Initiative for a Competitive Inner City (ICIC)	117	R	GS fraud
Michael	Robert	Harvard University	118	R	GS Fraud
Greg	Michael	Nudelman, Klemm and Golub	119	S	Damages - Fraud
Arthur	Nudelman	Nudelman, Klemm and Golub	120	S	Damages - Fraud
Patrick	David	Capital One Financial Corporation	121	S	Damages
William	Nudelman	Nudelman, Klemm and Golub	122	S	Damages - Fraud
		INNOVIS	123	V	Damages - Credit
	Lisa	INNOVIS	124	V	Damages - Credit
		Equifax Credit Information Services	125	V	Damages - Credit
Customer	Service	Trans Union LLC	126	V	Damages - Credit
Customer	Service	Experian	127	V	Damages - Credit
Customer	Service	Dun & Bradstreet Corp.	128	V	Damages - Credit
James	Alan	United States Department of Transportation	129	V	Multiple
George	Robert	ACT Inc.	130	V	Multiple
Carl	James	Business Sense	131	V	Multiple
Douglas	Scott	Economic Damage Advisory Services, LLC	132	V	Damages
David	Michael	Emerging Technology Consortium	133	V	Damages
Michael	Alan	EndPoint Consulting Group, LLC	134	V	Multiple
Thomas	Thomas	GAP SOLUTIONS	135	V	Multiple
Debra	Carol	GSA - U.S. General Services Administration	136	V	Multiple
Steve	William	Invizion, Inc.	137	V	Damages
Alan	Neil	Noel & Company, PC	138	V	Fraud
Michael	Michael	State of New Jersey Depart. of Banking & Insurance	139	V	Fraud
George	Robert	The Lone Ranger, LLC	140	V	Multiple
Greg	William	The McClatchy Company	141	V	Fraud
Joe	Robert	The Ravens Group Inc.	142	V	Damages
J. Paul	William	United States Department of Homeland Security	143	V	Multiple
David	Michael	United States Department of Housing & Urban Dev	144	V	Damages
Paul	Scott	World Information Technology Solutions, LLC	145	V	Damages
David	Alan	World Information Technology Solutions, LLC	146	V	Damages
Mike	Mark	Independent contractor	147	V	Fraud
Michael	Michael	Funded Justice	148	N	

PRIMARY WITNESSES EXPECTED TO TESTIFY Names Have Been Withheld To Avoid Witness Tampering					
First Name	Last Name	Company	User 9	User 8	User 10
		Funded Justice	149	N	
		ADDED AFTER DECEMBER 2018 FILING			
		Ocwen			
		NJ Legal Professional			
		NJ Legal Professional			
		NJ Legal Professional			

SOURCE (Case Files): Witnesses – at least 7 know how fraudulent mortgage was created –

ATTACHMENT VII

- The loss incurred by the property owner, thus far, vastly exceeds the amount of the mortgage and the value of the property.

As the primary shareholder of a firm with 20 year Federal Supply Schedules, a client base of Fortune 500 companies, registered trademarks ([Discover/IT®](#) & [ThePs®](#)), and a long term successful track record, the fraudulent foreclosure cost her life’s work, assets and earning power. The full magnitude will be presented at trial.

SOURCE: STORYBOARD SLDE #8, p. 4

Immediately after the fraudulent foreclosure,

- Veronica Williams’ losses begin to accelerate at alarming rate

SOURCE: STORYBOARD SLDE #30, p. 14

DAMAGES CATASTROPHIC AND GROWING

‘The defendants’ actions have prevented me from getting a job, from closing sustainable contracts, and proceeding with the contracts that I worked over 30 years to attain. The defendant’s actions caused severe illness that almost took my life (attested to by doctors and medical reports). In short, the defendants’ actions imposed severe damages for which I am seeking tens of millions of dollars.’

P. 106 USDC Filing #99 [FILED BY VW](#) ♦ [IN COURT FILES](#) ♦ [DOC ON PC](#) ♦ [Surgery-Recovery Duration WORKSHEET 4-23-19](#)

SOURCE: STORYBOARD SLDE #57, p. 23

Some of the losses are categorized and highlighted in the preliminary trial materials:

See list of losses from case filings:

- Security Clearance
- Financial Backing
- Federal Contracts
- DHS Job Offer Withdrawn
- Standing for Federal Task Orders

SOURCE: STORYBOARD SLDE #34, p. 15

DAMAGES Will Be Presented at Trial

- Investment in 541 Property
- Value of ACT Inc. Assets
- Williams’ Assets
- Income Generating Power
- Health Degradation
- Pain & Suffering
- and more...

GUILTY PARTIES
Within the Statutes of Limitations



SOURCE: STORYBOARD SLDE #58, p. 23

DAMAGES

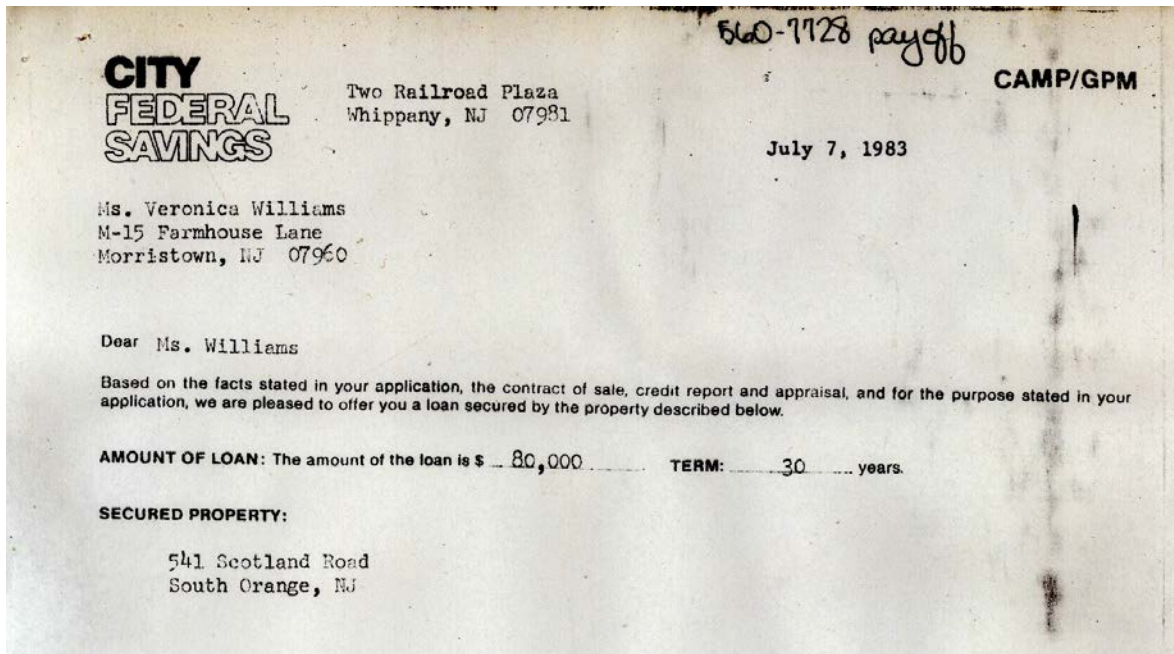
- Pain
- ACT Inc. Losses
- Retirement Loss (SSA forced retirement)
- Health
- Property Decline (could not maintain properly)
- Income Generation Severely Slowed Down (Damage from Credit & Exposure)
- Compensatory & Punitive & Restorative Damages by Jury
-and more

SOURCE: STORYBOARD SLDE #60, p. 24

ATTACHMENT VIII

ACTION: Bought Home in 1983

NJ Case Docket No. ESSX L – 004753-13; Discovery Filing Nov. 2014 – Exhibit 3
<http://finfix.org/proof/DD/Mortgage-History-wFinancials.xlsx>



FULL DOCUMENT ON NEXT 8 PAGES (pp. 39 – 46)

ATTACHMENT VIII cont'd.
ACTION: Bought Home in 1983

CITY

Initial disclosure estimated at time of application
 Final disclosure based on contract terms

DISCLOSURE STATEMENT
FIXED RATE

Creditor: City Federal Savings

Address: Number Two Railroad Plaza
Whippany, NJ 07981

Loan Number: 610721-4MCF

Borrower: Veronica Williams

Address: M-15 Farnhouse Lane
Morristown, NJ 07960

ANNUAL PERCENTAGE RATE <small>The cost of your credit as a yearly rate.</small>	FINANCE CHARGE <small>The dollar amount the credit will cost you.</small>	Amount Financed <small>The amount of credit provided to you or on your behalf.</small>	Total of Payments <small>The amount you will have paid after you have made all payments as scheduled.</small>
12.963 %	\$ 245,260.78	\$ 75,535.84	\$ 320,796.62

You have the right to receive at this time an itemization of the Amount Financed.

I want an itemization. I do not want an itemization.

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments are due
12	\$ 675.37 (e)	Monthly beginning 9/1/83
12	\$ 723.65	Monthly beginning 9/1/84
12	\$ 773.55	Monthly beginning 9/1/85
12	\$ 831.35	Monthly beginning 9/1/86
12	\$ 891.33	Monthly beginning 9/1/87
286	\$ 914.91	Monthly beginning 9/1/88
14	\$ 883.24	Monthly beginning 7/1/2012
	\$	Monthly beginning
	\$	Monthly beginning
	\$	Monthly beginning
	\$	Monthly beginning
	\$	Monthly beginning
	\$	Monthly beginning
	Will vary between	
	\$ _____ and	
	\$ _____	

This obligation has a demand feature. (Applicable only if box is checked)

Insurance: You may obtain property insurance from anyone you want that is acceptable to Creditor.

Security: You are giving a security interest in:
 the goods or property being purchased.

Filing fees: \$ 30.00 . e

Late Charge: If a payment is late, you will be charged 5% of the payment.
 If a payment is late, you will be charged 4% of the payment, including any escrows or impounds.

Prepayment: If you pay off early, you:
 may will not have to pay a penalty.
 may will not be entitled to a refund of part of the finance charge

Assumption: Someone buying your home cannot can assume the remainder of your mortgage on the original terms.

See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

e means an estimate

You have the right to seek legal advice before signing any of the Contract Documents.

I/We acknowledge receipt of this Disclosure Statement on June 23, 19 83

CO-BORROWER

BORROWER

Veronica Williams

DISTRIBUTION: Original - Customer(s) sign and return. Copy 1 - Customer(s) retain. Copy 2 - File 422-012-90-0082

ATTACHMENT VIII cont'd.

ACTION: Bought Home in 1983

560-7728 payoff

CITY FEDERAL SAVINGS Two Railroad Plaza
Whippany, NJ 07981 CAMP/GPM

July 7, 1983

Ms. Veronica Williams
M-15 Farmhouse Lane
Morristown, NJ 07960

Dear Ms. Williams

Based on the facts stated in your application, the contract of sale, credit report and appraisal, and for the purpose stated in your application, we are pleased to offer you a loan secured by the property described below.

AMOUNT OF LOAN: The amount of the loan is \$ 80,000 TERM: 30 years.

SECURED PROPERTY:

541 Scotland Road
South Orange, NJ

THE INTEREST RATE: The initial interest rate on your loan will be 2.0 percentage points above an Index, rounded up to the nearest 1/8% (.125%). The index will be the one checked below:

The latest average discount rate prior to your closing on twenty six (26) week Treasury Bills as announced by the U.S. Treasury.

The weekly average yield prior to your closing on United States Treasury Securities adjusted to a constant maturity of _____ years as published by the Federal Reserve Board in Statistical Release H-15 (519) published weekly.

ADJUSTMENT OF INTEREST RATE: The rate of interest will be adjusted every 60 months during the term of the loan, using the same index and the same formula described above. The new interest rate will be based on the most recently available index on the date the rate is scheduled to change, unless the monthly payment is also scheduled to change (see below). If the monthly payment is also scheduled to change, the Index will be the most recently available one at the time Notice of Change of the monthly payment is given.

SUBSTITUTION OF INDEX: A new Index may be substituted during the loan term if the initial Index ceases to be publicly announced by its source. The substituted Index will be used to determine the changes in the interest rate beginning with the first interest rate change after the substitution.

MONTHLY PAYMENTS OF PRINCIPAL AND INTEREST: Your loan payment will increase over the first 5 years of the loan term as follows:

First Year:	\$ <u>613.70</u>	Sixth Year:	\$ _____
Second Year:	\$ <u>691.98</u>	Seventh Year:	\$ _____
Third Year:	\$ <u>743.88</u>	Eighth Year:	\$ _____
Fourth Year:	\$ <u>799.68</u>	Ninth Year:	\$ _____
Fifth Year:	\$ <u>859.66</u>	Tenth Year:	\$ _____

ADJUSTMENT OF MONTHLY PAYMENTS: Starting with the first monthly payment in the sixth year of the loan term and every fifth year after that, your monthly payments of principal and interest will change. The change will be based on the rate of interest in effect at that time so as to pay off the principal loan balance in equal monthly installments over the remaining loan term.

UNPAID INTEREST ADDED: Because your monthly payments may not be enough to pay the monthly interest due on your loan, the unpaid interest will be added to your principal balance each month and will be charged interest at the rate then in effect. This is commonly known as negative amortization. You may make increased payments to wholly or partially avoid this. If the total unpaid interest which is added to your principal balance reaches 25% of the original loan amount, we may require that you pay the full amount of interest charged on the outstanding balance each month.

THE MORTGAGE: The mortgage is to be a first lien on the above property and is to be written at 125% of the original loan amount, rounded up to the nearest \$1,000.

OCCUPANCY: The terms of the loan, including the rate of interest, are based on your statements as to whether or not you are or will be occupying the property as your principal residence.

038-386-01-1082 (1 of 3)

ATTACHMENT VIII cont'd.
ACTION: Bought Home in 1983

ESTIMATED MONTHLY PAYMENTS: Your monthly payments will include 1/12 of the real estate taxes and fire insurance. Flood insurance and private mortgage insurance, are also required if an amount is filled in below next to those items. Following is an estimate of your monthly payment based on information which we now have. This payment may be different at the time of closing:

<input type="radio"/>	Principal and Interest (1 year)	\$	<u>643.70</u>
<input type="radio"/>	Real Estate Taxes	\$	<u>270.00</u>
<input type="radio"/>	Fire Insurance Premiums	\$	<u>33.33</u>
<input type="radio"/>	Private Mortgage Insurance Premiums	\$	<u>31.67</u>
<input type="radio"/>	Flood Insurance Premiums	\$	_____
<input type="radio"/>		\$	_____
<input type="radio"/>		\$	_____
	TOTAL	\$	<u>978.70</u>

PRIVATE MORTGAGE INSURANCE: This insurance is required only if an amount is inserted for this item in the estimated monthly payments. If an amount is not inserted, this paragraph does not apply. The monthly payment is based on 3958 % of the original loan amount and will continue until the loan is paid in full. In addition, there is an initial premium of 1.50 % of the original loan amount, \$ 1200.00, to be paid at closing.

FLOOD INSURANCE: This insurance is required at this time only if an amount is inserted for this item in the estimated monthly payments. If it is not required at this time, it may be required at the time of closing if the official flood maps are changed. If it is required either now or at the time of closing, the amount will be the lesser of the loan amount or the maximum amount available.

TAX SERVICE CONTRACT: A one time charge of \$ 20.00 is made to cover the cost of servicing your real estate tax account. This is to be paid at closing.

ESCROW DEPOSIT: An amount to be determined by us in accordance with Federal regulations, is to be deposited at closing for the payment of future taxes and other items listed above.

FEES TO CITY FEDERAL: You are to pay a Loan Commitment Fee and/or an Application/Loan Processing Fee to City Federal as follows:

<input type="radio"/>	Total Due	\$	<u>2600.00</u>
<input type="radio"/>	Received to Date	\$	<u>200.00</u>
<input type="radio"/>	Due upon return of this commitment	\$	<u>1200.00</u>
<input type="radio"/>	Due at closing	\$	<u>1200.00</u>

The amounts paid before closing will not be returned if the closing does not take place. Amounts due at the closing may be deducted from the loan proceeds at or before the closing.

LATE PAYMENT CHARGES: Your payments are due on the first day of each month. If any payment is not received within 15 days after it is due a late charge of 5% of the principal and interest due will be charged.

PREPAYMENT CHARGES: You may prepay the loan either in full or in part at any time. There is no charge or penalty for doing so.

ASSUMPTION - TRANSFER: If all or any part of the property, or an interest in the property is sold or transferred without our prior written consent, we may declare all sums secured by the mortgage to be immediately due and payable. A new owner cannot take over or assume the mortgage payments without our written agreement permitting such an assumption.

TITLE INSURANCE: We require that our interest as mortgagee be insured through a title company licensed to do business in the state in which the property is located and which is acceptable to us. Title to the property is to be free and clear of all exceptions or objections except those specifically acceptable to us. The amount of title insurance is to be 125% of the original loan amount, rounded up to the nearest \$1,000. The policy is to affirmatively insure the validity, priority and enforceability of the lien of the mortgage by reason of changes in the interest rate and the addition or unpaid interest to the principal balance. All title charges and premiums are to be paid by you.

FIRE INSURANCE: A fire insurance policy in a company acceptable to us with extended coverage in an amount at least equal to the original principal balance of the loan with City Federal named as mortgagee is to be brought to the closing. The policy is to state our address as 20 Belmont Drive, Somerset, New Jersey 08873 and the mortgage account 610721-4. The amount of the policy may be increased at our option, during the term of the loan to an amount equal to the principal balance outstanding from time to time. 125 Belmont Dr.

NEW CONSTRUCTION: If the dwelling is newly built, it is subject to a final inspection and approval before closing. This inspection is for our benefit only. We do not accept responsibility for faulty construction. It is your responsibility to determine that the dwelling is built to your satisfaction.

A certificate of occupancy, or comparable written evidence of completion and acceptance by the local authorities having jurisdiction, is to be presented at closing.

Evidence that the construction is insured under a home warranty program is to be presented at closing, where such a program is legally required.

SETTLEMENT AGENT - ATTORNEY: Your closing attorney or settlement agent will be David Brantley, Esq.. He will prepare the loan papers on City Federal's forms, arrange for a title search and title insurance, and conduct the closing.

ATTACHMENT VIII cont'd.
ACTION: Bought Home in 1983

LENDER'S REVIEW ATTORNEY: Only the box checked is applicable.

[] We designate _____ as our attorney to review the title search and the loan papers. The attorney's fee for this service will be \$ _____ and is to be paid by you at closing.

[x] A review attorney is not required.

MEANING OF WORDS: The word "mortgage" shall include "deed of trust". The word "escrow" shall include "impound". The singular shall include the plural whenever the meaning requires it. Words of female gender and male gender shall be interchangeable whenever the meaning requires it.

APPLICABLE LAWS: This commitment, and the loan to which it refers, is governed by the laws of the United States of America, the rules and regulations of the Federal Home Loan Bank System and the applicable laws of the State where the property is located.

REVOCAION: This commitment may be revoked at any time, at our option if:

- a) Your income after expenses is less than it was at the time the loan was approved.
b) The value of the property is less than it was at the time the property was appraised.

We may refuse to make the loan if you do not meet all of the terms of this commitment as they are set forth in this letter. until August 23, 1983

TERM OF COMMITMENT: This commitment is good for ~~100 days~~ until August 23, 1983 from its date. At the end of this period, you may request that it be extended or renewed. We may refuse to do so. We may also renew or extend it on different terms and conditions.

ACCEPTANCE OF COMMITMENT: This commitment will have no force and effect unless you agree to all of its terms. If you agree, sign a copy in the space below and return it with your check or money order in the amount of \$ 1200.00. If we do not receive the signed copy and the amount due us within 10 days from the date of this commitment, the commitment will be void.

ADDITIONAL TERMS:

- Subject to receipt of proof of sufficient cash assets to close this loan, to be received in this office 10 days prior to closing. Association final approval required.
-- Subject to receipt of signed Disclosure statements to be received in this office 10 days prior to closing.
-- Closings are conditional upon you having a Hazard Insurance Policy (Binders are not Acceptable) in your possession at the closing together with a paid receipt of the first years premium.

(5-Year T-Security)

Very truly yours,
[Signature]
Carl Rogers Jr.
Branch Manager

Accepted:

Borrower Veronica Williams

Date

Borrower

Date

ATTACHMENT VIII cont'd.
ACTION: Bought Home in 1983



GOOD FAITH ESTIMATE

This form does not cover all items which will be withheld from your loan proceeds at closing or which you will be required to pay in cash at settlement, for example, deposit in escrow for real estate taxes and insurance. You may wish to inquire as to the amounts of such other items. You may be required to pay other additional amounts at settlement.		PAID OR WITHHELD FROM BORROWER'S FUNDS AT SETTLEMENT
800. ITEMS PAYABLE IN CONNECTION WITH LOAN		
801. Loan Origination Fee	3 % 1½ due at commitment; 1½% due at closing	\$ 2,400.00
802. Loan Discount	%	
803. Appraisal Fee	to	
804. Credit Report	to	
805. Lender's Inspection Fee		
806. Mortgage Insurance Application Fee to		
807. Annual 1st Year's Hazard Insurance Premium		399.96
808. 2 Months' Hazard Insurance Escrow		66.66
809. 2 Months' Tax Escrow		540.00
810. Application/Loan Processing Fee		200.00
811. Transamerica Tax Service Charge		20.00
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE		
901. Interest from closing to Mo. end @ \$ 26.03 / day @ 11.875		780.82
902. Mortgage Insurance Premium for 12 months to PMI		1,200.00
904. years to		
905. 2 Months' Private Mortgage Insurance Escrow		63.34
1100. TITLE CHARGES		
1101. Settlement or closing fee	to	
1102. Abstract or title search	to	
1103. Title examination \$105.00	to \$180.00	105/180
1104. Title insurance binder	to	
1105. Document preparation	to	
1106. Notary fees	to	
1107. Attorney's fees \$500.00	to \$700.00	500/700
<i>(includes above items numbers: 1101, 1102, 1105, 1106)</i>		
1108. Title insurance	to	362.00
<i>(includes above items numbers: 1104)</i>		
1109. Lender's coverage	\$ 92,000.00	
1110. Owner's coverage	\$	
1111.		
1112.		
1113.		
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES		
1201. Recording fees: Deed \$ 15.00 ; Mortgage \$ 15.00 ; Releases \$		30.00
1202. City/county tax/stamps: Deed \$; Mortgage \$		
1203. State tax/stamps: Deed \$; Mortgage \$		
1204.		
1205.		
1300. ADDITIONAL SETTLEMENT CHARGES		
1301. Survey \$75 to \$200		75.00
1302. Pest inspection to		
1303.		
1304.		
1305.		
1400. TOTAL SETTLEMENT CHARGES		\$ 6,742.78 7,142.78

The above range of Good Faith Estimates of Loan Closing Costs are made pursuant to the requirements of the Real Estate Settlement Procedures Act. Exact figures can only be known at the time of final settlement.

THE LENDER'S ESTIMATE IS BASED UPON THE CHARGES OF THE DESIGNATED PROVIDERS.

PROVIDERS (Designated By Lender) _____

NAME _____

ADDRESS _____

TELEPHONE _____

SERVICES RENDERED _____

DOES PROVIDER HAVE A BUSINESS RELATIONSHIP WITH THE LENDER? YES NO

PROVIDERS (Designated By Lender) _____

NAME _____

ADDRESS _____

TELEPHONE _____

SERVICES RENDERED _____

DOES PROVIDER HAVE A BUSINESS RELATIONSHIP WITH THE LENDER? YES NO

VERONICA WILLIAMS
M-15 FARMHOUSE LANE
MORRISTOWN, NJ 07960

LENDER'S NAME
ADDRESS
ADDRESS

ATTACHMENT VIII cont'd.
ACTION: Bought Home in 1983

ESTIMATED MONTHLY PAYMENTS: Your monthly payments will include 1/12 of the real estate taxes and fire insurance. Flood insurance and private mortgage insurance, are also required if an amount is filled in below next to those items. Following is an estimate of your monthly payment based on information which we now have. This payment may be different at the time of closing:

<input type="radio"/> Principal and Interest (1 year)	\$ <u>643.70</u>
<input type="radio"/> Real Estate Taxes	\$ <u>270.00</u>
<input type="radio"/> Fire Insurance Premiums	\$ <u>33.33</u>
<input type="radio"/> Private Mortgage Insurance Premiums	\$ <u>31.67</u>
<input type="radio"/> Flood Insurance Premiums	\$ _____
<input type="radio"/>	\$ _____
<input type="radio"/>	\$ _____
TOTAL	\$ <u>978.70</u>

PRIVATE MORTGAGE INSURANCE: This insurance is required only if an amount is inserted for this item in the estimated monthly payments. If an amount is not inserted, this paragraph does not apply. The monthly payment is based on 3.958 % of the original loan amount and will continue until the loan is paid in full. In addition, there is an initial premium of 1.20 % of the original loan amount, \$ 1200.00, to be paid at closing.

FLOOD INSURANCE: This insurance is required at this time only if an amount is inserted for this item in the estimated monthly payments. If it is not required at this time, it may be required at the time of closing if the official flood maps are changed. If it is required either now or at the time of closing, the amount will be the lesser of the loan amount or the maximum amount available.

TAX SERVICE CONTRACT: A one time charge of \$ 20.00 is made to cover the cost of servicing your real estate tax account. This is to be paid at closing.

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FEES TO CITY FEDERAL: You are to pay a Loan Commitment Fee and/or an Application/Loan Processing Fee to City Federal as follows:

<input type="radio"/> Total Due	\$ <u>2600.00</u>
<input type="radio"/> Received to Date	\$ <u>200.00</u>
<input type="radio"/> Due upon return of this commitment	\$ <u>1200000</u>
<input type="radio"/> Due at closing	\$ <u>1200000</u>

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LATE PAYMENT CHARGES: Your payments are due on the first day of each month. If any payment is not received within 15 days after it is due a late charge of 5% of the principal and interest due will be charged.

PREPAYMENT CHARGES: You may prepay the loan either in full or in part at any time. There is no charge or penalty for doing so.

ASSUMPTION - TRANSFER: If all or any part of the property, or an interest in the property is sold or transferred without our prior written consent, we may declare all sums secured by the mortgage to be immediately due and payable. A new owner cannot take over or assume the mortgage payments without our written agreement permitting such an assumption.

TITLE INSURANCE: We require that our interest as mortgagee be insured through a title company licensed to do business in the state in which the property is located and which is acceptable to us. Title to the property is to be free and clear of all exceptions or objections except those specifically acceptable to us. The amount of title insurance is to be 125% of the original loan amount, rounded up to the nearest \$1,000. The policy is to affirmatively insure the validity, priority and enforceability of the lien of the mortgage by reason of changes in the interest rate and the addition of unpaid interest to the principal balance. All title charges and premiums are to be paid by you.

FIRE INSURANCE: A fire insurance policy in a company acceptable to us with extended coverage in an amount at least equal to the original principal balance of the loan with City Federal named as mortgagee is to be brought to the closing. The policy is to state our address as 28 Belmont Drive, Somerset, New Jersey 08873 and the mortgage account 010781-4. The amount of the policy may be increased at our option, during the term of the loan to an amount equal to the principal balance outstanding from time to time.

NEW CONSTRUCTION: If the dwelling is newly built, it is subject to a final inspection and approval before closing. This inspection is for our benefit only. We do not accept responsibility for faulty construction. It is your responsibility to determine that the dwelling is built to your satisfaction.

A certificate of occupancy, or comparable written evidence of completion and acceptance by the local authorities having jurisdiction, is to be presented at closing.

Evidence that the construction is insured under a home warranty program is to be presented at closing, where such a program is legally required.

SETTLEMENT AGENT - ATTORNEY: Your closing attorney or settlement agent will be David Brantley, Esq.. He will prepare the loan papers on City Federal's forms, arrange for a title search and title insurance, and conduct the closing.

ATTACHMENT VIII cont'd.
ACTION: Bought Home in 1983

LENDER'S REVIEW ATTORNEY: Only the box checked is applicable.

We designate _____
as our attorney to review the title search and the loan papers. The attorney's fee for this service will be \$ _____ and is to be paid by you at closing.

A review attorney is not required.

MEANING OF WORDS: The word "mortgage" shall include "deed of trust". The word "escrow" shall include "impound". The singular shall include the plural whenever the meaning requires it. Words of female gender and male gender shall be interchangeable whenever the meaning requires it.

APPLICABLE LAWS: This commitment, and the loan to which it refers, is governed by the laws of the United States of America, the rules and regulations of the Federal Home Loan Bank System and the applicable laws of the State where the property is located.

REVOCACTION: This commitment may be revoked at any time, at our option if:

- a) Your income after expenses is less than it was at the time the loan was approved.
- b) The value of the property is less than it was at the time the property was appraised.

We may refuse to make the loan if you do not meet all of the terms of this commitment as they are set forth in this letter.

until August 23, 1983

TERM OF COMMITMENT: This commitment is good ~~for 360 consecutive days~~ from its date. At the end of this period, you may request that it be extended or renewed. We may refuse to do so. We may also renew or extend it on different terms and conditions.

ACCEPTANCE OF COMMITMENT: This commitment will have no force and effect unless you agree to all of its terms. If you agree, sign a copy in the space below and return it with your check or money order in the amount of \$ 1200.00. If we do not receive the signed copy and the amount due us within 10 days from the date of this commitment, the commitment will be void.

ADDITIONAL TERMS:

- Subject to receipt of proof of sufficient cash assets to close this loan, to be received in this office 10 days prior to closing. Association final approval required.
- Subject to receipt of signed Disclosure statements to be received in this office 10 days prior to closing.
- Closings are conditional upon you having a Hazard Insurance Policy (Binders are not Acceptable) in your possession at the closing together with a paid receipt of the first years premium.

(5-Bear T-Security)

Very truly yours,
Carl Rogers Jr.
Carl Rogers Jr.
Branch Manager

Accepted: *Veronica Williams*
Borrower Veronica Williams Date August 20, 1983

Borrower Date

036-386-01-1082 (3 of 3)
811

ATTACHMENT IX

ACTION: Refinanced with Fremont (AMOUNT OF ATTEMPTED SCAM)

[Total Amount Refinanced](#)

http://finfix.org/proof/Attempted-Scam_v2.pdf

C:\CriticalFiles\CURRENT_Post2010\Veronica Williams\Legal_Prepaid\Case_LittonLoan\COURT_Federal-Appeals-Court_2019\Attempted-Scam_v2.docx

		AMOUNT OF ATTEMPTED SCAM		BALANCE	ADVANCE	TOTAL PRINCIPAL
EVIDENCE ITEM #						
		Mortgage Refi Interest Cost Correct	\$58,330.67	35,399.67	50,000.00	85,399.67
		Fake Mortgage Refi Interest Cost (SPREADSHEET AMORTIZATI	\$673,142.00	35,399.67	225,600.33	261,000.00
		Equity Grab by Fake Mortgage	\$225,600.33			
		Extraneous Fees by Fake Mortgage	\$188,269.50			
		Fake Mortgage Cost Less Correct Mortgage Cost	\$614,811.33			
		TOTAL GRAND THEFT FROM FAKE MORTGAGE	\$1,087,011.83			
		Principal per SS-DM photon email	750,000.00			
		Advance per Williams Recollection	50,000.00			
		Principal per Fremont's verbal bill		\$3,100		
	COMPLAINT p.11	Principal per Fake Mortgage in Foreclosure Docs	261,000.00	11.55%		
754	COMPLAINT p.6	Principal in Foreclosure Complaint	\$291,418.35			
1064	FAX	Principal in Fremont Fax 2014 (Balance before Refi)	\$35,399.67			
		Cash Out	86,526.34			
		Correct Amount Borrowed (Balance+Cash Out)	121,926.01			
		Fraudulent Advance + False Interest (COMPLAINT p.6)	\$169,492.34			
		Fraudulent Advance Never Received (COMPLAINT p.13)	\$139,073.99			
		Tax + Insurance per year est.	\$7,000.00			
		No. Years to repay fraudulent advance	24.2			
	SOURCE	C:\CriticalFiles\CURRENT_Post2010\Veronica Williams\Finance & Credit & Issues\Mortgage_Docs\AmountMortgages.xlsx				
	SOURCE	https://www.amortization-calc.com/mortgage-calculator/				
	SOURCE	Evidence Items 771 & 772 & 773				
	SOURCE	C:\CriticalFiles\CURRENT_Post2010\Veronica Williams\Legal_Prepaid\Case_LittonLoan\Financial-Injury_5-31-18.xlsx				

ATTACHMENT X**ACTION:** [Proof Filed with NJ Courts in 2014](#)

C:\CriticalFiles\CURRENT_Post2010\Veronica Williams\Legal_Prepaid\Case_LittonLoan\COURT_Federal-Appeals-Court_2019\Attempted-Scam-Foreclosure-Proof.docx
http://finfix.org/proof/DD/541_Mortgages_EssexCtyHallOfRecords-PUBLISH.pdf

PROOF FILED WITH THE STATE OF NEW JERSEY INCLUDES, BUT NOT LIMITED TO:			
EVIDENCE ITEM NOS	Exhibit Nos.	DESCRIPTION	WEB LINKS
Discovery 2014 document online:			
384		Complete Discovery document filed in 2014 with the State of New Jersey	http://finfix.org/proof/DD/Discovery-Documents_ALL_11-18-14.pdf
201	Ex. 1	Payment	http://finfix.org/proof/DD/Litton-Recvd_Pmt-4-4-2005-Recorded-Late.pdf
202	Ex. 2	Refinance	http://finfix.org/proof/DD/541_Mortgages_EssexCtyHallOfRecords-PUBLISH.pdf
203	Ex. 3	Mortgage History with financials	http://finfix.org/proof/DD/Mortgage-History-wFinancials.xlsx
204	Ex. 2	Refinance	http://finfix.org/proof/DD/541_Mortgages_EssexCtyHallOfRecords-PUBLISH.pdf
205	Ex. 4	Litton Modification (false attempt to fix fake mortgage)	http://finfix.org/proof/DD/LITTON-1-mod.PDF
208	Ex. 3	Mortgage History with financials	http://finfix.org/proof/DD/Mortgage-History-wFinancials.xlsx
Proof Hearing document online:			
443	Ex B-28	FDIC Cease & Desist Order to Fremont	http://www.nytimes.com/2007/03/08/business/worldbusiness/08iht-mortgage.4840813.html?_r=1&
518	Ex-B-27-1	8-25-2006 FREMONT HOME LOAN TRUST 2006-C: Initial SEC filing by FREMONT MORTGAGE SECURITIES CORP	https://www.sec.gov/cgi-bin/browse-edgar?CIK=0001373810&action=getcompany
521	Ex-B-28	3-8-2007 The Federal Deposit Insurance Corp. announced the cease-and-desist order with Fremont Investment & Loan	http://www.nytimes.com/2007/03/08/business/worldbusiness/08iht-mortgage.4840813.html?_r=1&
578		Complete Proof Hearing document filed in 2015 with the State of New Jersey	http://www.finfix.org/proof/DD/Motion-for-Proof-Hearing_SHARED.pdf
Other documents online:			
		Fremont Fax document online	http://finfix.org/proof/ADDL18/FremontRevision.pdf
		Fremont fraudulent mortgage from NJ Foreclosure file pp. 13-40 & 6	http://finfix.org/proof/FCLOSE/Complaint_1-9-2013.pdf
		Fremont Cash Advance/Out Testimony by Veronica Williams, Discovery document filed with NJ, Bank Statements (coming with money or subpoena), and more	

ATTACHMENT XI

ACTION: [Corroborated by Fremont 2007](#)

Filed with NJ Superior Court & US District Court of New Jersey

COMPLETE DOCUMENT ENCLOSED

<http://finfix.org/proof/ADDL18/FremontRevision.pdf>

C:\CriticalFiles\CURRENT_Post2010\Veronica Williams\Legal_Prepaid\Case_LittonLoan\FremontRevision.pdf [CLICK HERE](#)

Office Address:
Fremont Investment & Loan
3110 E Gaustl Rd.
Ontario, CA 91761

Phone: 866.484.0291
Fax: 714.431.1283



Fax

To: Veronica Williams	From: Lorraine
Fax: 888 492 5864	Pages: 10
Date: 11/14/07	CC:
Re: 8000082616	

Urgent For Review Please Comment Please Reply Please Recycle

◆ **Comments:**

Please review, sign and return via fax 714 431 1283

THIS TRANSMISSION IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHOM IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL, AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF THE READER OF THIS TRANSMISSION IS NOT THE INTENDED RECIPIENT OR THE PERSON RESPONSIBLE FOR DELIVERING THE TRANSMISSION TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COYPING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU RECEIVE THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US BY TELEPHONE IMMEDIATELY. THANK YOU.

P. 01

FAX NO.

NOV-14-2007 WED 10:55 AM

ATTACHMENT XI cont'd.**ACTION:** [Corroborated by Fremont 2007](#)

Filed with NJ Superior Court & US District Court of New Jersey

COMPLETE DOCUMENT ENCLOSED<http://finfix.org/proof/ADDL18/FremontRevision.pdf>C:\CriticalFiles\CURRENT_Post2010\Veronica Williams\Legal_Prepaid\Case_LittonLoan\FremontRevision.pdf [CLICK HERE](#)Loss Mitigation Department
3110 E. Guasti Rd
Ontario, CA. 91761
Tel No. (888) 484-0291

11/9/2007

Veronica Williams
541 Scotland Rd
South Orange, NJ. 07079RE: Loan: 8000082616
Property: 541 Scotland Rd
South Orange, NJ. 07075

Dear Veronica Williams

Congratulations! You have been approved for a Loan Modification. This modification changes the interest rate for the remaining term of the loan, effective **11/1/07** to an interest rate of **7.25%** and your principal and interest payment effective as of **12/1/07** to **2,050.60**. **If** your loan is impounded for Taxes and/or Insurance the amount added to this payment will be your monthly escrow collection of **\$990.17** this is based on the last analysis and is subject to change yearly based on your premiums. Please find attached the itemization page with the breakdown of the capitalization.

Enclosed please find two original copies of the Loan Modification Document, one for your records. Please review the Loan Modification Agreement and sign your name exactly as it is printed under the signature line. All parties listed under the agreement **must** sign. Please fax a copy of the signed documents to my attention at fax : **(714)431-1283** **AND** mail the original documents using the self addressed Federal Express label enclosed.

In addition to the documents, please include your down payment in the amount of **\$6,295.21**. All funds should be made by Western Union Quick Collect to the following:

Code City: **Investors**
Code State: **CA**
Attention: **Loan Number**

Or by certified funds payable to Fremont Investment & Loan and mailed to:

Fremont Investment & Loan
Attn: Loss Mitigation
3110 Guasti Road, Ste. 500
Ontario, CA. 91761

Please be advised that we must receive both the signed agreement and the down payment no later than 11/16/2007, failure to comply may result in Fremont & Investment & Loan's rescission of this loss mitigation option.

Fremont Investment Loan is a debt collector and is attempting to collect a debt, any information obtained will be used for that purpose.

P. 02

FAX NO.

NOV-14-2007 WED 10:56 AM

ATTACHMENT XI cont'd.

ACTION: [Corroborated by Fremont 2007](#)

Filed with NJ Superior Court & US District Court of New Jersey

COMPLETE DOCUMENT ENCLOSED

<http://finfix.org/proof/ADDL18/FremontRevision.pdf>

C:\CriticalFiles\CURRENT_Post2010\Veronica Williams\Legal_Prepaid\Case_LittonLoan\FremontRevision.pdf [CLICK HERE](#)



Loss Mitigation Department
3110 E. Guastl Rd
Ontario, CA. 91761
Tel No. (866) 484-0291

Total Amount Due:

Principal & Interest Payments:	\$33,730.19
Escrow Payments:	\$12,065.21
Late Charges:	\$1,815.02
NSF Fees:	\$0.00
Delinquent Taxes:	\$0.00
Placed Coverage Insurance:	\$0.00
Property Inspection/Appraisal/BPO Fees:	\$613.00
Foreclosure Fees & Cost:	\$2,195.21
Interest on Corporate Advances:	\$65.28
Non-Refundable Modification Fee:	\$0.00
Less Suspense Credits:	\$5,770.00
TOTAL AMOUNT DUE:	\$44,713.91

Itemization of Capitalization:

The following is a breakdown of the amounts we have including in your Capitalization Modification. These items will be spread over the remaining term of your loan per the terms of your Agreement:

Interest Payments:	\$32,526.18
Delinquent Taxes:	\$0.00
Placed Coverage Insurance:	\$0.00
Property Inspection/Appraisal/BPO Fees:	\$613.00
Foreclosure Fees & Cost:	\$2,195.21
Interest on Corp Advances:	\$65.28
Less Suspense Credits:	\$5,770.00
Less Down Payment:	\$6,295.21
TOTAL AMOUNT OF CAPITALIZATION:	\$35,399.67

Outstanding Items:

Please be advised that we **do not** include outstanding Late Charges or NSF fees in the modification. The following amounts will still remain outstanding and are responsible to pay:

Late Charges:	\$1,815.02
NSF Fees:	\$0.00
TOTAL AMOUNT OUTSTANDING:	\$1,815.02

Please be advised that all figures reflected on this page were as of the date of: 11/9/2007 any additional fees/costs charged to the loan will not be reflected in the Modification Agreement and will be the responsibility of the borrower to pay as stated in the terms of the Note Agreement.

If you have any questions regarding this matter please feel free to contact me at (909)418-3616 extension # 3616

Sincerely,
Elizabeth Rayford
Loss Mitigation Specialist

Fremont Investment Loan is a debt collector and is attempting to collect a debt, any information obtained will be used for that purpose.

ATTACHMENT XII**ACTION:** [Cash Out received by Williams](#)

C:\CriticalFiles\CURRENT_Post2010\Veronica Williams\Legal_Prepaid\Case_LittonLoan\COURT_Federal-Appeals-Court_2019\Attempted-Scam-Financials-Wire-Transfer.docx

On March 31, 2006 Fremont Investment & Loan wired \$86,26.34 into Williams' bank account. The bank cannot provide *written* proof without a subpoena. Other pertinent accounts cannot provide requested information without a subpoena. This and other information from Williams' accounts will be provided during Discovery.

Fremont promised Williams that she had 10 days (est.) to cancel the mortgage. The fraudulent mortgage is dated March 27, 2006. A Fremont representative blamed the wire transfer for not cancelling the mortgage but promised to send the correct agreement. This representative only sent a fax with the intended "modification" amount. The promised mortgage and modification were never sent. THIS WILL BE FULLY EXPLAINED AND VERIFIED AT TRIAL.

ATTACHMENT XIII**ACTION:** [Fremont Filed Fraudulent Mortgage](#)**COMPLETE DOCUMENT ENCLOSED****http://finfix.org/proof/FCLOSE/Complaint_1-9-2013.pdf**

C:\CriticalFiles\CURRENT_Post2010\Veronica Williams\Legal_Prepaid\Case_LittonLoan\COURT-Case-Files-F-00839-13\Complaint_1-9-2013.pdf

STEVEN K. EISENBERG, ESQUIRE
 JACQUELINE F. McNALLY, ESQUIRE
 KEVIN P. DISKIN, ESQUIRE
 DAVID M. LAMBROPOULOS, ESQUIRE
 LEN GARZA, ESQUIRE
 STACEY WEISBLATT, ESQUIRE
 OLIVER AYON, ESQUIRE
 STERN & EISENBERG, PC
 1040 N. KINGS HIGHWAY, SUITE 407
 CHERRY HILL, NEW JERSEY 08034
 TELEPHONE: (609) 397-9200
 FACSIMILE: (856) 667-1456
 (COUNSEL FOR PLAINTIFF)

HSBC Bank USA, National Association, as
 Trustee for Fremont Home Loan Trust 2006-C,
 Mortgage-Backed Certificates, Series 2006-C
 Plaintiff

v.

Veronica Williams; Mr. Williams, Unknown
 Spouse of Veronica Williams; Hospital Center at
 Orange; Hospital & Doctors Service Bureau,
 Assignee; Woodbridge Internal Med Assoc; JP
 Morgan Chase Bank, N.A.; Unknown
 Tenants/Occupants/Unknown Spouse
 Defendant(s)

**IN THE SUPERIOR COURT OF
 NEW JERSEY
 ESSEX COUNTY
 CHANCERY DIVISION**

Docket No.:

COMPLAINT IN
 MORTGAGE FORECLOSURE

COMPLAINT**CIVIL ACTION - MORTGAGE FORECLOSURE**

Plaintiff, HSBC Bank USA, National Association, as Trustee for Fremont Home Loan Trust 2006-C, Mortgage-Backed Certificates, Series 2006-C (herein after referred to as "HSBC Bank USA, National Association, as Trustee"):

1. On 03/27/2006, borrower Veronica Williams executed and delivered an Adjustable Rate Note to FGC Commercial Mortgage Finance, DBA Fremont Mortgage, its Successors and/ or assigns upon the premises 541 Scotland Road, South Orange, NJ in the sum of \$261,000.00 together with interest at the initial rate of 11.5500% on the unpaid principal balance together with such other amounts until paid, said amounts to be paid at the initial monthly payment amount of \$2,594.63 and payable pursuant to the terms of the note (and mortgage). A copy of the note is attached hereto as Exhibit "A".

ATTACHMENT XIII
ACTION: [Fremont Filed Fraudulent Mortgage](#)
COMPLETE DOCUMENT ENCLOSED
http://finfix.org/proof/FCLOSE/Complaint_1-9-2013.pdf
C:\CriticalFiles\CURRENT_Post2010\Veronica Williams\Legal_Prepaid\Case_LittonLoan\COURT-Case-Files-F-00839-13\Complaint_1-9-2013.pdf

11. Defendants fail to make payment of outstanding principal, interest, advances and costs on April 1, 2009 and subsequently failed to cure the default.
12. During the course of this action, the plaintiff may be obligated to make advances for the payment of taxes, insurance premiums and necessary expenses to preserve the security, and such sums advanced under the terms of the note, together with interest, are to be added to the amount due on the mortgage debt and secured by the plaintiff's mortgage.
13. The following is due on the loan:

PRINCIPAL BALANCE	\$291,418.35
INTEREST accrued thru 10/19/2012 of	\$74,992.34
Interest after 10/19/2012 shall accrue at the per diem rate of \$55.83.)	
LATE CHARGES accrued thru 10/19/2012 of	\$2,768.31
Late charges after 10/19/2012 shall accrue at the monthly rate of \$102.53.)	
ESCROW ADVANCES	\$53,446.04
FEES BILLED	\$6,828.63
LESS SUSPENSE (If any).....	(\$3,776.72)
TOTAL	\$425,676.95

The attorney fees are to be calculated pursuant to the laws of the State of New Jersey. If the mortgage is reinstated prior to Sale, reasonable attorney fees will be charged based on work actually performed.

14. The Defendants listed herein are named as party defendants to this action for any right, title and interest they may have in or against the subject property for any reasons set-forth below:

Unknown Occupants or Unknown Tenants 1-10 are made party

Defendants to this foreclosure action for any interest they may have in, to or against the mortgaged premises by virtue of the tenancy and/or occupancy therein. The Plaintiff seeks to extinguish any leasehold interest in the property but does not seek possession if the tenant is covered under the Anti-Eviction law enumerated in the Chase v. Josephson decision.

ATTACHMENT XIX
Documents Identifying Actions to Deflect by Defendants

Defendants NO SHOW (2011) – JUDGE ATTEMPTS TO HELP ME RESUME AFTER SURGERY

C:\CriticalFiles\CURRENT_Post2010\Veronica Williams\Legal_Prepaid\Case_LittonLoan\NJCourtLitton9-14-2011.pdf

SUPERIOR COURT OF NEW JERSEY

CIVIL DIVISION
ESSEX VICINAGE

Chambers of
James S. Rothschild, Jr., J.S.C.



Historic Courthouse
470 Dr. MLK Jr. Blvd
Newark, New Jersey 07102

September 14, 2011

Veronica Williams
541 New Scotland Road
South Orange, NJ 07079

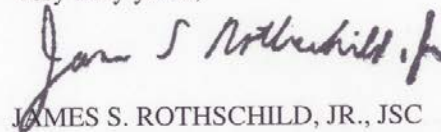
CC:
Bradley Mitchell
Stevens & Lee
100 Lenox Drive, Suite 200
Lawrenceville, NJ 08648

Re: Williams v. Litton Loan
Docket No. L-81-11

Dear Ms. Williams:

I have received your request to adjourn oral argument on your motion to reinstate for trial and motion to amend complaint until February 2012. Because this is a significant delay, the court cannot adjourn the motions at this time. Please withdraw your motions and re-file the motions when you have recovered and able to prosecute the case.

Very truly yours,


JAMES S. ROTHSCHILD, JR., JSC

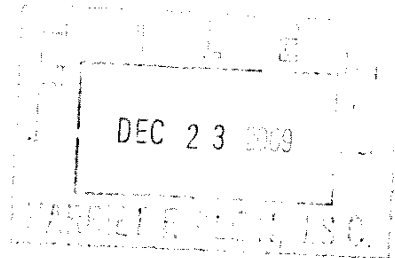
JSR:ll

ATTACHMENT XIX cont'd.
Documents Identifying Actions to Deflect by Defendants
COMPLETE DOCUMENT ENCLOSED
Case F-28279-09 HEARING DECISION – CONTINUANCE NOT SECURED
http://finfix.org/proof/DD/ForeclosureGranted_Dec23-2009.pdf

Foreclosure Order

c:\criticalfiles\CURRENT_Post2010\Veronica Williams\Legal_Prepaid_Case_Litton\can\littonref\ChildresLegalDoc\1170821524.pdf & c:\criticalfiles\CURRENT_Post2010\Veronica Williams\Legal_Prepaid_Case_Litton\can\littonref\ChildresLegalDoc\1170821524.pdf

#2009-0803



POWERS KIRN, LLC
 728 Marne Highway, Suite 200
 Moorestown, NJ 08057
 (856) 802-1000
 Attorneys for Plaintiff

HSBC Bank USA, National Association, as
 Trustee under the Pooling and Servicing
 Agreement dated as of September 1, 2006,
 Fremont Home Loan Trust 2006-C

Plaintiff

v.

Veronica Williams, et al.

Defendant(s)

: SUPERIOR COURT OF NEW JERSEY
 : CHANCERY DIVISION
 : ESSEX COUNTY
 :
 : Docket No. F-28279-09
 :
 : CIVIL ACTION
 :
 : **ORDER GRANTING PLAINTIFF'S**
 : **MOTION FOR SUMMARY**
 : **JUDGMENT OR STRIKING**
 : **ANSWER AND REFERRAL TO**
 : **FORECLOSURE UNIT**
 : **IN OFFICE OF CLERK OF**
 : **SUPERIOR COURT**

THIS MATTER being opened to the Court on plaintiff's motion for summary judgment and/or striking the answer of the defendant(s) Veronica Williams, and the Court having considered the pleadings, affidavits/certifications, admissions and other moving papers, the briefs and arguments and for good cause shown: *and for the reasons set forth on the record on this date.*

IT IS on the *23rd* day of *December*, 2009, ORDERED:

I. That the motion of the plaintiff be granted for summary judgment and that the answer of the defendant, Veronica Williams, be stricken and that the Clerk of the Court shall enter the default of the defendant as though no answering pleading had been filed.

ATTACHMENT XIX cont'd.

Documents Identifying Actions to Deflect by Defendants

SEIDEN—DEUTSCH LETTER

<http://finfix.org/proof/NJ-CASE-L-004753-13/Stipulation-Extending-Discovery&Adjourning-Trial.pdf>

Deustch – Seiden letter 10/14/14 s <http://finfix.org/proof/DD/COURT> From-Seiden-Stipl-Ext-Discovery+Adj Trial-Williams.pdf & \From-Seiden-Stipl-Ext-Discovery+Adj-Trial-Williams.pdf & .rtf 2pp

Rec'd 10/23/14

Adam Deutsch, Esq. 016542010
Denbeaux & Denbeaux
366 Kinderkamack Road
Westwood, New Jersey 07675
(201) 664-8855 / Fax: (201) 666-8589
Counsel for Plaintiff Veronica Williams

SUPERIOR COURT OF NJ
CIVIL DIVISION
ESSEX COUNTY
2014 OCT 14 A 10:38
FINANCE DIVISION
RECEIVED/FILED
29

VERONICA WILLIAMS,

Plaintiff

v.

LITTON LOAN SERVICING, HSBC BANK
USA, N.A., FREEMONT HOME LOAN TRUST
2006-C MORTGAGE-BACKED
CERTIFICATES, SERIES 2006-C; GOLDMAN
SACHS; OCWEN, Stern & Eisenberg, PC, Powers
Kim LLC,

Defendants.

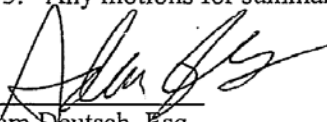
SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: ESSEX COUNTY

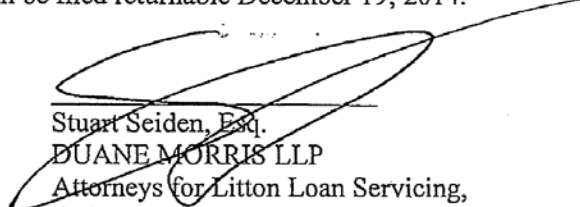
DOCKET No.: ESX-L-4753-13

**STIPULATION EXTENDING DISCOVERY
AND ADJOURNING THE TRIAL**

Counsel for remaining parties, having first conferred with the Office of the Clerk of Essex County Superior Court, hereby agree and enter into this **STIPULATION AGREEMENT** as follows:

1. The Trial presently scheduled for November 17, 2014 is hereby adjourned to January 15, 2015.
2. Discovery is hereby re-opened and shall continue until November 1, 2014.
3. Any motions for summary judgment shall be filed returnable December 19, 2014.


Adam Deutsch, Esq.
DENBEAUX & DENBEAUX
Attorneys for Plaintiff Veronica Williams


Stuart Seiden, Esq.
DUANE MORRIS LLP
Attorneys for Litton Loan Servicing,
Goldman Sachs, HSBC Bank USA, N.A.,
Freemont Home Loan Trust 2006-C
Mortgage Backed Certificates Series 2006-C,
and Ocwen Loan Servicing, LLC

ATTACHMENT XIX cont'd.
Documents Identifying Actions to Deflect by Defendants
DENBEAUX & DENBEAUX WITHDREW

Denbeaux withdrew: [Deutch 10/23/14 email](#) & [Fake-Filing 10/23/14](#) & [Filed 12-9-14](#) *pc*
http://finfix.org/proof/ADDL/Denbeaux-Threatened_10-31-14_Redacted.pdf

C:\CriticalFiles\CURRENT_Post2010\Veronica Williams\Legal_Prepaid\Case_LittonLoan1_Denbeaux\GoldmanSachs-deposition-responses\Denbeaux-Threatened_10-31-14_Redacted.pdf [CLICK](#)

Veronica Williams

From: Adam Deutsch [REDACTED]
Sent: Thursday, October 23, 2014 4:20 PM
To: vwilliams@ [REDACTED]
Cc: Sal Sanchez; Joshua Denbeaux; Nick Stratton; A May
Subject: FW: Veronica Williams v. Owen et al.

Veronica,

I received the following email from opposing counsel yesterday afternoon. It is a serious issue that requires your attention.

Defendant has issued a frivolous litigation letter. Normally I am not concerned about these letters, but I do think it is a significant concern in your case. Read it for the specifics. In generally the way this works is as follows: If we lose the case, Defendants and their attorney can sue not only you but also the law firm under the frivolous claims act. Liability can be substantial.

As you know from our recent discussions, I do not believe you have a viable case. You are a very smart and driven person. The problem is, that we talk every week and every week I am told evidence is coming and it doesn't. We are out of time to produce new evidence and have been for a few weeks. That said, I have told you that if you were able to produce quickly, we could try to get it in. With each passing day I am growing more concerned. Having received this letter, the concern is no longer about whether you will have a successful case, it is also about the potential liability you are now exposing yourself to.

During your deposition you suggested the damages to you are in the millions of \$. You are now looking at a situation where if you choose to go forward with the case you may end up owing thousands of dollars to the Defendants and their attorney for pursuing a frivolous case.

I have asked that Josh reach out to you to discuss the severity of the situation. He is currently tied up.

Even with the threat of frivolous litigation, I believe that we can get a settlement in the ballpark of \$20,000 simply for stopping the bleeding and saving the other side from expending costs to go to trial. I strongly suggest you take this very seriously.

Adam Deutsch, Esq.
Senior Associate Attorney
Denbeaux & Denbeaux
366 Kinderkamack Road
Westwood, NJ 07675
(Main Firm) 201-664-8855
[REDACTED]

*****CONFIDENTIALITY NOTICE*****

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From: Seiden, Stuart I. [REDACTED]
Sent: Wednesday, October 22, 2014 4:51 PM

ATTACHMENT XIX cont'd.
Documents Identifying Actions to Deflect by Defendants cont'd.
DENBEAUX & DENBEAUX WITHDREW

Denbeaux withdrew: [Deutch 10/23/14 email](#) & [Fake-Filing 10/23/14](#) & [Filed 12-9-14](#) pc
http://finfix.org/proof/ADDL/Denbeaux-Threatened_10-31-14_Redacted.pdf

C:\CriticalFiles\CURRENT_Post2010\Veronica Williams\Legal_Prepaid_Case_LittonLoan1_Denbeaux\GoldmanSachs-deposition-responses\Denbeaux-Threatened_10-31-14_Redacted.pdf [CLICK](#)

To: Adam Deutsch
Subject: Veronica Williams v. Ocwen et al.

FRIVOLOUS PLEADING PURSUANT TO RULE 1:4-B

Adam,

On behalf of the Defendants Litton Loan Servicing, Ocwen Loan Servicing, Goldman Sachs Mortgage Corporation and HSBC Bank USA, N.A., Freemont Home Loan Trust 2006-C Mortgage-Backed Certificates, Series 2006-C (hereinafter "Defendants"), and pursuant to Rule 1:4-B (Frivolous Litigation), we hereby give you notice of our demand that Plaintiff Veronica Williams ("Williams") voluntarily withdraw the Complaint ("the Complaint") filed in this action as the contents of the Complaint violate the provisions of this Rule. The claims against Defendants are not warranted by the evidence or by existing law.

The Complaint claims that the Defendants violated the Fair Debt Collection Practices Act ("FDCPA"), the New Jersey Consumer Fraud Act ("CFA"), Breached a Contract, and Intentional Infliction of Emotional Distress. With discovery closing, Williams has not provided any documents that confirm the allegations in the Complaint.

As to the FDCPA count, the debt was valid and owed. That is undisputed. Williams has no evidence that any of the evidence of any violation of the FDCPA. At her deposition, Williams admitted that Goldman Sachs Mortgage Corporation did not contact her and neither did HSBC Bank USA, N.A., Freemont Home Loan Trust 2006-C Mortgage-Backed Certificates, Series 2006-C. Her complaints against the loan servicers, Litton and Ocwen, are not based on what transpired having reviewed the comments log. Williams did not convey any proof that Litton or Ocwen improperly contacted Williams related to the debt or any other violation of the FDCPA. Just because Williams believes that she was owed a loan modification doesn't make that a violation of the FDCPA. The FDCPA count must be dismissed.

As to the CFA claim, it too fails as a matter of law. Every action that Williams complained of at the deposition was directed at Litton. However, Litton did not violate the CFA. Williams Complaint is essentially the allegation that she believed she was going to get a loan modification and when she did not get one, the timing was poor as her business ventures required her to be current on her loan. However, there is no law that requires a borrower to receive a loan modification and Williams has not proven that any money was accepted by Litton to evidence that she was paying under a modification agreement. In fact, Williams admitted that Litton returned checks during the time Williams was communicating with Litton about a loan modification. The fact that the Judge handling the Foreclosure action has stricken her Answer is further evidence that she did not have a loan modification. Williams testified that she could afford her loan and purposely went into default to obtain a modification. That is abuse of the system and could be seen as fraud. There has been no violation of the CFA by the Defendants. There was no unlawful practice by any of the Defendants.

As for the Breach of Contract claim, there has been no breach of contract. The mortgage itself could be the only contract Williams might reference. Therefore, right off the bat, every Defendant except the mortgagee must be dismissed immediately. Moreover, Williams testified that her loan was not in default and she purposely defaulted to obtain a modification. She was discussing a modification with Litton. That is not a breach of contract by the Defendants. Williams further testified that she had money that could have been used to pay her mortgage, but instead paid other unsecured debt. None of the Defendants, including the mortgagee, breached a term in the mortgage.

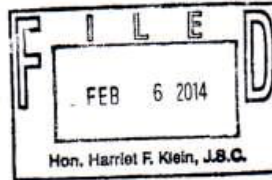
As to Williams' claim that the Defendants caused an Intentional Infliction of Emotional Distress. Again, the Complaint is her belief that Litton was required to give her a loan modification. Yet, she hasn't proven that she applied timely, timely provided all the required documents and timely made the required monthly payments for any loan modification. The Litton comments log and payment support the dismissal of the Complaint. If Williams has been distressed, it was caused when she purposefully defaulted on her loan to attempt to obtain a modification.

Finally, please bring all of the remaining documents that Williams referenced during her deposition with you to the deposition on Monday. Please discuss these documents with Sal as he took copious notes of the documents Williams referenced. Williams appeared to be selective in what she said and what documents she turned over in discovery.

ATTACHMENT XIX cont'd.
Documents Identifying Actions to Deflect by Defendants
Defendants NO SHOW (2014) – JUDGE ISSUES DEFAULT JUDGMENT
Klein foreclosed (unknown to VW) [Summary Judgement 2/6/14](#)

[C:\CriticalFiles\CURRENT_Post2010\Veronica Williams\Legal_Prepaid\Case_LittonLoan\COURT-Case-Files-F-00839-13\Orders-Signed_2-6-14.pdf](#) [CLICK](#)

STEVEN K. EISENBERG, ESQUIRE 009221995
 JACQUELINE F. McNALLY, ESQUIRE 02042005
 DAVID M. LAMBROPOULOS, ESQUIRE 040322006
 OLIVER AYON, ESQUIRE 047532011
 MICHAEL J. REILLY, ESQUIRE 042522012
 MICHAEL I. GOUDA, ESQUIRE 001052012
 LUCAS M. ANDERSON, ESQUIRE 014342011
 STERN & EISENBERG, PC
 1040 N. KINGS HIGHWAY, SUITE 407
 CHERRY HILL, NEW JERSEY 08034
 TELEPHONE: (609) 397-9200
 FACSIMILE: (856) 667-1456
 ATTORNEYS FOR PLAINTIFF
 FILE #117.7900



HSBC Bank USA, National Association, as
 Trustee for Fremont Home Loan Trust 2006-C,
 Mortgage-Backed Certificates, Series 2006-C

Plaintiff

v.

Veronica Williams; et als.

Defendant(s)

IN THE SUPERIOR COURT OF
 NEW JERSEY
 ESSEX COUNTY
 CHANCERY DIVISION

Docket No.: F-839-13

ORDER GRANTING SUMMARY
 JUDGMENT AND STRIKING
 ANSWER

THIS MATTER having been opened to the Court by Stern & Eisenberg, PC (counsel for Plaintiff, upon notice to Defendant Veronica Williams for an Order granting summary judgment for the relief demanded in the Complaint and striking Defendant's Answer; and the Court having considered the moving papers and any opposition papers thereto, if any; and for good cause shown: *and for the reasons set forth on the record on this date,*

IT IS on the *6th* day of *February*, 2014, ORDERED as follows:

1. Plaintiff's Motion for Summary Judgment is GRANTED.
2. The Contesting Answer filed by Defendant, Veronica Williams, is hereby STRICKEN. *This is without prejudice to Defendant's pursuit of the Law Division action under Docket No. L-4753-13.*

3. Default judgment is hereby entered against Veronica Williams and this action is hereby remanded to jurisdiction of the Office of Foreclosure to proceed as uncontested, *although Defendant shall be entitled to all notices.*

4. Plaintiff shall, within *seven (7)* days after receipt of this Order by its counsel, serve a copy of this Order upon all counsel of record by ordinary mail.

Harriet F. Klein
 Honorable Harriet F. Klein, J. Ch.
 (RET. / ON RECALL)

Opposed
 Unopposed

ATTACHMENT XIX cont'd.
Documents Identifying Actions to Deflect by Defendants cont'd.
Williams Not Notified – JUDGE ISSUES DEFAULT JUDGMENT
 Innes signed foreclosure final judgement (unknown to VW) [10/27/2014](#)
http://finfix.org/proof/FCLOSE/Final-Judgment_9-17-14.pdf

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RECEIVED Wednesday 9/17/2014 1:42:14 PM 13409869

STEVEN K. EISENBERG, ESQUIRE 009221995
 JACQUELINE F. McNALLY, ESQUIRE 02042005
 DAVID M. LAMBROPOULOS, ESQUIRE 040322006
 MICHELLE H. BADOLATO, ESQUIRE 002682001
 OLIVER AYON, ESQUIRE 047532011
 MICHAEL J. REILLY, ESQUIRE 042522012
 MICHAEL I. GOUDA, ESQUIRE 001052012
 LUCAS M. ANDERSON, ESQUIRE 014342011
 JOHN M. KOLESNIK, ESQUIRE 012412010
 JUSTIN M. STRAUSSER, ESQUIRE - 090692014
 STERN & EISENBERG, PC
 1040 N. KINGS HIGHWAY, SUITE 407
 CHERRY HILL, NEW JERSEY 08034
 TELEPHONE: (609) 397-9200
 FACSIMILE: (856) 667-1456
 ATTORNEYS FOR PLAINTIFF

<p>HSBC Bank USA, National Association, as Trustee for Fremont Home Loan Trust 2006-C, Mortgage-Backed Certificates, Series 2006-C</p> <p align="right">Plaintiff</p> <p align="center">v.</p> <p>Veronica Williams, et al.</p> <p align="right">Defendant(s)</p>

SUPERIOR COURT OF NEW JERSEY
 CHANCERY DIVISION
 ESSEX COUNTY

DOCKET NO. F-000839-13

CIVIL ACTION

FINAL JUDGMENT

THIS MATTER having been opened to the Court by Stern & Eisenberg, PC, attorneys for the Plaintiff, and it appearing that the Summons and Complaint with any amendments thereto were duly issued and served upon the Defendant(s) herein, and each of them if necessary, and that the defaults of said Defendant(s) has/have been duly entered by the Clerk of the Court, except for Defendant(s), Veronica Williams, who filed a contesting Answer, which was stricken by Court Order dated February 6, 2014 and default was entered against Defendant(s), Mr. Williams, Unknown Spouse of Veronica Williams & Woodbridge Internal Med. Assoc., as a result of said request and that none of said Defendant(s) is an infant or an incompetent person;

ATTACHMENT XIX cont'd.**Documents Identifying Actions to Deflect by Defendants cont'd.****Defendants NO SHOW (2014) – JUDGE ISSUES DEFAULT JUDGMENT**Innes signed foreclosure final judgement (unknown to VW) [10/27/2014](#)http://finfix.org/proof/FCLOSE/Final-Judgment_9-17-14.pdfC:\CriticalFiles\CURRENT_Post2010\Veronica Williams\Legal_Prepaid\Case_LittonLoan\COURT-Case-Files-F-00839-13\Final-Judgment_9-17-14.pdf [CLICK](#)

AND IT FURTHER APPEARING from the Certification filed by the Plaintiff herein that there is presently due and owing to the Plaintiff, as and for principal, interest, taxes and other expenses on the Note and Mortgage mentioned in the Complaint filed herein, the sum of \$485,083.94 as of August 7, 2014;

IT IS, on this 27th day of October, 2014, ORDERED and ADJUDGED that the Plaintiff is entitled to have the sum of \$485,083.94, together with lawful interest from August 7, 2014 and thereafter, with costs of suit to be taxed according to law, including a counsel fee in the sum of \$ 5,000.84 computed pursuant to R.R. 4:42-9(a) raised and paid out of the mortgaged premises described in the Complaint;

AND IT IS FURTHER ORDERED AND ADJUDGED that Plaintiff is entitled to have the aforesaid mortgage debt, together with interest and cost as aforesaid raised and paid out of the mortgaged premises described in the Complaint;

AND IT IS FURTHER ORDERED and ADJUDGED that the Plaintiff its assignee or purchaser at Sheriff's Sale, duly recover against the said Defendant(s) the possession of the premises mentioned and described in the said Complaint with the appurtenances and that a Writ of Possession issue thereon;

AND IT IS FURTHER ORDERED and ADJUDGED that the mortgaged premises be sold to raise and satisfy the several sums of money due to the Plaintiff herein the sum of \$485,083.94 from August 7, 2014 and thereafter, with the costs to be taxed, with lawful interest thereon;

AND IT IS FURTHER ORDERED and ADJUDGED that so much of said mortgaged premises as will be sufficient to satisfy said mortgage debt, interest and costs, be sold and that an Execution for that purpose duly issue out of this Court, directed to the Sheriff of the County of

ATTACHMENT XIX cont'd.**Documents Identifying Actions to Deflect by Defendants cont'd.****Defendants NO SHOW (2014) – JUDGE ISSUES DEFAULT JUDGMENT**

Innes signed foreclosure final judgement (unknown to VW) [10/27/2014](#)
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Essex commanding him to make sale according to law of the mortgaged premises described in the Complaint, and out of the monies arising from such sale that he pay to the Plaintiff herein its said debt with interest thereon as aforesaid, and costs with interest thereon as aforesaid; and in case more money shall be realized by the said sale than shall be sufficient to answer such several payments, that such surplus be brought into this Court to abide the further Order of this Court, and that the Sheriff make his report of sale without delay as required by the Rules of this Court;

AND IT IS FURTHER ORDERED and ADJUDGED that the Defendant(s), and each of them, stand absolutely debarred and foreclosed of and from any and all equity of redemption of, in and to so much of the said mortgaged premises as shall be sold, as aforesaid, under this Judgment.

This Judgment shall not affect the rights of any person protected by The New Jersey Tenant Anti-Eviction Act ([N.J.S.A. 2A:18-61-1 et seq.](#)), the right of redemption given the United States under 28 U.S.C. 2410, the limited priority rights for the aggregate customary condominium assessment for the six (6) month period prior to the recording of any association lien as allowed by [N.J.S.A. 38:23C-4](#).



PAUL INNES, P.J.Ch

Respectfully Recommended
R. 1:34-6 OFFICE OF FORECLOSURE

SUPERIOR COURT OF NEW JERSEY

HSBC Bank USA, National Association as
Trustee for Fremont Home Loan Trust 2006-C,
Mortgage-Backed Certificates, Series 2006-C

Plaintiff

Veronica Williams, et als.

Defendant, Pro Se

IN THE SUPERIOR COURT OF NEW JERSEY
ESSEX COUNTY
CHANCERY DIVISION

Case No. F – 000839-13

MOTION TO:

**EXECUTE INJUNCTION AGAINST SALE
OF 541 SCOTLAND ROAD, SOUTH
ORANGE, NJ, and**

**DISMISS FORECLOSURE and
DISMISS MORTGAGE AGAINST 541
SCOTLAND ROAD, S. ORANGE, NJ**

RELATED CASES:

U.S. Court of Appeals, Third District 19-1032

U.S. District Court of NJ Case 2:16-cv-05301-ES-JAD

NJ Case Docket No. ESSX L – 004753-13

NJ Case Docket No. ESSX L – 000081-11

CERTIFICATION OF SERVICE

I, Veronica Williams, certify that on this 25th day of May 2019, a true and correct copy of this document will be sent to the parties via the method and as addressed below:

Via Email

Steven Keith Eisenberg, Esq
Attorney for Stern & Eisenberg

Senior Partner
Stern & Eisenberg, PC
1581 Main Street, Suite 200
Warrington, PA 18976
Office 267-620-2130
Fax 215-572-5025
jefis@sterneisenberg.com

Via Email

Attorney General for the State
of NJ

Mr. Gurbir S. Grewal
Attorney General
Office of The Attorney General
The State of New Jersey
Richard J. Hughes Justice
Complex (HJC)
25 Market Street
8th Floor, West Wing
Trenton, NJ 08625-0080
ethics@ethics.nj.gov
OBCCR@njdcj.org

Via Email

Stuart I. Seiden, Associate
Brett Messinger, Partner
Attorneys for Litton Loan Servicing, HSBC
Bank USA, Goldman Sachs, Ocwen,
Fremont Home Loan trust 2006-C Mortgage-
Backed Certificates Series 2006-C

Duane Morris LLP
30 South 17th Street
Philadelphia, PA 19103-4196
Phone (215) 979-1124
Fax (215) 827-5536
siseiden@duanemorris.com and
LMTRYON@DUANEMORRIS.COM

Respectfully submitted,

Veronica A. Williams
Pro Se Counsel
/s/ Veronica A. Williams
StopFraud@vawilliams.com
(202) 486-4565

May 26, 2019

Veronica A. Williams
P.O. Box 978
South Orange, NJ 07079
Email StopFraud@vawilliams.com
Phone 973-715-8580

SUPERIOR COURT OF NEW JERSEY

HSBC Bank USA, National Association as
Trustee for Fremont Home Loan Trust 2006-
C, Mortgage-Backed Certificates, Series
2006-C

Plaintiff

Veronica Williams, et als.

Defendant, Pro Se

IN THE SUPERIOR COURT OF NEW JERSEY
ESSEX COUNTY
CHANCERY DIVISION

Case No. F – 000839-13

**BRIEF TO MEET MOTION DEFICIENCY
IN RESPONSE TO CHC2019204674:**
**EXECUTE INJUNCTION AGAINST SALE OF
541 SCOTLAND ROAD, SOUTH ORANGE, NJ,
and DISMISS FORECLOSURE, and
DISMISS MORTGAGE AGAINST 541
SCOTLAND ROAD, S. ORANGE, NJ**

RELATED CASES:

U.S. Court of Appeals, Third District 19-1032

U.S. District Court of NJ Case 2:16-cv-05301-ES-JAD

NJ Case Docket No. ESSX L – 004753-13

NJ Case Docket No. ESSX L – 000081-11

**BRIEF TO MEET MOTION DEFICIENCY IN RESPONSE TO
TRANSACTION ID CHC2019204698
IN SUPPORT OF MOTION FOR:
INJUNCTION AGAINST THE SALE OF 541 SCOTLAND ROAD, S. ORANGE, NJ AND
DISMISSAL OF FORECLOSURE AND
DISMISSAL OF MORTGAGE**

ENCLOSURES

Case F-000839-13 Complaint (includes fake mortgage)

http://finfix.org/proof/FCLOSE/Complaint_1-9-2013.pdf

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DAVID M. LAMBROPOULOS, ESQUIRE
LEN GARZA, ESQUIRE
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(COUNSEL FOR PLAINTIFF)

HSBC Bank USA, National Association, as
Trustee for Fremont Home Loan Trust 2006-C,
Mortgage-Backed Certificates, Series 2006-C
Plaintiff(s)

v.

Veronica Williams; Mr. Williams, Unknown
Spouse of Veronica Williams; Hospital Center at
Orange; Hospital & Doctors Service Bureau,
Assignee; Woodbridge Internal Med Assoc;
Unknown Tenants/Occupants/Unknown Spouse
Defendant(s)

IN THE SUPERIOR COURT **FC-000839-13**
NEW JERSEY
ESSEX COUNTY
CHANCERY DIVISION

Docket No.:

COMPLAINT IN
MORTGAGE FORECLOSURE

NOTICE

PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT, 15 U.S.C. §1692 ET
SEQ., YOU MAY DISPUTE THE VALIDITY OF THE DEBT OR ANY PORTION
THEREOF. IF YOU DO SO IN WRITING WITHIN THIRTY (30) DAYS OF RECEIPT OF
THIS PLEADING, COUNSEL FOR PLAINTIFF WILL OBTAIN AND PROVIDE YOU
WITH WRITTEN VERIFICATION OF THE DEBT, AS WELL AS THE NAME AND
ADDRESS OF THE ORIGINAL CREDITOR, IF DIFFERENT FROM THE CURRENT
CREDITOR. OTHERWISE, THE DEBT WILL BE ASSUMED TO BE VALID. IF YOU DO
NOT DISPUTE THE DEBT, IT IS NOT AN ADMISSION OF LIABILITY BY YOU.

IF YOU NOTIFY US IN WRITING WITHIN THE THIRTY (30) DAY PERIOD, WE WILL
CEASE COLLECTION OF THIS DEBT, OR ANY DISPUTED PORTION OF IT, UNTIL WE
HAVE OBTAINED THE REQUIRED INFORMATION AND MAILED IT TO YOU. ONCE
WE HAVE MAILED YOU THE REQUIRED INFORMATION, WE WILL CONTINUE THE
COLLECTION OF THIS DEBT.

IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN
BANKRUPTCY, THE ENCLOSED LETTER/NOTICE IS FOR INFORMATION PURPOSES
ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT A DEBT.
IF YOU HAVE RECEIVED A DISCHARGE IN BANKRUPTCY (AFTER ENTERING INTO
THE RELEVANT MORTGAGE NOTE AND MORTGAGE AND HAVE NOT REAFFIRMED

THE DEBT) THEN THIS CORRESPONDENCE IS NOT AND SHOULD NOT BE
CONSTRUED AS AN ATTEMPT TO COLLECT A DEBT, BUT SOLELY AS PART OF THE
ENFORCEMENT OF THE MORTGAGE/LIEN AGAINST REAL PROPERTY.

THIS LAW FIRM IS DEEMED TO BE A DEBT COLLECTOR. THIS ACTION IS AN
ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED WILL BE
USED FOR THAT PURPOSE.

STEVEN K. EISENBERG, ESQUIRE
JACQUELINE F. MCNALLY, ESQUIRE
KEVIN P. DISKIN, ESQUIRE
DAVID M. LAMBROPOULOS, ESQUIRE
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(COUNSEL FOR PLAINTIFF)

HSBC Bank USA, National Association, as
Trustee for Fremont Home Loan Trust 2006-C,
Mortgage-Backed Certificates, Series 2006-C
Plaintiff

v.

Veronica Williams; Mr. Williams, Unknown
Spouse of Veronica Williams; Hospital Center at
Orange; Hospital & Doctors Service Bureau,
Assignee; Woodbridge Internal Med Assoc; JP
Morgan Chase Bank, N.A.; Unknown
Tenants/Occupants/Unknown Spouse
Defendant(s)

IN THE SUPERIOR COURT OF
NEW JERSEY
ESSEX COUNTY
CHANCERY DIVISION

Docket No.:

COMPLAINT IN
MORTGAGE FORECLOSURE

COMPLAINT

CIVIL ACTION - MORTGAGE FORECLOSURE

Plaintiff, HSBC Bank USA, National Association, as Trustee for Fremont Home Loan Trust 2006-C, Mortgage-Backed Certificates, Series 2006-C (herein after referred to as "HSBC Bank USA, National Association, as Trustee"):

1. On 03/27/2006, borrower Veronica Williams executed and delivered an Adjustable Rate Note to FGC Commercial Mortgage Finance, DBA Fremont Mortgage, its Successors and/ or assigns upon the premises 541 Scotland Road, South Orange, NJ in the sum of \$261,000.00 together with interest at the initial rate of 11.5500% on the unpaid principal balance together with such other amounts until paid, said amounts to be paid at the initial monthly payment amount of \$2,594.63 and payable pursuant to the terms of the note (and mortgage). A copy of the note is attached hereto as Exhibit "A".

2. To secure payment of the note, Veronica Williams (as more fully set forth in the mortgage) granted a mortgage in the Property to FGC Commercial Mortgage Finance DBA Fremont Mortgage Its Successors and/or Assigns on the same date as the note providing that such conveyance shall be void in the event full payment is made in accordance with the note. Said mortgage is recorded in the Clerk's Office in and for Essex County on 04/05/2006 at Book 11177, Page 730 and is incorporated herein by reference as though set forth at length herein. A copy of the mortgage is attached as Exhibit "B".
3. Said Mortgage is a Non Purchase Money Mortgage.
4. Said Note and Mortgage was modified by Loan Modification Agreement dated November 9, 2007. The Unpaid Principal Balanace was adjusted to \$295,892.58 consisting of the unpaid amounts loaned to Borrower plus and interest and other amounts capitalized. Interest was to be charged on the Unpaid Principal Balance at the yearly rate of 7.25%. Monthly principal and interst payments in the amount of \$2050.60 were to commence on December 1, 2007 and continue until the principal and interest payment were paid in full on the maturity date of April 1, 2036. Said Modification was not recorded.
5. The said mortgage was
 - i. Assigned from FGC Commercial Mortgage Finance, dba Fremont Mortgage, its Successors and/ or assigns to HSBC Bank USA, National Association, as Trustee under the Pooling and Servicing Agreement dated as of September 1, 2006, Fremont Home Loan Trust 2006-C, Recorded on 06/04/2009, in (book) 12197, (page) 6661,
 - ii. Assigned from HSBC Bank USA, National Association, as Trustee under the Pooling and Servicing Agreement dated as of September 1, 2006, Fremont Home Loan Trust 2006-C, to HSBC Bank USA, National Association, as Trustee for Fremont Home Loan Trust 2006-C, Mortgage-Backed Certificates, Series 2006-C the within Plaintiff, by Assignment of Mortgage Recorded on 5/17/2012, in book 12197, in page 6662.

6. The mortgaged premises (the Property) are fully described in schedule "C" annexed hereto and made a part hereof.
7. The aforesaid Mortgage, in part, contains an agreement that the whole principal sum and interest shall become due at the option of the Mortgagee upon at least thirty (30) days written notice of a default to the mortgagor and mortgagor's failure to cure said default within the time provided; after a default in the payment of any installment of principal or of interest evidenced by the Note of even date; after default in the payment of any tax, water charge, sewer rent or assessment; or after default in the maintenance of required hazard insurance on the improvements existing on the property described in paragraph 6 of this Complaint.
8. Said note and mortgage contained an agreement that, should any default be made in the payment of any monthly installment on account of principal and interest, or any part thereof or any of the other payments to be made by the obligor(s) under the provisions of the mortgage securing the note on the day whereon the same is payable as provided in the note (it being agreed that a default in the payment of any installment under the note shall exist only if not made good prior to the due date of the next installment) or in the mortgage, then and from thenceforth, that is to say after the lapse or expiration of said prior, the entire principal sum remaining unpaid, with all the arrearages with interest thereon, and all other payments provided in the mortgage, shall at the option to the obligee, its successors and assigns, become due and payable immediately thereafter although the period may not have expired.
9. Defendant, Veronica Williams, was notified to pay principal and interest (and any other amount due) in accordance with the terms of the Note and Mortgage from the default date of April 1, 2009 to the date of the notice and that failure to make arrangements to bring the loan current would leave the Plaintiff no alternative but to accelerate the loan.
10. Said Note and Mortgage contain an agreement that if any of the installments of taxes, assessments, water rents, charges, imposition of liens, levied upon the premises should remain in default, the mortgagee may pay the same, and such amount paid shall be a lien on said property, added to the amount of the mortgage debt and secured by this mortgage.

11. Defendants fail to make payment of outstanding principal, interest, advances and costs on April 1, 2009 and subsequently failed to cure the default.
12. During the course of this action, the plaintiff may be obligated to make advances for the payment of taxes, insurance premiums and necessary expenses to preserve the security, and such sums advanced under the terms of the note, together with interest, are to be added to the amount due on the mortgage debt and secured by the plaintiff's mortgage.
13. The following is due on the loan:

PRINCIPAL BALANCE	\$291,418.35
INTEREST accrued thru 10/19/2012 of	\$74,992.34
Interest after 10/19/2012 shall accrue at the per diem rate of \$55.83.)	
LATE CHARGES accrued thru 10/19/2012 of	\$2,768.31
Late charges after 10/19/2012 shall accrue at the monthly rate of \$102.53.)	
ESCROW ADVANCES	\$53,446.04
FEEs BILLED	\$6,828.63
LESS SUSPENSE (If any).....	(\$3,776.72)
TOTAL	\$425,676.95

The attorney fees are to be calculated pursuant to the laws of the State of New Jersey. If the mortgage is reinstated prior to Sale, reasonable attorney fees will be charged based on work actually performed.

14. The Defendants listed herein are named as party defendants to this action for any right, title and interest they may have in or against the subject property for any reasons set forth below:

Unknown Occupants or Unknown Tenants 1-10 are made party

Defendants to this foreclosure action for any interest they may have in, to or against the mortgaged premises by virtue of the tenancy and/or occupancy therein. The Plaintiff seeks to extinguish any leasehold interest in the property but does not seek possession if the tenant is covered under the Anti-Eviction law enumerated in the Chase v. Josephson decision.

Mr. Williams, Unknown Spouse of Veronica Williams, is joined to divest any dower or curtsy interest he may claim in the Property by virtue of his marriage or other legally existing relationship if such an interest exists. Any right, title, or interest derived by Mr. Williams from this interest is subordinate to Plaintiff's lien.

JP Morgan Chase Bank, N.A.

1. Mortgage from Veronica Williams to JPMorgan Chase Bank, N.A. dated August 16, 2005, recorded August 16, 2005, in (book) 10666, (page) 603, in the amount of \$150,000.00. TI Subordination of Agreement recorded on 05/30/2007 in Book 12059 at Page 1966, Essex County, New Jersey.

1

Hospital Center at Orange

SUPERIOR COURT OF NEW JERSEY
JUDGMENT NUMBER: DJ-265065-2005 CASE NUMBER: DC 024311
DATE DOCKETED: 10/06/05 DATE OF JUDGMENT IN S.C.P.: 02/11/02
TYPE OF ACTION: CONTRC-REG
VENUE: ESSEX

DEBT: \$	504.31
COSTS: \$	56.01
OTH: \$	13.50
INT: \$	60.50
DCKG: \$	10.00

CREDITOR(S):

HOSPITAL CENTER AT ORANGE
ATTORNEY: BROWN KAROSEN & BALLAN LLP
112 BROAD ST
BLOOMFIELD NJ 07003

JOIN

DEBTOR(S):

VERONICA WILLIAMS
197 TAYLOR ST, ORANGE, NJ 07050
ATTORNEY: PRO SE

*** End of Abstract ***

Hospital & Doctors Service Bureau, Assignee

SUPERIOR COURT OF NEW JERSEY
JUDGMENT NUMBER: DJ-327533-2005 CASE NUMBER: DC 006781 05
DATE DOCKETED: 12/09/05 DATE OF JUDGMENT IN S.C.P.: 08/12/05
TYPE OF ACTION: CONTRC-REG
VENUE: PASSAIC

DEBT: \$ 381.85
COSTS: \$ 65.09
INT: \$ 1.21
DCKG: \$ 10.00

CREDITOR(S):
HOSPITAL & DOCTORS SERVICE BUREAU ,ASSIGNEE
ATTORNEY: SAMUEL J WEINSTEIN
55 WASHINGTON ST SUITE 517
PO BOX 636
EAST ORANGE NJ 07019 JOIN
973-676-7676

DEBTOR(S):
MICHAEL WILLIAMS
VERONICA WILLIAMS
113 KEARNEY ST, PATERSON, NJ 07522
ATTORNEY: PRO SE

*** End of Abstract ***

Woodbridge Internal Med Associates

SUPERIOR COURT OF NEW JERSEY
JUDGMENT NUMBER: DJ-122315-2007 CASE NUMBER: DC 006993 04
DATE DOCKETED: 05/11/07 DATE OF JUDGMENT IN S.C.P.: 08/13/04
TYPE OF ACTION: CONTRC-REG
VENUE: MIDDLESEX

DEBT: \$ 1,282.81
COSTS: \$ 82.66
OTH: \$ 61.51
INT: \$ 125.93
DCKG: \$ 10.00

CREDITOR(S):
WOODBIDGE INTERNAL MED ASSOC
ATTORNEY: PEIN SUCH KAHN & SHEPARD PC
7 CENTURY DR
SUITE 201
PARSIPPANY NJ 07054 JOIN
973-538-4700

DEBTOR(S):
VERONICA WILLIAMS
LARRY WILLIAMS
189 CUTTER AV, FORDS, NJ 08863
ATTORNEY: PRO SE

*** End of Abstract ***

-
15. Any interest or lien on the premises described in paragraph 6 above which the Mortgagor(s) named in paragraph 1 above or the grantee of said Mortgagor herein have or claim to have in or upon aforesaid mortgaged premises or some part thereof is subject and subordinate to the lien of the Mortgage set forth in paragraph 3 above which Mortgage is held by the Plaintiff herein.
 16. The Plaintiff is the holder of the Note (and Mortgage) entitled to commence this action.
 17. Plaintiff hereby alleges and believes that the Property is currently occupied.
 18. The Notice of Intention as required pursuant to the "Fair Foreclosure Act" was mailed in accordance with the Fair Foreclosure Act. A copy of the Notice of Intention is attached to this Complaint as Exhibit "D" and hereby incorporated by reference.
 19. Additionally, prior to the institution of the within action, Plaintiff obtained and reviewed a title search in accordance with the requirements of 4:46-1(a), a copy of the relevant portions of the title abstract setting forth additional defendants is attached hereto as Exhibit "E" and hereby incorporated by reference.

WHEREFORE, Plaintiff, HSBC Bank USA, National Association, as Trustee, demands judgment:

- (a) Fixing the amount due on the Mortgage referred to in paragraph 3 above;
- (b) Barring and foreclosing the defendant of all equity of redemption into the aforesaid lands;
- (c) Directing that Plaintiff be paid the amount due to Plaintiff as provided in the Mortgage set forth in paragraph 3 above, together with interest and costs;

- (d) Adjudging that the lands described in paragraph 6 above be sold according to the law to satisfy the amount due Plaintiff on the Mortgage set forth in paragraph 3 above; and,
- (e) Appointing a receiver of the rents, issues and profits of the lands described in paragraph 6 above.
- (f) Together with any other relief that may be deemed appropriate by the Court, including but not limited to the right to possession of the Property.

COUNT II

20. Plaintiff hereby incorporates by reference allegations one through 19 set forth above as though more fully set forth herein.
21. By the terms of the Note and Mortgage, Plaintiff is entitled to possession of the Property and all appurtenances.
22. The mortgagor(s) and obligor(s) named herein has or may claim to have certain rights in the Property, and by reason thereof, has or have deprived plaintiff of possession of the Property.

WHEREFORE, plaintiff demands judgment against the defendants, except those protected by N.J.S.A. 2A:18-61.1, et seq.:

- a. for possession of the Property in favor of Plaintiff or its assignee or designee, which right to possession shall be transferred to the successful purchaser at the foreclosure sale;
- b. for damages and mesne profits
- c. for costs.

STERN & EISENBERG, PC

BY:

- STEVEN K. EISENBERG, ESQUIRE
 JACQUELINE F. MCNALLY, ESQUIRE
 KEVIN P. DISKIN, ESQUIRE
 DAVID M. LAMBROPOULOS, ESQUIRE

-
- LEN M. GARZA, ESQUIRE
 - STACEY WEISBLATT, ESQUIRE
 - OLIVER AYON, ESQUIRE

Attorney for Plaintiff

CERTIFICATION

Pursuant to 4:64-1(a)(2) and (3), 12/31/2012, I communicated with the following employee(s) of the Plaintiff, who informed me that he/she (a) personally reviewed the documents filed/being filed herein for factual accuracy; and (b) confirmed the accuracy of such documents.

The name, title and responsibility of the employee with whom I communicated is:

Name: Crystal Joy Lewis-Pierre

Title: Contract Management Coordinator

Responsibilities: review/provide foreclosure support _____

Based on my communication as set forth above, as well as my own inspection of the loan information supplied and other diligent inquiry, I execute this certification to comply with the requirements of 4:64-1(a)(2) and (3), 1:4-8(a) and 1:5-6(c)(1)(E). I understand that I have an ongoing obligation to amend this certification in the event any ongoing investigation or discovery by Plaintiff indicates any change in the information previously reviewed.

STERN & EISENBERG, PC

BY:

- STEVEN K. EISENBERG, ESQUIRE
- JACQUELINE F. MCNALLY, ESQUIRE
- KEVIN P. DISKIN, ESQUIRE
- DAVID M. LAMBROPOULOS, ESQUIRE
- LEN M. GARZA, ESQUIRE
- STACEY WEISBLATT, ESQUIRE
- OLIVER AYON, ESQUIRE

Attorney for Plaintiff

Dated: 1/7/13

ADJUSTABLE RATE NOTE

(6-Month LIBOR Index - Rate Caps)

(Assumable during Life of Loan) (First Business Day of Preceding Month Lookback)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

March 27, 2006

[Date]

BREA, CA 92821

[City]

[State]

541 SCOTLAND ROAD SOUTH ORANGE, NJ 07079

[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ **261,000.00** (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is **FBC COMMERCIAL MORTGAGE FINANCE, DBA FREMONT MORTGAGE** ITS SUCCESSORS AND/OR ASSIGNS

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

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

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of **11.550** %. The interest rate I will pay will change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

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

I will make my monthly payment on the first day of each month beginning on ~~May 1, 2006~~

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on **April 1, 2036**, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at **2727 E IMPERIAL HIGHWAY, BREA CA 92821**

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

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ **2,594.63**. This amount may change.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

MULTISTATE ADJUSTABLE RATE NOTE - 6-Month LIBOR Index (Assumable during Life of Loan) (First Business Day Lookback) - Single Family - Freddie Mac UNIFORM INSTRUMENT

VMP-815N (0404)

Form 5520-3004

VMP Mortgage Solutions (800)621-7291

Page 1 of 4

Initial: 



4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of **April 1, 2008**, and on that day every sixth month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six-month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in The Wall Street Journal. The most recent Index figure available 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding **Six and Ninety-Nine Hundredths** percentage points (**6.9900** %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than **13.550** % or less than **11.5500** %. Thereafter, my interest rate will never be increased or decreased on any subsequent Change Date by more than **1.5000** % from the rate of interest I have been paying for the preceding period. My interest rate will never be greater than **17.5500** % or less than **11.5500** %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

5. BORROWER'S RIGHT TO PREPAY

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

I may make a full Prepayment or partial Prepayments without paying any Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due dates of my monthly payments unless the Note Holder agrees in writing to those changes. My partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.0 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

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

(C) Notice of Default

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

(D) No Waiver by Note Holder

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

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

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

8. GIVING OF NOTICES

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

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

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

10. WAIVERS

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

11. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

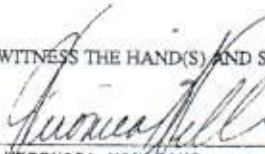
Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales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

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

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

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


VERONICA WILLIAMS (Seal) _____ (Seal)
-Borrower -Borrower

(Seal) _____ (Seal)
-Borrower -Borrower

(Seal) _____ (Seal)
-Borrower -Borrower

(Seal) _____ (Seal)
-Borrower -Borrower

[Sign Original Only]

Pay to the order of
without recourse.

Michael Koch

Fremont Investment & Loan
Michael Koch
Vice President

NOTE ALLONGE

FREMONT
FHLRF

THIS ENDORSEMENT IS INCORPORATED INTO AND SHALL BE DEEMED PART OF
THE NOTE TO WHICH IT IS ATTACHED.

Borrower's Name: Veronica Williams
Date of Note: March 27, 2006
Note Amount: \$261,000
Property Address: 541 Scotland Road
South Orange, NJ 07079
Loan Number: 8000082616

Pay to the order of
Fremont Investment & Loan
Without Recourse



FGC COMMERCIAL MORTGAGE FINANCE
DBA FREMONT MORTGAGE
DOUG POLLOCK
Assistant Vice President

605333

Address To:
FREDRICK WILHELM
P.O. BOX 94872
FOLSOM, CA 95694-4872

Forwarded By:
BARBARA LYON

MAY 30 2007
POSTPT. REC'D
IN RELEASES
BOOK 1589 PAGE 266
6-4-2009
ASSGT. REC'D.
BK 143 PAGE 664



Inst# 8053635 Clerk A. Gross
Recorded/Filed 00 0 State County Register
04/02/2008 11:32:4 AM 11177 Pg 700 Page 27 1

#00042618

View Item This Line For Summary Page

MORTGAGE

NO. 100104-000042019-2

NO. B. 9063419 (Discharged 3-28-2012)

LISPENDENS FILED 7-29-2009

H.R.C. Bank / Veronica Williams

BILL TO FORECLOSURE

FILED 7-29-2009

DISPOSITION

Words used in multiple entries of this document are defined below and other words are defined in Sections 2, 7, 11, 13, 15, 20 and 24. Certain rules regarding the scope of words used in this document are also provided in Section 24.

(A) "Security Agreement" means the document, which is dated March 27, 1991

supplement to the document.

(B) "Mortgage" is VERONICA WILLIAMS

NO. B. 7071053 (Discharged 7-30-2009)

LISPENDENS FILED MAY 31 2007

Veronica Williams

BILL TO FORECLOSURE

FILED May 31 2007

Reference to the mortgage shall refer to the Security Agreement.
THE "MORTGAGE" is Mortgage Electronic Registration System, Inc. MERS is a service organization that provides
acting as a nominee for Lender and Lender's servicer and assigns MERS to the mortgagee under the
Security Agreement. MERS is registered and acting under the laws of Delaware, and has an address and
telephone number of P.O. Box 2000, New, NC 28501-2000, tel: (910) 451-2000.

NEW JERSEY - Single Family - Public Records - This document has been recorded in accordance with N.J.S.A. 17:27

RECORDED
INDEXED
MAY 31 2007



Inst# 8053635 BK# 11177 PG# 730



(D) "Lender" is FGC COMMERCIAL MORTGAGE FINANCE, DBA FREMONT MORTGAGE
ITS SUCCESSORS AND/OR ASSIGNS

Lender is a CORPORATION
organized and existing under the laws of CALIFORNIA
Lender's address is 2727 E IMPERIAL HIGHWAY, BREA CA 92621

(E) "Note" means the promissory note signed by Borrower and dated March 27, 2008
The Note states that Borrower owes Lender Two Hundred Sixty-One Thousand and
No/100 Dollars
(U.S. \$ 261,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic
Payments and to pay the debt in full not later than April 1, 2038

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

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

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

- Adjustable Rate Rider
- Condominium Rider
- Second Home Rider
- Balloon Rider
- Planned Unit Development Rider
- 1-4 Family Rider
- VA Rider
- Biweekly Payment Rider
- Other(s) (specify)

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

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

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

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

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by
any third party (other than insurance proceeds paid under the coverages described in Section 3) for: (i)
damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property;
(iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or
condition of the Property.

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

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

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

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

(Type of Recording Jurisdiction) (Name of Recording Jurisdiction)
SEE EXHIBIT "A" ATTACHED HERETO AND MADE APART THEREOF

Property Account Number: 60408800785084 which currently has the address of
541 SCOTLAND RD (Town)
SOUTH ORANGE (City), New Jersey 07078 (Zip Code)
(Property Address):

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

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

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

Property. The property consists of the land and all the buildings and structures on the land in
 the Township of Village of South Orange
 County of Essex and State of New Jersey. The legal description is:
 Township of Village of South Orange, County of Essex, State of New Jersey, being
 more particularly described as follows:

BEGINNING at a point in the dividing line between Lots 73 and 58 as shown on a map
 entitled "Map of Scotchland Homes situated in The Village of South Orange, Essex County,
 New Jersey made by Halsey Brothers May 18, 1965, therein distant 70.00 feet south-
 westerly from a point in the southwest line of Randolph Place which point is distant
 112.31 feet from the intersection of the said line of Randolph Place with the
 westerly line of Scotland Road and running thence: (1) N55° 57' W, 5.91 feet to a
 point in lot 58 on aforementioned map; thence (2) S 37° 45' W, 45.31 feet to the
 northerly line of a 12 foot sewer right of way as shown on aforementioned map;
 thence (3) along said line of 12' sewer right of way, S 52° 15' E, 5.00 feet to
 a point in the westerly line of lot 73 on aforementioned map; thence (4) along
 said line of lot 73 N 37° 45' E, 40.62 feet to a point; thence (5) S 55° 57' E,
 19.32 feet to a point; thence (6) N 34° 03' E, 5.00 feet to a point in the north-
 erly line of Lot 73 on aforementioned map; thence (7) N 50° 57' W, 15.00 feet to
 the point or place of Beginning.

Said premises are known as 541 Scotland Road, South Orange, New Jersey.

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

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

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 17. Lender may return any payment or partial payment if the payment or partial payment are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future. If Lender accepts such payments, it shall apply such payments at the time such payments are accepted. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

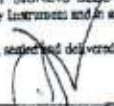
21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property; (e) the Borrower's right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure; and (f) any other disclosure required under the Fair Foreclosure Act, codified at Section 1A:10-5) et seq, of the New Jersey Statutes, or other Applicable Law. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 21, including, but not limited to, attorneys' fees and costs of title evidence permitted by Rules of Court.

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

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

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

Signed, sealed and delivered in the presence of:



DANIEL J. ROY
Attorney At Law Of N.J.



VERONICA WILLIAMS
(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

STATE OF NEW JERSEY,


Essex County ss:

On this 27th day of MARCH 2006, before me, the subscriber,
personally appeared

Veronica Williams

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

Notary Public


DANIEL J. ROY
Attorney At Law Of N.J.

ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this 27th day of March 2008, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to F&C COMMERCIAL MORTGAGE FINANCE, 99A FRENCH MORTGAGE ITS SUCCESSORS AND/OR ASSIGNS

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:
541 SCOTLAND ROAD SOUTH ORANGE, NJ 07079

(Property Address)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES
The Note provides for an initial interest rate of 11.550 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES
(A) Change Dates
The interest rate I will pay may change on the first day of April 2008, and on that day every sixth month thereafter. Each date on which my interest rate could change is called a "Change Date."

MULTISTATE ADJUSTABLE RATE RIDER - Single Family
899R (0402)
Page 1 of 5 Initials: *[Signature]*
VMP Mortgage Solutions, Inc.
(800)521-7291



(B) The Index

Beginning with the first Change Date, my interest rate will be based on an index. The "Index" is:

the average of interbank offered rates for six-month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in the WALL STREET JOURNAL's most recent index figure available as of the date: 45 days _____ before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding ~~Six and Ninety-Nine Hundredths~~ percentage points (~~8.99%~~) to its Current Index. The Note Holder will then round the result of this addition to the Nearest Next Highest Next Lowest One-Eighth (~~0.125~~)%. Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

Interest-Only Period

The "Interest-Only Period" is the period from the date of this Note through ~~N/A~~. For the interest-only period, after calculating my new interest rate as provided above, the Note Holder will then determine the amount of the monthly payment that would be sufficient to pay the interest which accrues on the unpaid principal of my loan. The result of this calculation will be the new amount of my monthly payment.

The "Amortization Period" is the period after the interest-only period. For the amortization period, after calculating my new interest rate as provided above, the Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

Initials: 

(D) Limits on Interest Rate Changes
(Please check appropriate boxes; if no box is checked, there will be no maximum limit on changes.)

- (1) There will be no maximum limit on interest rate changes.
- (2) The interest rate I am required to pay at the first Change Date will not be greater than 12.550 % or less than 11.5500 %.
- (3) My interest rate will never be increased or decreased on any Change Date by more than One and One-Half (1.5000) percentage points (1.5000 %) from the rate of interest I have been paying for the preceding period.
- (4) My interest rate will never be greater than 17.5500 %, which is called the "Maximum Rate."
- (5) My interest rate will never be less than 11.5500 %, which is called the "Minimum Rate."
- (6) My interest rate will never be less than the initial interest rate.
- (7) The interest rate I am required to pay at the first Change Date will not be greater than 12.550 % or less than 11.5500 %. Thereafter, my interest rate will never be increased or decreased on any Change Date by more than One and One-Half (1.5000) percentage points (1.5000 %) from the rate of interest I have been paying for the preceding period.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER
 Uniform Covenant 18 of the Security Instrument is amended to read as follows:

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

If all or any part of the Property or any interest in the Property is sold or transferred (or if a Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

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

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.


VERONICA VILLIANS -Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

Property: The property consists of the land and all the buildings and structures on the land in the Township of Village of South Orange, County of Essex, State of New Jersey. The legal description is:

Township of Village of South Orange, County of Essex, State of New Jersey, being more particularly described as follows:

BEGINNING at a point in the dividing line between Lots 73 and 56 as shown on a map entitled "Map of Scotstrand Homes situated in The Village of South Orange, Essex County, New Jersey made by Halsey Brothers May 13, 1965, therein distant 70.00 feet south-westerly from a point in the southwest line of Randolph Place which point is distant 112.31 feet from the intersection of the said line of Randolph Place with the westerly line of Scotland Road and running thence; (1) N55° 57' W, 2.01 feet to a point in lot 56 on aforementioned map; thence (2) S 37° 45' W, 45.31 feet to the northerly line of a 12 foot sewer right of way as shown on aforementioned map; thence (3) along said line of 12' sewer right of way S 52° 13' E, 8.00 feet to a point in the westerly line of lot 73 on aforementioned map; thence (4) along said line of lot 73 S 37° 45' E, 40.62 feet to a point; thence (5) S 55° 57' E, 15.22 feet to a point; thence (6) N 34° 03' E, 5.00 feet to a point in the northerly line of Lot 73 on aforementioned map; thence (7) N 55° 57' W, 15.00 feet to the point or place of Beginning.

Said premises are known as 541 Scotland Road, South Orange, New Jersey.

Inst# 6053635 BK# 11177 PG# 733



Stern & Eisenberg, PC
1040 N. Kings Highway, Suite 407
Cherry Hill, NJ 08034
(609) 397-9200
Facsimile: (856) 667-1456

June 11, 2012

Veronica Williams
541 Scotland Road
South Orange, NJ 07079

Re: Property: (if different than mailing address also send to property)
541 Scotland Road, South Orange, NJ 07079.
Mortgagee: HSBC Bank USA, National Association, as Trustee for
Fremont Home Loan Trust 2006-C, Mortgage-Backed Certificates,
Series 2006-C by its Attorney-in-fact, Ocwen Loan Servicing, LLC
Lenders Address: 10 East 40th Street - 14th Floor New York NY 10018
Loan Number:
Firm File Number: 117.7900

**IMPORTANT: NOTICE OF INTENTION TO FORECLOSE MORTGAGE
UNDER THE 1995 FAIR FORECLOSURE ACT OF NEW JERSEY (2A:50-56)**

READ THIS NOTICE CAREFULLY

Dear Veronica Williams:

The MORTGAGE held by HSBC Bank USA, National Association, as Trustee for Fremont Home Loan Trust 2006-C, Mortgage-Backed Certificates, Series 2006-C by its Attorney-in-fact, Ocwen Loan Servicing, LLC on your property situated at 541 Scotland Road, South Orange, NJ

IS IN SERIOUS DEFAULT BECAUSE YOU HAVE NOT MADE THE MONTHLY INSTALLMENTS AS NOTED BELOW UNDER (A), AND/OR BECAUSE YOU HAVE FAILED TO COMPLY WITH OR PERFORM THE OTHER PROVISIONS OF THE MORTGAGE OBLIGATIONS, IF ANY, AS NOTED BELOW UNDER (D). PREVIOUS LATE CHARGES UNDER (B) AND OTHER CHARGES, IF ANY, UNDER (C) NOTED BELOW, HAVE ALSO ACCRUED TO THIS DATE. THE TOTAL AMOUNT NOW REQUIRED TO CURE THIS DEFAULT, OR IN OTHER WORDS, TO GET CAUGHT UP IN YOUR PAYMENTS AS OF THE DATE OF THIS LETTER, IS **\$143,078.71** AS NOTED BELOW:

Payments of \$3,391.49 due on 04/01/2009 through
and including 06/01/2012,
in the amount of.....\$132,268.11

J:\Altisource\7090650115\NOI-Property Address.docx



Other charges (explain/itemize):

Late charges:.....	\$2,870.84
Fees billed.....	\$5,663.04
Other charges (explain).....	\$0.00
Less suspense.....	\$2,276.72

TOTAL AMOUNT PAST DUE:.....\$143,078.71

You may cure this default within thirty (30) days of receipt of this letter by paying to HSBC Bank USA, as trustee, by its Attorney-in-fact, Ocwen Loan Servicing, LLC the above amount, the Total Amount Past Due - **\$143,078.71**. Such payment must be made by cash, cashier's check, certified check or money order, and such payment must be made payable to HSBC Bank USA, as trustee, by its Attorney-in-fact, Ocwen Loan Servicing, LLC and sent to 1661 Worthington Road, Suite 100, , West Palm Beach, FL 33409. You may contact HSBC Bank USA, as trustee, by its Attorney-in-fact, Ocwen Loan Servicing, LLC at (800) 446-2936.

If you do not cure the default within thirty (30) days, we intend to exercise HSBC Bank USA, as trustee, by its Attorney-in-fact, Ocwen Loan Servicing, LLC's right to terminate your ownership in the property and commence an foreclosure suit in a court of competent jurisdiction. If legal proceedings commence, you will be responsible for HSBC Bank USA, as trustee, by its Attorney-in-fact, Ocwen Loan Servicing, LLC's court costs and reasonable attorney's fees (as provided for in the mortgage and note) in an amount not to exceed that amount permitted pursuant to the Rules Governing the Courts of the State of New Jersey.

If so provided in your mortgage documents, you may have the right to transfer the subject property to another person subject to HSBC Bank USA, as trustee, by its Attorney-in-fact, Ocwen Loan Servicing, LLC's security interest and that transferee may have the right to cure the default as provided in the 1995 Fair Foreclosure Act of New Jersey (the "Act").

If you do not cure the default within thirty (30) days and foreclosure proceedings have begun, you, or anyone authorized to act on your behalf, still have the right to cure the default at any time, up to entry of final judgment, or the entry by the office of the court of an order of redemption pursuant to subsection g of section 11 of this Act.

To cure a default, subsequent to legal proceedings having begun, you must pay to HSBC Bank USA, as trustee, by its Attorney-in-fact, Ocwen Loan Servicing, LLC and send to 1661 Worthington Road, Suite 100, , West Palm Beach, FL 33409.

- (1) all sums which would have been due in the absence of default at the time you make said payment;
- (2) perform any other obligation which you would have been bound to perform in the absence of default or the exercise of an acceleration clause, if any;
- (3) pay or tender court costs, if any, and attorney's fees in an amount which shall not exceed the amount permitted under the Rules Governing the Courts of the State of New Jersey; and

- (4) pay all contractual late charges as provided for in the note or mortgage.

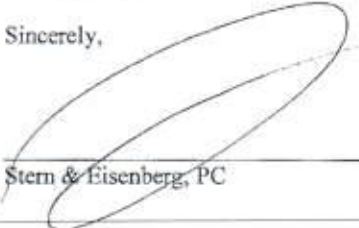
A cure of the default may be exercised only once every 18 months, provided, however; that this limitation shall not apply if you cure the default within thirty (30) days after receipt of this notice. The 18 month period shall run from the date of the cure and reinstatement.

If you cure the default, the mortgage will be restored to the same position as if no default had occurred. It nullifies, as of the date of the cure, any acceleration of any obligation under the mortgage, note or bond arising from the default.

You are advised to seek counsel from an attorney of your choice concerning your mortgage default situation. If you are unable to obtain an attorney, you may communicate with the New Jersey Bar Association or Lawyer Referral Service at 973-622-6204. If you are unable to afford an attorney, you may communicate with the Legal Services Office at 973-624-4500. There may be financial assistance available for curing the default from a program operated by the State or Federal Government or non-profit organization. You may contact the Commissioner of Banking at 20 W. State Street, CN 040, Trenton, New Jersey 08625, phone number (609)292-7272 to obtain a list of such programs.

If you disagree with the assertion that a default has occurred or if you disagree with the calculations above required to cure the default, you may contact HSBC Bank USA, as trustee, by its Attorney-in-fact, Ocwen Loan Servicing, LLC at (877) 596-8580.

Sincerely,



Stern & Eisenberg, PC

CERTIFIED MAIL - RETURN RECEIPT REQUESTED
Address correction requested

*Also sent first class mail, postage pre-paid
Address correction requested*

**THIS IS AN ACTION TO ATTEMPT
TO COLLECT A DEBT. ANY INFORMATION
PROVIDED BY YOU MAY BE USED FOR THAT PURPOSE.**

NOTICE PURSUANT TO THE
FAIR DEBT COLLECTION PRACTICES ACT

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE INDEBTEDNESS REFERRED TO HEREIN AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE.

Pursuant to the Fair Debt Collections Practices Act, you may dispute the validity of the debt or any portion thereof. If you do so in writing within thirty (30) days of receipt of this letter, this firm will obtain and provide you with written verification thereof; otherwise, the debt will be assumed to be valid. Likewise, if requested within thirty (30) days of receipt of this letter, this firm will send you the name and address of the original creditor if different from above. Notwithstanding the above, we reserve the right to continue to pursue our clients rights as may be allowed under applicable law.

IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE ENCLOSED LETTER/NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT A DEBT. IF YOU HAVE RECEIVED A DISCHARGE IN BANKRUPTCY (AFTER ENTERING INTO THE RELEVANT MORTGAGE NOTE AND MORTGAGE AND HAVE NOT REAFFIRMED THE DEBT) THEN THIS CORRESPONDENCE IS NOT AND SHOULD NOT BE CONSTRUED AS AN ATTEMPT TO COLLECT A DEBT, BUT SOLELY AS PART OF THE ENFORCEMENT OF THE MORTGAGE/LIEN AGAINST REAL PROPERTY.

NEW JERSEY AGENCY LISTING Fair Foreclosure Act Notice of Intention to Foreclose - List of Entities Providing Assistance The following is a list of governmental and non-profit entities that may provide financial assistance or counseling to borrowers in foreclosure.		
American Credit Alliance, Inc. 26 S. Warren St. Trenton, NJ 08608 609-393-5400	Atlantic Human Resources, Inc. 1 S. New York Ave. Atlantic City, NJ 08401 609-348-4131	Consumer Credit Counseling Service of Central New Jersey 1931 Nottingham Way Hamilton, NJ 08619 609-586-2574
Consumer Credit Counseling Service of New Jersey 185 Ridgedale Ave. Cedar Knolls, NJ 07927-1812 973-267-4324	Fair Housing Council of Northern New Jersey 131 Main St. Hackensack, NJ 07601 201-489-3552	Garden State Consumer Credit Counseling, Inc. 225 Willowbrook Road Freehold, NJ 07728 1-800-992-4557
Jersey Counseling & Housing Development, Inc. 29 S. Blackhorse Pike Blackwood, NJ 08012 856-227-3683	Jersey Counseling & Housing Development, Inc. 1840 S. Broadway Camden, NJ 08104 856-541-1000	Mercer County Hispanic Association 200 E. State St., 2nd Floor Trenton, NJ 08607 609-392-2446
Middlesex County Economic Opportunities Corporation 1215 Livingston Ave. North Brunswick, NJ 08902 732-790-3344	Monmouth County Human Services Housing Services Unit P.O. Box 3000 Freehold, NJ 07728 732-431-7998	NJ Citizen Action (main office/financial education center) 744 Broad St., Suite 2080 Newark, NJ 07102 973-643-8800 1-800-NJ-OWNER (loan counseling) 1-888-TAXES-11 (free tax preparation assistance)
NJ Citizen Action (Central Jersey) 85 Raritan Ave., Suite 100 Highland Park, NJ 08904 732-246-4772	NJ Citizen Action (South Jersey) 2 Riverside Drive, Suite 362 Camden, NJ 08103 856-966-3091	Ocean Community Economic Action Now, Inc. 22 Hyers St. Toms River, NJ 08753-0773 732-244-2351, ext. 2
Paterson Coalition for Housing, Inc. 262 Main St., 5th Floor Paterson, NJ 07505 973-684-5998	Paterson Task Force for Community Action, Inc. 155 Ellison St. Paterson, NJ 07505 973-279-2333	Puerto Rican Action Board Housing Coalition Unit 90 Jersey Ave. New Brunswick, NJ 08903 732-249-9700
Tri-County Community Action Agency, Inc. 110 Cahansy St. Bridgeton, NJ 08302 856-451-6330	Urban League for Bergen County 106 W. Palisade Ave. Englewood, NJ 07631 201-568-4988	Urban League for Essex County 508 Central Ave. Newark, NJ 07101 973-624-9535
Urban League of Union County 288 N. Broad St. Elizabeth, NJ 07208 908-351-7200	Homelessness Prevention Program New Jersey Department of Community Affairs (866) 889-6270*	

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

J:\Altisource\7090650115\NOI-Property Address.docx

Stern & Eisenberg, PC
1040 N. Kings Highway, Suite 407
Cherry Hill, NJ 08034
(609) 397-9200
Facsimile: (856) 667-1456

June 11, 2012

Veronica Williams
Po Box 978
South Orange, NJ 07079-0978

Re: Property: (if different than mailing address also send to property)
541 Scotland Road, South Orange, NJ 07079.
Mortgagee: HSBC Bank USA, National Association, as Trustee for
Fremont Home Loan Trust 2006-C, Mortgage-Backed Certificates,
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Lenders Address: 10 East 40th Street - 14th Floor New York NY 10016
Loan Number:
Firm File Number: 117.7900

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READ THIS NOTICE CAREFULLY

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on your property situated at 541 Scotland Road, South Orange, NJ

IS IN SERIOUS DEFAULT BECAUSE YOU HAVE NOT MADE THE MONTHLY INSTALLMENTS AS NOTED BELOW UNDER (A), AND/OR BECAUSE YOU HAVE FAILED TO COMPLY WITH OR PERFORM THE OTHER PROVISIONS OF THE MORTGAGE OBLIGATIONS, IF ANY, AS NOTED BELOW UNDER (D). PREVIOUS LATE CHARGES UNDER (B) AND OTHER CHARGES, IF ANY, UNDER (C) NOTED BELOW, HAVE ALSO ACCRUED TO THIS DATE. THE TOTAL AMOUNT NOW REQUIRED TO CURE THIS DEFAULT, OR IN OTHER WORDS, TO GET CAUGHT UP IN YOUR PAYMENTS AS OF THE DATE OF THIS LETTER, IS

\$143,078.71 AS NOTED BELOW:

Payments of \$3,391.49 due on 04/01/2009 through
and including 06/01/2012,
in the amount of.....\$132,268.11

Other charges (explain/itemize):

Late charges:.....	\$2,870.84
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Other charges (explain).....	\$0.00
Less suspense.....	\$2,276.72

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You may cure this default within thirty (30) days of receipt of this letter by paying to HSBC Bank USA, as trustee, by its Attorney-in-fact, Ocwen Loan Servicing, LLC the above amount, the Total Amount Past Due - *\$143,078.71*. Such payment must be made by cash, cashier's check, certified check or money order, and such payment must be made payable to HSBC Bank USA, as trustee, by its Attorney-in-fact, Ocwen Loan Servicing, LLC and sent to 1661 Worthington Road, Suite 100, , West Palm Beach, FL 33409. You may contact HSBC Bank USA, as trustee, by its Attorney-in-fact, Ocwen Loan Servicing, LLC at (800) 446-2936.

If you do not cure the default within thirty (30) days, we intend to exercise HSBC Bank USA, as trustee, by its Attorney-in-fact, Ocwen Loan Servicing, LLC's right to terminate your ownership in the property and commence an foreclosure suit in a court of competent jurisdiction. If legal proceedings commence, you will be responsible for HSBC Bank USA, as trustee, by its Attorney-in-fact, Ocwen Loan Servicing, LLC's court costs and reasonable attorney's fees (as provided for in the mortgage and note) in an amount not to exceed that amount permitted pursuant to the Rules Governing the Courts of the State of New Jersey.

If so provided in your mortgage documents, you may have the right to transfer the subject property to another person subject to HSBC Bank USA, as trustee, by its Attorney-in-fact, Ocwen Loan Servicing, LLC's security interest and that transferee may have the right to cure the default as provided in the 1995 Fair Foreclosure Act of New Jersey (the "Act").

If you do not cure the default within thirty (30) days and foreclosure proceedings have begun, you, or anyone authorized to act on your behalf, still have the right to cure the default at any time, up to entry of final judgment, or the entry by the office of the court of an order of redemption pursuant to subsection g of section 11 of this Act.

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- (4) pay all contractual late charges as provided for in the note or mortgage.

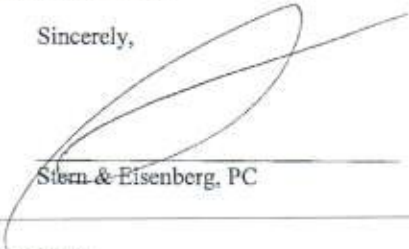
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If you disagree with the assertion that a default has occurred or if you disagree with the calculations above required to cure the default, you may contact HSBC Bank USA, as trustee, by its Attorney-in-fact, Ocwen Loan Servicing, LLC at (877) 596-8580.

Sincerely,



Stern & Eisenberg, PC

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*Also sent first class mail, postage pre-paid
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TO COLLECT A DEBT. ANY INFORMATION
PROVIDED BY YOU MAY BE USED FOR THAT PURPOSE.**

NOTICE PURSUANT TO THE
FAIR DEBT COLLECTION PRACTICES ACT

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IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE ENCLOSED LETTER/NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT A DEBT. IF YOU HAVE RECEIVED A DISCHARGE IN BANKRUPTCY (AFTER ENTERING INTO THE RELEVANT MORTGAGE NOTE AND MORTGAGE AND HAVE NOT REAFFIRMED THE DEBT) THEN THIS CORRESPONDENCE IS NOT AND SHOULD NOT BE CONSTRUED AS AN ATTEMPT TO COLLECT A DEBT, BUT SOLELY AS PART OF THE ENFORCEMENT OF THE MORTGAGE/LIEN AGAINST REAL PROPERTY.

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American Credit Alliance, Inc. 26 S. Warren St. Trenton, NJ 08608 609-393-5400	Atlantic Human Resources, Inc. 1 S. New York Ave. Atlantic City, NJ 08401 609-348-4131	Consumer Credit Counseling Service of Central New Jersey 1931 Nottingham Way Hamilton, NJ 08619 609-586-2574
Consumer Credit Counseling Service of New Jersey 185 Ridgedale Ave. Cedar Knolls, NJ 07927-1812 973-267-4324	Fair Housing Council of Northern New Jersey 131 Main St. Hackensack, NJ 07601 201-489-3552	Garden State Consumer Credit Counseling, Inc. 225 Willowbrook Road Freehold, NJ 07728 1-800-992-4557
Jersey Counseling & Housing Development, Inc. 29 S. Blackhorse Pike Blackwood, NJ 08012 856-227-3683	Jersey Counseling & Housing Development, Inc. 1840 S. Broadway Camden, NJ 08104 856-541-1000	Mercer County Hispanic Association 200 E. State St., 2nd Floor Trenton, NJ 08607 609-392-2446
Middlesex County Economic Opportunities Corporation 1215 Livingston Ave. North Brunswick, NJ 08902 732-790-3344	Monmouth County Human Services Housing Services Unit P.O. Box 3000 Freehold, NJ 07728 732-431-7998	NJ Citizen Action (main office/financial education center) 744 Broad St., Suite 2080 Newark, NJ 07102 973-643-8800 1-800-NJ-OWNER (loan counseling) 1-888-TAXES-11 (free tax preparation assistance)
NJ Citizen Action (Central Jersey) 85 Raritan Ave., Suite 100 Highland Park, NJ 08904 732-246-4772	NJ Citizen Action (South Jersey) 2 Riverside Drive, Suite 362 Camden, NJ 08103 856-966-3091	Ocean Community Economic Action Now, Inc. 22 Hyers St. Toms River, NJ 08753-0773 732-244-2351, ext. 2
Paterson Coalition for Housing, Inc. 262 Main St., 5th Floor Paterson, NJ 07505 973-684-5998	Paterson Task Force for Community Action, Inc. 155 Ellison St. Paterson, NJ 07505 973-279-2333	Puerto Rican Action Board Housing Coalition Unit 90 Jersey Ave. New Brunswick, NJ 08903 732-249-9700
Tri-County Community Action Agency, Inc. 110 Cohansey St. Bridgeton, NJ 08302 856-451-6330	Urban League for Bergen County 106 W. Palisade Ave. Englewood, NJ 07631 201-568-4988	Urban League for Essex County 508 Central Ave. Newark, NJ 07101 973-624-9535
Urban League of Union County 288 N. Broad St. Elizabeth, NJ 07208 908-351-7200	Homelessness Prevention Program New Jersey Department of Community Affairs (866) 889-6270*	

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

**AMENDED FORECLOSURE
INFORMATION REPORT**

Printed on: 05/18/2012

Altisource™

File No: DMS1205-NJ-358877

Client File No: --

Search Effective Date: May 8, 2012 8:00AM

Report Prepared For: Stern And Eisenberg

Property Address: 541 Scotland Road, South Orange, NJ 7079

Title is Vested in: Veronica Williams

Subject Mortgage:

1. Mortgage from Veronica Williams to FGC Commercial Mortgage Finance, dba Fremont Mortgage, a Corporation dated March 27, 2006, recorded April 5, 2006, in (book) 11177, (page) 730, in the amount of \$261,000.00, Essex County, New Jersey.
2. Assigned to HSBC Bank USA, National Association, as Trustee under the Pooling and Servicing Agreement dated as of September 1, 2006, Fremont Home Loan Trust 2006-C, Assigned by Mortgage Electronic Registration Systems, Inc., as nominee for FGC Commercial Mortgage Finance dba Fremont Mortgage, Recorded on 06/04/2009, in (book) 12197, (page) 6661, assigning the mortgage originally recorded in (book) 11177, (page) 730, Essex County, New Jersey.

Other Mortgage(s):

1. Mortgage from Veronica Williams to JPMorgan Chase Bank, N.A. dated August 16, 2005, recorded August 16, 2005, in (book) 10666, (page) 603, in the amount of \$150,000.00. That Subordination of Agreement recorded on 05/30/2007 in Book 12059 at Page 1966, Essex County, New Jersey.

Liens/Judgments and Other Encumbrances:

Direct Match(s):

1. Lis Pendens filed listing Chase Home Finance Milwaukee, Plaintiff, and Veronica Williams, et als, Defendant, dated April 13, 2007, recorded May 10, 2007, in (book) 12053, (page) 5066, being Case No. F-9851-07, Essex County, New Jersey.

Indirect Match(s):

1. N/A

Home Owner Association:

No HOA found in scope of search.

Other Matters of Record(s):

None

Chain of Title:

Deed Type: Bargain and Sale Deed
Grantors: Charles N. Weinberg and Shirley Weinberg, unmarried
Grantees: Veronica Williams
Dated: August 25, 1983
Recorded: September 13, 1983
Bk/Pg or Inst#: 4799/924



**AMENDED FORECLOSURE
INFORMATION REPORT**

Printed on: 05/19/2012

AltisourceTM

Deed Type: Deed
Grantors: Scotrand Homes, Inc.,
Grantees: Charles N. Weinberg and Shirley Weinberg, his wife
Dated: August 13, 1968
Recorded: August 29, 1968
Bk/Pg or Inst#: 4284/328

Tax Information:

Entity: Essex County Tax Collector			Tax Type: Property	
Tax ID: Lot 7 Block 408				
Tax Year	Installment	Status	Amount	Due or Paid Date
2012	First Installment	Paid	\$3,321.28	
2012	Second Installment	Paid	\$3,321.28	
2012	Third Installment			
2012	Fourth Installment			

Legal Description Taken From Subject Mortgage:

Beginning at a point in the dividing line between Lots 73 and 58, as shown on a map entitled "Map of Scotrand Homes situated in the Village of South Orange, Essex County, New Jersey made by Halsey Brothers May 18, 1965, therein distant 70.00 feet south-westerly from a point in the southwest line of Randolph Place, which point is distant 712.31 feet from the intersection of the said line of Randolph Place with the westerly line of Scotland Road and running thence; (1) N55° 57' W, 5.01 feet to a point in lot 58 on aforementioned map; thence (2) S 37° 45' W, 45.31 feet to the northerly line of lot 73 on aforementioned map; thence (3) S 55° 57' E, 15.32 feet to a point, thence (4) N, 34° 03' E, 5.00 feet to a point in the northerly line of Lot 73 on aforementioned map; thence (5) N 55° 57' W, 15.00 feet to the point or place of beginning.

End Of Report

THIS REPORT DOES NOT CONTAIN RESTRICTIONS AND EASEMENTS OF RECORD AND IS BASED ON A LIMITED TITLE SEARCH. THIS REPORT IS FOR INFORMATIONAL PURPOSES ONLY. THE LIABILITY OF ALTISOURCE IN ISSUING THIS REPORT IS LIMITED TO THE CHARGE FOR THIS REPORT. THIS REPORT IS NOT AN ABSTRACT OF TITLE OR A TITLE INSURANCE COMMITMENT OR POLICY AND SHOULD NOT BE RELIED UPON IN PLACE OF SUCH. IT IS NOT THE INTENTION OF THE COMPANY TO PROVIDE ANY EXPRESS OR IMPLIED WARRANTY, GUARANTY, OR INDEMNITY WITH RESPECT TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE REPORT. CUSTOMER'S USE OF THE INFORMATION PROVIDED BY THIS REPORT IS AT THE CUSTOMER'S OWN RISK.

CERTIFICATION

Pursuant to Rule 4:64-1(a), it is hereby stated that the Plaintiff obtained and reviewed a copy of a title search of the public records for the purpose of identifying any lienholder or other persons and entities with an interest in the property that is subject to foreclosure and a copy of the title search is hereby attached to this certification.

STERN & EISENBERG, PC



BY:

- STEVEN K. EISENBERG, ESQUIRE
- JACQUELINE F. MCNALLY, ESQUIRE
- KEVIN P. DISKIN, ESQUIRE
- DAVID M. LAMBROPOULOS, ESQUIRE
- LEN M. GARZA, ESQUIRE
- STACEY WEISBLATT, ESQUIRE
- OLIVER AYON, ESQUIRE

Attorney for Plaintiff

DATED:

1-7-13

FORECLOSURE CASE INFORMATION STATEMENT (FCIS)		<small>FOR USE BY CLERK'S OFFICE ONLY</small>
 <p>Use for initial Chancery Division — General Equity foreclosure pleadings (not motions) under Rule 4:5-1. Pleading will be rejected for filing, under Rule 1:5-6(c), if information is not furnished or if attorney's signature is not affixed.</p>	PAYMENT TYPE: <input type="checkbox"/> CK <input type="checkbox"/> CG <input type="checkbox"/> CA <input type="checkbox"/> MO	
	RECEIPT NO:	
	AMOUNT:	
	OVERPAYMENT:	
	BATCH NUMBER:	
	BATCH DATE:	
SECTION A: TO BE COMPLETED BY ALL PARTIES		
CAPTION HSSB Bank USA N.A., et. al. v. Veronica Williams, et. al.	COUNTY OF VENUE Essex	DOCKET NUMBER (When available)
NAME(S) OF FILING PARTY(IES) (e.g., John Doe, Plaintiff) HSSB Bank USA N.A., et. al. by its atty Owen	DOCUMENT TYPE <input checked="" type="checkbox"/> COMPLAINT <input type="checkbox"/> ANSWER <input type="checkbox"/> OTHER	
ATTORNEY NAME (IF APPLICABLE) <i>Stacey Weisblatt</i>	FIRM NAME (if applicable) Stern and Eisenberg, LLP	
MAILING ADDRESS 1040 N. Kingshighway-Suite 407	DAYTIME TELEPHONE NUMBER (609) 397-9200	
SECTION B: TO BE COMPLETED BY PLAINTIFF TO INITIAL COMPLAINT		
FORECLOSURE CASE TYPE NUMBER	IS THIS A HIGH RISK MORTGAGE PURSUANT TO P.L. 2009, c. 84 AND P.L. 2008, c. 127 <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
<input type="checkbox"/> 088 IN PERSONAM TAX FORECLOSURE <input type="checkbox"/> 089 IN REM TAX FORECLOSURE <input checked="" type="checkbox"/> 09F RESIDENTIAL MORTGAGE FORECLOSURE <input type="checkbox"/> 0CF COMMERCIAL MORTGAGE FORECLOSURE <input type="checkbox"/> 0CD CONDOMINIUM OR HOMEOWNER'S ASSOCIATION LIEN FORECLOSURE <input type="checkbox"/> 091 STRICT FORECLOSURE <input type="checkbox"/> 0FP OPTIONAL FORECLOSURE PROCEDURE (NO SALE)	PURCHASE MONEY MORTGAGE <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO RELATED PENDING CASE <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF YES, LIST DOCKET NUMBERS:	
FULL PHYSICAL STREET ADDRESS OF PROPERTY: 541 Scotland Road South Orange, NJ 07079	MUNICIPALITY CODE(*) 0719	MUNICIPAL BLOCK: 408
ZIP CODE: 07079 COUNTY: Essex	(LOTS): 7	
ALL FILING PARTIES MUST SIGN AND PRINT NAMES(S) AND DATE THE FORM BELOW		
I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with Rule 1:38-7(b).		
ATTORNEY/SELF REPRESENTED SIGNATURE 	PRINT ATTORNEY/SELF REPRESENTED NAME <i>Stacey Weisblatt</i>	DATE <i>1-7-13</i>

*The Municipality Codes are available at http://www.judiciary.state.nj.us/forms/CN11343_municodes_11-9-2009.pdf

CERTIFICATION

Pursuant to Rule 4:5-1, it is hereby stated that the matter in controversy is not the subject of any other action pending in any other Court or of a pending arbitration proceeding to the best of my knowledge and belief. Also, to the best of my knowledge and belief, no other action or arbitration proceeding is contemplated. Further, other than the parties set forth in this pleading and the previous pleadings, if any, at the present time we know of no other parties that should be joined in the within action.

STERN & EISENBERG, PC

BY:

- STEVEN K. EISENBERG, ESQUIRE
- JACQUELINE F. MCNALLY, ESQUIRE
- KEVIN P. DISKIN, ESQUIRE
- DAVID M. LAMBROPOULOS, ESQUIRE
- LEN M. GARZA, ESQUIRE
- STACEY WEISBLATT, ESQUIRE
- OLIVER AYON, ESQUIRE

Attorney for Plaintiff

DATED:

1-7-13

Veronica A. Williams
P.O. Box 978
South Orange, NJ 07079
Email StopFraud@vawilliams.com
Phone 973-715-8580

SUPERIOR COURT OF NEW JERSEY

HSBC Bank USA, National Association as
Trustee for Fremont Home Loan Trust 2006-
C, Mortgage-Backed Certificates, Series
2006-C

Plaintiff

Veronica Williams, et als.

Defendant, Pro Se

IN THE SUPERIOR COURT OF NEW JERSEY
ESSEX COUNTY
CHANCERY DIVISION

Case No. F – 000839-13

**BRIEF TO MEET MOTION DEFICIENCY
IN RESPONSE TO CHC2019204674:**

**EXECUTE INJUNCTION AGAINST SALE OF
541 SCOTLAND ROAD, SOUTH ORANGE, NJ,
and DISMISS FORECLOSURE, and
DISMISS MORTGAGE AGAINST 541
SCOTLAND ROAD, S. ORANGE, NJ**

RELATED CASES:

U.S. Court of Appeals, Third District 19-1032

U.S. District Court of NJ Case 2:16-cv-05301-ES-JAD

NJ Case Docket No. ESSX L – 004753-13

NJ Case Docket No. ESSX L – 000081-11

**BRIEF TO MEET MOTION DEFICIENCY IN RESPONSE TO
TRANSACTION ID CHC2019204698
IN SUPPORT OF MOTION FOR:
INJUNCTION AGAINST THE SALE OF 541 SCOTLAND ROAD, S. ORANGE, NJ AND
DISMISSAL OF FORECLOSURE AND
DISMISSAL OF MORTGAGE**

ENCLOSURES

Case L-004753-13 Discovery excerpt (master amortization)

EXCERPT FROM DISCOVERY

EXCERPTS FROM DISCOVERY FILED WITH SUPERIOUR COURT OF NJ – Nov. 2014 (OL & on PC)			
PAGE FIRST	PAGE LAST	DESCRIPTION	VENUE
21	47	Mortgage History & Amortization, City Fed – Fremont	ALL
113	–	Chase Statement	ALL
114	–	Litton Loan Statement	ALL
234	237	Exhibit 15 – Modification Payments	ALL
238	239	Exhibit 16 – Litton Loan Returns Payments	ALL
240	241	Exhibit 17 – Detailing Payments Being Returned to Litton (p. 241 on 10/21/09)	ALL
247	255	Litton Loan Promises to Fix Error – 2009	ALL
269	–	Exhibit 20 – Detailing Payments Being Returned to Litton (p. 269 on 1/1/10)	ALL
289	–	Letter to Erby, Ocwen CEO 11/12/12	USDC
291	293	Letter to McDonagh, HSBC CEO 1/10/10	USDC
302	–	Letter to Larry Litton, Jr. 1/17/10 also p. 389	ALL
304	–	Letter to Litton Loan Loss Mitigation Dept. 9/20/09	ALL
305	–	Letter to Litton Loan Loss Mitigation Dept. 8/8/09	ALL
306	309	HSBC Response Letter to Request	USDC
368	370	Copies of Checks Send to Litton Loan with Modification Confirmation	ALL
372	–	Litton Loan Letter to Delay Sale 9/25/09	ALL
374	375	Exhibit E – Litton Loan Modification 12/10/09	ALL
383	–	FEMA Job Offer	USDC
388	–	FEMA Job Offer retracted	USDC
392	–	Litton Loan served 8/5/10 NJ Case Docket No. ESSX L – 000081-11	USDC
393	–	Goldman Sachs served 8/5/10 NJ Case Docket No. ESSX L – 000081-11	USDC
394	395	Judge Rothschild tries to help	ALL
396	399	Litton Loan Lawyer – receives and sends letters	USDC
401	–	Federal Reserve Enforcement Action Against Goldman Sachs 2011 “formal enforcement action against the Goldman Sachs Group, Inc. and Goldman Sachs Bank USA to address a pattern of misconduct and negligence relating to deficient practices in residential mortgage loan servicing and foreclosure processing involving its former subsidiary, Litton Loan Servicing LP.”	ALL
403	404	Goldman Sachs WILL sell Litton Loan to Ocwen 6/6/11	ALL
485	486	Highlights of Law Firms & Judges in NJ Legal Actions to Litigate This Matter	ALL
462	483	Exhibit 45 – Denbeaux (agreement, complaint, letters)	USDC
494	496	Denbeaux Spooked by Frivolous Litigation from Duane Morris	ALL
498	–	Exhibit 51 – Williams Notifies Denbeaux 10/31/14 (still does not know about foreclosure award)	ALL
500	–	Priming the Pump to Raise Money for Denbeaux 10/27/14	ALL
502	503	Seiden – Deutsch Fake Letter to Dissuade Action 10/14/14 False Inducement to Action PC	ALL

RIDER

This is a Rider to the CITYLINE Mortgage/Deed of Trust/Deed to Secure Debt between VERONICA WILLIAMS and City Federal Savings and ~~CITYLINE ASSOCIATION~~ dated MAY 13, 1986 *BANK

The Section entitled "NOTICE: THIS MORTGAGE/DEED OF TRUST/DEED TO SECURE DEBT SECURES AN AGREEMENT WHICH CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE" is amended as follows:

"The interest rate will be 2.00 percentage points above the Prime Rate defined as the base rate on corporate loans at large United States money center commercial banks and as most recently published in The Wall Street Journal prior to the last business day of the month immediately preceding the first day of each monthly billing cycle (the "Index"). If more than one rate is published, Borrower will be charged the highest rate.

This means that the interest rate may change each billing cycle. Each change in the interest rate will apply to any principal balance outstanding on the effective date of such change as well as to the future advances. An increase in the Index will increase the Borrower's total interest and the minimum monthly payment due pursuant to the Agreement. Lender reserves the right to, at any time, charge the Borrower a lower rate than the formula might indicate without losing any rights. The interest rate at no time will be reduced below 9.75 %. If the Index is no longer available, Lender will choose a new Index which is an interest rate index or a national or regional index that measures the rate of inflation or the rate of change in consumer disposable income."

Veronica Williams
VERONICA WILLIAMS

[Signature]

Witness

Witness
MAY 13, 1986

Date

Exhibit 3

MORTGAGE HISTORY

541 Scotland Road -- Williams

How Errors or Fraud Business Closings Take Equity

DATE	MORTGAGE PROVIDERS & SERVICERS	OUT OF BUSINESS	PROVIDER/SERVICER	PRIMARY HELOC	BEGINNING PRINCIPAL BALANCE PER DEFENDANTS	CORRECT PRINCIPAL BALANCE	AMOUNT ADDED TO PRINCIPAL
8/25/1983	City Federal Savings & Loan	YES	P	P	\$75,536	\$75,536	\$0
	Main Street Mortgage	YES	S	P			\$0
	Chase Mortgage (HELOC)	DISMISSED	P	H			\$0
5/6/2002	Aames Home Loan	YES	P	P	\$69,980	\$69,980	\$0
	PCFS Mortgage	YES	S	P			\$0
2006	Litton Home Loan	YES	S	P	\$180,000	\$67,675	\$112,325
3/27/2006	Fremont Home Loan	YES	P	P	\$261,000	\$53,000	\$95,675
2009	Litton Home Loan	YES	S	P	NA	\$53,000	NA
2011	Ocwen	NO	S	P	NA	NA	NA
						TOTAL	\$208,000
	Litton Principal Payments, estimated					\$15,000	
	As of Feb. 15, 2010					\$38,000	

All mortgages issued from the Fremont Home Loan Trust and serviced by Fremont Home Loan should be cancelled immediately. Consumers cannot trust the validity or accuracy of the figures for Fremont mortgages in MERS or any other files and systems.

Loan Amortization Schedule

Enter values	
Loan amount	75,535.84
Annual interest rate	12.963%
Loan period in years	30
Number of payments per year	12
Start date of loan	10/1/1983
Optional extra payments	

Loan summary	
Scheduled payment	\$ 833.39
Scheduled number of payments	360
Actual number of payments	360
Total early payments	\$ -
Total interest	\$ 224,485.69

Lender name:

Pmt. No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
1	11/1/1983	\$ 75,535.84	\$ 833.39	\$ -	\$ 833.39	\$ 17.42	\$ 815.98	\$ 75,518.42	\$ 815.98
2	12/1/1983	\$ 75,518.42	\$ 833.39	\$ -	\$ 833.39	\$ 17.61	\$ 815.79	\$ 75,500.82	\$ 1,631.76
3	1/1/1984	\$ 75,500.82	\$ 833.39	\$ -	\$ 833.39	\$ 17.80	\$ 815.60	\$ 75,483.02	\$ 2,447.36
4	2/1/1984	\$ 75,483.02	\$ 833.39	\$ -	\$ 833.39	\$ 17.99	\$ 815.41	\$ 75,465.03	\$ 3,262.77
5	3/1/1984	\$ 75,465.03	\$ 833.39	\$ -	\$ 833.39	\$ 18.18	\$ 815.21	\$ 75,446.85	\$ 4,077.98
6	4/1/1984	\$ 75,446.85	\$ 833.39	\$ -	\$ 833.39	\$ 18.38	\$ 815.01	\$ 75,428.47	\$ 4,892.99
7	5/1/1984	\$ 75,428.47	\$ 833.39	\$ -	\$ 833.39	\$ 18.58	\$ 814.82	\$ 75,409.90	\$ 5,707.81
8	6/1/1984	\$ 75,409.90	\$ 833.39	\$ -	\$ 833.39	\$ 18.78	\$ 814.62	\$ 75,391.12	\$ 6,522.42
9	7/1/1984	\$ 75,391.12	\$ 833.39	\$ -	\$ 833.39	\$ 18.98	\$ 814.41	\$ 75,372.14	\$ 7,336.84
10	8/1/1984	\$ 75,372.14	\$ 833.39	\$ -	\$ 833.39	\$ 19.19	\$ 814.21	\$ 75,352.95	\$ 8,151.04
11	9/1/1984	\$ 75,352.95	\$ 833.39	\$ -	\$ 833.39	\$ 19.39	\$ 814.00	\$ 75,333.56	\$ 8,965.04
12	10/1/1984	\$ 75,333.56	\$ 833.39	\$ -	\$ 833.39	\$ 19.60	\$ 813.79	\$ 75,313.96	\$ 9,778.83
13	11/1/1984	\$ 75,313.96	\$ 833.39	\$ -	\$ 833.39	\$ 19.81	\$ 813.58	\$ 75,294.14	\$ 10,592.41
14	12/1/1984	\$ 75,294.14	\$ 833.39	\$ -	\$ 833.39	\$ 20.03	\$ 813.36	\$ 75,274.11	\$ 11,405.78
15	1/1/1985	\$ 75,274.11	\$ 833.39	\$ -	\$ 833.39	\$ 20.24	\$ 813.15	\$ 75,253.87	\$ 12,218.93
16	2/1/1985	\$ 75,253.87	\$ 833.39	\$ -	\$ 833.39	\$ 20.46	\$ 812.93	\$ 75,233.41	\$ 13,031.86
17	3/1/1985	\$ 75,233.41	\$ 833.39	\$ -	\$ 833.39	\$ 20.68	\$ 812.71	\$ 75,212.72	\$ 13,844.57
18	4/1/1985	\$ 75,212.72	\$ 833.39	\$ -	\$ 833.39	\$ 20.91	\$ 812.49	\$ 75,191.82	\$ 14,657.05
19	5/1/1985	\$ 75,191.82	\$ 833.39	\$ -	\$ 833.39	\$ 21.13	\$ 812.26	\$ 75,170.68	\$ 15,469.31
20	6/1/1985	\$ 75,170.68	\$ 833.39	\$ -	\$ 833.39	\$ 21.36	\$ 812.03	\$ 75,149.32	\$ 16,281.34
21	7/1/1985	\$ 75,149.32	\$ 833.39	\$ -	\$ 833.39	\$ 21.59	\$ 811.80	\$ 75,127.73	\$ 17,093.14
22	8/1/1985	\$ 75,127.73	\$ 833.39	\$ -	\$ 833.39	\$ 21.83	\$ 811.57	\$ 75,105.90	\$ 17,904.71
23	9/1/1985	\$ 75,105.90	\$ 833.39	\$ -	\$ 833.39	\$ 22.06	\$ 811.33	\$ 75,083.84	\$ 18,716.04
24	10/1/1985	\$ 75,083.84	\$ 833.39	\$ -	\$ 833.39	\$ 22.30	\$ 811.09	\$ 75,061.54	\$ 19,527.14
25	11/1/1985	\$ 75,061.54	\$ 833.39	\$ -	\$ 833.39	\$ 22.54	\$ 810.85	\$ 75,039.00	\$ 20,337.99
26	12/1/1985	\$ 75,039.00	\$ 833.39	\$ -	\$ 833.39	\$ 22.78	\$ 810.61	\$ 75,016.21	\$ 21,148.60
27	1/1/1986	\$ 75,016.21	\$ 833.39	\$ -	\$ 833.39	\$ 23.03	\$ 810.36	\$ 74,993.18	\$ 21,958.96
28	2/1/1986	\$ 74,993.18	\$ 833.39	\$ -	\$ 833.39	\$ 23.28	\$ 810.11	\$ 74,969.90	\$ 22,769.07
29	3/1/1986	\$ 74,969.90	\$ 833.39	\$ -	\$ 833.39	\$ 23.53	\$ 809.86	\$ 74,946.37	\$ 23,578.94
30	4/1/1986	\$ 74,946.37	\$ 833.39	\$ -	\$ 833.39	\$ 23.78	\$ 809.61	\$ 74,922.59	\$ 24,388.54
31	5/1/1986	\$ 74,922.59	\$ 833.39	\$ -	\$ 833.39	\$ 24.04	\$ 809.35	\$ 74,898.55	\$ 25,197.89
32	6/1/1986	\$ 74,898.55	\$ 833.39	\$ -	\$ 833.39	\$ 24.30	\$ 809.09	\$ 74,874.25	\$ 26,006.99

Pmt. No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
33	7/1/1986	\$ 74,874.25	\$ 833.39	\$ -	\$ 833.39	\$ 24.56	\$ 808.83	\$ 74,849.68	\$ 26,815.82
34	8/1/1986	\$ 74,849.68	\$ 833.39	\$ -	\$ 833.39	\$ 24.83	\$ 808.56	\$ 74,824.85	\$ 27,624.38
35	9/1/1986	\$ 74,824.85	\$ 833.39	\$ -	\$ 833.39	\$ 25.10	\$ 808.30	\$ 74,799.75	\$ 28,432.67
36	10/1/1986	\$ 74,799.75	\$ 833.39	\$ -	\$ 833.39	\$ 25.37	\$ 808.02	\$ 74,774.39	\$ 29,240.70
37	11/1/1986	\$ 74,774.39	\$ 833.39	\$ -	\$ 833.39	\$ 25.64	\$ 807.75	\$ 74,748.74	\$ 30,048.45
38	12/1/1986	\$ 74,748.74	\$ 833.39	\$ -	\$ 833.39	\$ 25.92	\$ 807.47	\$ 74,722.82	\$ 30,855.92
39	1/1/1987	\$ 74,722.82	\$ 833.39	\$ -	\$ 833.39	\$ 26.20	\$ 807.19	\$ 74,696.62	\$ 31,663.12
40	2/1/1987	\$ 74,696.62	\$ 833.39	\$ -	\$ 833.39	\$ 26.48	\$ 806.91	\$ 74,670.14	\$ 32,470.03
41	3/1/1987	\$ 74,670.14	\$ 833.39	\$ -	\$ 833.39	\$ 26.77	\$ 806.62	\$ 74,643.37	\$ 33,276.65
42	4/1/1987	\$ 74,643.37	\$ 833.39	\$ -	\$ 833.39	\$ 27.06	\$ 806.34	\$ 74,616.31	\$ 34,082.98
43	5/1/1987	\$ 74,616.31	\$ 833.39	\$ -	\$ 833.39	\$ 27.35	\$ 806.04	\$ 74,588.96	\$ 34,889.03
44	6/1/1987	\$ 74,588.96	\$ 833.39	\$ -	\$ 833.39	\$ 27.65	\$ 805.75	\$ 74,561.32	\$ 35,694.77
45	7/1/1987	\$ 74,561.32	\$ 833.39	\$ -	\$ 833.39	\$ 27.94	\$ 805.45	\$ 74,533.37	\$ 36,500.22
46	8/1/1987	\$ 74,533.37	\$ 833.39	\$ -	\$ 833.39	\$ 28.25	\$ 805.15	\$ 74,505.13	\$ 37,305.37
47	9/1/1987	\$ 74,505.13	\$ 833.39	\$ -	\$ 833.39	\$ 28.55	\$ 804.84	\$ 74,476.57	\$ 38,110.21
48	10/1/1987	\$ 74,476.57	\$ 833.39	\$ -	\$ 833.39	\$ 28.86	\$ 804.53	\$ 74,447.71	\$ 38,914.75
49	11/1/1987	\$ 74,447.71	\$ 833.39	\$ -	\$ 833.39	\$ 29.17	\$ 804.22	\$ 74,418.54	\$ 39,718.97
50	12/1/1987	\$ 74,418.54	\$ 833.39	\$ -	\$ 833.39	\$ 29.49	\$ 803.91	\$ 74,389.06	\$ 40,522.87
51	1/1/1988	\$ 74,389.06	\$ 833.39	\$ -	\$ 833.39	\$ 29.81	\$ 803.59	\$ 74,359.25	\$ 41,326.46
52	2/1/1988	\$ 74,359.25	\$ 833.39	\$ -	\$ 833.39	\$ 30.13	\$ 803.27	\$ 74,329.12	\$ 42,129.73
53	3/1/1988	\$ 74,329.12	\$ 833.39	\$ -	\$ 833.39	\$ 30.45	\$ 802.94	\$ 74,298.67	\$ 42,932.67
54	4/1/1988	\$ 74,298.67	\$ 833.39	\$ -	\$ 833.39	\$ 30.78	\$ 802.61	\$ 74,267.89	\$ 43,735.28
55	5/1/1988	\$ 74,267.89	\$ 833.39	\$ -	\$ 833.39	\$ 31.11	\$ 802.28	\$ 74,236.77	\$ 44,537.56
56	6/1/1988	\$ 74,236.77	\$ 833.39	\$ -	\$ 833.39	\$ 31.45	\$ 801.94	\$ 74,205.32	\$ 45,339.50
57	7/1/1988	\$ 74,205.32	\$ 833.39	\$ -	\$ 833.39	\$ 31.79	\$ 801.60	\$ 74,173.53	\$ 46,141.10
58	8/1/1988	\$ 74,173.53	\$ 833.39	\$ -	\$ 833.39	\$ 32.13	\$ 801.26	\$ 74,141.40	\$ 46,942.36
59	9/1/1988	\$ 74,141.40	\$ 833.39	\$ -	\$ 833.39	\$ 32.48	\$ 800.91	\$ 74,108.92	\$ 47,743.27
60	10/1/1988	\$ 74,108.92	\$ 833.39	\$ -	\$ 833.39	\$ 32.83	\$ 800.56	\$ 74,076.09	\$ 48,543.84
61	11/1/1988	\$ 74,076.09	\$ 833.39	\$ -	\$ 833.39	\$ 33.19	\$ 800.21	\$ 74,042.90	\$ 49,344.04
62	12/1/1988	\$ 74,042.90	\$ 833.39	\$ -	\$ 833.39	\$ 33.54	\$ 799.85	\$ 74,009.36	\$ 50,143.89
63	1/1/1989	\$ 74,009.36	\$ 833.39	\$ -	\$ 833.39	\$ 33.91	\$ 799.49	\$ 73,975.45	\$ 50,943.38
64	2/1/1989	\$ 73,975.45	\$ 833.39	\$ -	\$ 833.39	\$ 34.27	\$ 799.12	\$ 73,941.18	\$ 51,742.50
65	3/1/1989	\$ 73,941.18	\$ 833.39	\$ -	\$ 833.39	\$ 34.64	\$ 798.75	\$ 73,906.53	\$ 52,541.25
66	4/1/1989	\$ 73,906.53	\$ 833.39	\$ -	\$ 833.39	\$ 35.02	\$ 798.38	\$ 73,871.51	\$ 53,339.62
67	5/1/1989	\$ 73,871.51	\$ 833.39	\$ -	\$ 833.39	\$ 35.40	\$ 798.00	\$ 73,836.12	\$ 54,137.62
68	6/1/1989	\$ 73,836.12	\$ 833.39	\$ -	\$ 833.39	\$ 35.78	\$ 797.61	\$ 73,800.34	\$ 54,935.23
69	7/1/1989	\$ 73,800.34	\$ 833.39	\$ -	\$ 833.39	\$ 36.16	\$ 797.23	\$ 73,764.18	\$ 55,732.46
70	8/1/1989	\$ 73,764.18	\$ 833.39	\$ -	\$ 833.39	\$ 36.56	\$ 796.84	\$ 73,727.62	\$ 56,529.30
71	9/1/1989	\$ 73,727.62	\$ 833.39	\$ -	\$ 833.39	\$ 36.95	\$ 796.44	\$ 73,690.67	\$ 57,325.74
72	10/1/1989	\$ 73,690.67	\$ 833.39	\$ -	\$ 833.39	\$ 37.35	\$ 796.04	\$ 73,653.32	\$ 58,121.79
73	11/1/1989	\$ 73,653.32	\$ 833.39	\$ -	\$ 833.39	\$ 37.75	\$ 795.64	\$ 73,615.57	\$ 58,917.43
74	12/1/1989	\$ 73,615.57	\$ 833.39	\$ -	\$ 833.39	\$ 38.16	\$ 795.23	\$ 73,577.41	\$ 59,712.66
75	1/1/1990	\$ 73,577.41	\$ 833.39	\$ -	\$ 833.39	\$ 38.57	\$ 794.82	\$ 73,538.83	\$ 60,507.48
76	2/1/1990	\$ 73,538.83	\$ 833.39	\$ -	\$ 833.39	\$ 38.99	\$ 794.40	\$ 73,499.84	\$ 61,301.88
77	3/1/1990	\$ 73,499.84	\$ 833.39	\$ -	\$ 833.39	\$ 39.41	\$ 793.98	\$ 73,460.43	\$ 62,095.86
78	4/1/1990	\$ 73,460.43	\$ 833.39	\$ -	\$ 833.39	\$ 39.84	\$ 793.56	\$ 73,420.59	\$ 62,889.42
79	5/1/1990	\$ 73,420.59	\$ 833.39	\$ -	\$ 833.39	\$ 40.27	\$ 793.13	\$ 73,380.33	\$ 63,682.55

Pmt. No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
80	6/1/1990	\$ 73,380.33	\$ 833.39	\$ -	\$ 833.39	\$ 40.70	\$ 792.69	\$ 73,339.62	\$ 64,475.24
81	7/1/1990	\$ 73,339.62	\$ 833.39	\$ -	\$ 833.39	\$ 41.14	\$ 792.25	\$ 73,298.48	\$ 65,267.49
82	8/1/1990	\$ 73,298.48	\$ 833.39	\$ -	\$ 833.39	\$ 41.59	\$ 791.81	\$ 73,256.90	\$ 66,059.29
83	9/1/1990	\$ 73,256.90	\$ 833.39	\$ -	\$ 833.39	\$ 42.04	\$ 791.36	\$ 73,214.86	\$ 66,850.65
84	10/1/1990	\$ 73,214.86	\$ 833.39	\$ -	\$ 833.39	\$ 42.49	\$ 790.90	\$ 73,172.37	\$ 67,641.56
85	11/1/1990	\$ 73,172.37	\$ 833.39	\$ -	\$ 833.39	\$ 42.95	\$ 790.44	\$ 73,129.42	\$ 68,432.00
86	12/1/1990	\$ 73,129.42	\$ 833.39	\$ -	\$ 833.39	\$ 43.41	\$ 789.98	\$ 73,086.01	\$ 69,221.98
87	1/1/1991	\$ 73,086.01	\$ 833.39	\$ -	\$ 833.39	\$ 43.88	\$ 789.51	\$ 73,042.13	\$ 70,011.49
88	2/1/1991	\$ 73,042.13	\$ 833.39	\$ -	\$ 833.39	\$ 44.36	\$ 789.04	\$ 72,997.77	\$ 70,800.53
89	3/1/1991	\$ 72,997.77	\$ 833.39	\$ -	\$ 833.39	\$ 44.83	\$ 788.56	\$ 72,952.94	\$ 71,589.09
90	4/1/1991	\$ 72,952.94	\$ 833.39	\$ -	\$ 833.39	\$ 45.32	\$ 788.07	\$ 72,907.62	\$ 72,377.16
91	5/1/1991	\$ 72,907.62	\$ 833.39	\$ -	\$ 833.39	\$ 45.81	\$ 787.58	\$ 72,861.81	\$ 73,164.75
92	6/1/1991	\$ 72,861.81	\$ 833.39	\$ -	\$ 833.39	\$ 46.30	\$ 787.09	\$ 72,815.51	\$ 73,951.84
93	7/1/1991	\$ 72,815.51	\$ 833.39	\$ -	\$ 833.39	\$ 46.80	\$ 786.59	\$ 72,768.70	\$ 74,738.43
94	8/1/1991	\$ 72,768.70	\$ 833.39	\$ -	\$ 833.39	\$ 47.31	\$ 786.08	\$ 72,721.39	\$ 75,524.51
95	9/1/1991	\$ 72,721.39	\$ 833.39	\$ -	\$ 833.39	\$ 47.82	\$ 785.57	\$ 72,673.57	\$ 76,310.08
96	10/1/1991	\$ 72,673.57	\$ 833.39	\$ -	\$ 833.39	\$ 48.34	\$ 785.06	\$ 72,625.24	\$ 77,095.14
97	11/1/1991	\$ 72,625.24	\$ 833.39	\$ -	\$ 833.39	\$ 48.86	\$ 784.53	\$ 72,576.38	\$ 77,879.67
98	12/1/1991	\$ 72,576.38	\$ 833.39	\$ -	\$ 833.39	\$ 49.39	\$ 784.01	\$ 72,526.99	\$ 78,663.68
99	1/1/1992	\$ 72,526.99	\$ 833.39	\$ -	\$ 833.39	\$ 49.92	\$ 783.47	\$ 72,477.07	\$ 79,447.15
100	2/1/1992	\$ 72,477.07	\$ 833.39	\$ -	\$ 833.39	\$ 50.46	\$ 782.93	\$ 72,426.61	\$ 80,230.09
101	3/1/1992	\$ 72,426.61	\$ 833.39	\$ -	\$ 833.39	\$ 51.00	\$ 782.39	\$ 72,375.61	\$ 81,012.47
102	4/1/1992	\$ 72,375.61	\$ 833.39	\$ -	\$ 833.39	\$ 51.56	\$ 781.84	\$ 72,324.05	\$ 81,794.31
103	5/1/1992	\$ 72,324.05	\$ 833.39	\$ -	\$ 833.39	\$ 52.11	\$ 781.28	\$ 72,271.94	\$ 82,575.59
104	6/1/1992	\$ 72,271.94	\$ 833.39	\$ -	\$ 833.39	\$ 52.68	\$ 780.72	\$ 72,219.26	\$ 83,356.31
105	7/1/1992	\$ 72,219.26	\$ 833.39	\$ -	\$ 833.39	\$ 53.24	\$ 780.15	\$ 72,166.02	\$ 84,136.46
106	8/1/1992	\$ 72,166.02	\$ 833.39	\$ -	\$ 833.39	\$ 53.82	\$ 779.57	\$ 72,112.20	\$ 84,916.03
107	9/1/1992	\$ 72,112.20	\$ 833.39	\$ -	\$ 833.39	\$ 54.40	\$ 778.99	\$ 72,057.80	\$ 85,695.02
108	10/1/1992	\$ 72,057.80	\$ 833.39	\$ -	\$ 833.39	\$ 54.99	\$ 778.40	\$ 72,002.81	\$ 86,473.43
109	11/1/1992	\$ 72,002.81	\$ 833.39	\$ -	\$ 833.39	\$ 55.58	\$ 777.81	\$ 71,947.23	\$ 87,251.24
110	12/1/1992	\$ 71,947.23	\$ 833.39	\$ -	\$ 833.39	\$ 56.18	\$ 777.21	\$ 71,891.04	\$ 88,028.45
111	1/1/1993	\$ 71,891.04	\$ 833.39	\$ -	\$ 833.39	\$ 56.79	\$ 776.60	\$ 71,834.25	\$ 88,805.05
112	2/1/1993	\$ 71,834.25	\$ 833.39	\$ -	\$ 833.39	\$ 57.40	\$ 775.99	\$ 71,776.85	\$ 89,581.04
113	3/1/1993	\$ 71,776.85	\$ 833.39	\$ -	\$ 833.39	\$ 58.02	\$ 775.37	\$ 71,718.83	\$ 90,356.41
114	4/1/1993	\$ 71,718.83	\$ 833.39	\$ -	\$ 833.39	\$ 58.65	\$ 774.74	\$ 71,660.17	\$ 91,131.15
115	5/1/1993	\$ 71,660.17	\$ 833.39	\$ -	\$ 833.39	\$ 59.28	\$ 774.11	\$ 71,600.89	\$ 91,905.26
116	6/1/1993	\$ 71,600.89	\$ 833.39	\$ -	\$ 833.39	\$ 59.92	\$ 773.47	\$ 71,540.97	\$ 92,678.73
117	7/1/1993	\$ 71,540.97	\$ 833.39	\$ -	\$ 833.39	\$ 60.57	\$ 772.82	\$ 71,480.39	\$ 93,451.55
118	8/1/1993	\$ 71,480.39	\$ 833.39	\$ -	\$ 833.39	\$ 61.23	\$ 772.17	\$ 71,419.17	\$ 94,223.72
119	9/1/1993	\$ 71,419.17	\$ 833.39	\$ -	\$ 833.39	\$ 61.89	\$ 771.51	\$ 71,357.28	\$ 94,995.23
120	10/1/1993	\$ 71,357.28	\$ 833.39	\$ -	\$ 833.39	\$ 62.56	\$ 770.84	\$ 71,294.72	\$ 95,766.06
121	11/1/1993	\$ 71,294.72	\$ 833.39	\$ -	\$ 833.39	\$ 63.23	\$ 770.16	\$ 71,231.49	\$ 96,536.22
122	12/1/1993	\$ 71,231.49	\$ 833.39	\$ -	\$ 833.39	\$ 63.91	\$ 769.48	\$ 71,167.58	\$ 97,305.70
123	1/1/1994	\$ 71,167.58	\$ 833.39	\$ -	\$ 833.39	\$ 64.61	\$ 768.79	\$ 71,102.97	\$ 98,074.49
124	2/1/1994	\$ 71,102.97	\$ 833.39	\$ -	\$ 833.39	\$ 65.30	\$ 768.09	\$ 71,037.67	\$ 98,842.58
125	3/1/1994	\$ 71,037.67	\$ 833.39	\$ -	\$ 833.39	\$ 66.01	\$ 767.38	\$ 70,971.66	\$ 99,609.96
126	4/1/1994	\$ 70,971.66	\$ 833.39	\$ -	\$ 833.39	\$ 66.72	\$ 766.67	\$ 70,904.94	\$ 100,376.64

Pmt. No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
127	5/1/1994	\$ 70,904.94	\$ 833.39	\$ -	\$ 833.39	\$ 67.44	\$ 765.95	\$ 70,837.50	\$ 101,142.59
128	6/1/1994	\$ 70,837.50	\$ 833.39	\$ -	\$ 833.39	\$ 68.17	\$ 765.22	\$ 70,769.32	\$ 101,907.81
129	7/1/1994	\$ 70,769.32	\$ 833.39	\$ -	\$ 833.39	\$ 68.91	\$ 764.49	\$ 70,700.42	\$ 102,672.29
130	8/1/1994	\$ 70,700.42	\$ 833.39	\$ -	\$ 833.39	\$ 69.65	\$ 763.74	\$ 70,630.77	\$ 103,436.03
131	9/1/1994	\$ 70,630.77	\$ 833.39	\$ -	\$ 833.39	\$ 70.40	\$ 762.99	\$ 70,560.36	\$ 104,199.02
132	10/1/1994	\$ 70,560.36	\$ 833.39	\$ -	\$ 833.39	\$ 71.16	\$ 762.23	\$ 70,489.20	\$ 104,961.25
133	11/1/1994	\$ 70,489.20	\$ 833.39	\$ -	\$ 833.39	\$ 71.93	\$ 761.46	\$ 70,417.26	\$ 105,722.71
134	12/1/1994	\$ 70,417.26	\$ 833.39	\$ -	\$ 833.39	\$ 72.71	\$ 760.68	\$ 70,344.55	\$ 106,483.39
135	1/1/1995	\$ 70,344.55	\$ 833.39	\$ -	\$ 833.39	\$ 73.50	\$ 759.90	\$ 70,271.06	\$ 107,243.29
136	2/1/1995	\$ 70,271.06	\$ 833.39	\$ -	\$ 833.39	\$ 74.29	\$ 759.10	\$ 70,196.77	\$ 108,002.39
137	3/1/1995	\$ 70,196.77	\$ 833.39	\$ -	\$ 833.39	\$ 75.09	\$ 758.30	\$ 70,121.67	\$ 108,760.69
138	4/1/1995	\$ 70,121.67	\$ 833.39	\$ -	\$ 833.39	\$ 75.90	\$ 757.49	\$ 70,045.77	\$ 109,518.18
139	5/1/1995	\$ 70,045.77	\$ 833.39	\$ -	\$ 833.39	\$ 76.72	\$ 756.67	\$ 69,969.05	\$ 110,274.85
140	6/1/1995	\$ 69,969.05	\$ 833.39	\$ -	\$ 833.39	\$ 77.55	\$ 755.84	\$ 69,891.49	\$ 111,030.69
141	7/1/1995	\$ 69,891.49	\$ 833.39	\$ -	\$ 833.39	\$ 78.39	\$ 755.00	\$ 69,813.10	\$ 111,785.70
142	8/1/1995	\$ 69,813.10	\$ 833.39	\$ -	\$ 833.39	\$ 79.24	\$ 754.16	\$ 69,733.87	\$ 112,539.85
143	9/1/1995	\$ 69,733.87	\$ 833.39	\$ -	\$ 833.39	\$ 80.09	\$ 753.30	\$ 69,653.77	\$ 113,293.15
144	10/1/1995	\$ 69,653.77	\$ 833.39	\$ -	\$ 833.39	\$ 80.96	\$ 752.43	\$ 69,572.81	\$ 114,045.59
145	11/1/1995	\$ 69,572.81	\$ 833.39	\$ -	\$ 833.39	\$ 81.83	\$ 751.56	\$ 69,490.98	\$ 114,797.15
146	12/1/1995	\$ 69,490.98	\$ 833.39	\$ -	\$ 833.39	\$ 82.72	\$ 750.68	\$ 69,408.26	\$ 115,547.82
147	1/1/1996	\$ 69,408.26	\$ 833.39	\$ -	\$ 833.39	\$ 83.61	\$ 749.78	\$ 69,324.65	\$ 116,297.61
148	2/1/1996	\$ 69,324.65	\$ 833.39	\$ -	\$ 833.39	\$ 84.51	\$ 748.88	\$ 69,240.14	\$ 117,046.49
149	3/1/1996	\$ 69,240.14	\$ 833.39	\$ -	\$ 833.39	\$ 85.43	\$ 747.97	\$ 69,154.71	\$ 117,794.45
150	4/1/1996	\$ 69,154.71	\$ 833.39	\$ -	\$ 833.39	\$ 86.35	\$ 747.04	\$ 69,068.36	\$ 118,541.50
151	5/1/1996	\$ 69,068.36	\$ 833.39	\$ -	\$ 833.39	\$ 87.28	\$ 746.11	\$ 68,981.08	\$ 119,287.61
152	6/1/1996	\$ 68,981.08	\$ 833.39	\$ -	\$ 833.39	\$ 88.23	\$ 745.17	\$ 68,892.86	\$ 120,032.78
153	7/1/1996	\$ 68,892.86	\$ 833.39	\$ -	\$ 833.39	\$ 89.18	\$ 744.22	\$ 68,803.68	\$ 120,776.99
154	8/1/1996	\$ 68,803.68	\$ 833.39	\$ -	\$ 833.39	\$ 90.14	\$ 743.25	\$ 68,713.54	\$ 121,520.24
155	9/1/1996	\$ 68,713.54	\$ 833.39	\$ -	\$ 833.39	\$ 91.12	\$ 742.28	\$ 68,622.42	\$ 122,262.52
156	10/1/1996	\$ 68,622.42	\$ 833.39	\$ -	\$ 833.39	\$ 92.10	\$ 741.29	\$ 68,530.32	\$ 123,003.81
157	11/1/1996	\$ 68,530.32	\$ 833.39	\$ -	\$ 833.39	\$ 93.09	\$ 740.30	\$ 68,437.23	\$ 123,744.11
158	12/1/1996	\$ 68,437.23	\$ 833.39	\$ -	\$ 833.39	\$ 94.10	\$ 739.29	\$ 68,343.13	\$ 124,483.41
159	1/1/1997	\$ 68,343.13	\$ 833.39	\$ -	\$ 833.39	\$ 95.12	\$ 738.28	\$ 68,248.01	\$ 125,221.68
160	2/1/1997	\$ 68,248.01	\$ 833.39	\$ -	\$ 833.39	\$ 96.14	\$ 737.25	\$ 68,151.87	\$ 125,958.93
161	3/1/1997	\$ 68,151.87	\$ 833.39	\$ -	\$ 833.39	\$ 97.18	\$ 736.21	\$ 68,054.69	\$ 126,695.14
162	4/1/1997	\$ 68,054.69	\$ 833.39	\$ -	\$ 833.39	\$ 98.23	\$ 735.16	\$ 67,956.45	\$ 127,430.30
163	5/1/1997	\$ 67,956.45	\$ 833.39	\$ -	\$ 833.39	\$ 99.29	\$ 734.10	\$ 67,857.16	\$ 128,164.40
164	6/1/1997	\$ 67,857.16	\$ 833.39	\$ -	\$ 833.39	\$ 100.37	\$ 733.03	\$ 67,756.79	\$ 128,897.43
165	7/1/1997	\$ 67,756.79	\$ 833.39	\$ -	\$ 833.39	\$ 101.45	\$ 731.94	\$ 67,655.34	\$ 129,629.37
166	8/1/1997	\$ 67,655.34	\$ 833.39	\$ -	\$ 833.39	\$ 102.55	\$ 730.85	\$ 67,552.80	\$ 130,360.22
167	9/1/1997	\$ 67,552.80	\$ 833.39	\$ -	\$ 833.39	\$ 103.65	\$ 729.74	\$ 67,449.14	\$ 131,089.96
168	10/1/1997	\$ 67,449.14	\$ 833.39	\$ -	\$ 833.39	\$ 104.77	\$ 728.62	\$ 67,344.37	\$ 131,818.58
169	11/1/1997	\$ 67,344.37	\$ 833.39	\$ -	\$ 833.39	\$ 105.91	\$ 727.49	\$ 67,238.46	\$ 132,546.07
170	12/1/1997	\$ 67,238.46	\$ 833.39	\$ -	\$ 833.39	\$ 107.05	\$ 726.34	\$ 67,131.41	\$ 133,272.41
171	1/1/1998	\$ 67,131.41	\$ 833.39	\$ -	\$ 833.39	\$ 108.21	\$ 725.19	\$ 67,023.21	\$ 133,997.60
172	2/1/1998	\$ 67,023.21	\$ 833.39	\$ -	\$ 833.39	\$ 109.37	\$ 724.02	\$ 66,913.83	\$ 134,721.62
173	3/1/1998	\$ 66,913.83	\$ 833.39	\$ -	\$ 833.39	\$ 110.56	\$ 722.84	\$ 66,803.28	\$ 135,444.45

Pmt. No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
174	4/1/1998	\$ 66,803.28	\$ 833.39	\$ -	\$ 833.39	\$ 111.75	\$ 721.64	\$ 66,691.53	\$ 136,166.09
175	5/1/1998	\$ 66,691.53	\$ 833.39	\$ -	\$ 833.39	\$ 112.96	\$ 720.44	\$ 66,578.57	\$ 136,886.53
176	6/1/1998	\$ 66,578.57	\$ 833.39	\$ -	\$ 833.39	\$ 114.18	\$ 719.21	\$ 66,464.39	\$ 137,605.74
177	7/1/1998	\$ 66,464.39	\$ 833.39	\$ -	\$ 833.39	\$ 115.41	\$ 717.98	\$ 66,348.98	\$ 138,323.73
178	8/1/1998	\$ 66,348.98	\$ 833.39	\$ -	\$ 833.39	\$ 116.66	\$ 716.73	\$ 66,232.32	\$ 139,040.46
179	9/1/1998	\$ 66,232.32	\$ 833.39	\$ -	\$ 833.39	\$ 117.92	\$ 715.47	\$ 66,114.40	\$ 139,755.94
180	10/1/1998	\$ 66,114.40	\$ 833.39	\$ -	\$ 833.39	\$ 119.19	\$ 714.20	\$ 65,995.21	\$ 140,470.14
181	11/1/1998	\$ 65,995.21	\$ 833.39	\$ -	\$ 833.39	\$ 120.48	\$ 712.91	\$ 65,874.73	\$ 141,183.05
182	12/1/1998	\$ 65,874.73	\$ 833.39	\$ -	\$ 833.39	\$ 121.78	\$ 711.61	\$ 65,752.95	\$ 141,894.66
183	1/1/1999	\$ 65,752.95	\$ 833.39	\$ -	\$ 833.39	\$ 123.10	\$ 710.30	\$ 65,629.85	\$ 142,604.96
184	2/1/1999	\$ 65,629.85	\$ 833.39	\$ -	\$ 833.39	\$ 124.43	\$ 708.97	\$ 65,505.42	\$ 143,313.92
185	3/1/1999	\$ 65,505.42	\$ 833.39	\$ -	\$ 833.39	\$ 125.77	\$ 707.62	\$ 65,379.65	\$ 144,021.55
186	4/1/1999	\$ 65,379.65	\$ 833.39	\$ -	\$ 833.39	\$ 127.13	\$ 706.26	\$ 65,252.52	\$ 144,727.81
187	5/1/1999	\$ 65,252.52	\$ 833.39	\$ -	\$ 833.39	\$ 128.50	\$ 704.89	\$ 65,124.02	\$ 145,432.70
188	6/1/1999	\$ 65,124.02	\$ 833.39	\$ -	\$ 833.39	\$ 129.89	\$ 703.50	\$ 64,994.13	\$ 146,136.20
189	7/1/1999	\$ 64,994.13	\$ 833.39	\$ -	\$ 833.39	\$ 131.29	\$ 702.10	\$ 64,862.84	\$ 146,838.30
190	8/1/1999	\$ 64,862.84	\$ 833.39	\$ -	\$ 833.39	\$ 132.71	\$ 700.68	\$ 64,730.12	\$ 147,538.98
191	9/1/1999	\$ 64,730.12	\$ 833.39	\$ -	\$ 833.39	\$ 134.15	\$ 699.25	\$ 64,595.98	\$ 148,238.23
192	10/1/1999	\$ 64,595.98	\$ 833.39	\$ -	\$ 833.39	\$ 135.60	\$ 697.80	\$ 64,460.38	\$ 148,936.03
193	11/1/1999	\$ 64,460.38	\$ 833.39	\$ -	\$ 833.39	\$ 137.06	\$ 696.33	\$ 64,323.32	\$ 149,632.36
194	12/1/1999	\$ 64,323.32	\$ 833.39	\$ -	\$ 833.39	\$ 138.54	\$ 694.85	\$ 64,184.78	\$ 150,327.21
195	1/1/2000	\$ 64,184.78	\$ 833.39	\$ -	\$ 833.39	\$ 140.04	\$ 693.36	\$ 64,044.75	\$ 151,020.57
196	2/1/2000	\$ 64,044.75	\$ 833.39	\$ -	\$ 833.39	\$ 141.55	\$ 691.84	\$ 63,903.20	\$ 151,712.41
197	3/1/2000	\$ 63,903.20	\$ 833.39	\$ -	\$ 833.39	\$ 143.08	\$ 690.31	\$ 63,760.12	\$ 152,402.73
198	4/1/2000	\$ 63,760.12	\$ 833.39	\$ -	\$ 833.39	\$ 144.62	\$ 688.77	\$ 63,615.49	\$ 153,091.50
199	5/1/2000	\$ 63,615.49	\$ 833.39	\$ -	\$ 833.39	\$ 146.19	\$ 687.21	\$ 63,469.31	\$ 153,778.70
200	6/1/2000	\$ 63,469.31	\$ 833.39	\$ -	\$ 833.39	\$ 147.77	\$ 685.63	\$ 63,321.54	\$ 154,464.33
201	7/1/2000	\$ 63,321.54	\$ 833.39	\$ -	\$ 833.39	\$ 149.36	\$ 684.03	\$ 63,172.18	\$ 155,148.36
202	8/1/2000	\$ 63,172.18	\$ 833.39	\$ -	\$ 833.39	\$ 150.98	\$ 682.42	\$ 63,021.20	\$ 155,830.78
203	9/1/2000	\$ 63,021.20	\$ 833.39	\$ -	\$ 833.39	\$ 152.61	\$ 680.79	\$ 62,868.60	\$ 156,511.56
204	10/1/2000	\$ 62,868.60	\$ 833.39	\$ -	\$ 833.39	\$ 154.26	\$ 679.14	\$ 62,714.34	\$ 157,190.70
205	11/1/2000	\$ 62,714.34	\$ 833.39	\$ -	\$ 833.39	\$ 155.92	\$ 677.47	\$ 62,558.42	\$ 157,868.17
206	12/1/2000	\$ 62,558.42	\$ 833.39	\$ -	\$ 833.39	\$ 157.61	\$ 675.79	\$ 62,400.81	\$ 158,543.96
207	1/1/2001	\$ 62,400.81	\$ 833.39	\$ -	\$ 833.39	\$ 159.31	\$ 674.08	\$ 62,241.50	\$ 159,218.05
208	2/1/2001	\$ 62,241.50	\$ 833.39	\$ -	\$ 833.39	\$ 161.03	\$ 672.36	\$ 62,080.48	\$ 159,890.41
209	3/1/2001	\$ 62,080.48	\$ 833.39	\$ -	\$ 833.39	\$ 162.77	\$ 670.62	\$ 61,917.71	\$ 160,561.03
210	4/1/2001	\$ 61,917.71	\$ 833.39	\$ -	\$ 833.39	\$ 164.53	\$ 668.87	\$ 61,753.18	\$ 161,229.90
211	5/1/2001	\$ 61,753.18	\$ 833.39	\$ -	\$ 833.39	\$ 166.30	\$ 667.09	\$ 61,586.87	\$ 161,896.99
212	6/1/2001	\$ 61,586.87	\$ 833.39	\$ -	\$ 833.39	\$ 168.10	\$ 665.29	\$ 61,418.77	\$ 162,562.28
213	7/1/2001	\$ 61,418.77	\$ 833.39	\$ -	\$ 833.39	\$ 169.92	\$ 663.48	\$ 61,248.86	\$ 163,225.76
214	8/1/2001	\$ 61,248.86	\$ 833.39	\$ -	\$ 833.39	\$ 171.75	\$ 661.64	\$ 61,077.10	\$ 163,887.40
215	9/1/2001	\$ 61,077.10	\$ 833.39	\$ -	\$ 833.39	\$ 173.61	\$ 659.79	\$ 60,903.50	\$ 164,547.18
216	10/1/2001	\$ 60,903.50	\$ 833.39	\$ -	\$ 833.39	\$ 175.48	\$ 657.91	\$ 60,728.01	\$ 165,205.09
217	11/1/2001	\$ 60,728.01	\$ 833.39	\$ -	\$ 833.39	\$ 177.38	\$ 656.01	\$ 60,550.64	\$ 165,861.11
218	12/1/2001	\$ 60,550.64	\$ 833.39	\$ -	\$ 833.39	\$ 179.29	\$ 654.10	\$ 60,371.34	\$ 166,515.21
219	1/1/2002	\$ 60,371.34	\$ 833.39	\$ -	\$ 833.39	\$ 181.23	\$ 652.16	\$ 60,190.11	\$ 167,167.37
220	2/1/2002	\$ 60,190.11	\$ 833.39	\$ -	\$ 833.39	\$ 183.19	\$ 650.20	\$ 60,006.92	\$ 167,817.57

Pmt. No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
221	3/1/2002	\$ 60,006.92	\$ 833.39	\$ -	\$ 833.39	\$ 185.17	\$ 648.22	\$ 59,821.75	\$ 168,465.80
222	4/1/2002	\$ 59,821.75	\$ 833.39	\$ -	\$ 833.39	\$ 187.17	\$ 646.22	\$ 59,634.58	\$ 169,112.02
223	5/1/2002	\$ 59,634.58	\$ 833.39	\$ -	\$ 833.39	\$ 189.19	\$ 644.20	\$ 59,445.39	\$ 169,756.22
224	6/1/2002	\$ 59,445.39	\$ 833.39	\$ -	\$ 833.39	\$ 191.23	\$ 642.16	\$ 59,254.16	\$ 170,398.38
225	7/1/2002	\$ 59,254.16	\$ 833.39	\$ -	\$ 833.39	\$ 193.30	\$ 640.09	\$ 59,060.86	\$ 171,038.48
226	8/1/2002	\$ 59,060.86	\$ 833.39	\$ -	\$ 833.39	\$ 195.39	\$ 638.00	\$ 58,865.47	\$ 171,676.48
227	9/1/2002	\$ 58,865.47	\$ 833.39	\$ -	\$ 833.39	\$ 197.50	\$ 635.89	\$ 58,667.97	\$ 172,312.37
228	10/1/2002	\$ 58,667.97	\$ 833.39	\$ -	\$ 833.39	\$ 199.63	\$ 633.76	\$ 58,468.34	\$ 172,946.14
229	11/1/2002	\$ 58,468.34	\$ 833.39	\$ -	\$ 833.39	\$ 201.79	\$ 631.60	\$ 58,266.55	\$ 173,577.74
230	12/1/2002	\$ 58,266.55	\$ 833.39	\$ -	\$ 833.39	\$ 203.97	\$ 629.42	\$ 58,062.58	\$ 174,207.16
231	1/1/2003	\$ 58,062.58	\$ 833.39	\$ -	\$ 833.39	\$ 206.17	\$ 627.22	\$ 57,856.41	\$ 174,834.38
232	2/1/2003	\$ 57,856.41	\$ 833.39	\$ -	\$ 833.39	\$ 208.40	\$ 624.99	\$ 57,648.01	\$ 175,459.38
233	3/1/2003	\$ 57,648.01	\$ 833.39	\$ -	\$ 833.39	\$ 210.65	\$ 622.74	\$ 57,437.36	\$ 176,082.12
234	4/1/2003	\$ 57,437.36	\$ 833.39	\$ -	\$ 833.39	\$ 212.93	\$ 620.47	\$ 57,224.43	\$ 176,702.59
235	5/1/2003	\$ 57,224.43	\$ 833.39	\$ -	\$ 833.39	\$ 215.23	\$ 618.17	\$ 57,009.21	\$ 177,320.76
236	6/1/2003	\$ 57,009.21	\$ 833.39	\$ -	\$ 833.39	\$ 217.55	\$ 615.84	\$ 56,791.65	\$ 177,936.60
237	7/1/2003	\$ 56,791.65	\$ 833.39	\$ -	\$ 833.39	\$ 219.90	\$ 613.49	\$ 56,571.75	\$ 178,550.09
238	8/1/2003	\$ 56,571.75	\$ 833.39	\$ -	\$ 833.39	\$ 222.28	\$ 611.12	\$ 56,349.48	\$ 179,161.21
239	9/1/2003	\$ 56,349.48	\$ 833.39	\$ -	\$ 833.39	\$ 224.68	\$ 608.72	\$ 56,124.80	\$ 179,769.92
240	10/1/2003	\$ 56,124.80	\$ 833.39	\$ -	\$ 833.39	\$ 227.11	\$ 606.29	\$ 55,897.69	\$ 180,376.21
241	11/1/2003	\$ 55,897.69	\$ 833.39	\$ -	\$ 833.39	\$ 229.56	\$ 603.83	\$ 55,668.13	\$ 180,980.04
242	12/1/2003	\$ 55,668.13	\$ 833.39	\$ -	\$ 833.39	\$ 232.04	\$ 601.36	\$ 55,436.10	\$ 181,581.40
243	1/1/2004	\$ 55,436.10	\$ 833.39	\$ -	\$ 833.39	\$ 234.54	\$ 598.85	\$ 55,201.55	\$ 182,180.25
244	2/1/2004	\$ 55,201.55	\$ 833.39	\$ -	\$ 833.39	\$ 237.08	\$ 596.31	\$ 54,964.47	\$ 182,776.56
245	3/1/2004	\$ 54,964.47	\$ 833.39	\$ -	\$ 833.39	\$ 239.64	\$ 593.75	\$ 54,724.83	\$ 183,370.32
246	4/1/2004	\$ 54,724.83	\$ 833.39	\$ -	\$ 833.39	\$ 242.23	\$ 591.17	\$ 54,482.61	\$ 183,961.48
247	5/1/2004	\$ 54,482.61	\$ 833.39	\$ -	\$ 833.39	\$ 244.84	\$ 588.55	\$ 54,237.76	\$ 184,550.03
248	6/1/2004	\$ 54,237.76	\$ 833.39	\$ -	\$ 833.39	\$ 247.49	\$ 585.90	\$ 53,990.27	\$ 185,135.93
249	7/1/2004	\$ 53,990.27	\$ 833.39	\$ -	\$ 833.39	\$ 250.16	\$ 583.23	\$ 53,740.11	\$ 185,719.16
250	8/1/2004	\$ 53,740.11	\$ 833.39	\$ -	\$ 833.39	\$ 252.87	\$ 580.53	\$ 53,487.24	\$ 186,299.69
251	9/1/2004	\$ 53,487.24	\$ 833.39	\$ -	\$ 833.39	\$ 255.60	\$ 577.80	\$ 53,231.65	\$ 186,877.49
252	10/1/2004	\$ 53,231.65	\$ 833.39	\$ -	\$ 833.39	\$ 258.36	\$ 575.03	\$ 52,973.29	\$ 187,452.52
253	11/1/2004	\$ 52,973.29	\$ 833.39	\$ -	\$ 833.39	\$ 261.15	\$ 572.24	\$ 52,712.14	\$ 188,024.76
254	12/1/2004	\$ 52,712.14	\$ 833.39	\$ -	\$ 833.39	\$ 263.97	\$ 569.42	\$ 52,448.17	\$ 188,594.19
255	1/1/2005	\$ 52,448.17	\$ 833.39	\$ -	\$ 833.39	\$ 266.82	\$ 566.57	\$ 52,181.35	\$ 189,160.76
256	2/1/2005	\$ 52,181.35	\$ 833.39	\$ -	\$ 833.39	\$ 269.70	\$ 563.69	\$ 51,911.64	\$ 189,724.45
257	3/1/2005	\$ 51,911.64	\$ 833.39	\$ -	\$ 833.39	\$ 272.62	\$ 560.78	\$ 51,639.02	\$ 190,285.22
258	4/1/2005	\$ 51,639.02	\$ 833.39	\$ -	\$ 833.39	\$ 275.56	\$ 557.83	\$ 51,363.46	\$ 190,843.05
259	5/1/2005	\$ 51,363.46	\$ 833.39	\$ -	\$ 833.39	\$ 278.54	\$ 554.85	\$ 51,084.92	\$ 191,397.91
260	6/1/2005	\$ 51,084.92	\$ 833.39	\$ -	\$ 833.39	\$ 281.55	\$ 551.84	\$ 50,803.37	\$ 191,949.75
261	7/1/2005	\$ 50,803.37	\$ 833.39	\$ -	\$ 833.39	\$ 284.59	\$ 548.80	\$ 50,518.78	\$ 192,498.56
262	8/1/2005	\$ 50,518.78	\$ 833.39	\$ -	\$ 833.39	\$ 287.66	\$ 545.73	\$ 50,231.12	\$ 193,044.28
263	9/1/2005	\$ 50,231.12	\$ 833.39	\$ -	\$ 833.39	\$ 290.77	\$ 542.62	\$ 49,940.35	\$ 193,586.91
264	10/1/2005	\$ 49,940.35	\$ 833.39	\$ -	\$ 833.39	\$ 293.91	\$ 539.48	\$ 49,646.44	\$ 194,126.39
265	11/1/2005	\$ 49,646.44	\$ 833.39	\$ -	\$ 833.39	\$ 297.09	\$ 536.31	\$ 49,349.35	\$ 194,662.69
266	12/1/2005	\$ 49,349.35	\$ 833.39	\$ -	\$ 833.39	\$ 300.30	\$ 533.10	\$ 49,049.05	\$ 195,195.79
267	1/1/2006	\$ 49,049.05	\$ 833.39	\$ -	\$ 833.39	\$ 303.54	\$ 529.85	\$ 48,745.51	\$ 195,725.64

Pmt. No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
268	2/1/2006	\$ 48,745.51	\$ 833.39	\$ -	\$ 833.39	\$ 306.82	\$ 526.57	\$ 48,438.69	\$ 196,252.21
269	3/1/2006	\$ 48,438.69	\$ 833.39	\$ -	\$ 833.39	\$ 310.13	\$ 523.26	\$ 48,128.56	\$ 196,775.47
270	4/1/2006	\$ 48,128.56	\$ 833.39	\$ -	\$ 833.39	\$ 313.48	\$ 519.91	\$ 47,815.07	\$ 197,295.38
271	5/1/2006	\$ 47,815.07	\$ 833.39	\$ -	\$ 833.39	\$ 316.87	\$ 516.52	\$ 47,498.20	\$ 197,811.90
272	6/1/2006	\$ 47,498.20	\$ 833.39	\$ -	\$ 833.39	\$ 320.29	\$ 513.10	\$ 47,177.91	\$ 198,325.00
273	7/1/2006	\$ 47,177.91	\$ 833.39	\$ -	\$ 833.39	\$ 323.75	\$ 509.64	\$ 46,854.15	\$ 198,834.64
274	8/1/2006	\$ 46,854.15	\$ 833.39	\$ -	\$ 833.39	\$ 327.25	\$ 506.14	\$ 46,526.90	\$ 199,340.79
275	9/1/2006	\$ 46,526.90	\$ 833.39	\$ -	\$ 833.39	\$ 330.79	\$ 502.61	\$ 46,196.12	\$ 199,843.39
276	10/1/2006	\$ 46,196.12	\$ 833.39	\$ -	\$ 833.39	\$ 334.36	\$ 499.03	\$ 45,861.76	\$ 200,342.43
277	11/1/2006	\$ 45,861.76	\$ 833.39	\$ -	\$ 833.39	\$ 337.97	\$ 495.42	\$ 45,523.79	\$ 200,837.85
278	12/1/2006	\$ 45,523.79	\$ 833.39	\$ -	\$ 833.39	\$ 341.62	\$ 491.77	\$ 45,182.16	\$ 201,329.62
279	1/1/2007	\$ 45,182.16	\$ 833.39	\$ -	\$ 833.39	\$ 345.31	\$ 488.08	\$ 44,836.85	\$ 201,817.70
280	2/1/2007	\$ 44,836.85	\$ 833.39	\$ -	\$ 833.39	\$ 349.04	\$ 484.35	\$ 44,487.81	\$ 202,302.05
281	3/1/2007	\$ 44,487.81	\$ 833.39	\$ -	\$ 833.39	\$ 352.81	\$ 480.58	\$ 44,134.99	\$ 202,782.63
282	4/1/2007	\$ 44,134.99	\$ 833.39	\$ -	\$ 833.39	\$ 356.62	\$ 476.77	\$ 43,778.37	\$ 203,259.40
283	5/1/2007	\$ 43,778.37	\$ 833.39	\$ -	\$ 833.39	\$ 360.48	\$ 472.92	\$ 43,417.89	\$ 203,732.31
284	6/1/2007	\$ 43,417.89	\$ 833.39	\$ -	\$ 833.39	\$ 364.37	\$ 469.02	\$ 43,053.52	\$ 204,201.33
285	7/1/2007	\$ 43,053.52	\$ 833.39	\$ -	\$ 833.39	\$ 368.31	\$ 465.09	\$ 42,685.21	\$ 204,666.42
286	8/1/2007	\$ 42,685.21	\$ 833.39	\$ -	\$ 833.39	\$ 372.29	\$ 461.11	\$ 42,312.93	\$ 205,127.53
287	9/1/2007	\$ 42,312.93	\$ 833.39	\$ -	\$ 833.39	\$ 376.31	\$ 457.09	\$ 41,936.62	\$ 205,584.61
288	10/1/2007	\$ 41,936.62	\$ 833.39	\$ -	\$ 833.39	\$ 380.37	\$ 453.02	\$ 41,556.25	\$ 206,037.63
289	11/1/2007	\$ 41,556.25	\$ 833.39	\$ -	\$ 833.39	\$ 384.48	\$ 448.91	\$ 41,171.76	\$ 206,486.54
290	12/1/2007	\$ 41,171.76	\$ 833.39	\$ -	\$ 833.39	\$ 388.64	\$ 444.76	\$ 40,783.13	\$ 206,931.30
291	1/1/2008	\$ 40,783.13	\$ 833.39	\$ -	\$ 833.39	\$ 392.83	\$ 440.56	\$ 40,390.30	\$ 207,371.86
292	2/1/2008	\$ 40,390.30	\$ 833.39	\$ -	\$ 833.39	\$ 397.08	\$ 436.32	\$ 39,993.22	\$ 207,808.18
293	3/1/2008	\$ 39,993.22	\$ 833.39	\$ -	\$ 833.39	\$ 401.37	\$ 432.03	\$ 39,591.85	\$ 208,240.20
294	4/1/2008	\$ 39,591.85	\$ 833.39	\$ -	\$ 833.39	\$ 405.70	\$ 427.69	\$ 39,186.15	\$ 208,667.90
295	5/1/2008	\$ 39,186.15	\$ 833.39	\$ -	\$ 833.39	\$ 410.08	\$ 423.31	\$ 38,776.06	\$ 209,091.20
296	6/1/2008	\$ 38,776.06	\$ 833.39	\$ -	\$ 833.39	\$ 414.51	\$ 418.88	\$ 38,361.55	\$ 209,510.08
297	7/1/2008	\$ 38,361.55	\$ 833.39	\$ -	\$ 833.39	\$ 418.99	\$ 414.40	\$ 37,942.56	\$ 209,924.48
298	8/1/2008	\$ 37,942.56	\$ 833.39	\$ -	\$ 833.39	\$ 423.52	\$ 409.87	\$ 37,519.04	\$ 210,334.36
299	9/1/2008	\$ 37,519.04	\$ 833.39	\$ -	\$ 833.39	\$ 428.09	\$ 405.30	\$ 37,090.95	\$ 210,739.66
300	10/1/2008	\$ 37,090.95	\$ 833.39	\$ -	\$ 833.39	\$ 432.72	\$ 400.67	\$ 36,658.23	\$ 211,140.33
301	11/1/2008	\$ 36,658.23	\$ 833.39	\$ -	\$ 833.39	\$ 437.39	\$ 396.00	\$ 36,220.83	\$ 211,536.33
302	12/1/2008	\$ 36,220.83	\$ 833.39	\$ -	\$ 833.39	\$ 442.12	\$ 391.28	\$ 35,778.72	\$ 211,927.61
303	1/1/2009	\$ 35,778.72	\$ 833.39	\$ -	\$ 833.39	\$ 446.89	\$ 386.50	\$ 35,331.82	\$ 212,314.11
304	2/1/2009	\$ 35,331.82	\$ 833.39	\$ -	\$ 833.39	\$ 451.72	\$ 381.67	\$ 34,880.10	\$ 212,695.78
305	3/1/2009	\$ 34,880.10	\$ 833.39	\$ -	\$ 833.39	\$ 456.60	\$ 376.79	\$ 34,423.50	\$ 213,072.57
306	4/1/2009	\$ 34,423.50	\$ 833.39	\$ -	\$ 833.39	\$ 461.53	\$ 371.86	\$ 33,961.97	\$ 213,444.43
307	5/1/2009	\$ 33,961.97	\$ 833.39	\$ -	\$ 833.39	\$ 466.52	\$ 366.87	\$ 33,495.45	\$ 213,811.31
308	6/1/2009	\$ 33,495.45	\$ 833.39	\$ -	\$ 833.39	\$ 471.56	\$ 361.83	\$ 33,023.89	\$ 214,173.14
309	7/1/2009	\$ 33,023.89	\$ 833.39	\$ -	\$ 833.39	\$ 476.65	\$ 356.74	\$ 32,547.24	\$ 214,529.88
310	8/1/2009	\$ 32,547.24	\$ 833.39	\$ -	\$ 833.39	\$ 481.80	\$ 351.59	\$ 32,065.44	\$ 214,881.47
311	9/1/2009	\$ 32,065.44	\$ 833.39	\$ -	\$ 833.39	\$ 487.01	\$ 346.39	\$ 31,578.43	\$ 215,227.86
312	10/1/2009	\$ 31,578.43	\$ 833.39	\$ -	\$ 833.39	\$ 492.27	\$ 341.13	\$ 31,086.16	\$ 215,568.99
313	11/1/2009	\$ 31,086.16	\$ 833.39	\$ -	\$ 833.39	\$ 497.58	\$ 335.81	\$ 30,588.58	\$ 215,904.79
314	12/1/2009	\$ 30,588.58	\$ 833.39	\$ -	\$ 833.39	\$ 502.96	\$ 330.43	\$ 30,085.62	\$ 216,235.23

Pmt. No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
315	1/1/2010	\$ 30,085.62	\$ 833.39	\$ -	\$ 833.39	\$ 508.39	\$ 325.00	\$ 29,577.22	\$ 216,560.23
316	2/1/2010	\$ 29,577.22	\$ 833.39	\$ -	\$ 833.39	\$ 513.89	\$ 319.51	\$ 29,063.34	\$ 216,879.73
317	3/1/2010	\$ 29,063.34	\$ 833.39	\$ -	\$ 833.39	\$ 519.44	\$ 313.96	\$ 28,543.90	\$ 217,193.69
318	4/1/2010	\$ 28,543.90	\$ 833.39	\$ -	\$ 833.39	\$ 525.05	\$ 308.35	\$ 28,018.86	\$ 217,502.04
319	5/1/2010	\$ 28,018.86	\$ 833.39	\$ -	\$ 833.39	\$ 530.72	\$ 302.67	\$ 27,488.14	\$ 217,804.71
320	6/1/2010	\$ 27,488.14	\$ 833.39	\$ -	\$ 833.39	\$ 536.45	\$ 296.94	\$ 26,951.68	\$ 218,101.65
321	7/1/2010	\$ 26,951.68	\$ 833.39	\$ -	\$ 833.39	\$ 542.25	\$ 291.15	\$ 26,409.44	\$ 218,392.80
322	8/1/2010	\$ 26,409.44	\$ 833.39	\$ -	\$ 833.39	\$ 548.11	\$ 285.29	\$ 25,861.33	\$ 218,678.08
323	9/1/2010	\$ 25,861.33	\$ 833.39	\$ -	\$ 833.39	\$ 554.03	\$ 279.37	\$ 25,307.30	\$ 218,957.45
324	10/1/2010	\$ 25,307.30	\$ 833.39	\$ -	\$ 833.39	\$ 560.01	\$ 273.38	\$ 24,747.29	\$ 219,230.83
325	11/1/2010	\$ 24,747.29	\$ 833.39	\$ -	\$ 833.39	\$ 566.06	\$ 267.33	\$ 24,181.23	\$ 219,498.17
326	12/1/2010	\$ 24,181.23	\$ 833.39	\$ -	\$ 833.39	\$ 572.18	\$ 261.22	\$ 23,609.06	\$ 219,759.38
327	1/1/2011	\$ 23,609.06	\$ 833.39	\$ -	\$ 833.39	\$ 578.36	\$ 255.04	\$ 23,030.70	\$ 220,014.42
328	2/1/2011	\$ 23,030.70	\$ 833.39	\$ -	\$ 833.39	\$ 584.60	\$ 248.79	\$ 22,446.10	\$ 220,263.21
329	3/1/2011	\$ 22,446.10	\$ 833.39	\$ -	\$ 833.39	\$ 590.92	\$ 242.47	\$ 21,855.18	\$ 220,505.68
330	4/1/2011	\$ 21,855.18	\$ 833.39	\$ -	\$ 833.39	\$ 597.30	\$ 236.09	\$ 21,257.88	\$ 220,741.77
331	5/1/2011	\$ 21,257.88	\$ 833.39	\$ -	\$ 833.39	\$ 603.75	\$ 229.64	\$ 20,654.12	\$ 220,971.41
332	6/1/2011	\$ 20,654.12	\$ 833.39	\$ -	\$ 833.39	\$ 610.28	\$ 223.12	\$ 20,043.84	\$ 221,194.53
333	7/1/2011	\$ 20,043.84	\$ 833.39	\$ -	\$ 833.39	\$ 616.87	\$ 216.52	\$ 19,426.97	\$ 221,411.05
334	8/1/2011	\$ 19,426.97	\$ 833.39	\$ -	\$ 833.39	\$ 623.53	\$ 209.86	\$ 18,803.44	\$ 221,620.91
335	9/1/2011	\$ 18,803.44	\$ 833.39	\$ -	\$ 833.39	\$ 630.27	\$ 203.12	\$ 18,173.17	\$ 221,824.04
336	10/1/2011	\$ 18,173.17	\$ 833.39	\$ -	\$ 833.39	\$ 637.08	\$ 196.32	\$ 17,536.09	\$ 222,020.35
337	11/1/2011	\$ 17,536.09	\$ 833.39	\$ -	\$ 833.39	\$ 643.96	\$ 189.43	\$ 16,892.13	\$ 222,209.79
338	12/1/2011	\$ 16,892.13	\$ 833.39	\$ -	\$ 833.39	\$ 650.92	\$ 182.48	\$ 16,241.22	\$ 222,392.26
339	1/1/2012	\$ 16,241.22	\$ 833.39	\$ -	\$ 833.39	\$ 657.95	\$ 175.45	\$ 15,583.27	\$ 222,567.71
340	2/1/2012	\$ 15,583.27	\$ 833.39	\$ -	\$ 833.39	\$ 665.05	\$ 168.34	\$ 14,918.22	\$ 222,736.05
341	3/1/2012	\$ 14,918.22	\$ 833.39	\$ -	\$ 833.39	\$ 672.24	\$ 161.15	\$ 14,245.98	\$ 222,897.20
342	4/1/2012	\$ 14,245.98	\$ 833.39	\$ -	\$ 833.39	\$ 679.50	\$ 153.89	\$ 13,566.48	\$ 223,051.09
343	5/1/2012	\$ 13,566.48	\$ 833.39	\$ -	\$ 833.39	\$ 686.84	\$ 146.55	\$ 12,879.64	\$ 223,197.65
344	6/1/2012	\$ 12,879.64	\$ 833.39	\$ -	\$ 833.39	\$ 694.26	\$ 139.13	\$ 12,185.37	\$ 223,336.78
345	7/1/2012	\$ 12,185.37	\$ 833.39	\$ -	\$ 833.39	\$ 701.76	\$ 131.63	\$ 11,483.61	\$ 223,468.41
346	8/1/2012	\$ 11,483.61	\$ 833.39	\$ -	\$ 833.39	\$ 709.34	\$ 124.05	\$ 10,774.27	\$ 223,592.46
347	9/1/2012	\$ 10,774.27	\$ 833.39	\$ -	\$ 833.39	\$ 717.00	\$ 116.39	\$ 10,057.27	\$ 223,708.85
348	10/1/2012	\$ 10,057.27	\$ 833.39	\$ -	\$ 833.39	\$ 724.75	\$ 108.64	\$ 9,332.52	\$ 223,817.49
349	11/1/2012	\$ 9,332.52	\$ 833.39	\$ -	\$ 833.39	\$ 732.58	\$ 100.81	\$ 8,599.94	\$ 223,918.31
350	12/1/2012	\$ 8,599.94	\$ 833.39	\$ -	\$ 833.39	\$ 740.49	\$ 92.90	\$ 7,859.45	\$ 224,011.21
351	1/1/2013	\$ 7,859.45	\$ 833.39	\$ -	\$ 833.39	\$ 748.49	\$ 84.90	\$ 7,110.96	\$ 224,096.11
352	2/1/2013	\$ 7,110.96	\$ 833.39	\$ -	\$ 833.39	\$ 756.58	\$ 76.82	\$ 6,354.38	\$ 224,172.93
353	3/1/2013	\$ 6,354.38	\$ 833.39	\$ -	\$ 833.39	\$ 764.75	\$ 68.64	\$ 5,589.63	\$ 224,241.57
354	4/1/2013	\$ 5,589.63	\$ 833.39	\$ -	\$ 833.39	\$ 773.01	\$ 60.38	\$ 4,816.62	\$ 224,301.95
355	5/1/2013	\$ 4,816.62	\$ 833.39	\$ -	\$ 833.39	\$ 781.36	\$ 52.03	\$ 4,035.26	\$ 224,353.98
356	6/1/2013	\$ 4,035.26	\$ 833.39	\$ -	\$ 833.39	\$ 789.80	\$ 43.59	\$ 3,245.45	\$ 224,397.58
357	7/1/2013	\$ 3,245.45	\$ 833.39	\$ -	\$ 833.39	\$ 798.33	\$ 35.06	\$ 2,447.12	\$ 224,432.63
358	8/1/2013	\$ 2,447.12	\$ 833.39	\$ -	\$ 833.39	\$ 806.96	\$ 26.44	\$ 1,640.16	\$ 224,459.07
359	9/1/2013	\$ 1,640.16	\$ 833.39	\$ -	\$ 833.39	\$ 815.68	\$ 17.72	\$ 824.49	\$ 224,476.79
360	10/1/2013	\$ 824.49	\$ 833.39	\$ -	\$ 824.49	\$ 815.58	\$ 8.91	\$ -	\$ 224,485.69

- Initial disclosure estimated at time of application
- Final disclosure based on contract terms

Loan Number: 610721-4MCF

Creditor: City Federal Savings

Borrower: Veronica Williams

Address: Number Two Railroad Plaza
Whippany, NJ 07981

Address: M-15 Farmhouse Lane
Morristown, NJ 07960

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.
12.963 %	\$ 245,260.78	\$ 75,535.84	\$ 320,796.62

You have the right to receive at this time an itemization of the Amount Financed.

- I want an itemization.
- I do not want an itemization.

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments are due
12	\$ 675.37 (e)	Monthly beginning 9/1/83
12	\$ 723.65	Monthly beginning 9/1/84
12	\$ 775.55	Monthly beginning 9/1/85
12	\$ 831.35	Monthly beginning 9/1/86
12	\$ 891.33	Monthly beginning 9/1/87
286	\$ 914.91	Monthly beginning 9/1/88
14	\$ 883.24	Monthly beginning 7/1/2012
	\$	Monthly beginning
	\$	Monthly beginning
	\$	Monthly beginning
	\$	Monthly beginning
	Will vary between	
	\$ _____ and	
	\$ _____	

- This obligation has a demand feature. (Applicable only if box is checked)

Insurance: You may obtain property insurance from anyone you want that is acceptable to Creditor.

Security: You are giving a security interest in:
 the goods or property being purchased.

Filing fees: \$ 30.00 . e

Late Charge: If a payment is late, you will be charged 5% of the payment
 If a payment is late, you will be charged 4% of the payment, including any escrows or impounds.

Prepayment: If you pay off early, you:
 may will not have to pay a penalty.
 may will not be entitled to a refund of part of the finance charge.

Assumption: Someone buying your home cannot can assume the remainder of your mortgage on the original terms.

See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

e means an estimate

You have the right to seek legal advice before signing any of the Contract Documents.

I/We acknowledge receipt of this Disclosure Statement on June 23, 19 83

Veronica Williams
 BORROWER
 Veronica Williams

**CITY
FEDERAL
SAVINGS**

Two Railroad Plaza
Whippany, NJ 07981

CAMP/GPM

560-7728 payoff

July 7, 1983

Ms. Veronica Williams
M-15 Farmhouse Lane
Morristown, NJ 07960

Dear Ms. Williams

Based on the facts stated in your application, the contract of sale, credit report and appraisal, and for the purpose stated in your application, we are pleased to offer you a loan secured by the property described below.

AMOUNT OF LOAN: The amount of the loan is \$ 80,000 TERM: 30 years.

SECURED PROPERTY:

541 Scotland Road
South Orange, NJ

THE INTEREST RATE: The initial interest rate on your loan will be 2.0 percentage points above an Index, rounded up to the nearest 1/8% (.125%). The Index will be the one checked below:

- The latest average discount rate prior to your closing on twenty six (26) week Treasury Bills as announced by the U.S. Treasury.
- The weekly average yield prior to your closing on United States Treasury Securities adjusted to a constant maturity of _____ years as published by the Federal Reserve Board in Statistical Release H-15 (519) published weekly.
-

ADJUSTMENT OF INTEREST RATE: The rate of interest will be adjusted every 60 months during the term of the loan, using the same Index and the same formula described above. The new interest rate will be based on the most recently available Index on the date the rate is scheduled to change, unless the monthly payment is also scheduled to change (see below). If the monthly payment is also scheduled to change, the Index will be the most recently available one at the time Notice of Change of the monthly payment is given.

SUBSTITUTION OF INDEX: A new Index may be substituted during the loan term if the initial Index ceases to be publicly announced by its source. The substituted Index will be used to determine the changes in the interest rate beginning with the first interest rate change after the substitution.

MONTHLY PAYMENTS OF PRINCIPAL AND INTEREST: Your loan payment will increase over the first 5 years of the loan term as follows:

First Year:	\$ <u>643.70</u>	Sixth Year:	\$ _____
Second Year:	\$ <u>691.98</u>	Seventh Year:	\$ _____
Third Year:	\$ <u>743.88</u>	Eighth Year:	\$ _____
Fourth Year:	\$ <u>799.68</u>	Ninth Year:	\$ _____
Fifth Year:	\$ <u>859.66</u>	Tenth Year:	\$ _____

ADJUSTMENT OF MONTHLY PAYMENTS: Starting with the first monthly payment in the sixth year of the loan term and every fifth year after that, your monthly payments of principal and interest will change. The change will be based on the rate of interest in effect at that time so as to pay off the principal loan balance in equal monthly installments over the remaining loan term.

UNPAID INTEREST ADDED: Because your monthly payments may not be enough to pay the monthly interest due on your loan, the unpaid interest will be added to your principal balance each month and will be charged interest at the rate then in effect. This is commonly known as negative amortization. You may make increased payments to wholly or partially avoid this. If the total unpaid interest which is added to your principal balance reaches 25% of the original loan amount, we may require that you pay the full amount of interest charged on the outstanding balance each month.

THE MORTGAGE: The mortgage is to be a first lien on the above property and is to be written at 125% of the original loan amount, rounded up to the nearest \$1,000.

OCCUPANCY: The terms of the loan, including the rate of interest, are based on your statements as to whether or not you are or will be occupying the property as your principal residence.

ESTIMATED MONTHLY PAYMENTS: Your monthly payments will include 1/12 of the real estate taxes and fire insurance. Flood insurance and private mortgage insurance, are also required if an amount is filled in below next to those items. Following is an estimate of your monthly payment based on information which we now have. This payment may be different at the time of closing:

<input type="radio"/>	Principal and Interest (1 year)	\$	<u>643.70</u>
<input type="radio"/>	Real Estate Taxes	\$	<u>270.00</u>
<input type="radio"/>	Fire Insurance Premiums	\$	<u>33.33</u>
<input type="radio"/>	Private Mortgage Insurance Premiums	\$	<u>31.67</u>
<input type="radio"/>	Flood Insurance Premiums	\$	<u> </u>
<input type="radio"/>		\$	<u> </u>
<input type="radio"/>		\$	<u> </u>
	TOTAL	\$	<u>978.70</u>

PRIVATE MORTGAGE INSURANCE: This insurance is required only if an amount is inserted for this item in the estimated monthly payments. If an amount is not inserted, this paragraph does not apply. The monthly payment is based on .3958 % of the original loan amount and will continue until the loan is paid in full. In addition, there is an initial premium of 1.50 % of the original loan amount, \$ 1200.00, to be paid at closing.

FLOOD INSURANCE: This insurance is required at this time only if an amount is inserted for this item in the estimated monthly payments. If it is not required at this time, it may be required at the time of closing if the official flood maps are changed. If it is required either now or at the time of closing, the amount will be the lesser of the loan amount or the maximum amount available.

TAX SERVICE CONTRACT: A one time charge of \$ 20.00 is made to cover the cost of servicing your real estate tax account. This is to be paid at closing.

ESCROW DEPOSIT: An amount to be determined by us in accordance with Federal regulations, is to be deposited at closing for the payment of future taxes and other items listed above.

FEES TO CITY FEDERAL: You are to pay a Loan Commitment Fee and/or an Application/Loan Processing Fee to City Federal as follows:

<input type="radio"/>	Total Due		\$	<u>2600.00</u>
<input type="radio"/>	Received to Date	\$	<u>200.00</u>	
<input type="radio"/>	Due upon return of this commitment	\$	<u>1200.00</u>	
<input type="radio"/>	Due at closing	\$	<u>1200.00</u>	

The amounts paid before closing will not be returned if the closing does not take place. Amounts due at the closing may be deducted from the loan proceeds at or before the closing.

LATE PAYMENT CHARGES: Your payments are due on the first day of each month. If any payment is not received within 15 days after it is due a late charge of 5% of the principal and interest due will be charged.

PREPAYMENT CHARGES: You may prepay the loan either in full or in part at any time. There is no charge or penalty for doing so.

ASSUMPTION - TRANSFER: If all or any part of the property, or an interest in the property is sold or transferred without our prior written consent, we may declare all sums secured by the mortgage to be immediately due and payable. A new owner cannot take over or assume the mortgage payments without our written agreement permitting such an assumption.

TITLE INSURANCE: We require that our interest as mortgagee be insured through a title company licensed to do business in the state in which the property is located and which is acceptable to us. Title to the property is to be free and clear of all exceptions or objections except those specifically acceptable to us. The amount of title insurance is to be 125% of the original loan amount, rounded up to the nearest \$1,000. The policy is to affirmatively insure the validity, priority and enforceability of the lien of the mortgage by reason of changes in the interest rate and the addition of unpaid interest to the principal balance. All title charges and premiums are to be paid by you.

FIRE INSURANCE: A fire insurance policy in a company acceptable to us with extended coverage in an amount at least equal to the original principal balance of the loan with City Federal named as mortgagee is to be brought to the closing. The policy is to state our address as 20 Belmont Drive, Somerset, New Jersey 08873 and the mortgage account 610721-4. The amount of the policy may be increased at our option, during the term of the loan to an amount equal to the principal balance outstanding from time to time.
125 Belmont Dr.

NEW CONSTRUCTION: If the dwelling is newly built, it is subject to a final inspection and approval before closing. This inspection is for our benefit only. We do not accept responsibility for faulty construction. It is your responsibility to determine that the dwelling is built to your satisfaction.

A certificate of occupancy, or comparable written evidence of completion and acceptance by the local authorities having jurisdiction, is to be presented at closing.

Evidence that the construction is insured under a home warranty program is to be presented at closing, where such a program is legally required.

SETTLEMENT AGENT - ATTORNEY: Your closing attorney or settlement agent will be David Brantley, Esq.. He will prepare the loan papers on City Federal's forms, arrange for a title search and title insurance, and conduct the closing.

LENDER'S REVIEW ATTORNEY: Only the box checked is applicable.

We designate _____

as our attorney to review the title search and the loan papers. The attorney's fee for this service will be \$ _____ and is to be paid by you at closing.

A review attorney is not required.

MEANING OF WORDS: The word "mortgage" shall include "deed of trust". The word "escrow" shall include "impound". The singular shall include the plural whenever the meaning requires it. Words of female gender and male gender shall be interchangeable whenever the meaning requires it.

APPLICABLE LAWS: This commitment, and the loan to which it refers, is governed by the laws of the United States of America, the rules and regulations of the Federal Home Loan Bank System and the applicable laws of the State where the property is located.

REVOCAION: This commitment may be revoked at any time, at our option if:

- a) Your income after expenses is less than it was at the time the loan was approved.
- b) The value of the property is less than it was at the time the property was appraised.

We may refuse to make the loan if you do not meet all of the terms of this commitment as they are set forth in this letter.

until August 23, 1983

TERM OF COMMITMENT: This commitment is good for a period of ~~XXXXXXXXXX~~ days from its date. At the end of this period, you may request that it be extended or renewed. We may refuse to do so. We may also renew or extend it on different terms and conditions.

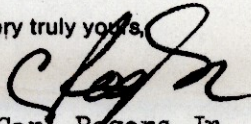
ACCEPTANCE OF COMMITMENT: This commitment will have no force and effect unless you agree to all of its terms. If you agree, sign a copy in the space below and return it with your check or money order in the amount of \$ 1200.00. If we do not receive the signed copy and the amount due us within 10 days from the date of this commitment, the commitment will be void.

ADDITIONAL TERMS:

- Subject to receipt of proof of sufficient cash assets to close this loan, to be received in this office 10 days prior to closing. Association final approval required.
- Subject to receipt of signed Disclosure statements to be received in this office 10 days prior to closing.
- Closings are conditional upon you having a Hazard Insurance Policy (Binders are not Acceptable) in your possession at the closing together with a paid receipt of the first years premium.

(5-Year T-Security)

Very truly yours,



Carl Rogers Jr.
Branch Manager

Accepted:

Borrower Veronica Williams

Date

Borrower

Date

ESTIMATED MONTHLY PAYMENTS: Your monthly payments will include 1/12 of the real estate taxes and fire insurance. Flood insurance and private mortgage insurance, are also required if an amount is filled in below next to those items. Following is an estimate of your monthly payment based on information which we now have. This payment may be different at the time of closing:

<input type="radio"/>	Principal and Interest (1 year)	\$	<u>643.70</u>
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<input type="radio"/>	Fire Insurance Premiums	\$	<u>33.33</u>
<input type="radio"/>	Private Mortgage Insurance Premiums	\$	<u>31.67</u>
<input type="radio"/>	Flood Insurance Premiums	\$	_____
<input type="radio"/>		\$	_____
<input type="radio"/>		\$	_____
	TOTAL	\$	<u>978.70</u>

PRIVATE MORTGAGE INSURANCE: This insurance is required only if an amount is inserted for this item in the estimated monthly payments. If an amount is not inserted, this paragraph does not apply. The monthly payment is based on .3958 % of the original loan amount and will continue until the loan is paid in full. In addition, there is an initial premium of 1.50 % of the original loan amount, \$ 1200.00, to be paid at closing.

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<input type="radio"/>	Received to Date	<u>200.00</u>	\$	<u>200.00</u>
<input type="radio"/>	Due upon return of this commitment	<u>1200.00</u>	\$	<u>1200.00</u>
<input type="radio"/>	Due at closing	<u>1200.00</u>	\$	<u>1200.00</u>

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PREPAYMENT CHARGES: You may prepay the loan either in full or in part at any time. There is no charge or penalty for doing so.

ASSUMPTION - TRANSFER: If all or any part of the property, or an interest in the property is sold or transferred without our prior written consent, we may declare all sums secured by the mortgage to be immediately due and payable. A new owner cannot take over or assume the mortgage payments without our written agreement permitting such an assumption.

TITLE INSURANCE: We require that our interest as mortgagee be insured through a title company licensed to do business in the state in which the property is located and which is acceptable to us. Title to the property is to be free and clear of all exceptions or objections except those specifically acceptable to us. The amount of title insurance is to be 125% of the original loan amount, rounded up to the nearest \$1,000. The policy is to affirmatively insure the validity, priority and enforceability of the lien of the mortgage by reason of changes in the interest rate and the addition of unpaid interest to the principal balance. All title charges and premiums are to be paid by you.

FIRE INSURANCE: A fire insurance policy in a company acceptable to us with extended coverage in an amount at least equal to the original principal balance of the loan with City Federal named as mortgagee is to be brought to the closing. The policy is to state our address as 23 Belmont Drive, Somerset, New Jersey 08873 and the mortgage account 610721-4. The amount of the policy may be increased at our option, during the term of the loan to an amount equal to the principal balance outstanding from time to time.

NEW CONSTRUCTION: If the dwelling is newly built, it is subject to a final inspection and approval before closing. This inspection is for our benefit only. We do not accept responsibility for faulty construction. It is your responsibility to determine that the dwelling is built to your satisfaction.

A certificate of occupancy, or comparable written evidence of completion and acceptance by the local authorities having jurisdiction, is to be presented at closing.

Evidence that the construction is insured under a home warranty program is to be presented at closing, where such a program is legally required.

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LENDER'S REVIEW ATTORNEY: Only the box checked is applicable.

We designate _____

as our attorney to review the title search and the loan papers. The attorney's fee for this service will be \$ _____ and is to be paid by you at closing.

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REVOCAION: This commitment may be revoked at any time, at our option if:

- a) Your income after expenses is less than it was at the time the loan was approved.
- b) The value of the property is less than it was at the time the property was appraised.

We may refuse to make the loan if you do not meet all of the terms of this commitment as they are set forth in this letter.

until August 23, 1983

TERM OF COMMITMENT: This commitment is good for ~~90 days~~ from its date. At the end of this period, you may request that it be extended or renewed. We may refuse to do so. We may also renew or extend it on different terms and conditions.

ACCEPTANCE OF COMMITMENT: This commitment will have no force and effect unless you agree to all of its terms. If you agree, sign a copy in the space below and return it with your check or money order in the amount of \$ 1200.00. If we do not receive the signed copy and the amount due us within 10 days from the date of this commitment, the commitment will be void.

ADDITIONAL TERMS:

- Subject to receipt of proof of sufficient cash assets to close this loan, to be received in this office 10 days prior to closing. Association final approval required.
- Subject to receipt of signed Disclosure statements to be received in this office 10 days prior to closing.
- Closings are conditional upon you having a Hazard Insurance Policy (Binders are not Acceptable) in your possession at the closing together with a paid receipt of the first years premium.

(5-Bear T-Security)

Very truly yours,

Carl Rogers Jr.
Carl Rogers Jr.
Branch Manager

Accepted:

Veronica Williams
Borrower Veronica Williams

August 22, 1983
Date August 22, 1983

Borrower _____

Date _____

Loan Amortization Schedule

Enter values	
Loan amount	69,980.29
Annual interest rate	8.20 %
Loan period in years	30
Number of payments per year	12
Start date of loan	7/1/2002
Optional extra payments	

Loan summary	
Scheduled payment	\$ 523.28
Scheduled number of payments	360
Actual number of payments	360
Total early payments	\$ -
Total interest	\$ 118,400.78

Lender name:

Pmt. No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
1	8/1/2002	\$ 69,980.29	\$ 523.28	\$ -	\$ 523.28	\$ 45.08	\$ 478.20	\$ 69,935.21	\$ 478.20
2	9/1/2002	\$ 69,935.21	\$ 523.28	\$ -	\$ 523.28	\$ 45.39	\$ 477.89	\$ 69,889.82	\$ 956.09
3	10/1/2002	\$ 69,889.82	\$ 523.28	\$ -	\$ 523.28	\$ 45.70	\$ 477.58	\$ 69,844.12	\$ 1,433.67
4	11/1/2002	\$ 69,844.12	\$ 523.28	\$ -	\$ 523.28	\$ 46.01	\$ 477.27	\$ 69,798.10	\$ 1,910.94
5	12/1/2002	\$ 69,798.10	\$ 523.28	\$ -	\$ 523.28	\$ 46.33	\$ 476.95	\$ 69,751.78	\$ 2,387.89
6	1/1/2003	\$ 69,751.78	\$ 523.28	\$ -	\$ 523.28	\$ 46.64	\$ 476.64	\$ 69,705.13	\$ 2,864.53
7	2/1/2003	\$ 69,705.13	\$ 523.28	\$ -	\$ 523.28	\$ 46.96	\$ 476.32	\$ 69,658.17	\$ 3,340.85
8	3/1/2003	\$ 69,658.17	\$ 523.28	\$ -	\$ 523.28	\$ 47.28	\$ 476.00	\$ 69,610.89	\$ 3,816.84
9	4/1/2003	\$ 69,610.89	\$ 523.28	\$ -	\$ 523.28	\$ 47.61	\$ 475.67	\$ 69,563.28	\$ 4,292.52
10	5/1/2003	\$ 69,563.28	\$ 523.28	\$ -	\$ 523.28	\$ 47.93	\$ 475.35	\$ 69,515.35	\$ 4,767.87
11	6/1/2003	\$ 69,515.35	\$ 523.28	\$ -	\$ 523.28	\$ 48.26	\$ 475.02	\$ 69,467.09	\$ 5,242.89
12	7/1/2003	\$ 69,467.09	\$ 523.28	\$ -	\$ 523.28	\$ 48.59	\$ 474.69	\$ 69,418.50	\$ 5,717.58
13	8/1/2003	\$ 69,418.50	\$ 523.28	\$ -	\$ 523.28	\$ 48.92	\$ 474.36	\$ 69,369.58	\$ 6,191.94
14	9/1/2003	\$ 69,369.58	\$ 523.28	\$ -	\$ 523.28	\$ 49.26	\$ 474.03	\$ 69,320.33	\$ 6,665.97
15	10/1/2003	\$ 69,320.33	\$ 523.28	\$ -	\$ 523.28	\$ 49.59	\$ 473.69	\$ 69,270.73	\$ 7,139.66
16	11/1/2003	\$ 69,270.73	\$ 523.28	\$ -	\$ 523.28	\$ 49.93	\$ 473.35	\$ 69,220.80	\$ 7,613.01
17	12/1/2003	\$ 69,220.80	\$ 523.28	\$ -	\$ 523.28	\$ 50.27	\$ 473.01	\$ 69,170.53	\$ 8,086.01
18	1/1/2004	\$ 69,170.53	\$ 523.28	\$ -	\$ 523.28	\$ 50.62	\$ 472.67	\$ 69,119.92	\$ 8,558.68
19	2/1/2004	\$ 69,119.92	\$ 523.28	\$ -	\$ 523.28	\$ 50.96	\$ 472.32	\$ 69,068.96	\$ 9,031.00
20	3/1/2004	\$ 69,068.96	\$ 523.28	\$ -	\$ 523.28	\$ 51.31	\$ 471.97	\$ 69,017.65	\$ 9,502.97
21	4/1/2004	\$ 69,017.65	\$ 523.28	\$ -	\$ 523.28	\$ 51.66	\$ 471.62	\$ 68,965.99	\$ 9,974.59
22	5/1/2004	\$ 68,965.99	\$ 523.28	\$ -	\$ 523.28	\$ 52.01	\$ 471.27	\$ 68,913.97	\$ 10,445.86
23	6/1/2004	\$ 68,913.97	\$ 523.28	\$ -	\$ 523.28	\$ 52.37	\$ 470.91	\$ 68,861.60	\$ 10,916.77
24	7/1/2004	\$ 68,861.60	\$ 523.28	\$ -	\$ 523.28	\$ 52.73	\$ 470.55	\$ 68,808.88	\$ 11,387.32
25	8/1/2004	\$ 68,808.88	\$ 523.28	\$ -	\$ 523.28	\$ 53.09	\$ 470.19	\$ 68,755.79	\$ 11,857.52
26	9/1/2004	\$ 68,755.79	\$ 523.28	\$ -	\$ 523.28	\$ 53.45	\$ 469.83	\$ 68,702.34	\$ 12,327.35
27	10/1/2004	\$ 68,702.34	\$ 523.28	\$ -	\$ 523.28	\$ 53.81	\$ 469.47	\$ 68,648.53	\$ 12,796.82
28	11/1/2004	\$ 68,648.53	\$ 523.28	\$ -	\$ 523.28	\$ 54.18	\$ 469.10	\$ 68,594.34	\$ 13,265.91
29	12/1/2004	\$ 68,594.34	\$ 523.28	\$ -	\$ 523.28	\$ 54.55	\$ 468.73	\$ 68,539.79	\$ 13,734.64
30	1/1/2005	\$ 68,539.79	\$ 523.28	\$ -	\$ 523.28	\$ 54.93	\$ 468.36	\$ 68,484.87	\$ 14,203.00
31	2/1/2005	\$ 68,484.87	\$ 523.28	\$ -	\$ 523.28	\$ 55.30	\$ 467.98	\$ 68,429.56	\$ 14,670.98
32	3/1/2005	\$ 68,429.56	\$ 523.28	\$ -	\$ 523.28	\$ 55.68	\$ 467.60	\$ 68,373.89	\$ 15,138.58

Pmt. No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
33	4/1/2005	\$ 68,373.89	\$ 523.28	\$ -	\$ 523.28	\$ 56.06	\$ 467.22	\$ 68,317.83	\$ 15,605.80
34	5/1/2005	\$ 68,317.83	\$ 523.28	\$ -	\$ 523.28	\$ 56.44	\$ 466.84	\$ 68,261.38	\$ 16,072.64
35	6/1/2005	\$ 68,261.38	\$ 523.28	\$ -	\$ 523.28	\$ 56.83	\$ 466.45	\$ 68,204.56	\$ 16,539.09
36	7/1/2005	\$ 68,204.56	\$ 523.28	\$ -	\$ 523.28	\$ 57.22	\$ 466.06	\$ 68,147.34	\$ 17,005.16
37	8/1/2005	\$ 68,147.34	\$ 523.28	\$ -	\$ 523.28	\$ 57.61	\$ 465.67	\$ 68,089.73	\$ 17,470.83
38	9/1/2005	\$ 68,089.73	\$ 523.28	\$ -	\$ 523.28	\$ 58.00	\$ 465.28	\$ 68,031.73	\$ 17,936.11
39	10/1/2005	\$ 68,031.73	\$ 523.28	\$ -	\$ 523.28	\$ 58.40	\$ 464.88	\$ 67,973.34	\$ 18,400.99
40	11/1/2005	\$ 67,973.34	\$ 523.28	\$ -	\$ 523.28	\$ 58.80	\$ 464.48	\$ 67,914.54	\$ 18,865.48
41	12/1/2005	\$ 67,914.54	\$ 523.28	\$ -	\$ 523.28	\$ 59.20	\$ 464.08	\$ 67,855.34	\$ 19,329.56
42	1/1/2006	\$ 67,855.34	\$ 523.28	\$ -	\$ 523.28	\$ 59.60	\$ 463.68	\$ 67,795.74	\$ 19,793.24
43	2/1/2006	\$ 67,795.74	\$ 523.28	\$ -	\$ 523.28	\$ 60.01	\$ 463.27	\$ 67,735.73	\$ 20,256.51
44	3/1/2006	\$ 67,735.73	\$ 523.28	\$ -	\$ 523.28	\$ 60.42	\$ 462.86	\$ 67,675.31	\$ 20,719.37
45	4/1/2006	\$ 67,675.31	\$ 523.28	\$ -	\$ 523.28	\$ 60.83	\$ 462.45	\$ 67,614.48	\$ 21,181.82
46	5/1/2006	\$ 67,614.48	\$ 523.28	\$ -	\$ 523.28	\$ 61.25	\$ 462.03	\$ 67,553.23	\$ 21,643.85
47	6/1/2006	\$ 67,553.23	\$ 523.28	\$ -	\$ 523.28	\$ 61.67	\$ 461.61	\$ 67,491.56	\$ 22,105.46
48	7/1/2006	\$ 67,491.56	\$ 523.28	\$ -	\$ 523.28	\$ 62.09	\$ 461.19	\$ 67,429.47	\$ 22,566.66
49	8/1/2006	\$ 67,429.47	\$ 523.28	\$ -	\$ 523.28	\$ 62.51	\$ 460.77	\$ 67,366.96	\$ 23,027.43
50	9/1/2006	\$ 67,366.96	\$ 523.28	\$ -	\$ 523.28	\$ 62.94	\$ 460.34	\$ 67,304.02	\$ 23,487.77
51	10/1/2006	\$ 67,304.02	\$ 523.28	\$ -	\$ 523.28	\$ 63.37	\$ 459.91	\$ 67,240.65	\$ 23,947.68
52	11/1/2006	\$ 67,240.65	\$ 523.28	\$ -	\$ 523.28	\$ 63.80	\$ 459.48	\$ 67,176.85	\$ 24,407.15
53	12/1/2006	\$ 67,176.85	\$ 523.28	\$ -	\$ 523.28	\$ 64.24	\$ 459.04	\$ 67,112.61	\$ 24,866.20
54	1/1/2007	\$ 67,112.61	\$ 523.28	\$ -	\$ 523.28	\$ 64.68	\$ 458.60	\$ 67,047.93	\$ 25,324.80
55	2/1/2007	\$ 67,047.93	\$ 523.28	\$ -	\$ 523.28	\$ 65.12	\$ 458.16	\$ 66,982.81	\$ 25,782.96
56	3/1/2007	\$ 66,982.81	\$ 523.28	\$ -	\$ 523.28	\$ 65.56	\$ 457.72	\$ 66,917.24	\$ 26,240.68
57	4/1/2007	\$ 66,917.24	\$ 523.28	\$ -	\$ 523.28	\$ 66.01	\$ 457.27	\$ 66,851.23	\$ 26,697.94
58	5/1/2007	\$ 66,851.23	\$ 523.28	\$ -	\$ 523.28	\$ 66.46	\$ 456.82	\$ 66,784.77	\$ 27,154.76
59	6/1/2007	\$ 66,784.77	\$ 523.28	\$ -	\$ 523.28	\$ 66.92	\$ 456.36	\$ 66,717.85	\$ 27,611.12
60	7/1/2007	\$ 66,717.85	\$ 523.28	\$ -	\$ 523.28	\$ 67.38	\$ 455.91	\$ 66,650.47	\$ 28,067.03
61	8/1/2007	\$ 66,650.47	\$ 523.28	\$ -	\$ 523.28	\$ 67.84	\$ 455.44	\$ 66,582.64	\$ 28,522.47
62	9/1/2007	\$ 66,582.64	\$ 523.28	\$ -	\$ 523.28	\$ 68.30	\$ 454.98	\$ 66,514.34	\$ 28,977.45
63	10/1/2007	\$ 66,514.34	\$ 523.28	\$ -	\$ 523.28	\$ 68.77	\$ 454.51	\$ 66,445.57	\$ 29,431.97
64	11/1/2007	\$ 66,445.57	\$ 523.28	\$ -	\$ 523.28	\$ 69.24	\$ 454.04	\$ 66,376.34	\$ 29,886.01
65	12/1/2007	\$ 66,376.34	\$ 523.28	\$ -	\$ 523.28	\$ 69.71	\$ 453.57	\$ 66,306.63	\$ 30,339.59
66	1/1/2008	\$ 66,306.63	\$ 523.28	\$ -	\$ 523.28	\$ 70.19	\$ 453.10	\$ 66,236.44	\$ 30,792.68
67	2/1/2008	\$ 66,236.44	\$ 523.28	\$ -	\$ 523.28	\$ 70.67	\$ 452.62	\$ 66,165.78	\$ 31,245.30
68	3/1/2008	\$ 66,165.78	\$ 523.28	\$ -	\$ 523.28	\$ 71.15	\$ 452.13	\$ 66,094.63	\$ 31,697.43
69	4/1/2008	\$ 66,094.63	\$ 523.28	\$ -	\$ 523.28	\$ 71.63	\$ 451.65	\$ 66,023.00	\$ 32,149.08
70	5/1/2008	\$ 66,023.00	\$ 523.28	\$ -	\$ 523.28	\$ 72.12	\$ 451.16	\$ 65,950.87	\$ 32,600.23
71	6/1/2008	\$ 65,950.87	\$ 523.28	\$ -	\$ 523.28	\$ 72.62	\$ 450.66	\$ 65,878.26	\$ 33,050.90
72	7/1/2008	\$ 65,878.26	\$ 523.28	\$ -	\$ 523.28	\$ 73.11	\$ 450.17	\$ 65,805.14	\$ 33,501.07
73	8/1/2008	\$ 65,805.14	\$ 523.28	\$ -	\$ 523.28	\$ 73.61	\$ 449.67	\$ 65,731.53	\$ 33,950.73
74	9/1/2008	\$ 65,731.53	\$ 523.28	\$ -	\$ 523.28	\$ 74.12	\$ 449.17	\$ 65,657.41	\$ 34,399.90
75	10/1/2008	\$ 65,657.41	\$ 523.28	\$ -	\$ 523.28	\$ 74.62	\$ 448.66	\$ 65,582.79	\$ 34,848.56
76	11/1/2008	\$ 65,582.79	\$ 523.28	\$ -	\$ 523.28	\$ 75.13	\$ 448.15	\$ 65,507.66	\$ 35,296.71
77	12/1/2008	\$ 65,507.66	\$ 523.28	\$ -	\$ 523.28	\$ 75.65	\$ 447.64	\$ 65,432.02	\$ 35,744.34
78	1/1/2009	\$ 65,432.02	\$ 523.28	\$ -	\$ 523.28	\$ 76.16	\$ 447.12	\$ 65,355.85	\$ 36,191.46
79	2/1/2009	\$ 65,355.85	\$ 523.28	\$ -	\$ 523.28	\$ 76.68	\$ 446.60	\$ 65,279.17	\$ 36,638.06

Pmt. No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
80	3/1/2009	\$ 65,279.17	\$ 523.28	\$ -	\$ 523.28	\$ 77.21	\$ 446.07	\$ 65,201.97	\$ 37,084.13
81	4/1/2009	\$ 65,201.97	\$ 523.28	\$ -	\$ 523.28	\$ 77.73	\$ 445.55	\$ 65,124.23	\$ 37,529.68
82	5/1/2009	\$ 65,124.23	\$ 523.28	\$ -	\$ 523.28	\$ 78.27	\$ 445.02	\$ 65,045.97	\$ 37,974.70
83	6/1/2009	\$ 65,045.97	\$ 523.28	\$ -	\$ 523.28	\$ 78.80	\$ 444.48	\$ 64,967.17	\$ 38,419.18
84	7/1/2009	\$ 64,967.17	\$ 523.28	\$ -	\$ 523.28	\$ 79.34	\$ 443.94	\$ 64,887.83	\$ 38,863.12
85	8/1/2009	\$ 64,887.83	\$ 523.28	\$ -	\$ 523.28	\$ 79.88	\$ 443.40	\$ 64,807.95	\$ 39,306.52
86	9/1/2009	\$ 64,807.95	\$ 523.28	\$ -	\$ 523.28	\$ 80.43	\$ 442.85	\$ 64,727.52	\$ 39,749.37
87	10/1/2009	\$ 64,727.52	\$ 523.28	\$ -	\$ 523.28	\$ 80.98	\$ 442.30	\$ 64,646.55	\$ 40,191.68
88	11/1/2009	\$ 64,646.55	\$ 523.28	\$ -	\$ 523.28	\$ 81.53	\$ 441.75	\$ 64,565.02	\$ 40,633.43
89	12/1/2009	\$ 64,565.02	\$ 523.28	\$ -	\$ 523.28	\$ 82.09	\$ 441.19	\$ 64,482.93	\$ 41,074.62
90	1/1/2010	\$ 64,482.93	\$ 523.28	\$ -	\$ 523.28	\$ 82.65	\$ 440.63	\$ 64,400.28	\$ 41,515.26
91	2/1/2010	\$ 64,400.28	\$ 523.28	\$ -	\$ 523.28	\$ 83.21	\$ 440.07	\$ 64,317.07	\$ 41,955.33
92	3/1/2010	\$ 64,317.07	\$ 523.28	\$ -	\$ 523.28	\$ 83.78	\$ 439.50	\$ 64,233.29	\$ 42,394.83
93	4/1/2010	\$ 64,233.29	\$ 523.28	\$ -	\$ 523.28	\$ 84.35	\$ 438.93	\$ 64,148.94	\$ 42,833.75
94	5/1/2010	\$ 64,148.94	\$ 523.28	\$ -	\$ 523.28	\$ 84.93	\$ 438.35	\$ 64,064.01	\$ 43,272.11
95	6/1/2010	\$ 64,064.01	\$ 523.28	\$ -	\$ 523.28	\$ 85.51	\$ 437.77	\$ 63,978.50	\$ 43,709.88
96	7/1/2010	\$ 63,978.50	\$ 523.28	\$ -	\$ 523.28	\$ 86.09	\$ 437.19	\$ 63,892.40	\$ 44,147.06
97	8/1/2010	\$ 63,892.40	\$ 523.28	\$ -	\$ 523.28	\$ 86.68	\$ 436.60	\$ 63,805.72	\$ 44,583.66
98	9/1/2010	\$ 63,805.72	\$ 523.28	\$ -	\$ 523.28	\$ 87.27	\$ 436.01	\$ 63,718.44	\$ 45,019.67
99	10/1/2010	\$ 63,718.44	\$ 523.28	\$ -	\$ 523.28	\$ 87.87	\$ 435.41	\$ 63,630.57	\$ 45,455.08
100	11/1/2010	\$ 63,630.57	\$ 523.28	\$ -	\$ 523.28	\$ 88.47	\$ 434.81	\$ 63,542.10	\$ 45,889.88
101	12/1/2010	\$ 63,542.10	\$ 523.28	\$ -	\$ 523.28	\$ 89.08	\$ 434.20	\$ 63,453.02	\$ 46,324.09
102	1/1/2011	\$ 63,453.02	\$ 523.28	\$ -	\$ 523.28	\$ 89.69	\$ 433.60	\$ 63,363.34	\$ 46,757.68
103	2/1/2011	\$ 63,363.34	\$ 523.28	\$ -	\$ 523.28	\$ 90.30	\$ 432.98	\$ 63,273.04	\$ 47,190.67
104	3/1/2011	\$ 63,273.04	\$ 523.28	\$ -	\$ 523.28	\$ 90.91	\$ 432.37	\$ 63,182.13	\$ 47,623.03
105	4/1/2011	\$ 63,182.13	\$ 523.28	\$ -	\$ 523.28	\$ 91.54	\$ 431.74	\$ 63,090.59	\$ 48,054.78
106	5/1/2011	\$ 63,090.59	\$ 523.28	\$ -	\$ 523.28	\$ 92.16	\$ 431.12	\$ 62,998.43	\$ 48,485.90
107	6/1/2011	\$ 62,998.43	\$ 523.28	\$ -	\$ 523.28	\$ 92.79	\$ 430.49	\$ 62,905.64	\$ 48,916.39
108	7/1/2011	\$ 62,905.64	\$ 523.28	\$ -	\$ 523.28	\$ 93.43	\$ 429.86	\$ 62,812.21	\$ 49,346.24
109	8/1/2011	\$ 62,812.21	\$ 523.28	\$ -	\$ 523.28	\$ 94.06	\$ 429.22	\$ 62,718.15	\$ 49,775.46
110	9/1/2011	\$ 62,718.15	\$ 523.28	\$ -	\$ 523.28	\$ 94.71	\$ 428.57	\$ 62,623.44	\$ 50,204.03
111	10/1/2011	\$ 62,623.44	\$ 523.28	\$ -	\$ 523.28	\$ 95.35	\$ 427.93	\$ 62,528.09	\$ 50,631.96
112	11/1/2011	\$ 62,528.09	\$ 523.28	\$ -	\$ 523.28	\$ 96.01	\$ 427.28	\$ 62,432.08	\$ 51,059.23
113	12/1/2011	\$ 62,432.08	\$ 523.28	\$ -	\$ 523.28	\$ 96.66	\$ 426.62	\$ 62,335.42	\$ 51,485.85
114	1/1/2012	\$ 62,335.42	\$ 523.28	\$ -	\$ 523.28	\$ 97.32	\$ 425.96	\$ 62,238.10	\$ 51,911.81
115	2/1/2012	\$ 62,238.10	\$ 523.28	\$ -	\$ 523.28	\$ 97.99	\$ 425.29	\$ 62,140.11	\$ 52,337.11
116	3/1/2012	\$ 62,140.11	\$ 523.28	\$ -	\$ 523.28	\$ 98.66	\$ 424.62	\$ 62,041.45	\$ 52,761.73
117	4/1/2012	\$ 62,041.45	\$ 523.28	\$ -	\$ 523.28	\$ 99.33	\$ 423.95	\$ 61,942.12	\$ 53,185.68
118	5/1/2012	\$ 61,942.12	\$ 523.28	\$ -	\$ 523.28	\$ 100.01	\$ 423.27	\$ 61,842.11	\$ 53,608.95
119	6/1/2012	\$ 61,842.11	\$ 523.28	\$ -	\$ 523.28	\$ 100.69	\$ 422.59	\$ 61,741.42	\$ 54,031.54
120	7/1/2012	\$ 61,741.42	\$ 523.28	\$ -	\$ 523.28	\$ 101.38	\$ 421.90	\$ 61,640.04	\$ 54,453.44
121	8/1/2012	\$ 61,640.04	\$ 523.28	\$ -	\$ 523.28	\$ 102.07	\$ 421.21	\$ 61,537.97	\$ 54,874.65
122	9/1/2012	\$ 61,537.97	\$ 523.28	\$ -	\$ 523.28	\$ 102.77	\$ 420.51	\$ 61,435.20	\$ 55,295.15
123	10/1/2012	\$ 61,435.20	\$ 523.28	\$ -	\$ 523.28	\$ 103.47	\$ 419.81	\$ 61,331.72	\$ 55,714.96
124	11/1/2012	\$ 61,331.72	\$ 523.28	\$ -	\$ 523.28	\$ 104.18	\$ 419.10	\$ 61,227.54	\$ 56,134.06
125	12/1/2012	\$ 61,227.54	\$ 523.28	\$ -	\$ 523.28	\$ 104.89	\$ 418.39	\$ 61,122.65	\$ 56,552.45
126	1/1/2013	\$ 61,122.65	\$ 523.28	\$ -	\$ 523.28	\$ 105.61	\$ 417.67	\$ 61,017.04	\$ 56,970.12

Pmt. No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
127	2/1/2013	\$ 61,017.04	\$ 523.28	\$ -	\$ 523.28	\$ 106.33	\$ 416.95	\$ 60,910.71	\$ 57,387.07
128	3/1/2013	\$ 60,910.71	\$ 523.28	\$ -	\$ 523.28	\$ 107.06	\$ 416.22	\$ 60,803.65	\$ 57,803.29
129	4/1/2013	\$ 60,803.65	\$ 523.28	\$ -	\$ 523.28	\$ 107.79	\$ 415.49	\$ 60,695.86	\$ 58,218.79
130	5/1/2013	\$ 60,695.86	\$ 523.28	\$ -	\$ 523.28	\$ 108.53	\$ 414.76	\$ 60,587.34	\$ 58,633.54
131	6/1/2013	\$ 60,587.34	\$ 523.28	\$ -	\$ 523.28	\$ 109.27	\$ 414.01	\$ 60,478.07	\$ 59,047.55
132	7/1/2013	\$ 60,478.07	\$ 523.28	\$ -	\$ 523.28	\$ 110.01	\$ 413.27	\$ 60,368.05	\$ 59,460.82
133	8/1/2013	\$ 60,368.05	\$ 523.28	\$ -	\$ 523.28	\$ 110.77	\$ 412.52	\$ 60,257.29	\$ 59,873.34
134	9/1/2013	\$ 60,257.29	\$ 523.28	\$ -	\$ 523.28	\$ 111.52	\$ 411.76	\$ 60,145.77	\$ 60,285.09
135	10/1/2013	\$ 60,145.77	\$ 523.28	\$ -	\$ 523.28	\$ 112.28	\$ 411.00	\$ 60,033.48	\$ 60,696.09
136	11/1/2013	\$ 60,033.48	\$ 523.28	\$ -	\$ 523.28	\$ 113.05	\$ 410.23	\$ 59,920.43	\$ 61,106.32
137	12/1/2013	\$ 59,920.43	\$ 523.28	\$ -	\$ 523.28	\$ 113.82	\$ 409.46	\$ 59,806.61	\$ 61,515.78
138	1/1/2014	\$ 59,806.61	\$ 523.28	\$ -	\$ 523.28	\$ 114.60	\$ 408.68	\$ 59,692.00	\$ 61,924.45
139	2/1/2014	\$ 59,692.00	\$ 523.28	\$ -	\$ 523.28	\$ 115.39	\$ 407.90	\$ 59,576.62	\$ 62,332.35
140	3/1/2014	\$ 59,576.62	\$ 523.28	\$ -	\$ 523.28	\$ 116.17	\$ 407.11	\$ 59,460.44	\$ 62,739.46
141	4/1/2014	\$ 59,460.44	\$ 523.28	\$ -	\$ 523.28	\$ 116.97	\$ 406.31	\$ 59,343.48	\$ 63,145.77
142	5/1/2014	\$ 59,343.48	\$ 523.28	\$ -	\$ 523.28	\$ 117.77	\$ 405.51	\$ 59,225.71	\$ 63,551.28
143	6/1/2014	\$ 59,225.71	\$ 523.28	\$ -	\$ 523.28	\$ 118.57	\$ 404.71	\$ 59,107.14	\$ 63,955.99
144	7/1/2014	\$ 59,107.14	\$ 523.28	\$ -	\$ 523.28	\$ 119.38	\$ 403.90	\$ 58,987.76	\$ 64,359.89
145	8/1/2014	\$ 58,987.76	\$ 523.28	\$ -	\$ 523.28	\$ 120.20	\$ 403.08	\$ 58,867.56	\$ 64,762.97
146	9/1/2014	\$ 58,867.56	\$ 523.28	\$ -	\$ 523.28	\$ 121.02	\$ 402.26	\$ 58,746.54	\$ 65,165.24
147	10/1/2014	\$ 58,746.54	\$ 523.28	\$ -	\$ 523.28	\$ 121.85	\$ 401.43	\$ 58,624.69	\$ 65,566.67
148	11/1/2014	\$ 58,624.69	\$ 523.28	\$ -	\$ 523.28	\$ 122.68	\$ 400.60	\$ 58,502.01	\$ 65,967.27
149	12/1/2014	\$ 58,502.01	\$ 523.28	\$ -	\$ 523.28	\$ 123.52	\$ 399.76	\$ 58,378.50	\$ 66,367.04
150	1/1/2015	\$ 58,378.50	\$ 523.28	\$ -	\$ 523.28	\$ 124.36	\$ 398.92	\$ 58,254.14	\$ 66,765.96
151	2/1/2015	\$ 58,254.14	\$ 523.28	\$ -	\$ 523.28	\$ 125.21	\$ 398.07	\$ 58,128.92	\$ 67,164.03
152	3/1/2015	\$ 58,128.92	\$ 523.28	\$ -	\$ 523.28	\$ 126.07	\$ 397.21	\$ 58,002.86	\$ 67,561.24
153	4/1/2015	\$ 58,002.86	\$ 523.28	\$ -	\$ 523.28	\$ 126.93	\$ 396.35	\$ 57,875.93	\$ 67,957.59
154	5/1/2015	\$ 57,875.93	\$ 523.28	\$ -	\$ 523.28	\$ 127.80	\$ 395.49	\$ 57,748.14	\$ 68,353.08
155	6/1/2015	\$ 57,748.14	\$ 523.28	\$ -	\$ 523.28	\$ 128.67	\$ 394.61	\$ 57,619.47	\$ 68,747.69
156	7/1/2015	\$ 57,619.47	\$ 523.28	\$ -	\$ 523.28	\$ 129.55	\$ 393.73	\$ 57,489.92	\$ 69,141.42
157	8/1/2015	\$ 57,489.92	\$ 523.28	\$ -	\$ 523.28	\$ 130.43	\$ 392.85	\$ 57,359.49	\$ 69,534.27
158	9/1/2015	\$ 57,359.49	\$ 523.28	\$ -	\$ 523.28	\$ 131.32	\$ 391.96	\$ 57,228.16	\$ 69,926.23
159	10/1/2015	\$ 57,228.16	\$ 523.28	\$ -	\$ 523.28	\$ 132.22	\$ 391.06	\$ 57,095.94	\$ 70,317.29
160	11/1/2015	\$ 57,095.94	\$ 523.28	\$ -	\$ 523.28	\$ 133.13	\$ 390.16	\$ 56,962.82	\$ 70,707.44
161	12/1/2015	\$ 56,962.82	\$ 523.28	\$ -	\$ 523.28	\$ 134.03	\$ 389.25	\$ 56,828.78	\$ 71,096.69
162	1/1/2016	\$ 56,828.78	\$ 523.28	\$ -	\$ 523.28	\$ 134.95	\$ 388.33	\$ 56,693.83	\$ 71,485.02
163	2/1/2016	\$ 56,693.83	\$ 523.28	\$ -	\$ 523.28	\$ 135.87	\$ 387.41	\$ 56,557.96	\$ 71,872.43
164	3/1/2016	\$ 56,557.96	\$ 523.28	\$ -	\$ 523.28	\$ 136.80	\$ 386.48	\$ 56,421.16	\$ 72,258.91
165	4/1/2016	\$ 56,421.16	\$ 523.28	\$ -	\$ 523.28	\$ 137.74	\$ 385.54	\$ 56,283.42	\$ 72,644.45
166	5/1/2016	\$ 56,283.42	\$ 523.28	\$ -	\$ 523.28	\$ 138.68	\$ 384.60	\$ 56,144.74	\$ 73,029.05
167	6/1/2016	\$ 56,144.74	\$ 523.28	\$ -	\$ 523.28	\$ 139.63	\$ 383.66	\$ 56,005.12	\$ 73,412.71
168	7/1/2016	\$ 56,005.12	\$ 523.28	\$ -	\$ 523.28	\$ 140.58	\$ 382.70	\$ 55,864.54	\$ 73,795.41
169	8/1/2016	\$ 55,864.54	\$ 523.28	\$ -	\$ 523.28	\$ 141.54	\$ 381.74	\$ 55,723.00	\$ 74,177.15
170	9/1/2016	\$ 55,723.00	\$ 523.28	\$ -	\$ 523.28	\$ 142.51	\$ 380.77	\$ 55,580.49	\$ 74,557.93
171	10/1/2016	\$ 55,580.49	\$ 523.28	\$ -	\$ 523.28	\$ 143.48	\$ 379.80	\$ 55,437.01	\$ 74,937.73
172	11/1/2016	\$ 55,437.01	\$ 523.28	\$ -	\$ 523.28	\$ 144.46	\$ 378.82	\$ 55,292.55	\$ 75,316.55
173	12/1/2016	\$ 55,292.55	\$ 523.28	\$ -	\$ 523.28	\$ 145.45	\$ 377.83	\$ 55,147.10	\$ 75,694.38

Pmt. No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
174	1/1/2017	\$ 55,147.10	\$ 523.28	\$ -	\$ 523.28	\$ 146.44	\$ 376.84	\$ 55,000.66	\$ 76,071.22
175	2/1/2017	\$ 55,000.66	\$ 523.28	\$ -	\$ 523.28	\$ 147.44	\$ 375.84	\$ 54,853.22	\$ 76,447.05
176	3/1/2017	\$ 54,853.22	\$ 523.28	\$ -	\$ 523.28	\$ 148.45	\$ 374.83	\$ 54,704.77	\$ 76,821.88
177	4/1/2017	\$ 54,704.77	\$ 523.28	\$ -	\$ 523.28	\$ 149.46	\$ 373.82	\$ 54,555.30	\$ 77,195.70
178	5/1/2017	\$ 54,555.30	\$ 523.28	\$ -	\$ 523.28	\$ 150.49	\$ 372.79	\$ 54,404.81	\$ 77,568.50
179	6/1/2017	\$ 54,404.81	\$ 523.28	\$ -	\$ 523.28	\$ 151.51	\$ 371.77	\$ 54,253.30	\$ 77,940.26
180	7/1/2017	\$ 54,253.30	\$ 523.28	\$ -	\$ 523.28	\$ 152.55	\$ 370.73	\$ 54,100.75	\$ 78,310.99
181	8/1/2017	\$ 54,100.75	\$ 523.28	\$ -	\$ 523.28	\$ 153.59	\$ 369.69	\$ 53,947.16	\$ 78,680.68
182	9/1/2017	\$ 53,947.16	\$ 523.28	\$ -	\$ 523.28	\$ 154.64	\$ 368.64	\$ 53,792.52	\$ 79,049.32
183	10/1/2017	\$ 53,792.52	\$ 523.28	\$ -	\$ 523.28	\$ 155.70	\$ 367.58	\$ 53,636.82	\$ 79,416.90
184	11/1/2017	\$ 53,636.82	\$ 523.28	\$ -	\$ 523.28	\$ 156.76	\$ 366.52	\$ 53,480.05	\$ 79,783.42
185	12/1/2017	\$ 53,480.05	\$ 523.28	\$ -	\$ 523.28	\$ 157.83	\$ 365.45	\$ 53,322.22	\$ 80,148.87
186	1/1/2018	\$ 53,322.22	\$ 523.28	\$ -	\$ 523.28	\$ 158.91	\$ 364.37	\$ 53,163.31	\$ 80,513.24
187	2/1/2018	\$ 53,163.31	\$ 523.28	\$ -	\$ 523.28	\$ 160.00	\$ 363.28	\$ 53,003.31	\$ 80,876.52
188	3/1/2018	\$ 53,003.31	\$ 523.28	\$ -	\$ 523.28	\$ 161.09	\$ 362.19	\$ 52,842.22	\$ 81,238.71
189	4/1/2018	\$ 52,842.22	\$ 523.28	\$ -	\$ 523.28	\$ 162.19	\$ 361.09	\$ 52,680.03	\$ 81,599.80
190	5/1/2018	\$ 52,680.03	\$ 523.28	\$ -	\$ 523.28	\$ 163.30	\$ 359.98	\$ 52,516.73	\$ 81,959.78
191	6/1/2018	\$ 52,516.73	\$ 523.28	\$ -	\$ 523.28	\$ 164.42	\$ 358.86	\$ 52,352.31	\$ 82,318.64
192	7/1/2018	\$ 52,352.31	\$ 523.28	\$ -	\$ 523.28	\$ 165.54	\$ 357.74	\$ 52,186.77	\$ 82,676.38
193	8/1/2018	\$ 52,186.77	\$ 523.28	\$ -	\$ 523.28	\$ 166.67	\$ 356.61	\$ 52,020.10	\$ 83,032.99
194	9/1/2018	\$ 52,020.10	\$ 523.28	\$ -	\$ 523.28	\$ 167.81	\$ 355.47	\$ 51,852.29	\$ 83,388.46
195	10/1/2018	\$ 51,852.29	\$ 523.28	\$ -	\$ 523.28	\$ 168.96	\$ 354.32	\$ 51,683.33	\$ 83,742.79
196	11/1/2018	\$ 51,683.33	\$ 523.28	\$ -	\$ 523.28	\$ 170.11	\$ 353.17	\$ 51,513.22	\$ 84,095.96
197	12/1/2018	\$ 51,513.22	\$ 523.28	\$ -	\$ 523.28	\$ 171.27	\$ 352.01	\$ 51,341.95	\$ 84,447.96
198	1/1/2019	\$ 51,341.95	\$ 523.28	\$ -	\$ 523.28	\$ 172.44	\$ 350.84	\$ 51,169.50	\$ 84,798.80
199	2/1/2019	\$ 51,169.50	\$ 523.28	\$ -	\$ 523.28	\$ 173.62	\$ 349.66	\$ 50,995.88	\$ 85,148.46
200	3/1/2019	\$ 50,995.88	\$ 523.28	\$ -	\$ 523.28	\$ 174.81	\$ 348.47	\$ 50,821.07	\$ 85,496.93
201	4/1/2019	\$ 50,821.07	\$ 523.28	\$ -	\$ 523.28	\$ 176.00	\$ 347.28	\$ 50,645.07	\$ 85,844.21
202	5/1/2019	\$ 50,645.07	\$ 523.28	\$ -	\$ 523.28	\$ 177.21	\$ 346.07	\$ 50,467.86	\$ 86,190.28
203	6/1/2019	\$ 50,467.86	\$ 523.28	\$ -	\$ 523.28	\$ 178.42	\$ 344.86	\$ 50,289.45	\$ 86,535.14
204	7/1/2019	\$ 50,289.45	\$ 523.28	\$ -	\$ 523.28	\$ 179.64	\$ 343.64	\$ 50,109.81	\$ 86,878.79
205	8/1/2019	\$ 50,109.81	\$ 523.28	\$ -	\$ 523.28	\$ 180.86	\$ 342.42	\$ 49,928.95	\$ 87,221.21
206	9/1/2019	\$ 49,928.95	\$ 523.28	\$ -	\$ 523.28	\$ 182.10	\$ 341.18	\$ 49,746.85	\$ 87,562.39
207	10/1/2019	\$ 49,746.85	\$ 523.28	\$ -	\$ 523.28	\$ 183.34	\$ 339.94	\$ 49,563.50	\$ 87,902.32
208	11/1/2019	\$ 49,563.50	\$ 523.28	\$ -	\$ 523.28	\$ 184.60	\$ 338.68	\$ 49,378.90	\$ 88,241.01
209	12/1/2019	\$ 49,378.90	\$ 523.28	\$ -	\$ 523.28	\$ 185.86	\$ 337.42	\$ 49,193.05	\$ 88,578.43
210	1/1/2020	\$ 49,193.05	\$ 523.28	\$ -	\$ 523.28	\$ 187.13	\$ 336.15	\$ 49,005.92	\$ 88,914.58
211	2/1/2020	\$ 49,005.92	\$ 523.28	\$ -	\$ 523.28	\$ 188.41	\$ 334.87	\$ 48,817.51	\$ 89,249.46
212	3/1/2020	\$ 48,817.51	\$ 523.28	\$ -	\$ 523.28	\$ 189.69	\$ 333.59	\$ 48,627.82	\$ 89,583.04
213	4/1/2020	\$ 48,627.82	\$ 523.28	\$ -	\$ 523.28	\$ 190.99	\$ 332.29	\$ 48,436.83	\$ 89,915.33
214	5/1/2020	\$ 48,436.83	\$ 523.28	\$ -	\$ 523.28	\$ 192.30	\$ 330.98	\$ 48,244.53	\$ 90,246.32
215	6/1/2020	\$ 48,244.53	\$ 523.28	\$ -	\$ 523.28	\$ 193.61	\$ 329.67	\$ 48,050.92	\$ 90,575.99
216	7/1/2020	\$ 48,050.92	\$ 523.28	\$ -	\$ 523.28	\$ 194.93	\$ 328.35	\$ 47,855.99	\$ 90,904.34
217	8/1/2020	\$ 47,855.99	\$ 523.28	\$ -	\$ 523.28	\$ 196.26	\$ 327.02	\$ 47,659.72	\$ 91,231.35
218	9/1/2020	\$ 47,659.72	\$ 523.28	\$ -	\$ 523.28	\$ 197.61	\$ 325.67	\$ 47,462.12	\$ 91,557.03
219	10/1/2020	\$ 47,462.12	\$ 523.28	\$ -	\$ 523.28	\$ 198.96	\$ 324.32	\$ 47,263.16	\$ 91,881.35
220	11/1/2020	\$ 47,263.16	\$ 523.28	\$ -	\$ 523.28	\$ 200.32	\$ 322.96	\$ 47,062.85	\$ 92,204.32

Pmt. No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
221	12/1/2020	\$ 47,062.85	\$ 523.28	\$ -	\$ 523.28	\$ 201.68	\$ 321.60	\$ 46,861.16	\$ 92,525.91
222	1/1/2021	\$ 46,861.16	\$ 523.28	\$ -	\$ 523.28	\$ 203.06	\$ 320.22	\$ 46,658.10	\$ 92,846.13
223	2/1/2021	\$ 46,658.10	\$ 523.28	\$ -	\$ 523.28	\$ 204.45	\$ 318.83	\$ 46,453.65	\$ 93,164.96
224	3/1/2021	\$ 46,453.65	\$ 523.28	\$ -	\$ 523.28	\$ 205.85	\$ 317.43	\$ 46,247.80	\$ 93,482.39
225	4/1/2021	\$ 46,247.80	\$ 523.28	\$ -	\$ 523.28	\$ 207.25	\$ 316.03	\$ 46,040.55	\$ 93,798.42
226	5/1/2021	\$ 46,040.55	\$ 523.28	\$ -	\$ 523.28	\$ 208.67	\$ 314.61	\$ 45,831.88	\$ 94,113.03
227	6/1/2021	\$ 45,831.88	\$ 523.28	\$ -	\$ 523.28	\$ 210.10	\$ 313.18	\$ 45,621.78	\$ 94,426.22
228	7/1/2021	\$ 45,621.78	\$ 523.28	\$ -	\$ 523.28	\$ 211.53	\$ 311.75	\$ 45,410.25	\$ 94,737.97
229	8/1/2021	\$ 45,410.25	\$ 523.28	\$ -	\$ 523.28	\$ 212.98	\$ 310.30	\$ 45,197.27	\$ 95,048.27
230	9/1/2021	\$ 45,197.27	\$ 523.28	\$ -	\$ 523.28	\$ 214.43	\$ 308.85	\$ 44,982.84	\$ 95,357.12
231	10/1/2021	\$ 44,982.84	\$ 523.28	\$ -	\$ 523.28	\$ 215.90	\$ 307.38	\$ 44,766.94	\$ 95,664.50
232	11/1/2021	\$ 44,766.94	\$ 523.28	\$ -	\$ 523.28	\$ 217.37	\$ 305.91	\$ 44,549.57	\$ 95,970.41
233	12/1/2021	\$ 44,549.57	\$ 523.28	\$ -	\$ 523.28	\$ 218.86	\$ 304.42	\$ 44,330.71	\$ 96,274.83
234	1/1/2022	\$ 44,330.71	\$ 523.28	\$ -	\$ 523.28	\$ 220.35	\$ 302.93	\$ 44,110.35	\$ 96,577.76
235	2/1/2022	\$ 44,110.35	\$ 523.28	\$ -	\$ 523.28	\$ 221.86	\$ 301.42	\$ 43,888.49	\$ 96,879.18
236	3/1/2022	\$ 43,888.49	\$ 523.28	\$ -	\$ 523.28	\$ 223.38	\$ 299.90	\$ 43,665.12	\$ 97,179.08
237	4/1/2022	\$ 43,665.12	\$ 523.28	\$ -	\$ 523.28	\$ 224.90	\$ 298.38	\$ 43,440.21	\$ 97,477.46
238	5/1/2022	\$ 43,440.21	\$ 523.28	\$ -	\$ 523.28	\$ 226.44	\$ 296.84	\$ 43,213.78	\$ 97,774.30
239	6/1/2022	\$ 43,213.78	\$ 523.28	\$ -	\$ 523.28	\$ 227.99	\$ 295.29	\$ 42,985.79	\$ 98,069.59
240	7/1/2022	\$ 42,985.79	\$ 523.28	\$ -	\$ 523.28	\$ 229.54	\$ 293.74	\$ 42,756.24	\$ 98,363.33
241	8/1/2022	\$ 42,756.24	\$ 523.28	\$ -	\$ 523.28	\$ 231.11	\$ 292.17	\$ 42,525.13	\$ 98,655.50
242	9/1/2022	\$ 42,525.13	\$ 523.28	\$ -	\$ 523.28	\$ 232.69	\$ 290.59	\$ 42,292.44	\$ 98,946.09
243	10/1/2022	\$ 42,292.44	\$ 523.28	\$ -	\$ 523.28	\$ 234.28	\$ 289.00	\$ 42,058.16	\$ 99,235.09
244	11/1/2022	\$ 42,058.16	\$ 523.28	\$ -	\$ 523.28	\$ 235.88	\$ 287.40	\$ 41,822.27	\$ 99,522.48
245	12/1/2022	\$ 41,822.27	\$ 523.28	\$ -	\$ 523.28	\$ 237.50	\$ 285.79	\$ 41,584.78	\$ 99,808.27
246	1/1/2023	\$ 41,584.78	\$ 523.28	\$ -	\$ 523.28	\$ 239.12	\$ 284.16	\$ 41,345.66	\$ 100,092.43
247	2/1/2023	\$ 41,345.66	\$ 523.28	\$ -	\$ 523.28	\$ 240.75	\$ 282.53	\$ 41,104.91	\$ 100,374.96
248	3/1/2023	\$ 41,104.91	\$ 523.28	\$ -	\$ 523.28	\$ 242.40	\$ 280.88	\$ 40,862.51	\$ 100,655.84
249	4/1/2023	\$ 40,862.51	\$ 523.28	\$ -	\$ 523.28	\$ 244.05	\$ 279.23	\$ 40,618.46	\$ 100,935.07
250	5/1/2023	\$ 40,618.46	\$ 523.28	\$ -	\$ 523.28	\$ 245.72	\$ 277.56	\$ 40,372.74	\$ 101,212.63
251	6/1/2023	\$ 40,372.74	\$ 523.28	\$ -	\$ 523.28	\$ 247.40	\$ 275.88	\$ 40,125.33	\$ 101,488.51
252	7/1/2023	\$ 40,125.33	\$ 523.28	\$ -	\$ 523.28	\$ 249.09	\$ 274.19	\$ 39,876.24	\$ 101,762.70
253	8/1/2023	\$ 39,876.24	\$ 523.28	\$ -	\$ 523.28	\$ 250.79	\$ 272.49	\$ 39,625.45	\$ 102,035.19
254	9/1/2023	\$ 39,625.45	\$ 523.28	\$ -	\$ 523.28	\$ 252.51	\$ 270.77	\$ 39,372.94	\$ 102,305.96
255	10/1/2023	\$ 39,372.94	\$ 523.28	\$ -	\$ 523.28	\$ 254.23	\$ 269.05	\$ 39,118.71	\$ 102,575.01
256	11/1/2023	\$ 39,118.71	\$ 523.28	\$ -	\$ 523.28	\$ 255.97	\$ 267.31	\$ 38,862.74	\$ 102,842.32
257	12/1/2023	\$ 38,862.74	\$ 523.28	\$ -	\$ 523.28	\$ 257.72	\$ 265.56	\$ 38,605.02	\$ 103,107.88
258	1/1/2024	\$ 38,605.02	\$ 523.28	\$ -	\$ 523.28	\$ 259.48	\$ 263.80	\$ 38,345.54	\$ 103,371.68
259	2/1/2024	\$ 38,345.54	\$ 523.28	\$ -	\$ 523.28	\$ 261.25	\$ 262.03	\$ 38,084.29	\$ 103,633.71
260	3/1/2024	\$ 38,084.29	\$ 523.28	\$ -	\$ 523.28	\$ 263.04	\$ 260.24	\$ 37,821.25	\$ 103,893.95
261	4/1/2024	\$ 37,821.25	\$ 523.28	\$ -	\$ 523.28	\$ 264.84	\$ 258.45	\$ 37,556.42	\$ 104,152.40
262	5/1/2024	\$ 37,556.42	\$ 523.28	\$ -	\$ 523.28	\$ 266.65	\$ 256.64	\$ 37,289.77	\$ 104,409.04
263	6/1/2024	\$ 37,289.77	\$ 523.28	\$ -	\$ 523.28	\$ 268.47	\$ 254.81	\$ 37,021.30	\$ 104,663.85
264	7/1/2024	\$ 37,021.30	\$ 523.28	\$ -	\$ 523.28	\$ 270.30	\$ 252.98	\$ 36,751.00	\$ 104,916.83
265	8/1/2024	\$ 36,751.00	\$ 523.28	\$ -	\$ 523.28	\$ 272.15	\$ 251.13	\$ 36,478.85	\$ 105,167.96
266	9/1/2024	\$ 36,478.85	\$ 523.28	\$ -	\$ 523.28	\$ 274.01	\$ 249.27	\$ 36,204.85	\$ 105,417.23
267	10/1/2024	\$ 36,204.85	\$ 523.28	\$ -	\$ 523.28	\$ 275.88	\$ 247.40	\$ 35,928.96	\$ 105,664.63

Pmt. No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
268	11/1/2024	\$ 35,928.96	\$ 523.28	\$ -	\$ 523.28	\$ 277.77	\$ 245.51	\$ 35,651.20	\$ 105,910.15
269	12/1/2024	\$ 35,651.20	\$ 523.28	\$ -	\$ 523.28	\$ 279.66	\$ 243.62	\$ 35,371.53	\$ 106,153.76
270	1/1/2025	\$ 35,371.53	\$ 523.28	\$ -	\$ 523.28	\$ 281.58	\$ 241.71	\$ 35,089.96	\$ 106,395.47
271	2/1/2025	\$ 35,089.96	\$ 523.28	\$ -	\$ 523.28	\$ 283.50	\$ 239.78	\$ 34,806.46	\$ 106,635.25
272	3/1/2025	\$ 34,806.46	\$ 523.28	\$ -	\$ 523.28	\$ 285.44	\$ 237.84	\$ 34,521.02	\$ 106,873.09
273	4/1/2025	\$ 34,521.02	\$ 523.28	\$ -	\$ 523.28	\$ 287.39	\$ 235.89	\$ 34,233.64	\$ 107,108.99
274	5/1/2025	\$ 34,233.64	\$ 523.28	\$ -	\$ 523.28	\$ 289.35	\$ 233.93	\$ 33,944.29	\$ 107,342.92
275	6/1/2025	\$ 33,944.29	\$ 523.28	\$ -	\$ 523.28	\$ 291.33	\$ 231.95	\$ 33,652.96	\$ 107,574.87
276	7/1/2025	\$ 33,652.96	\$ 523.28	\$ -	\$ 523.28	\$ 293.32	\$ 229.96	\$ 33,359.64	\$ 107,804.83
277	8/1/2025	\$ 33,359.64	\$ 523.28	\$ -	\$ 523.28	\$ 295.32	\$ 227.96	\$ 33,064.32	\$ 108,032.79
278	9/1/2025	\$ 33,064.32	\$ 523.28	\$ -	\$ 523.28	\$ 297.34	\$ 225.94	\$ 32,766.97	\$ 108,258.73
279	10/1/2025	\$ 32,766.97	\$ 523.28	\$ -	\$ 523.28	\$ 299.37	\$ 223.91	\$ 32,467.60	\$ 108,482.64
280	11/1/2025	\$ 32,467.60	\$ 523.28	\$ -	\$ 523.28	\$ 301.42	\$ 221.86	\$ 32,166.18	\$ 108,704.50
281	12/1/2025	\$ 32,166.18	\$ 523.28	\$ -	\$ 523.28	\$ 303.48	\$ 219.80	\$ 31,862.70	\$ 108,924.30
282	1/1/2026	\$ 31,862.70	\$ 523.28	\$ -	\$ 523.28	\$ 305.55	\$ 217.73	\$ 31,557.15	\$ 109,142.03
283	2/1/2026	\$ 31,557.15	\$ 523.28	\$ -	\$ 523.28	\$ 307.64	\$ 215.64	\$ 31,249.51	\$ 109,357.67
284	3/1/2026	\$ 31,249.51	\$ 523.28	\$ -	\$ 523.28	\$ 309.74	\$ 213.54	\$ 30,939.77	\$ 109,571.21
285	4/1/2026	\$ 30,939.77	\$ 523.28	\$ -	\$ 523.28	\$ 311.86	\$ 211.42	\$ 30,627.91	\$ 109,782.63
286	5/1/2026	\$ 30,627.91	\$ 523.28	\$ -	\$ 523.28	\$ 313.99	\$ 209.29	\$ 30,313.92	\$ 109,991.92
287	6/1/2026	\$ 30,313.92	\$ 523.28	\$ -	\$ 523.28	\$ 316.14	\$ 207.15	\$ 29,997.78	\$ 110,199.07
288	7/1/2026	\$ 29,997.78	\$ 523.28	\$ -	\$ 523.28	\$ 318.30	\$ 204.98	\$ 29,679.49	\$ 110,404.05
289	8/1/2026	\$ 29,679.49	\$ 523.28	\$ -	\$ 523.28	\$ 320.47	\$ 202.81	\$ 29,359.02	\$ 110,606.86
290	9/1/2026	\$ 29,359.02	\$ 523.28	\$ -	\$ 523.28	\$ 322.66	\$ 200.62	\$ 29,036.36	\$ 110,807.48
291	10/1/2026	\$ 29,036.36	\$ 523.28	\$ -	\$ 523.28	\$ 324.87	\$ 198.42	\$ 28,711.49	\$ 111,005.89
292	11/1/2026	\$ 28,711.49	\$ 523.28	\$ -	\$ 523.28	\$ 327.09	\$ 196.20	\$ 28,384.41	\$ 111,202.09
293	12/1/2026	\$ 28,384.41	\$ 523.28	\$ -	\$ 523.28	\$ 329.32	\$ 193.96	\$ 28,055.08	\$ 111,396.05
294	1/1/2027	\$ 28,055.08	\$ 523.28	\$ -	\$ 523.28	\$ 331.57	\$ 191.71	\$ 27,723.51	\$ 111,587.76
295	2/1/2027	\$ 27,723.51	\$ 523.28	\$ -	\$ 523.28	\$ 333.84	\$ 189.44	\$ 27,389.68	\$ 111,777.20
296	3/1/2027	\$ 27,389.68	\$ 523.28	\$ -	\$ 523.28	\$ 336.12	\$ 187.16	\$ 27,053.56	\$ 111,964.37
297	4/1/2027	\$ 27,053.56	\$ 523.28	\$ -	\$ 523.28	\$ 338.41	\$ 184.87	\$ 26,715.14	\$ 112,149.23
298	5/1/2027	\$ 26,715.14	\$ 523.28	\$ -	\$ 523.28	\$ 340.73	\$ 182.55	\$ 26,374.42	\$ 112,331.79
299	6/1/2027	\$ 26,374.42	\$ 523.28	\$ -	\$ 523.28	\$ 343.06	\$ 180.23	\$ 26,031.36	\$ 112,512.01
300	7/1/2027	\$ 26,031.36	\$ 523.28	\$ -	\$ 523.28	\$ 345.40	\$ 177.88	\$ 25,685.96	\$ 112,689.89
301	8/1/2027	\$ 25,685.96	\$ 523.28	\$ -	\$ 523.28	\$ 347.76	\$ 175.52	\$ 25,338.20	\$ 112,865.41
302	9/1/2027	\$ 25,338.20	\$ 523.28	\$ -	\$ 523.28	\$ 350.14	\$ 173.14	\$ 24,988.07	\$ 113,038.56
303	10/1/2027	\$ 24,988.07	\$ 523.28	\$ -	\$ 523.28	\$ 352.53	\$ 170.75	\$ 24,635.54	\$ 113,209.31
304	11/1/2027	\$ 24,635.54	\$ 523.28	\$ -	\$ 523.28	\$ 354.94	\$ 168.34	\$ 24,280.60	\$ 113,377.65
305	12/1/2027	\$ 24,280.60	\$ 523.28	\$ -	\$ 523.28	\$ 357.36	\$ 165.92	\$ 23,923.23	\$ 113,543.57
306	1/1/2028	\$ 23,923.23	\$ 523.28	\$ -	\$ 523.28	\$ 359.81	\$ 163.48	\$ 23,563.43	\$ 113,707.04
307	2/1/2028	\$ 23,563.43	\$ 523.28	\$ -	\$ 523.28	\$ 362.26	\$ 161.02	\$ 23,201.17	\$ 113,868.06
308	3/1/2028	\$ 23,201.17	\$ 523.28	\$ -	\$ 523.28	\$ 364.74	\$ 158.54	\$ 22,836.43	\$ 114,026.60
309	4/1/2028	\$ 22,836.43	\$ 523.28	\$ -	\$ 523.28	\$ 367.23	\$ 156.05	\$ 22,469.19	\$ 114,182.65
310	5/1/2028	\$ 22,469.19	\$ 523.28	\$ -	\$ 523.28	\$ 369.74	\$ 153.54	\$ 22,099.45	\$ 114,336.19
311	6/1/2028	\$ 22,099.45	\$ 523.28	\$ -	\$ 523.28	\$ 372.27	\$ 151.01	\$ 21,727.19	\$ 114,487.20
312	7/1/2028	\$ 21,727.19	\$ 523.28	\$ -	\$ 523.28	\$ 374.81	\$ 148.47	\$ 21,352.37	\$ 114,635.67
313	8/1/2028	\$ 21,352.37	\$ 523.28	\$ -	\$ 523.28	\$ 377.37	\$ 145.91	\$ 20,975.00	\$ 114,781.58
314	9/1/2028	\$ 20,975.00	\$ 523.28	\$ -	\$ 523.28	\$ 379.95	\$ 143.33	\$ 20,595.05	\$ 114,924.91

Pmt. No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
315	10/1/2028	\$ 20,595.05	\$ 523.28	\$ -	\$ 523.28	\$ 382.55	\$ 140.73	\$ 20,212.50	\$ 115,065.64
316	11/1/2028	\$ 20,212.50	\$ 523.28	\$ -	\$ 523.28	\$ 385.16	\$ 138.12	\$ 19,827.34	\$ 115,203.76
317	12/1/2028	\$ 19,827.34	\$ 523.28	\$ -	\$ 523.28	\$ 387.79	\$ 135.49	\$ 19,439.55	\$ 115,339.25
318	1/1/2029	\$ 19,439.55	\$ 523.28	\$ -	\$ 523.28	\$ 390.44	\$ 132.84	\$ 19,049.10	\$ 115,472.09
319	2/1/2029	\$ 19,049.10	\$ 523.28	\$ -	\$ 523.28	\$ 393.11	\$ 130.17	\$ 18,655.99	\$ 115,602.25
320	3/1/2029	\$ 18,655.99	\$ 523.28	\$ -	\$ 523.28	\$ 395.80	\$ 127.48	\$ 18,260.19	\$ 115,729.74
321	4/1/2029	\$ 18,260.19	\$ 523.28	\$ -	\$ 523.28	\$ 398.50	\$ 124.78	\$ 17,861.69	\$ 115,854.52
322	5/1/2029	\$ 17,861.69	\$ 523.28	\$ -	\$ 523.28	\$ 401.23	\$ 122.05	\$ 17,460.46	\$ 115,976.57
323	6/1/2029	\$ 17,460.46	\$ 523.28	\$ -	\$ 523.28	\$ 403.97	\$ 119.31	\$ 17,056.50	\$ 116,095.88
324	7/1/2029	\$ 17,056.50	\$ 523.28	\$ -	\$ 523.28	\$ 406.73	\$ 116.55	\$ 16,649.77	\$ 116,212.44
325	8/1/2029	\$ 16,649.77	\$ 523.28	\$ -	\$ 523.28	\$ 409.51	\$ 113.77	\$ 16,240.26	\$ 116,326.21
326	9/1/2029	\$ 16,240.26	\$ 523.28	\$ -	\$ 523.28	\$ 412.31	\$ 110.98	\$ 15,827.95	\$ 116,437.18
327	10/1/2029	\$ 15,827.95	\$ 523.28	\$ -	\$ 523.28	\$ 415.12	\$ 108.16	\$ 15,412.83	\$ 116,545.34
328	11/1/2029	\$ 15,412.83	\$ 523.28	\$ -	\$ 523.28	\$ 417.96	\$ 105.32	\$ 14,994.87	\$ 116,650.66
329	12/1/2029	\$ 14,994.87	\$ 523.28	\$ -	\$ 523.28	\$ 420.82	\$ 102.46	\$ 14,574.06	\$ 116,753.13
330	1/1/2030	\$ 14,574.06	\$ 523.28	\$ -	\$ 523.28	\$ 423.69	\$ 99.59	\$ 14,150.36	\$ 116,852.72
331	2/1/2030	\$ 14,150.36	\$ 523.28	\$ -	\$ 523.28	\$ 426.59	\$ 96.69	\$ 13,723.78	\$ 116,949.41
332	3/1/2030	\$ 13,723.78	\$ 523.28	\$ -	\$ 523.28	\$ 429.50	\$ 93.78	\$ 13,294.28	\$ 117,043.19
333	4/1/2030	\$ 13,294.28	\$ 523.28	\$ -	\$ 523.28	\$ 432.44	\$ 90.84	\$ 12,861.84	\$ 117,134.04
334	5/1/2030	\$ 12,861.84	\$ 523.28	\$ -	\$ 523.28	\$ 435.39	\$ 87.89	\$ 12,426.45	\$ 117,221.92
335	6/1/2030	\$ 12,426.45	\$ 523.28	\$ -	\$ 523.28	\$ 438.37	\$ 84.91	\$ 11,988.08	\$ 117,306.84
336	7/1/2030	\$ 11,988.08	\$ 523.28	\$ -	\$ 523.28	\$ 441.36	\$ 81.92	\$ 11,546.72	\$ 117,388.76
337	8/1/2030	\$ 11,546.72	\$ 523.28	\$ -	\$ 523.28	\$ 444.38	\$ 78.90	\$ 11,102.34	\$ 117,467.66
338	9/1/2030	\$ 11,102.34	\$ 523.28	\$ -	\$ 523.28	\$ 447.41	\$ 75.87	\$ 10,654.93	\$ 117,543.53
339	10/1/2030	\$ 10,654.93	\$ 523.28	\$ -	\$ 523.28	\$ 450.47	\$ 72.81	\$ 10,204.45	\$ 117,616.33
340	11/1/2030	\$ 10,204.45	\$ 523.28	\$ -	\$ 523.28	\$ 453.55	\$ 69.73	\$ 9,750.90	\$ 117,686.06
341	12/1/2030	\$ 9,750.90	\$ 523.28	\$ -	\$ 523.28	\$ 456.65	\$ 66.63	\$ 9,294.25	\$ 117,752.70
342	1/1/2031	\$ 9,294.25	\$ 523.28	\$ -	\$ 523.28	\$ 459.77	\$ 63.51	\$ 8,834.48	\$ 117,816.21
343	2/1/2031	\$ 8,834.48	\$ 523.28	\$ -	\$ 523.28	\$ 462.91	\$ 60.37	\$ 8,371.57	\$ 117,876.58
344	3/1/2031	\$ 8,371.57	\$ 523.28	\$ -	\$ 523.28	\$ 466.07	\$ 57.21	\$ 7,905.50	\$ 117,933.78
345	4/1/2031	\$ 7,905.50	\$ 523.28	\$ -	\$ 523.28	\$ 469.26	\$ 54.02	\$ 7,436.24	\$ 117,987.80
346	5/1/2031	\$ 7,436.24	\$ 523.28	\$ -	\$ 523.28	\$ 472.47	\$ 50.81	\$ 6,963.77	\$ 118,038.62
347	6/1/2031	\$ 6,963.77	\$ 523.28	\$ -	\$ 523.28	\$ 475.69	\$ 47.59	\$ 6,488.08	\$ 118,086.20
348	7/1/2031	\$ 6,488.08	\$ 523.28	\$ -	\$ 523.28	\$ 478.95	\$ 44.34	\$ 6,009.13	\$ 118,130.54
349	8/1/2031	\$ 6,009.13	\$ 523.28	\$ -	\$ 523.28	\$ 482.22	\$ 41.06	\$ 5,526.91	\$ 118,171.60
350	9/1/2031	\$ 5,526.91	\$ 523.28	\$ -	\$ 523.28	\$ 485.51	\$ 37.77	\$ 5,041.40	\$ 118,209.37
351	10/1/2031	\$ 5,041.40	\$ 523.28	\$ -	\$ 523.28	\$ 488.83	\$ 34.45	\$ 4,552.57	\$ 118,243.82
352	11/1/2031	\$ 4,552.57	\$ 523.28	\$ -	\$ 523.28	\$ 492.17	\$ 31.11	\$ 4,060.40	\$ 118,274.93
353	12/1/2031	\$ 4,060.40	\$ 523.28	\$ -	\$ 523.28	\$ 495.53	\$ 27.75	\$ 3,564.86	\$ 118,302.67
354	1/1/2032	\$ 3,564.86	\$ 523.28	\$ -	\$ 523.28	\$ 498.92	\$ 24.36	\$ 3,065.94	\$ 118,327.03
355	2/1/2032	\$ 3,065.94	\$ 523.28	\$ -	\$ 523.28	\$ 502.33	\$ 20.95	\$ 2,563.61	\$ 118,347.98
356	3/1/2032	\$ 2,563.61	\$ 523.28	\$ -	\$ 523.28	\$ 505.76	\$ 17.52	\$ 2,057.85	\$ 118,365.50
357	4/1/2032	\$ 2,057.85	\$ 523.28	\$ -	\$ 523.28	\$ 509.22	\$ 14.06	\$ 1,548.63	\$ 118,379.56
358	5/1/2032	\$ 1,548.63	\$ 523.28	\$ -	\$ 523.28	\$ 512.70	\$ 10.58	\$ 1,035.93	\$ 118,390.14
359	6/1/2032	\$ 1,035.93	\$ 523.28	\$ -	\$ 523.28	\$ 516.20	\$ 7.08	\$ 519.73	\$ 118,397.22
360	7/1/2032	\$ 519.73	\$ 523.28	\$ -	\$ 519.73	\$ 516.18	\$ 3.55	\$ -	\$ 118,400.78

To: Rolland Jerue

FAX: 800-868-0582

APR-08-02 09:26

FROM-Aames Home Loan

8008580582

T-796 P.01/01 F-652

attention

AAMES Home Loan

Veronica Williams!

BORROWER'S CERTIFICATION & AUTHORIZATION

CERTIFICATION

The undersigned certify the following:

1. I/We have applied for a mortgage loan from AAMES Home Loan. In applying for this loan. I/We completed a loan application containing various information on the purpose of the loan, the amount and source of the downpayment, employment and income information, and assets and liabilities, I/We certify that all the information is true and complete. I/We made no misrepresentations in the loan application or other documents, nor did I/We omit any pertinent information.
2. If this is a Streamline Program, I/We understand and agree that AAMES Home Loan reserves the right to change the mortgage loan review process to a full documentation program. This may include verifying the information provided on the application with the employer and/or financial institution.
3. I/We fully understand that it is a Federal crime, punishable by fine or imprisonment, or both, to knowingly make any false statements when applying for this mortgage, as applicable under the provisions of Title 18, United States Code, Section 1014.

AUTHORIZATION TO RELEASE INFORMATION

To Whom It May Concern:

1. I/We have applied for a mortgage loan from AAMES Home Loan. As a part of the application process, AAMES Home Loan and the mortgage guaranty insurer (if any), may verify information contained in my/our loan application and in other documents required in connection with the loan, either before the loan is closed or as part of its quality control program.
2. I/We authorize you to provide AAMES Home Loan and to any investor to whom AAMES Home Loan may sell my/our mortgage, and to the mortgage guaranty insurer (if any), any and all information and documentation that they request. Such information includes, but is not limited to, employment history and income; bank, money market, and similar account balances, credit history; and copies of income tax returns.
3. AAMES Home Loan or any investor that purchases the mortgage, or the mortgage guaranty insurer (if any), may address this authorization to any party named in the loan application.
4. A copy of this authorization may be accepted as an original.
5. Your prompt reply to AAMES Home Loan or the investor that purchased the mortgage is appreciated.
6. Mortgage guaranty insurer (if any): _____

Veronica Williams
 (Borrower's Signature)

 (Borrower's Signature)

 (Borrower's Signature)

 (Borrower's Signature)



P.O. Box 57093 ■ Irvine, CA 92619-7093

AAMES Home Loan

Loan Amortization Schedule

Enter values	
Loan amount	\$ 261,000.00
Annual interest rate	7.00 %
Loan period in years	30
Number of payments per year	12
Start date of loan	4/1/2006
Optional extra payments	\$ 5,000.00

Loan summary	
Scheduled payment	\$ 1,736.44
Scheduled number of payments	360
Actual number of payments	45
Total early payments	\$ 220,000.00
Total interest	\$ 35,722.55

Lender name:

Pmt. No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
1	5/1/2006	\$ 261,000.00	\$ 1,736.44	\$ 5,000.00	\$ 6,736.44	\$ 5,213.94	\$ 1,522.50	\$ 255,786.06	\$ 1,522.50
2	6/1/2006	\$ 255,786.06	\$ 1,736.44	\$ 5,000.00	\$ 6,736.44	\$ 5,244.35	\$ 1,492.09	\$ 250,541.71	\$ 3,014.59
3	7/1/2006	\$ 250,541.71	\$ 1,736.44	\$ 5,000.00	\$ 6,736.44	\$ 5,274.95	\$ 1,461.49	\$ 245,266.76	\$ 4,476.08
4	8/1/2006	\$ 245,266.76	\$ 1,736.44	\$ 5,000.00	\$ 6,736.44	\$ 5,305.72	\$ 1,430.72	\$ 239,961.04	\$ 5,906.80
5	9/1/2006	\$ 239,961.04	\$ 1,736.44	\$ 5,000.00	\$ 6,736.44	\$ 5,336.67	\$ 1,399.77	\$ 234,624.38	\$ 7,306.57
6	10/1/2006	\$ 234,624.38	\$ 1,736.44	\$ 5,000.00	\$ 6,736.44	\$ 5,367.80	\$ 1,368.64	\$ 229,256.58	\$ 8,675.22
7	11/1/2006	\$ 229,256.58	\$ 1,736.44	\$ 5,000.00	\$ 6,736.44	\$ 5,399.11	\$ 1,337.33	\$ 223,857.47	\$ 10,012.55
8	12/1/2006	\$ 223,857.47	\$ 1,736.44	\$ 5,000.00	\$ 6,736.44	\$ 5,430.60	\$ 1,305.84	\$ 218,426.87	\$ 11,318.38
9	1/1/2007	\$ 218,426.87	\$ 1,736.44	\$ 5,000.00	\$ 6,736.44	\$ 5,462.28	\$ 1,274.16	\$ 212,964.58	\$ 12,592.54
10	2/1/2007	\$ 212,964.58	\$ 1,736.44	\$ 5,000.00	\$ 6,736.44	\$ 5,494.15	\$ 1,242.29	\$ 207,470.44	\$ 13,834.83
11	3/1/2007	\$ 207,470.44	\$ 1,736.44	\$ 5,000.00	\$ 6,736.44	\$ 5,526.20	\$ 1,210.24	\$ 201,944.24	\$ 15,045.08
12	4/1/2007	\$ 201,944.24	\$ 1,736.44	\$ 5,000.00	\$ 6,736.44	\$ 5,558.43	\$ 1,178.01	\$ 196,385.81	\$ 16,223.08
13	5/1/2007	\$ 196,385.81	\$ 1,736.44	\$ 5,000.00	\$ 6,736.44	\$ 5,590.86	\$ 1,145.58	\$ 190,794.95	\$ 17,368.67
14	6/1/2007	\$ 190,794.95	\$ 1,736.44	\$ 5,000.00	\$ 6,736.44	\$ 5,623.47	\$ 1,112.97	\$ 185,171.49	\$ 18,481.64
15	7/1/2007	\$ 185,171.49	\$ 1,736.44	\$ 5,000.00	\$ 6,736.44	\$ 5,656.27	\$ 1,080.17	\$ 179,515.21	\$ 19,561.81
16	8/1/2007	\$ 179,515.21	\$ 1,736.44	\$ 5,000.00	\$ 6,736.44	\$ 5,689.27	\$ 1,047.17	\$ 173,825.95	\$ 20,608.98
17	9/1/2007	\$ 173,825.95	\$ 1,736.44	\$ 5,000.00	\$ 6,736.44	\$ 5,722.45	\$ 1,013.98	\$ 168,103.49	\$ 21,622.96
18	10/1/2007	\$ 168,103.49	\$ 1,736.44	\$ 5,000.00	\$ 6,736.44	\$ 5,755.84	\$ 980.60	\$ 162,347.65	\$ 22,603.57
19	11/1/2007	\$ 162,347.65	\$ 1,736.44	\$ 5,000.00	\$ 6,736.44	\$ 5,789.41	\$ 947.03	\$ 156,558.24	\$ 23,550.59
20	12/1/2007	\$ 156,558.24	\$ 1,736.44	\$ 5,000.00	\$ 6,736.44	\$ 5,823.18	\$ 913.26	\$ 150,735.06	\$ 24,463.85
21	1/1/2008	\$ 150,735.06	\$ 1,736.44	\$ 5,000.00	\$ 6,736.44	\$ 5,857.15	\$ 879.29	\$ 144,877.91	\$ 25,343.14
22	2/1/2008	\$ 144,877.91	\$ 1,736.44	\$ 5,000.00	\$ 6,736.44	\$ 5,891.32	\$ 845.12	\$ 138,986.59	\$ 26,188.26
23	3/1/2008	\$ 138,986.59	\$ 1,736.44	\$ 5,000.00	\$ 6,736.44	\$ 5,925.68	\$ 810.76	\$ 133,060.91	\$ 26,999.01
24	4/1/2008	\$ 133,060.91	\$ 1,736.44	\$ 5,000.00	\$ 6,736.44	\$ 5,960.25	\$ 776.19	\$ 127,100.65	\$ 27,775.20
25	5/1/2008	\$ 127,100.65	\$ 1,736.44	\$ 5,000.00	\$ 6,736.44	\$ 5,995.02	\$ 741.42	\$ 121,105.64	\$ 28,516.62
26	6/1/2008	\$ 121,105.64	\$ 1,736.44	\$ 5,000.00	\$ 6,736.44	\$ 6,029.99	\$ 706.45	\$ 115,075.65	\$ 29,223.07
27	7/1/2008	\$ 115,075.65	\$ 1,736.44	\$ 5,000.00	\$ 6,736.44	\$ 6,065.16	\$ 671.27	\$ 109,010.48	\$ 29,894.35
28	8/1/2008	\$ 109,010.48	\$ 1,736.44	\$ 5,000.00	\$ 6,736.44	\$ 6,100.55	\$ 635.89	\$ 102,909.94	\$ 30,530.24
29	9/1/2008	\$ 102,909.94	\$ 1,736.44	\$ 5,000.00	\$ 6,736.44	\$ 6,136.13	\$ 600.31	\$ 96,773.80	\$ 31,130.55
30	10/1/2008	\$ 96,773.80	\$ 1,736.44	\$ 5,000.00	\$ 6,736.44	\$ 6,171.93	\$ 564.51	\$ 90,601.88	\$ 31,695.06
31	11/1/2008	\$ 90,601.88	\$ 1,736.44	\$ 5,000.00	\$ 6,736.44	\$ 6,207.93	\$ 528.51	\$ 84,393.95	\$ 32,223.57
32	12/1/2008	\$ 84,393.95	\$ 1,736.44	\$ 5,000.00	\$ 6,736.44	\$ 6,244.14	\$ 492.30	\$ 78,149.81	\$ 32,715.87

Pmt. No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
33	1/1/2009	\$ 78,149.81	\$ 1,736.44	\$ 5,000.00	\$ 6,736.44	\$ 6,280.57	\$ 455.87	\$ 71,869.24	\$ 33,171.75
34	2/1/2009	\$ 71,869.24	\$ 1,736.44	\$ 5,000.00	\$ 6,736.44	\$ 6,317.20	\$ 419.24	\$ 65,552.04	\$ 33,590.98
35	3/1/2009	\$ 65,552.04	\$ 1,736.44	\$ 5,000.00	\$ 6,736.44	\$ 6,354.05	\$ 382.39	\$ 59,197.99	\$ 33,973.37
36	4/1/2009	\$ 59,197.99	\$ 1,736.44	\$ 5,000.00	\$ 6,736.44	\$ 6,391.12	\$ 345.32	\$ 52,806.87	\$ 34,318.69
37	5/1/2009	\$ 52,806.87	\$ 1,736.44	\$ 5,000.00	\$ 6,736.44	\$ 6,428.40	\$ 308.04	\$ 46,378.47	\$ 34,626.73
38	6/1/2009	\$ 46,378.47	\$ 1,736.44	\$ 5,000.00	\$ 6,736.44	\$ 6,465.90	\$ 270.54	\$ 39,912.57	\$ 34,897.27
39	7/1/2009	\$ 39,912.57	\$ 1,736.44	\$ 5,000.00	\$ 6,736.44	\$ 6,503.62	\$ 232.82	\$ 33,408.96	\$ 35,130.10
40	8/1/2009	\$ 33,408.96	\$ 1,736.44	\$ 5,000.00	\$ 6,736.44	\$ 6,541.55	\$ 194.89	\$ 26,867.40	\$ 35,324.98
41	9/1/2009	\$ 26,867.40	\$ 1,736.44	\$ 5,000.00	\$ 6,736.44	\$ 6,579.71	\$ 156.73	\$ 20,287.69	\$ 35,481.71
42	10/1/2009	\$ 20,287.69	\$ 1,736.44	\$ 5,000.00	\$ 6,736.44	\$ 6,618.09	\$ 118.34	\$ 13,669.59	\$ 35,600.05
43	11/1/2009	\$ 13,669.59	\$ 1,736.44	\$ 5,000.00	\$ 6,736.44	\$ 6,656.70	\$ 79.74	\$ 7,012.89	\$ 35,679.79
44	12/1/2009	\$ 7,012.89	\$ 1,736.44	\$ 5,000.00	\$ 6,736.44	\$ 6,695.53	\$ 40.91	\$ 317.36	\$ 35,720.70
45	1/1/2010	\$ 317.36	\$ 1,736.44	\$ -	\$ 317.36	\$ 315.51	\$ 1.85	\$ -	\$ 35,722.55

Statements & Forms – LITTON STATEMENT



Litton Loan Servicing®

SEND PAYMENTS TO:
P.O. Box 4387
Houston, TX 77210-4387
www.littonloan.com



62317-174869-035
VERONICA WILLIAMS
PO BOX 978
SOUTH ORANGE NJ 07079-0978



BILLING STATEMENT

STATEMENT DATE 02/12/2009
LOAN NUMBER 0040212367
CONTRACTUAL DUE DATE 01/01/2009

PROPERTY ADDRESS: 541 Scotland Rd
South Orange NJ 07079

PRINCIPAL AND INTEREST 2,050.60
ESCROW AMOUNT 1,056.35
ADDITIONAL AMOUNT REQUIRED 0.00
MISCELLANEOUS 0.00

TOTAL MONTHLY PAYMENT 3,106.95

LATE CHARGES DUE 102.53
OTHER FEES DUE 0.00

PAYMENT OPTIONS

Pay Online
www.littonloan.com
Go to "Make a Payment"

Pay By Mail
P.O. Box 4387
Houston, TX 77210-4387

Pay By Phone
(800) 999-8501
Press Option 3

Western Union
Code City: Litton
Code State: Texas

LOAN INFORMATION

*PRINCIPAL BALANCE 292,277.79
ESCROW BALANCE -4,542.57
SUSPENSE BALANCE 0.00

CURRENT INTEREST RATE 7.2500

* This is not a payoff balance.

Refer to back of statement for additional information.

This in an attempt to collect your debt and any information obtained will be used for that purpose.

TRANSACTIONS SINCE LAST STATEMENT

TRANSACTION DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	PRINCIPAL	INTEREST	ESCROW	SUSPENSE / FEE OTHER
02/10/09	FEE WAIVER	102.53-	0.00	0.00	0.00	102.53-

IMPORTANT MESSAGES

Statements & Forms – CHASE STATEMENT



Home Equity Line Of Credit Statement
Statement Period: 02-17-09 through 03-19-09

Account Number: 1		Line Information as of 03-19-09	
Last Payment Received: 02-12-09	\$511.73	Credit Line:	\$150,000.00
New Minimum Payment Due:	04-13-09	Available for use:	\$0.00
New Minimum Payment Amount:	\$1,441.10	Prior Year Interest Paid:	\$2,180.00



0000076 HLS 001 07809 D - BRE TX
VERONICA WILLIAMS
PO BOX 978
SOUTH ORANGE, NJ 07079-0978



News You Can Use

You should have received your Mortgage Interest Statement. Your mortgage interest statement (Form 1098) was included in your January statement or mailed to you at the end of January. You can also log onto your account at chase.com and click "See Statements," or call the voice response number on this statement.

MANAGE YOUR ACCOUNT ONLINE. Visit our website at chase.com for updated account information and special offers exclusively for Chase customers.

YOUR ACCOUNT IS PAST DUE. PLEASE MAKE A PAYMENT TODAY.

Previous Statement Balance	\$165,816.89
(-) Payments/Credits	\$0.00
(+) Debits/Advances	\$0.00
(+) Debits/Fees/Finance Charges	\$375.82
(=) Current Statement Balance**	\$166,192.71

**This is not a payoff amount. Please contact us to request a payoff quote.

To Contact Us:	
By Phone:	(800) 836-5656
Para Español:	(800) 800-5626
Hearing Impaired:	(800) 582-0542
Internet:	www.chase.com

Activity Since Your Last Statement

Post Date	Description	Payments/ Credits	Debits/ Advances/Fees	Principal Balance After Transaction
02-17-09	Balance Forward			\$147,499.50
02-17-09	Beginning ANNUAL PERCENTAGE RATE Periodic Rate .0008219		3.00% Daily	
03-19-09	FINANCE CHARGE (Interest) Accrued 02-17-09 Thru 03-19-09		\$375.82	
Total		\$0.00	\$375.82	\$147,499.50

Current Statement Balance	=	Current Fees and Finance Charges	+	Previous Unpaid Fees and Finance Charges	+	Principal Balance
\$166,192.71		\$18,543.21		\$150.00		\$147,499.50

More News You Can Use

YOUR ACCOUNT IS PAST DUE. The payment amount due on your line includes a past due amount of \$645.55, plus any previous unpaid fees. If you have not already done so, please pay the past due amount immediately.

Please detach and return the bottom portion of this statement with your payment using the enclosed windowed envelope.

Payment Coupon	Home Equity Line Of Credit	VERONICA WILLIAMS
Account Number	00411660002648	
Due Date	04-13-09	
Payment Due	\$645.55	<input type="checkbox"/> Check box if address has changed; indicate changes on reverse side.
Amount Past Due as of 03-19-09	\$645.55	- Please make check payable to Chase.
Fees	\$150.00	- Write your account number on your check; include coupon with payment.
Minimum Payment Due	\$1,441.10	
	Amount Enclosed \$	<input type="text"/>

50000900000002000000411660002648014411000645559



5000090 2 21 4 1 66000 2648

Attachment III –
LITTON LOAN – MODIFICATION CONFIRMATION CBR Balance: \$27306.00
(Highlights of Litton Loan)

This section explains why my mortgage with Litton Loan will soon be in good standing and how we got here.

I acted in good faith, notifying Litton Loan that I intended to apply for the Federal HAMP Program. Since last January the following key events occurred:

Litton indicated I should pay other bills because I had to be at least 3 months in arrears to qualify. Litton would add the delinquent payments to the back end of the loan. Over the ensuing months, I made repeated phone calls, receiving assurance that Litton was working on my application and would offer me a modification plan if my HAMP application was not approved.

To my surprise and chagrin, I was served for foreclosure on my home in late July 2009. This was after notifying Litton that I had surgery in May, in height of preparation for new tenants, in financial disputes as well as additional challenges.

Litton repeatedly reassured me that they intended to complete processing of the modification – twice, in writing as well as by delaying my foreclosure. So I sold a major asset to pay off debt. I sent three certified payments that were returned by Litton while their representatives continued to make assurances.

In response to requests, I submitted extensive information several times to Litton Loan:

- I submitted modification request February 25, 2009
- I re-submitted modification request March 29, 2009
- I submitted response to Workout Plan August 2, 2009
- I submitted additional information for Workout Plan August 8, 2009
- I submitted response to new Workout Plan September 28, 2009
- I submitted additional information for new Workout Plan October 19, 2009
- I re-submitted additional information for new Workout Plan October 21, 2009
- I re-submitted additional information for new Workout Plan October 28, 2009
- I submitted additional information for Workout Plan November 25, 2009
- Submitted additional information for Workout Plan December 3, 2009

Based on feedback from Litton representatives I expect the latest modification to be approved by the end of this year. The next few pages show both Workout Plans and proof of payments towards these plans.

Attachment III cont'd. –
LITTON LOAN – MODIFICATION CONFIRMATION CBR Balance: \$27306.00
(current Workout Plan – complete 20- page document is enclosed)

LITTON LOAN 12/10/2009 2:19:58 PM PAGE 8/020 FAX SERVER

Investor Loan #: 8000082616

HOME AFFORDABLE MODIFICATION TRIAL PERIOD PLAN
(Step One of Two-Step Documentation Process)

Trial Period Plan Effective Date: 11/1/2009
Borrower ("I")¹: Veronica Williams
Lender ("Lender"): Litton Loan Servicing LP
Date of first lien Security Instrument ("Mortgage") and Note ("Note"): 3/31/2006
Loan Number: 40212367
Property Address ("Property"): 541 Scotland Rd, South Orange, NJ 07079

If I am in compliance with this Trial Period Plan (the "Plan") and my representations in Section 1 continue to be true in all material respects, then the Lender will provide me with a Home Affordable Modification Agreement ("Modification Agreement"), as set forth in Section 3, that would amend and supplement (1) the Mortgage on the Property and (2) the Note secured by the Mortgage. The Mortgage and Note together, as they may previously have been amended, are referred to as the "Loan Documents." Capitalized terms used in this Plan and not defined have the meaning given to them in the Loan Documents.

If I have not already done so, I am providing confirmation of the reasons I cannot afford my mortgage payment and documents to permit verification of all of my income (except that I understand that I am not required to disclose any child support or alimony unless I wish to have such income considered) to determine whether I qualify for the offer described in this Plan (the "Offer"). I understand that after I sign and return two copies of this Plan to the Lender, the Lender will send me a signed copy of this Plan if I qualify for the Offer or will send me written notice that I do not qualify for the Offer. This Plan will not take effect unless and until both I and the Lender sign it and Lender provides me with a copy of this Plan with the Lender's signature.

1. **My Representations.** I certify, represent to Lender and agree:
 - A. I am unable to afford my mortgage payments for the reasons indicated in my Hardship Affidavit, and as a result, (i) I am either in default or believe I will be in default under the Loan Documents in the near future, and (ii) I do not have sufficient income or access to sufficient liquid assets to make the monthly mortgage payments now or in the near future;
 - B. I live in the Property as my principal residence, and the Property has not been condemned;
 - C. There has been no change in the ownership of the Property since I signed the Loan Documents;
 - D. I am providing or already have provided documentation for **all** income that I receive (and I understand that I am not required to disclose any child support or alimony that I receive, unless I wish to have such income considered to qualify for the Offer);
 - E. Under penalty of perjury, all documents and information I have provided to Lender pursuant to this Plan, including the documents and information regarding my eligibility for the program, are true and correct; and
 - F. If Lender requires me to obtain credit counseling, I will do so.



¹ If there is more than one Borrower or Mortgagor executing this document, each is referred to as "I". For purposes of this document words signifying the singular (such as "I") shall include the plural (such as "we") and vice versa where appropriate.

**Attachment III cont'd. –
LITTON LOAN – MODIFICATION CONFIRMATION CBR Balance: \$27306.00**

Litton Loan 12/10/2009 2:19:58 PM PAGE 9/020 FAX Server

Loan #: 40212367

2. **The Trial Period Plan.** On or before each of the following due dates, I will pay the Lender the amount set forth below ("Trial Period Payment"), which includes payment for Escrow Items, including real estate taxes, insurance premiums, and other fees, if any, of U.S. \$1,340.89.

Trial Period Payment #	Trial Period Payment	Due Date On or Before #
1	\$2,316.53	11/1/2009
2	\$2,316.53	12/1/2009
3	\$2,316.53	1/1/2010

The Trial Period Payment is an estimate of the payment that will be required under the modified loan terms, which will be finalized in accordance with Section 3 below.

During the period (the "Trial Period") commencing on the Trial Period Effective Date and ending on the earlier of: (i) the first day of the month following the month in which the last Trial Period Payment is due (the "Modification Effective Date") or (ii) termination of this Plan, I understand and acknowledge that:

- A. TIME IS OF THE ESSENCE under this Plan;
- B. Except as set forth in Section 2.C. below, the Lender will suspend any scheduled foreclosure sale, provided I continue to meet the obligations under this Plan, but any pending foreclosure action will not be dismissed and may be immediately resumed from the point at which it was suspended if this Plan terminates, and no new notice of default, notice of intent to accelerate, notice of acceleration, or similar notice will be necessary to continue the foreclosure action, all rights to such notices being hereby waived to the extent permitted by applicable law;
- C. If my property is located in Georgia, Hawaii, Missouri, or Virginia and a foreclosure sale is currently scheduled, the foreclosure sale will not be suspended and the lender may foreclose if I have not made each and every Trial Period Payment that is due before the scheduled foreclosure sale. If a foreclosure sale occurs pursuant to this Section 2.C., this agreement shall be deemed terminated;
- D. The Lender will hold the payments received during the Trial Period in a non-interest bearing account until they total an amount that is enough to pay my oldest delinquent monthly payment on my loan in full. If there is any remaining money after such payment is applied, such remaining funds will be held by the Lender and not posted to my account until they total an amount that is enough to pay the next oldest delinquent monthly payment in full;
- E. When the Lender accepts and posts a payment during the Trial Period it will be without prejudice to, and will not be deemed a waiver of, the acceleration of the loan or foreclosure action and related activities and shall not constitute a cure of my default under the Loan Documents unless such payments are sufficient to completely cure my entire default under the Loan Documents;
- F. If prior to the Modification Effective Date, (i) the Lender does not provide me a fully executed copy of this Plan and the Modification Agreement; (ii) I have not made the Trial Period payments required under Section 2 of this Plan; or (iii) the Lender determines that my representations in Section 1 are no longer true and correct, the Loan Documents will not be modified and this Plan will terminate. In this event, the Lender will have all of the rights and remedies provided by the Loan Documents, and any payment I make under this Plan shall be applied to amounts I owe under the Loan Documents and shall not be refunded to me; and



Attachment III cont'd. –

LITTON LOAN – MODIFICATION CONFIRMATION CBR Balance: \$27306.00

Litton Loan 12/10/2009 2:19:58 PM PAGE 10/020 Fax Server

Loan #: 40212367

G. I understand that the Plan is not a modification of the Loan Documents and that the Loan Documents will not be modified unless and until (i) I meet all of the conditions required for modification, (ii) I receive a fully executed copy of a Modification Agreement, and (iii) the Modification Effective Date has passed. I further understand and agree that the Lender will not be obligated or bound to make any modification of the Loan Documents if I fail to meet any one of the requirements under this Plan.

3. **The Modification.** I understand that once Lender is able to determine the final amounts of unpaid interest and any other delinquent amounts (except late charges) to be added to my loan balance and after deducting from my loan balance any remaining money held at the end of the Trial Period under Section 2.D. above, the Lender will determine the new payment amount. If I comply with the requirements in Section 2 and my representations in Section 1 continue to be true in all material respects, the Lender will send me a Modification Agreement for my signature which will modify my Loan Documents as necessary to reflect this new payment amount and waive any unpaid late charges accrued to date. Upon execution of a Modification Agreement by the Lender and me, this Plan shall terminate and the Loan Documents, as modified by the Modification Agreement, shall govern the terms between the Lender and me for the remaining term of the loan.

4. **Additional Agreements.** I agree to the following:

- A. That all persons who signed the Loan Documents or their authorized representative(s) have signed this Plan, unless a borrower or co-borrower is deceased or the Lender has waived this requirement in writing.
- B. To comply, except to the extent that they are modified by this Plan, with all covenants, agreements, and requirements of Loan Documents, including my agreement to make all payments of taxes, insurance premiums, assessments, Escrow Items, impounds, and all other payments, the amount of which may change periodically over the term of my loan.
- C. That this Plan constitutes notice that the Lender's waiver as to payment of Escrow Items, if any, has been revoked, and I have been advised of the amount needed to fully fund my Escrow Account.
- D. That all terms and provisions of the Loan Documents remain in full force and effect; nothing in this Plan shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the Loan Documents. The Lender and I will be bound by, and will comply with, all of the terms and provisions of the Loan Documents.
- E. Notwithstanding anything herein to the contrary, if my final two Trial Period Payments are received by Servicer after the close of business on the 15th calendar day of the last month of the Trial Period but before the end of the Trial Period, I agree that the Trial Period shall be extended by one calendar month (the "Additional Trial Period"). I agree to abide by all terms and provisions of this Trial Period Plan during the Additional Trial Period. In addition, I agree to make a Trial Period Payment in the amount of \$2,316.53 no more than 30 days after the last due date listed in the chart in Section 2 above.

In Witness Whereof, the Lender and I have executed this Plan.

Lender

Borrower (Seal)

Date

By: _____
Borrower (Seal)

Date



Veronica Ann Williams

Mailing Address: P.O. Box 978 ❖ South Orange, NJ 07079-0978
Residence – NO MAIL: 541 Scotland Road ❖ South Orange, NJ 07079-3009

**Attachment III cont'd. –
LITTON LOAN – MODIFICATION CONFIRMATION CBR Balance: \$27306.00
(checks sent to Litton Loan for payments on Workout Plans)**

FORM123565-0406
04000510

CASHIER'S CHECK

PNC BANK
PNC Bank, National Association
Washington D.C.

No. **00074041**

DATE JUNE 25, 2009

15-3/540

PAY TO THE ORDER OF LITTON LOAN SERVICING LOAN NO. 40212367 \$ 3,054.83

THREE THOUSAND FIFTY FOUR AND 83 / 100***** DOLLARS

VERONICA WILLIAMS (JULY PAYMENT)

REMITTER

PNC Bank, National Association

OFFICIAL SIGNATURE

⑈00074041⑈ ⑆054000030⑆ 5302606107⑈

FORM123565-0406
04000510

CASHIER'S CHECK

PNC BANK
PNC Bank, National Association
Washington D.C.

No. **00074040**

DATE JUNE 25, 2009

15-3/544

PAY TO THE ORDER OF LITTON LOAN SERVICING LOAN NO. 40212367 \$ 3,054.83

THREE THOUSAND FIFTY FOUR AND 83 / 100***** DOLLARS

VERONICA WILLIAMS (AUGUST PAYMENT)

REMITTER

PNC Bank, National Association

OFFICIAL SIGNATURE

⑈00074040⑈ ⑆054000030⑆ 5302606107⑈

Attachment III cont'd. –

**LITTON LOAN – MODIFICATION CONFIRMATION CBR Balance: \$27306.00
 (payments posted by Litton Loan; will be corrected once Workout Plan is processed)**

Transaction History - Litton Loan Servicing LP

https://www.littonloan.com/trans_history.asp



Account: 40212367
Customer: Veronica Williams

TRANSACTION HISTORY

The following information is a summary of account activity for the past 12 months. If the servicing of your loan recently transferred to Litton, you will only see account activity for the period Litton has serviced your loan. Detail Transaction Histories for previous years may be ordered using our Interactive Voice Response (IVR) system at (800) 247-9727. Litton Loan Servicing LP may not have access to your Transaction History prior to the servicing of your loan being transferred to Litton.

You may also view your [Escrow History](#) for the past 12 months.

<u>Date</u>	<u>Description</u>	<u>Amount</u>	<u>Principal</u>	<u>Interest</u>	<u>Escrow</u>	<u>Fee/Other</u>
12/15/2008	PAYMENT	\$3,106.95	\$283.04	\$1,767.56	\$1,056.35	
12/15/2008	FEE ASSESSMENT	\$15.00				\$15.00
12/15/2008	CORPORATE FEE PAYMENT	\$15.00				\$15.00
01/06/2009	CITY TAX PAYMENT	\$2,971.29			\$2,971.29	
01/08/2009	LENDER PLACED INS PAYMENT	\$2,665.00			\$2,665.00	
02/10/2009	FEE WAIVER	-\$102.53				-\$102.53
02/16/2009	FEE ASSESSMENT	\$102.53				\$102.53
04/03/2009	CITY TAX PAYMENT	\$2,971.29			\$2,971.29	
05/16/2009	FEE ASSESSMENT	\$102.53				\$102.53
07/10/2009	CITY TAX PAYMENT	\$3,245.00			\$3,245.00	
08/16/2009	FEE ASSESSMENT	\$102.53				\$102.53
08/27/2009	LENDER PLACED INS PAYMENT	\$2,660.00			\$2,660.00	
10/15/2009	CITY TAX PAYMENT	\$3,120.47			\$3,120.47	
10/28/2009	PAYMENT	\$3,106.95	\$284.75	\$1,765.85	\$1,056.35	

Veronica Ann Williams

Mailing Address: P.O. Box 978 ❖ South Orange, NJ 07079-0978
Residence – NO MAIL: 541 Scotland Road ❖ South Orange, NJ 07079-3009

**Attachment III cont'd. –
LITTON LOAN – MODIFICATION CONFIRMATION CBR Balance: \$27306.00**

Transaction History - Litton Loan Servicing LP

https://www.littonloan.com/trans_history.asp

10/28/2009	FORBEARANCE SUSPENSE	\$3,002.71	\$3,002.71
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Page 1 of 1

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trademarks belong to their respective owners.

**Attachment III cont'd. –
LITTON LOAN – MODIFICATION CONFIRMATION CBR Balance: \$27306.00
(initial Workout Plan offered by Litton Loan; payments returned)**

Investor Loan # 8000082616

**LOAN WORKOUT PLAN
(Step One of Two-Step Documentation Process)**

Loan Workout Plan Effective Date: 7/1/2009
Borrower ("I"): ¹ Veronica Williams
Lender ("Lender"): Litton Loan Servicing LP
Date of first lien Security Instrument ("Mortgage") and Note ("Note"): 3/31/2006
Loan Number: 40212367
Property Address ("Property"): 541 Scotland Rd, South Orange, NJ

If I am in compliance with this Loan Workout Plan (the "Plan") and my representations in Section 1 continue to be true in all material respects, then the Lender will provide me with a Loan Modification Agreement ("Modification Agreement"), as set forth in Section 3, that would amend and supplement (1) the Mortgage on the Property, and (2) the Note secured by the Mortgage. The Mortgage and Note together, as they may previously have been amended, are referred to as the "Loan Documents." Capitalized terms used in this Plan and not defined have the meaning given to them in the Loan Documents.

If I have not already done so, I am providing confirmation of the reasons I cannot afford my mortgage payment and documents to permit verification of all of my income (except that I understand that I am not required to disclose any child support or alimony unless I wish to have such income considered) to determine whether I qualify for the offer described in this Plan (the "Offer"). I understand that after I sign and return two copies of this Plan to the Lender, the Lender will send me a signed copy of this Plan if I qualify for the Offer or will send me written notice that I do not qualify for the Offer. This Plan will not take effect unless and until both I and the Lender sign it and Lender provides me with a copy of this Plan with the Lender's signature.

1. **My Representations.** I certify, represent to Lender and agree:
 - A. I am unable to afford my mortgage payments for the reasons indicated in my Hardship Affidavit and as a result, (i) I am either in default or believe I will be in default under the Loan Documents in the near future, and (ii) I do not have access to sufficient liquid assets to make the monthly mortgage payments now or in the near future;
 - B. I live in the Property as my principal residence, and the Property has not been condemned;
 - C. There has been no change in the ownership of the Property since I signed the Loan Documents;
 - D. I am providing or already have provided documentation for all income that I receive (except that I understand that I am not required to disclose any child support or alimony that I receive, unless I wish to have such income considered to qualify for the offer);
 - E. Under penalty of perjury, all documents and information I have provided to Lender pursuant to this Plan, including the documents and information regarding my eligibility for the program, are true and correct; and
 - F. If Lender requires me to obtain credit counseling, I will do so.



¹ If there is more than one Borrower or Mortgagor executing this document, each is referred to as "I". For purposes of this document words signifying the singular (such as "I") shall include the plural (such as "we") and vice versa where appropriate.

**Attachment III cont'd. –
LITTON LOAN – MODIFICATION CONFIRMATION CBR Balance: \$27306.00**

2. **The Loan Workout Plan.** On or before each of the following due dates, I will pay the Lender the amount set forth below ("Trial Period Payment"), which includes payment for Escrow Items, including real estate taxes, insurance premiums and other fees, if any, of U.S. \$1,356.07.

Trial Period Payment #	Trial Period Payment	Due Date On or Before #
1	\$3,054.83	7/1/2009
2	\$3,054.83	8/1/2009
3	\$3,054.83	9/1/2009

The Trial Period Payment is an estimate of the payment that will be required under the modified loan terms, which will be finalized in accordance with Section 3 below.

During the period (the "Trial Period") commencing on the date of this Plan and ending on the earlier of: (i) the first day of the month following the month in which the last Trial Period Payment is due (the "Modification Effective Date") or (ii) termination of this Plan, I understand and acknowledge that:

- A. TIME IS OF THE ESSENCE under this;
- B. Except as set forth in Section 2.C. below, the Lender will suspend any scheduled foreclosure sale, provided I continue to meet the obligations under this Plan, but any pending foreclosure action will not be dismissed and may be immediately resumed from the point at which it was suspended if this Plan terminates, and no new notice of default, notice of intent to accelerate, notice of acceleration, or similar notice will be necessary to continue the foreclosure action, all rights to such notices being hereby waived to the extent permitted by applicable law;
- C. If my property is located in Georgia, Hawaii, Missouri, or Virginia and a foreclosure sale is currently scheduled, the foreclosure sale will not be suspended and the lender may foreclose if I have not made each and every Trial Period Payment that is due before the scheduled foreclosure sale. If a foreclosure sale occurs pursuant to this Section 2.C., this agreement shall be deemed terminated;
- D. The Lender will hold the payments received during the Trial Period in a non-interest bearing account until they total an amount that is enough to pay my oldest delinquent monthly payment on my loan in full. If there is any remaining money after such payment is applied, such remaining funds will be held by the Lender and not posted to my account until they total an amount that is enough to pay the next oldest delinquent monthly payment in full;
- E. When the Lender accepts and posts a payment during the Trial Period it will be without prejudice to, and will not be deemed a waiver of, the acceleration of the loan or foreclosure action and related activities and shall not constitute a cure of my default under the Loan Documents unless such payments are sufficient to completely cure my entire default under the Loan Documents;
- F. If prior to the Modification Effective Date, (i) the Lender does not provide me a fully executed copy of this Plan and the Modification Agreement; (ii) I have not made the Trial Period payments required under Section 2 of this Plan; or (iii) the Lender determines that my representations in Section 1 are no longer true and correct, the Loan Documents will not be modified and this Plan will terminate. In this event, the Lender will have all of the rights and remedies provided by the Loan Documents, and any payment I make under this Plan shall be applied to amounts I owe under the Loan Documents and shall not be refunded to me; and



1400 0088 031809174027

Veronica Ann Williams

Mailing Address: P.O. Box 978 ❖ South Orange, NJ 07079-0978
Residence – NO MAIL: 541 Scotland Road ❖ South Orange, NJ 07079-3009

January 1, 2010

Ms. Bessie Cahee
Loss Mitigation Department
Litton Loan Servicing L.P.
4828 Loop Central Drive
Houston, TX 77081-2212

Subject: November, December & January Payments for Mortgage No. 40212367

Dear Ms. Cahee,

My remaining payment for January 2010 is enclosed. Payments for the months of November, December and January 2010 were submitted and booked last year. I used the certified checks and money order that Litton requested from me for our original workout plan, and then returned to me via regular U.S. mail.

The enclosed money order and checks received should be allocated as follows:

CHECK NO.	DATE OF CHECK	AMOUNT OF CHECK	ALLOCATED TO		MONTH PAID	TOTAL MONTHLY PAYMENT
#00074041	6/25/2009	\$3,054.83				
			November Payment	\$2,316.53		
					NOV	\$2,316.53
			December Payment	\$738.30		
#00074040	6/25/2009	\$3,054.83	December Payment	\$1,578.23		
					DEC	\$2,316.53
			January Payment	\$1,476.60		
US Postal Money Order 16630323254	9/11/2009	\$1000,00	January Payment	\$839.93		
					JAN	\$2,316.53
			February Payment	\$160.07		

February's payment will consist of the fourth check returned by Litton (\$2,100), the \$160.07 credit noted above plus an additional check for the balance of \$56.46.

This completes our trial period and I trust has resulted Litton's acceptance of your proposed Workout Plan. Please fax confirmation of your firms' acceptance to 888-492-5864.

Thank you,



Veronica Williams

enclosures

Exhibit 21

Veronica Ann Williams

Mailing Address: P.O. Box 978 ❖ South Orange, NJ 07079-0978
Residence – NO MAIL: 541 Scotland Road ❖ South Orange, NJ 07079-3009

January 1, 2010

Ms. Bessie Cahee
Loss Mitigation Department
Litton Loan Servicing L.P.
4828 Loop Central Drive
Houston, TX 77081-2212

Subject: November, December & January Payments for Mortgage No. 40212367

Dear Ms. Cahee,

My remaining payment for January 2010 is enclosed. Payments for the months of November, December and January 2010 were submitted and booked last year. I used the certified checks and money order that Litton requested from me for our original workout plan, and then returned to me via regular U.S. mail.

The enclosed money order and checks received should be allocated as follows:

CHECK NO.	DATE OF CHECK	AMOUNT OF CHECK	ALLOCATED TO		MONTH PAID	TOTAL MONTHLY PAYMENT
#00074041	6/25/2009	\$3,054.83				
			November Payment	\$2,316.53		
					NOV	\$2,316.53
			December Payment	\$738.30		
#00074040	6/25/2009	\$3,054.83	December Payment	\$1,578.23		
					DEC	\$2,316.53
			January Payment	\$1,476.60		
US Postal Money Order 16630323254	9/11/2009	\$1000,00	January Payment	\$839.93		
					JAN	\$2,316.53
			February Payment	\$160.07		

February's payment will consist of the fourth check returned by Litton (\$2,100), the \$160.07 credit noted above plus an additional check for the balance of \$56.46.

This completes our trial period and I trust has resulted Litton's acceptance of your proposed Workout Plan. Please fax confirmation of your firms' acceptance to 888-492-5864.

Thank you,

Veronica Williams

enclosures

Veronica Ann Williams

Mailing Address: P.O. Box 978 ☉ South Orange, NJ 07079-0978
 Residence – NO MAIL: 541 Scotland Road ☉ South Orange, NJ 07079-3009

November 12, 2012

Mr. William Erbey
 Executive Chairman
 Ocwen Financial Corporation
 2002 Summit Blvd., 5th Fl.
 Atlanta, GA 30319

Subject: Ocwen Must Provide Written Explanation to State of NJ no later than November 26, 2012
 Ocwen Mortgage No.7090650115 aka Litton Loan Mortgage No. 40212367

Sent via US Certified Mail 7002 0860 0004 776 4246
 Facsimile to 214-965-3297, Cover Letter, a total of 1 page only
 via Email to Erby's Ocwen email erby@ocwen.com, a total of 7 pages

Dear Mr. Erbey,

Ocwen must send a written explanation of Statements for Mortgage No.7090650115, that explains all figures and why it appears that funds have been given to the mortgage holder (Veronica Williams).

Representatives from the State of New Jersey have made multiple phone calls to Ocwen and none have been returned. I also made several phone calls, sent numerous correspondence (some attached), yet Ocwen has not returned my calls and has only sent a few form letters.

Again, for the record, none of the figures on your statements are correct. Ocwen has repeatedly failed to produce documents to validate this mortgage. Moreover, I believe my mortgage was transferred to Ocwen in violation of an Agreement that Goldman Sachs and Litton Loan had with the U.S. Securities and Exchange Commission. Any insurance, property tax or other payments made to third parties were clearly to protect Ocwen's effort to coerce me into making payments not owed or to steal my property.

The stress of unfair and deceitful actions, and the lack of responses, by Ocwen, Litton Loan and Goldman Sachs continue to take their toll on me. I recently returned home from an 8-day hospitalization for a stress induced illness, My recovery is further delayed by Ocwen's refusal to respond. Badly needed benefits have been delayed and I am at risk of losing much more without a quick response.

To avoid further losses, I must insist that Ocwen send a written explanation no later than 4:00 pm on Monday, November 5, 2012 to:

- Ms. S. Roberts, Essex County Dept. Citizen Services Fax 973-395-3869
- Ms. Terrell, State of NJ Dept. Human Services, Essex County Fax 888-492-5864
- Via U.S. Mail to:
 - Ms. S. Roberts
 - Essex County Department of Citizen Services
 - 50 South Clinton Avenue – 1st Floor
 - East Orange, NJ 07018

Thank You ✓

Veronica Williams

enclosure

cc: Larry Litton, Litton Loan Servicing via email to
 Commissioner Jennifer Velez, Human Services, State of New Jersey via email to
 Commissioner Kenneth Kobylowski, Banking & Insurance, State of NJ via email to
 S. Roberts, State of NJ Dept. of Human Services, Essex County via facsimile without enclosure
 Mr. Robert Demarino, Assistant Administrator via email to:

Exhibit 29

Veronica Ann Williams

Mailing Address P.O. Box 978 ❖ South Orange, NJ 07079-0978
Residence – NO MAIL: 541 Scotland Road ❖ South Orange, NJ 07079-3009

June 10, 2010

Mr. Brendan McDonagh
CEO
HSBC North America Holdings Inc.
26525 N. Riverwoods Blvd.
Mettawa, IL 60045

Dear Mr. McDonagh,

I would like your assistance to ensure that I receive a mortgage modification that is in the mutual best interests of HSBC, my community and I. Given the manner in which my previous efforts have been handled by Litton Loan (see Attachment I), I believe we can resolve this matter in a mutually beneficial and fair way with your intervention.

FORECLOSURE BAD BUSINESS DECISION FOR HSBC

HSBC earns a greater return with modification than foreclosure; the proposed modification gains \$35,864 vs. the foreclosure which loses \$50,413 (see Attachment IV). Foreclosure puts HSBC at a financial and strategic disadvantage (see Attachment I). I qualify for HAMP (see Attachment II) but Litton Loan recently told Tri-City they don't participate in HAMP. In December 2008, Litton Loan told me they would provide me with a HAMP modification.

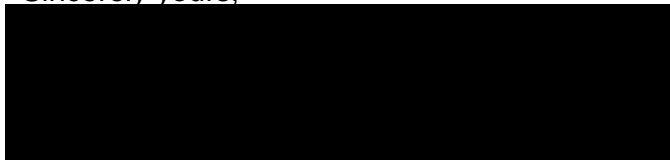
My foreclosure, as many others, is not in the spirit of US Banking Laws. The manner in which my account has been handled by Litton Loan is not consistent with HSBC's history & reputation.

HSBC CHARTERED TO SUSTAIN NOT DESTROY COMMUNITIES

My neighborhood, like so many others in the U.S., is beginning to decline due to empty foreclosed homes and other casualties of the economy. The Federal Reserve¹ seeks to sustain U.S. communities when banking and mortgage charters are issued to institutions like HSBC. Indeed, HSBC is still fairly new in the US banking market². I ask that you review your obligation to shareholders, mortgage holders and US citizens as you reconsider options to assist me.

I thank you for joining in the spirit of the Federal effort to generate our Nation's economic recovery.

Sincerely yours,



cc with attachments, without enclosures:

- Toni L. Caldwell, Executive Director/Chief Executive Officer, Tri-City Peoples Corporation
- Edward R. Kirn III, Partner, Powers Kirn LLC
- Hon. Harriet Farber Klein, J.S.C
- Larry Litton, Jr., President, Litton Loan Servicing LP
- Brendan McDonagh, CEO, HSBC North America
- Ashley Besk, Assistant Vice President, Prime Modification Dept., Chase
- David H. Stevens, Assistant Secretary for Housing – Federal Housing Commissioner, HUD

¹ Through Community Reinvestment Act – Title 12. PART 203—HOME MORTGAGE DISCLOSURE (REGULATION C)

² "HSBC USA Receives Approval for National Charter" [by Comptroller of the Currency], BusinessWire June 24, 2004.

ATTACHMENT I

MODIFICATION HAS STRONG MERIT FOR HSBC

A true mortgage modification will allow Litton Loan and HSBC to continue receiving a revenue stream while this home remain occupied. More importantly, Litton Loan/HSBC will qualify for Federal assistance on this asset, further reducing the prospect of future losses.

COMPELLING REASON	SUPPORTING INFORMATION
<ul style="list-style-type: none"> Property is under water 	Market Value \$370,000 ³ First Mortgage Balance \$261,000 Second Mortgage Balance \$148,000 <ul style="list-style-type: none"> 541 Scotland lost over 35% of its value since 2005 (declined from \$550K to \$350K)
<ul style="list-style-type: none"> Property difficult to sell, undesirable location in declining neighborhood, escalating property taxes, declining schools 	<ul style="list-style-type: none"> Property on the market in 2005, 2006, 2007 – NO OFFER 529 Scotland, 2 doors away, has been vacant since it was foreclosed upon 2 years ago Property taxes increased 150% since purchased Schools, which are 50% of property taxes, dropped from top 5 in state to bottom third Crime from negligible to severe Property taxes have increased 150% and are stated to escalate more, discouraging buyers and reaching 35% of mortgage payment
<ul style="list-style-type: none"> Net gain greater with modification than foreclosure: HSBC will still earn interest differential (see Attachment IV) Proposed modification gains \$35,864 in interest income vs. the foreclosure which loses \$50,413 on unrecoverable principal 	Net gain to Litton Loan with modification \$35,864 Net loss to Litton Loan with foreclosure -\$50,413

The first time Litton purchased my mortgage, I researched their business practices and quickly refinanced to get it out of their hands. This time I was unable to move that quickly. Although I was advised that Litton Loan did not participate in HAMP, I hope the information in this document will cause you to reconsider.

³ Based on assessments from local realtors, and recent experience from listing the property for sale.

ATTACHMENT II

HOMEOWNER IS EXCELLENT CANDIDATE FOR HAMP

COMPELLING REASON	SUPPORTING INFORMATION
<ul style="list-style-type: none"> Federally-backed entities have confirmed that Homeowner qualifies for HAMP, including 2 Federally-funded mortgage counseling services 	<ul style="list-style-type: none"> Tri-City Peoples Corporation reviewed financials and tried to negotiate with Litton Loan on behalf of homeowner HUD lender offered \$1,361.50 monthly payment at 4.75%/5.467% APR (see Attachment IV). Confirmed by http://www.makinghomeaffordable.gov (see Attachment V)
<ul style="list-style-type: none"> Homeowner has successfully used income from ACT, Inc. and room rentals to pay her mortgage for 23 years 	<ul style="list-style-type: none"> Homeowner has lost rental income since foreclosure action (see Attachment VI)
<ul style="list-style-type: none"> Homeowner's commitment from unemployment is sufficient to cover a HAMP modified mortgage for 12 to 86 months, possibly more 	<ul style="list-style-type: none"> Property on the market in 2005, 2006, 2007 – NO OFFER 529 Scotland, 2 doors away, has been vacant since it was foreclosed upon 2 years ago Property taxes increased more than 150% since purchased
<ul style="list-style-type: none"> Homeowner's contingent employment offers, new ventures and the rental capacity of rooms in her house virtually guarantee future income to further pay down debt 	<ul style="list-style-type: none"> Rental income last year reached \$2,715 a month Has employment offer from major Federal Agency upon approval of security clearance (since Sept. 2009) Proposed to run Federal contract at pay exceeding \$170,000 Launching new venture projected to reach \$44,000 by 2011
<ul style="list-style-type: none"> Homeowner has demonstrated good faith efforts to resolve debt with all creditors (see Attachment VII). 	<ul style="list-style-type: none"> Liquidated major assets and retired debt based on expectation of receiving modification offered by Litton Loan In response to Litton Loan requests, submitted more than 30 extensive financial analyses between Dec. '09 and April '10

HSBC CHARTERED TO PROVIDE MORTGAGE FINANCING FOR US HOMEOWNERS

While homeowners who can afford their mortgages are walking away from their commitment, this homeowner made Herculean efforts to work out a resolution with the mortgagor. Financially, her efforts have cost her dearly. The total cost of ownership (maintenance costs except mortgage and taxes) are equal to the cost of renting an apartment in her area. Having lived in this home 27 years, her concern to maintain the neighborhood and contribute financially to society is greater than her desire to preserve money for herself. This is exactly the type of citizen that the Federal Reserve⁴ is trying to support when banking and mortgage charters are issued to institutions like Litton Loan/HSBC. Indeed, HSBC is still fairly new in the US banking market⁵. I ask that you review your obligation to shareholders, mortgage holders and US citizens as you reconsider options to assist this homeowner.

⁴ Through Community Reinvestment Act – Title 12. PART 203—HOME MORTGAGE DISCLOSURE (REGULATION C)

⁵ "HSBC USA Receives Approval for National Charter" [by Comptroller of the Currency], BusinessWire June 24, 2004.

ATTACHMENT VII

*Veronica Ann Williams*Mailing Address: P.O. Box 978 ❖ South Orange, NJ 07079-0978
Residence – NO MAIL: 541 Scotland Road ❖ South Orange, NJ 07079-3009

January 17, 2010

Mr. Larry Litton, Jr.
President
Litton Loan Servicing L.P.
4828 Loop Central Drive
Houston, TX 77081-2212

Subject: Modification Agreement/Workout Plan for Mortgage No. 40212367

Sent via facsimile to 713-793-4964 & 713-793-4923 & via Federal Express Tracking No. 793187814845

Dear Mr. Litton,

I need a mortgage modification as soon as possible. Many Litton representatives have been working with me since this effort began in December 2008. I am particularly grateful to Bessie Cahee who has patiently and diligently conveyed requests from others at Litton. I am seeking your assistance to ensure that this effort is completed successfully.

The lack of a mortgage modification agreement prevents me from filing my latest financial statements. My income will, therefore, be reduced for the following reasons:

- Three (3) tenants broke their rental agreements and may not be backfilled before May (see Attachment I)
- A contingent Federal job offer may not be approved with the foreclosure on my record (Federal Security Clearance required and pending)
- A contingent offer from Federal contractor may not be approved with the foreclosure on record (Security clearance required)

My home provides my most reliable source of revenue at this time. Losing my home will impose added financial and health burdens that will surely threaten my survival. Without a modification I will attempt to sell my home to remove the foreclosure status from my record. By the time this is done, however, I expect the two contract jobs pending will no longer be available. That could very well leave me homeless and eliminate my current sources of income.

My revised financial statements (prepared on an accrual basis) will show reduced revenue due to:

- Lost rental income from tenants who broke leases (Heidi Boon, Shelley Peachey, Catharine Swain)
- Revenue from contracts pending security clearance can no longer be accrued
- Loss of a place to live threatens my ability to earn income on existing contracts (can no longer accrue revenue from existing commitments)

I will provide the financial statements as soon as I have completed the revisions.

I have tried to dig out of my financial predicament without foreclosure, to no avail. I am willing to do anything that is morally and legally possible to remove the foreclosure from my record. I hope to do so without losing my home of more than 26 years. *Time is of the essence.*

Bessie Cahee, with whom I have worked since last summer, is no longer assigned to my account. The customer service representatives cannot identify an individual for me to speak with. Please let me know how to proceed in working out a mutually beneficial solution. I can be reached at 202-636-8190.

In anxious anticipation, I am

Sincerely yours,


Veronica Williams

cc: B. Cahee, via email to Bessie.Cahee@littonloan.com

ATTACHMENT VIII – First 3 pages of 49 pages in document*Veronica Ann Williams*541 Scotland Road, South Orange, NJ 07079

September 20, 2009

Litton Modification Department/Loss Mitigation
c/o Mr. Julius Connor
Customer Care Supervisor
Litton Loan Servicing L.P.
4828 Loop Central Drive
Houston, TX 77081

Re: Loan Number 40212367

Sent via facsimile to: 713-218-3777 & 972-653-6340, Customer Service and 770-288-4650, Foreclosure Dept.

Dear Sir/Madam:

In response to a suggestion by Marie Bernard of Litton (on 9/17/09 at 3:41pm), I am writing to explain why Litton should accept and honor the Loan Modification agreement your firm proposed and I accepted. You should note that I have:

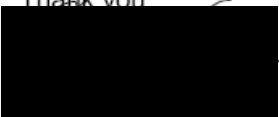
- made all required payments (July, August & September)
- provided all information requested (received by Litton DATE) copy attached, 48 pages
- been self-employed since 1993 – long before the original mortgage was instituted
- rented rooms to provide yet another source of income – sufficient in itself to cover both mortgages
- sufficient income right now to pay for the Litton mortgage, my second mortgage as well as my basic living expenses
- presented budgets that clearly demonstrate my ability to meet mortgages and basic financial obligations
- a preliminary offer from the U.S. Dept. of Homeland Security which will further increase my income
- become a newly instituted Arbitrator, which will also provide additional income.

Documentation attached shows rental income, Arbitrator approval and more. I have attached the offer letter from FEMA.

I contacted Litton last month to inform you that major water damage in my home would delay my payment. Unfortunately the damage was not in my bedroom but one that I rent. My insurance company has still not paid nor settled the claim.

I am told that Litton sent a letter dated 8/14/09. I have not yet received it.

I request an expeditious acceptance (i.e. 3 days) of our modification so that I may proceed in establishing repayment agreements with other creditors. Please contact me by phone at 973-715-8580 and via facsimile at 888-492-5864 right away.

Thank you


attachment

cc: Marie Bernard, Customer Service
L. Childress
Eniola English (Marie Bernard's supervisor)
Kimberly Wylie, Foreclosure Dept. 800-247-9727 ext. 5231

ATTACHMENT VIII cont'd.

Veronica Ann Williams

P.O. Box 978 ❖ South Orange, New Jersey 07079-0978

August 8, 2009

Loss Mitigation Department
Litton Loan Servicing L.P.
4828 Loop Central Drive
Houston, TX 77081-2212**2007 & 2008 Tax Returns
have been added and have
also been enclosed with the
hard copy documents being
sent via U.S. Mail**

Subject: Modification of Account No. 40212367

Sent via Facsimile to 713-793-4464 - 48 total pages

Dear Sir/Madam:

This is to re-confirm that I accept the Loan Workout Plan proposed by Litton Loan Servicing LP. In response to my conversations with Litton representatives on July 31, 2009, I have attached the following documents:

- **Loan Workout Plan** (3 pages)
- **Hardship Affidavit** (2 pages)
- Copy of **Request for Transcript of Tax Return** (Attachment II)
- Copy of **Request for Modification** submitted February 25, 2009
- Copy of **Application for Modification of Mortgage** submitted March 29, 2009
- Copy of **2007 & 2008 IRS Returns** (4 pages and 19 pages, respectively)

The major changes since March are that I had surgery in May and have landed new sources of income. Despite challenges beyond my control, I have recovered from surgery. After a concerted effort to solidify my income, I have three new sources of income:

- Contract Program Manager for Semper-Alexander, Inc.
- FINRA Arbitrator (listed in New York, NY and Newark, NJ)
- ACT Inc. contractor

Collectively, the income from these sources will allow me to meet my mortgage payments while also providing me sufficient time (about 15 business days a month) to earn additional income. My revised budget is outlined in Attachment I – Creditor Repayment Schedule/Budget.

Please note that I am the leading candidate for two private industry positions and in the hiring process for a contractor position with a Federal agency.

I will be able to repay the mortgage and recover financially under the proposed Workout Plan. I do meet the requirements for the Federal Modification Program, however, and would still prefer that option if it is available. That is, the mortgage interest rate of 2%, in a fixed, 30-year note.

I thank you for your assistance in my financial recovery.

Yours truly,



Exhibit 30



961 Welgel Drive
Elmhurst IL. 60126
fax: (877) 404-6172

Executive Services

Fax

To: Veronica Williams	From: Nakia Shells
Fax: 888-492-5864	Pages: 3 (including coversheet)
Phone:	Phone:
Re: Requested Document	Date: August 3, 2011
<input type="checkbox"/> Urgent <input type="checkbox"/> For Review <input type="checkbox"/> Please Comment <input type="checkbox"/> Please Reply <input type="checkbox"/> Please Recycle	

CONFIDENTIALITY NOTICE:

This facsimile transmission cover sheet and any documents which may accompany it, contains information from HSBC which is intended only for the use of the individual or entity to which it is addressed. This document(s) may contain information that is privileged, confidential, and/or otherwise exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, any disclosure, dissemination, distribution, copying or other use of this communication or its substance is prohibited. If you have received this communication in error, please contact the sender at HSBC to arrange for the destruction of the communication or its return at our expense. Thank you.



August 3, 2011

Veronica Williams
P.O. Box 978
South Orange, NJ 07079

RE: Litton Loan Servicing Loan Number 40212367

Dear Ms. Williams:

Pursuant to our telephone conversation today, the following is a copy of our June 25, 2010 response letter.

If you have any further questions, you may reach our Customer Resolution Department at (888) 892-9506.

Sincerely,

A handwritten signature in cursive script that reads "N. Shells".

N. Shells
Customer Resolution Department

Enclosure



June 25, 2010

Veronica Williams
PO Box 978
South Orange, NJ 07079

Re: Litton Loan Servicing LP Loan No. 40212367
Property address: 541 Scotland Road South Orange, NJ 07079

Dear Ms. Williams:

This letter is in response to your correspondence dated June 16, 2010 regarding the above referenced account.

Please be aware that HSBC Bank U.S.A. acts as a trustee for certain loan securitization trusts in connection with the issuance of mortgage backed securities. As trustee, the bank has only a nominal role with the respect to the properties owned by the trust. Under the agreements that establish the trusts, other companies are designated as the servicers of the loans and those servicers handle matters such as mortgage foreclosures, loan modifications, evictions and sales of foreclosed trust properties. This matter has been forwarded to Litton Loan Servicing for handling who is the servicer of the trust that owns this property.

Should you require any additional information, please feel free to contact me directly at (813) 571-6505.

Sincerely,

A handwritten signature in cursive script, appearing to read "Erin Martin".

Erin Martin
Customer Resolution Department

Exhibit C

Veronica Ann Williams

Mailing Address: P.O. Box 978 ❖ South Orange, NJ 07079-0978
Residence – NO MAIL: 541 Scotland Road ❖ South Orange, NJ 07079-3009

**Attachment III cont'd. –
LITTON LOAN – MODIFICATION CONFIRMATION CBR Balance: \$27306.00
(initial Workout Plan offered by Litton Loan; -payments returned)**

Investor Loan # 8000082615

**LOAN WORKOUT PLAN
(Step One of Two-Step Documentation Process)**

Loan Workout Plan Effective Date: 7/1/2009
Borrower ("I"): Veronica Williams
Lender ("Lender"): Litton Loan Servicing LP
Date of first lien Security Instrument ("Mortgage") and Note ("Note"): 3/31/2006
Loan Number: 40212367
Property Address ("Property"): 541 Scotland Rd. South Orange, NJ

If I am in compliance with this Loan Workout Plan (the "Plan") and my representations in Section 1 continue to be true in all material respects, then the Lender will provide me with a Loan Modification Agreement ("Modification Agreement") as set forth in Section 3, that would amend and supplement (1) the Mortgage on the Property, and (2) the Note secured by the Mortgage. The Mortgage and Note together, as they may previously have been amended, are referred to as the "Loan Documents." Capitalized terms used in this Plan and not defined have the meaning given to them in the Loan Documents.

If I have not already done so, I am providing confirmation of the reasons I cannot afford my mortgage payment and documents to permit verification of all of my income (except that I understand that I am not required to disclose any child support or alimony unless I wish to have such income considered) to determine whether I qualify for the offer described in this Plan (the "Offer"). I understand that after I sign and return two copies of this Plan to the Lender, the Lender will send me a signed copy of this Plan if I qualify for the Offer or will send me written notice that I do not qualify for the Offer. This Plan will not take effect unless and until both I and the Lender sign it and Lender provides me with a copy of this Plan with the Lender's signature.

1 **My Representations.** I certify, represent to Lender and agree:

- A. I am unable to afford my mortgage payments for the reasons indicated in my Hardship Affidavit and as a result, (i) I am either in default or believe I will be in default under the Loan Documents in the near future, and (ii) I do not have access to sufficient liquid assets to make the monthly mortgage payments now or in the near future.
- B. I live in the Property as my principal residence, and the Property has not been condemned.
- C. There has been no change in the ownership of the Property since I signed the Loan Documents.
- D. I am providing or already have provided documentation for all income that I receive (except that I understand that I am not required to disclose any child support or alimony that I receive, unless I wish to have such income considered to qualify for the offer).
- E. Under penalty of perjury, all documents and information I have provided to Lender pursuant to this Plan, including the documents and information regarding my eligibility for the program, are true and correct, and
- F. If Lender requires me to obtain credit counseling, I will do so.



If there is more than one Borrower or Mortgagor executing this document, each is referred to as "I". For purposes of this document words signifying the singular (such as "I") shall include the plural (such as "we") and vice versa where appropriate.

1 2 3 4 5 6 7 8 9 10 11 12

Veronica Ann Williams

Mailing Address: P.O. Box 978 ❖ South Orange, NJ 07079-0978
Residence – NO MAIL: 541 Scotland Road ❖ South Orange, NJ 07079-3009

**Attachment III cont'd. –
LITTON LOAN – MODIFICATION CONFIRMATION CBR Balance: \$27306.00**

2. The Loan Workout Plan. On or before each of the following due dates, I will pay the Lender the amount set forth below ("Trial Period Payment"), which includes payment for Escrow items, including real estate taxes, insurance premiums and other fees, if any, of U.S. \$1,356.07.

Trial Period Payment #	Trial Period Payment	Due Date On or Before #
1	\$3,054.83	7/1/2009
2	\$3,054.83	8/1/2009
3	\$3,054.83	9/1/2009

The Trial Period Payment is an estimate of the payment that will be required under the modified loan terms, which will be finalized in accordance with Section 3 below.

During the period (the "Trial Period") commencing on the date of this Plan and ending on the earlier of: (i) the first day of the month following the month in which the last Trial Period Payment is due (the "Modification Effective Date") or (ii) termination of this Plan, I understand and acknowledge that:

- A. TIME IS OF THE ESSENCE under this;
- B. Except as set forth in Section 2.C. below, the Lender will suspend any scheduled foreclosure sale, provided I continue to meet the obligations under this Plan, but any pending foreclosure action will not be dismissed and may be immediately resumed from the point at which it was suspended if this Plan terminates, and no new notice of default, notice of intent to accelerate, notice of acceleration, or similar notice will be necessary to continue the foreclosure action, all rights to such notices being hereby waived to the extent permitted by applicable law;
- C. If my property is located in Georgia, Hawaii, Missouri, or Virginia and a foreclosure sale is currently scheduled, the foreclosure sale will not be suspended and the lender may foreclose if I have not made each and every Trial Period Payment that is due before the scheduled foreclosure sale. If a foreclosure sale occurs pursuant to this Section 2.C., this agreement shall be deemed terminated;
- D. The Lender will hold the payments received during the Trial Period in a non-interest bearing account until they total an amount that is enough to pay my oldest delinquent monthly payment on my loan in full. If there is any remaining money after such payment is applied, such remaining funds will be held by the Lender and not posted to my account until they total an amount that is enough to pay the next oldest delinquent monthly payment in full;
- E. When the Lender accepts and posts a payment during the Trial Period it will be without prejudice to, and will not be deemed a waiver of, the acceleration of the loan or foreclosure action and related activities and shall not constitute a cure of my default under the Loan Documents unless such payments are sufficient to completely cure my entire default under the Loan Documents;
- F. If prior to the Modification Effective Date, (i) the Lender does not provide me a fully executed copy of this Plan and the Modification Agreement; (ii) I have not made the Trial Period payments required under Section 2 of this Plan; or (iii) the Lender determines that my representations in Section 1 are no longer true and correct, the Loan Documents will not be modified and this Plan will terminate. In this event, the Lender will have all of the rights and remedies provided by the Loan Documents, and any payment I make under this Plan shall be applied to amounts I owe under the Loan Documents and shall not be refunded to me; and



1700-0088 071829174027

Veronica Ann Williams

Mailing Address: P.O. Box 978 ❖ South Orange, NJ 07079-0978
Residence – NO MAIL: 541 Scotland Road ❖ South Orange, NJ 07079-3009

Attachment III cont'd. –
LITTON LOAN – MODIFICATION CONFIRMATION CBR Balance: \$27306.00
(checks sent to Litton Loan for payments on Workout Plans)

FORM 101 04/10/06
CASHIER'S CHECK



No. 00074041

15-31948

CASHIER'S CHECK

DATE 01/05/11

PAY TO THE ORDER OF LITTON LOAN SERVICES (LOAN NO. 00012067) \$ 3,054.83

THREE THOUSAND FIFTY FOUR AND 83/100 DOLLARS

VERONICA WILLIAMS (JULY PAYMENT)

PNC Bank, National Association

⑆00074041⑆ ⑆054000030⑆ 5302505107⑆

FORM 101 04/10/06
CASHIER'S CHECK



No. 00074040

15-31944

CASHIER'S CHECK

DATE 01/05/11

PAY TO THE ORDER OF LITTON LOAN SERVICES (LOAN NO. 00012067) \$ 3,054.83

THREE THOUSAND FIFTY FOUR AND 83/100 DOLLARS

VERONICA WILLIAMS (AUGUST PAYMENT)

PNC Bank, National Association

⑆00074040⑆ ⑆054000030⑆ 5302505107⑆

Veronica Ann Williams

Mailing Address: P.O. Box 978 ❖ South Orange, NJ 07079-0978
Residence – NO MAIL: 541 Scotland Road ❖ South Orange, NJ 07079-3009

Attachment III cont'd. –

**LITTON LOAN – MODIFICATION CONFIRMATION CBR Balance: \$27306.00
(payments posted by Litton Loan; will be corrected once Workout Plan is processed)**

Transaction History - Litton Loan Servicing LP

https://www.littonloan.com/trans_history.asp



Account: 40212367
Customer: Veronica Williams

TRANSACTION HISTORY

The following information is a summary of account activity for the past 12 months. If the servicing of your loan recently transferred to Litton, you will only see account activity for the period Litton has serviced your loan. Detail Transaction Histories for previous years may be ordered using our Interactive Voice Response (IVR) system at (800) 247-9727. Litton Loan Servicing LP may not have access to your Transaction History prior to the servicing of your loan being transferred to Litton.

You may also view your [Escrow History](#) for the past 12 months.

Date	Description	Amount	Principal	Interest	Escrow	Fee/Other
12/15/2008	PAYMENT	\$3,106.95	\$283.04	\$1,767.56	\$1,056.35	
12/15/2008	FEE ASSESSMENT	\$15.00				\$15.00
12/15/2008	CORPORATE FEE PAYMENT	\$15.00				\$15.00
01/06/2009	CITY TAX PAYMENT	\$2,971.29			\$2,971.29	
01/08/2009	LENDER PLACED INS PAYMENT	\$2,665.00			\$2,665.00	
02/10/2009	FEE WAIVER	-\$102.53				-\$102.53
02/16/2009	FEE ASSESSMENT	\$102.53				\$102.53
04/03/2009	CITY TAX PAYMENT	\$2,971.29			\$2,971.29	
05/16/2009	FEE ASSESSMENT	\$102.53				\$102.53
07/10/2009	CITY TAX PAYMENT	\$3,245.00			\$3,245.00	
08/16/2009	FEE ASSESSMENT	\$102.53				\$102.53
08/27/2009	LENDER PLACED INS PAYMENT	\$2,660.00			\$2,660.00	
10/15/2009	CITY TAX PAYMENT	\$3,120.47			\$3,120.47	
10/28/2009	PAYMENT	\$3,106.95	\$284.75	\$1,765.85	\$1,056.35	

Veronica Ann Williams

Mailing Address: P.O. Box 978 ❖ South Orange, NJ 07079-0978
Residence – NO MAIL: 541 Scotland Road ❖ South Orange, NJ 07079-3009

**Attachment III cont'd. –
LITTON LOAN – MODIFICATION CONFIRMATION CBR Balance: \$27306.00**

Transaction History - Litton Loan Servicing LP

https://www.littonloan.com/trans_history.asp

10/28/2009	FORBEARANCE SUSPENSE	\$3,002.71	\$3,002.71
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[First](#) [Prev](#) Page 1 of 1 [Next](#) [Last](#)

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trademarks belong to their respective owners.

Exhibit D

Veronica Ann Williams

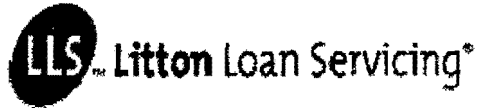
Mailing Address: P.O. Box 978 ❖ South Orange, NJ 07079-0978
Residence – NO MAIL: 541 Scotland Road ❖ South Orange, NJ 07079-3009

Litton Letter to Delay Sale

LITTON LOAN

Fax:

Sep 25 2009 02:29pm P001/001



4828 Loop Central Drive
Houston, TX 77081
Telephone (713) 218-4592
www.littonloan.com

September 25, 2009

Veronica Williams
P.O. Box 978
South Orange, NJ 07079

Re: Loan #: 40212367
Property: 541 Scotland Road
South Orange, NJ 07079

Dear Ms. Williams:

This letter is in response to our conversation on September 25, 2009, regarding the referenced loan.

On September 25, 2009, I submitted a request to postpone the foreclosure sale scheduled for October 5, 2009 for thirty (30) days to November 4, 2009. Upon receipt of verification of this, I will notify you in writing.

Should you have questions, please contact our Executive Resolution Team at (713) 218-4592.

Sincerely,

A handwritten signature in black ink, appearing to read "Noel Connell".

Noel Connell
Executive Resolution Specialist

LITTON LOAN SERVICING LP IS A DEBT COLLECTOR. THIS LETTER IS AN ATTEMPT TO COLLECT YOUR DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

IF YOU ARE NOT OBLIGATED ON THE DEBT OR IF THE DEBT HAS BEEN DISCHARGED IN A BANKRUPTCY PROCEEDING, THIS IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT AN ATTEMPT TO ASSESS OR COLLECT THE DEBT FROM YOU PERSONALLY.

Exhibit E

Modification Agreement: WorkoutPlan_Offer__11-2-09

Litton Loan 12/10/2009 2:19:58 PM PAGE 8/020 Fax Server

Investor Loan #: 8000082616

**HOME AFFORDABLE MODIFICATION TRIAL PERIOD PLAN
(Step One of Two-Step Documentation Process)**

Trial Period Plan Effective Date: 11/1/2009
Borrower ("I")¹: Veronica Williams
Lender ("Lender"): Litton Loan Servicing LP
Date of first lien Security Instrument ("Mortgage") and Note ("Note"): 3/31/2006
Loan Number: 40212367
Property Address ("Property"): 541 Scotland Rd, South Orange, NJ 07079

If I am in compliance with this Trial Period Plan (the "Plan") and my representations in Section 1 continue to be true in all material respects, then the Lender will provide me with a Home Affordable Modification Agreement ("Modification Agreement"), as set forth in Section 3, that would amend and supplement (1) the Mortgage on the Property and (2) the Note secured by the Mortgage. The Mortgage and Note together, as they may previously have been amended, are referred to as the "Loan Documents." Capitalized terms used in this Plan and not defined have the meaning given to them in the Loan Documents.

If I have not already done so, I am providing confirmation of the reasons I cannot afford my mortgage payment and documents to permit verification of all of my income (except that I understand that I am not required to disclose any child support or alimony unless I wish to have such income considered) to determine whether I qualify for the offer described in this Plan (the "Offer"). I understand that after I sign and return two copies of this Plan to the Lender, the Lender will send me a signed copy of this Plan if I qualify for the Offer or will send me written notice that I do not qualify for the Offer. This Plan will not take effect unless and until both I and the Lender sign it and Lender provides me with a copy of this Plan with the Lender's signature.

1. **My Representations.** I certify, represent to Lender and agree:
- A. I am unable to afford my mortgage payments for the reasons indicated in my Hardship Affidavit, and as a result, (i) I am either in default or believe I will be in default under the Loan Documents in the near future, and (ii) I do not have sufficient income or access to sufficient liquid assets to make the monthly mortgage payments now or in the near future;
 - B. I live in the Property as my principal residence, and the Property has not been condemned;
 - C. There has been no change in the ownership of the Property since I signed the Loan Documents;
 - D. I am providing or already have provided documentation for all income that I receive (and I understand that I am not required to disclose any child support or alimony that I receive, unless I wish to have such income considered to qualify for the Offer);
 - E. Under penalty of perjury, all documents and information I have provided to Lender pursuant to this Plan, including the documents and information regarding my eligibility for the program, are true and correct; and
 - F. If Lender requires me to obtain credit counseling, I will do so.



¹ If there is more than one Borrower or Mortgagor executing this document, each is referred to as "I". For purposes of this document words signifying the singular (such as "I") shall include the plural (such as "we") and vice versa where appropriate.

Veronica Ann Williams

Mailing Address: P.O. Box 978 ❖ South Orange, NJ 07079-0978
Residence – NO MAIL: 541 Scotland Road ❖ South Orange, NJ 07079-3009

Litton Loan 12/10/2009 2:19:58 PM PAGE 9/020 Fax Server

Loan #: 40212367

- 2. **The Trial Period Plan.** On or before each of the following due dates, I will pay the Lender the amount set forth below ("Trial Period Payment"), which includes payment for Escrow Items, including real estate taxes, insurance premiums, and other fees, if any, of U.S. \$1,340.89.

Trial Period Payment #	Trial Period Payment	Due Date On or Before #
1	\$2,316.53	11/1/2009
2	\$2,316.53	12/1/2009
3	\$2,316.53	1/1/2010

The Trial Period Payment is an estimate of the payment that will be required under the modified loan terms, which will be finalized in accordance with Section 3 below.

During the period (the "Trial Period") commencing on the Trial Period Effective Date and ending on the earlier of: (i) the first day of the month following the month in which the last Trial Period Payment is due (the "Modification Effective Date") or (ii) termination of this Plan, I understand and acknowledge that:

- A. TIME IS OF THE ESSENCE under this Plan;
- B. Except as set forth in Section 2.C. below, the Lender will suspend any scheduled foreclosure sale, provided I continue to meet the obligations under this Plan, but any pending foreclosure action will not be dismissed and may be immediately resumed from the point at which it was suspended if this Plan terminates, and no new notice of default, notice of intent to accelerate, notice of acceleration, or similar notice will be necessary to continue the foreclosure action, all rights to such notices being hereby waived to the extent permitted by applicable law;
- C. If my property is located in Georgia, Hawaii, Missouri, or Virginia and a foreclosure sale is currently scheduled, the foreclosure sale will not be suspended and the lender may foreclose if I have not made each and every Trial Period Payment that is due before the scheduled foreclosure sale. If a foreclosure sale occurs pursuant to this Section 2.C., this agreement shall be deemed terminated;
- D. The Lender will hold the payments received during the Trial Period in a non-interest bearing account until they total an amount that is enough to pay my oldest delinquent monthly payment on my loan in full. If there is any remaining money after such payment is applied, such remaining funds will be held by the Lender and not posted to my account until they total an amount that is enough to pay the next oldest delinquent monthly payment in full;
- E. When the Lender accepts and posts a payment during the Trial Period it will be without prejudice to, and will not be deemed a waiver of, the acceleration of the loan or foreclosure action and related activities and shall not constitute a cure of my default under the Loan Documents unless such payments are sufficient to completely cure my entire default under the Loan Documents;
- F. If prior to the Modification Effective Date, (i) the Lender does not provide me a fully executed copy of this Plan and the Modification Agreement; (ii) I have not made the Trial Period payments required under Section 2 of this Plan; or (iii) the Lender determines that my representations in Section 1 are no longer true and correct, the Loan Documents will not be modified and this Plan will terminate. In this event, the Lender will have all of the rights and remedies provided by the Loan Documents, and any payment I make under this Plan shall be applied to amounts I owe under the Loan Documents and shall not be refunded to me; and



Veronica Ann Williams

Mailing Address: P.O. Box 978 ❖ South Orange, NJ 07079-0978
Residence – NO MAIL: 541 Scotland Road ❖ South Orange, NJ 07079-3009

January 17, 2010

Mr. Larry Litton, Jr.
President
Litton Loan Servicing L.P.
4828 Loop Central Drive
Houston, TX 77081-2212

Subject: Modification Agreement/Workout Plan for Mortgage No. 40212367

Sent via facsimile to 713-793-4964 & 713-793-4923 & via Federal Express Tracking No. 793187814845

Dear Mr. Litton,

I need a mortgage modification as soon as possible. Many Litton representatives have been working with me since this effort began in December 2008. I am particularly grateful to Bessie Cahee who has patiently and diligently conveyed requests from others at Litton. I am seeking your assistance to ensure that this effort is completed successfully.

The lack of a mortgage modification agreement prevents me from filing my latest financial statements. My income will, therefore, be reduced for the following reasons:

- Three (3) tenants broke their rental agreements and may not be backfilled before May (see Attachment I)
- A contingent Federal job offer may not be approved with the foreclosure on my record (Federal Security Clearance required and pending)
- A contingent offer from Federal contractor may not be approved with the foreclosure on record (Security clearance required)

My home provides my most reliable source of revenue at this time. Losing my home will impose added financial and health burdens that will surely threaten my survival. Without a modification I will attempt to sell my home to remove the foreclosure status from my record. By the time this is done, however, I expect the two contract jobs pending will no longer be available. That could very well leave me homeless and eliminate my current sources of income.

My revised financial statements (prepared on an accrual basis) will show reduced revenue due to:

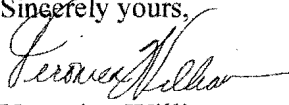
- Lost rental income from tenants who broke leases (Heidi Boon, Shelley Peachey, Catharine Swain)
- Revenue from contracts pending security clearance can no longer be accrued
- Loss of a place to live threatens my ability to earn income on existing contracts (can no longer accrue revenue from existing commitments)

I will provide the financial statements as soon as I have completed the revisions.

I have tried to dig out of my financial predicament without foreclosure, to no avail. I am willing to do anything that is morally and legally possible to remove the foreclosure from my record. I hope to do so without losing my home of more than 26 years. *Time is of the essence.*

Bessie Cahee, with whom I have worked since last summer, is no longer assigned to my account. The customer service representatives cannot identify an individual for me to speak with. Please let me know how to proceed in working out a mutually beneficial solution. I can be reached at 202-636-8190.

In anxious anticipation, I am

Sincerely yours,

Veronica Williams

cc: B. Cahee, via email to Bessie.Cahee@littonloan.com

Exhibit H

FEMA Continent Job Offer

U.S. Department of Homeland Security
Washington, D.C. 20472



FEMA

Greetings,

Your offer of a new position or your continued employment with the *U. S. Department of Homeland Security, Federal Emergency Management Agency*, is contingent upon a favorable suitability determination and a security background investigation.

If you are a current FEMA employee a recent inquiry as to the status of your background investigation paperwork has indicated that the necessary documents are not on file with the Agency. This may be the result of packets being returned for correction that were never resubmitted, a failure to submit the necessary information prior to your entry on duty, or the information in a previously submitted packet has exceeded the timeframe for processing.

In order to conduct the background investigation you are required to complete an online investigation questionnaire (SF 85P) through the e-QIP system. In addition to this electronic form you will be receiving several other security forms included in this mailing. Please complete everything that you receive and return all documents according to the instructions below within 5 to 7 business days. Even if you have previously submitted this documentation in another format, you are required comply with this request at this time. Submission of this information is a condition of employment.

With the return of these forms you must include an *OF 612 (Optional Application for Federal Employment)*. This form must contain complete information on each of employer for two periods of work activity beginning with your current employer and your most recent prior employer. Be sure to include: company/employer name; complete street address to include city, state and zip code; and, a telephone number. If this information is incomplete, or any information is omitted your submission will not be processed. A blank OF612 is enclosed for your convenience.

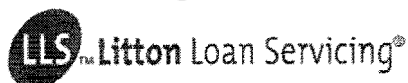
To access your e-QIP account, please go to Before you
begin, open and review the "**Frequently Asked Questions**" link on the e-QIP Gateway page. Please follow the enclosed instructions for resetting your browser security settings. Once you access the system please make sure that you read all instructions carefully. You will be required to enter in your social security number on the first page to begin the process. When the page changes you will be prompted to respond to "Golden Questions" by entering your last name, year of birth and city of birth. You will then be prompted to change these Golden Questions to something of your own choosing. Retain the information as this will serve as your password to regain access to the program. If you receive an error message at this point contact this office as soon as possible for assistance. At the end of the questionnaire, you will be asked to print an archive copy of the form, the certification page and two release forms which are the three final pages. These three signature pages must be signed and included in the security packet. The Questionnaire itself is to be released (transmitted electronically) to the Agency as directed.

Exhibit I

Veronica Ann Williams

Mailing Address: P.O. Box 978 ❖ South Orange, NJ 07079-0978
Residence – NO MAIL: 541 Scotland Road ❖ South Orange, NJ 07079-3009

Modification Agreement: WorkoutPlan_Offer__April 2010



4828 Loop Central Drive
Houston, TX 77081
Tel: (800) 999-8501
Fax: (713) 793-4923
www.littonloan.com

3/16/2010

Veronica Williams
PO BOX 978
SOUTH ORANGE, NJ 07079-0978

Re: Loan #: 40212367
Property: 541 Scotland Rd
South Orange, NJ 07079

Dear Mortgagor(s);

Thank you for submitting the revised income information necessary to process your loan modification request.

Upon review of this information, Litton Loan Servicing LP has determined that the trial period for the referenced loan must be restarted. Please refer to the enclosed trial period plan for details about your modification offer.

Should you have questions, please contact our Loss Mitigation Department at (800) 999-8501 or visit our website at www.littonloan.com.

Sincerely,

Loss Mitigation Department

Enclosure: Trial period plan

LITTON LOAN SERVICING LP IS A DEBT COLLECTOR. THIS IS AN ATTEMPT TO COLLECT YOUR DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

 IF YOU ARE NOT OBLIGATED ON THE DEBT OR IF THE DEBT HAS BEEN DISCHARGED IN A BANKRUPTCY PROCEEDING, THIS IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT AN ATTEMPT TO ASSESS OR COLLECT THE DEBT FROM YOU PERSONALLY.

1400.0165.102709115813

Veronica Ann Williams

Mailing Address: P.O. Box 978 ❖ South Orange, NJ 07079-0978
Residence – NO MAIL: 541 Scotland Road ❖ South Orange, NJ 07079-3009



**You may be able to make your payments more affordable!
Call 1-800-999-8501 for immediate assistance.**

3/16/2010

Veronica Williams
PO BOX 978
SOUTH ORANGE, NJ 07079-0978

Loan #: 40212367
Property Address: 541 Scotland Rd
South Orange, NJ 07079

Dear Borrower(s):

Congratulations! You are approved to enter into a trial period plan under our modification program. This is the first step toward qualifying for more affordable mortgage payments. Please read this letter so that you understand all the steps you need to take to modify your mortgage payments.

What you need to do...

To accept this offer, you must make new monthly "trial period payments" in place of your normal monthly mortgage payment. Send in your monthly trial period payments--instead of your normal monthly mortgage payment--as follows:

1st payment: \$3,333.55 by 5/1/2010
2nd payment: \$3,333.55 by 6/1/2010
3rd payment: \$3,333.55 by 7/1/2010

If you do not make each trial period payment in the month in which it is due, your loan will not be modified.

In addition to making your trial period payments on time, you must send copies of all the documents that are noted on the attached checklist no later than 3/30/2010, so that we can verify the financial information you already provided to us (use the return envelope provided for your convenience). If the documents are not received by 3/30/2010, this offer will end and your loan will not be modified.

After all trial period payments are timely made and you have submitted all the required documents, your mortgage would then be permanently modified if you qualify. (Your existing loan and loan requirements remain in effect and unchanged during the trial period.) If you have any questions, or if you cannot afford the trial period payments shown above but want to remain in your home, or if you have decided to leave your home but still want to avoid foreclosure, please call us at 1-800-999-8501 as we may be able to help you.

Sincerely,

Loss Mitigation Department
Litton Loan Servicing LP

Attachments: (1) Checklist; (2) Frequently Asked Questions and (3) Additional Trial Period Plan Information and Legal Notices

LITTON LOAN SERVICING LP IS A DEBT COLLECTOR. THIS IS AN ATTEMPT TO COLLECT YOUR DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.



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1400.0189.020410151757

Exhibit J

Veronica Ann Williams

Mailing Address: P.O. Box 978 ❖ South Orange, NJ 07079-0978
Residence – NO MAIL: 541 Scotland Road ❖ South Orange, NJ 07079-3009

FEMA Job Offer Retracted

U.S. Department of Homeland Security
5010 Maple SW
Washington, DC 20472



FEMA

May 12, 2010

Veronica Williams
541 Scotland Road
South Orange, NJ 07079

Dear Mrs. Williams

FEMA's Personnel Security Branch adjudicated your recent e-QIP submission (SF-85P Questionnaire) dated September 21, 2009. You responded to the Letter of Interrogatory as required, however, the information you provided was insufficient to mitigate our concerns. Therefore, based on the review the Questionnaire and your response, a final determination has been made to find you unsuitable for employment with FEMA.

This decision makes you ineligible for employment with FEMA.

Sincerely,

A handwritten signature in cursive script, appearing to read "Harriett Ames".

Harriett Ames
Branch Chief
Personnel Security Branch

www.fema.gov

Veronica Ann Williams

Mailing Address: P.O. Box 978 ❖ South Orange, NJ 07079-0978
Residence – NO MAIL: 541 Scotland Road ❖ South Orange, NJ 07079-3009

January 17, 2010

Mr. Larry Litton, Jr.
President
Litton Loan Servicing L.P.
4828 Loop Central Drive
Houston, TX 77081-2212

Subject: Modification Agreement/Workout Plan for Mortgage No. 40212367

Sent via facsimile to 713-793-4964 & 713-793-4923 & via Federal Express Tracking No. 793187814845

Dear Mr. Litton,

I need a mortgage modification as soon as possible. Many Litton representatives have been working with me since this effort began in December 2008. I am particularly grateful to Bessie Cahee who has patiently and diligently conveyed requests from others at Litton. I am seeking your assistance to ensure that this effort is completed successfully.

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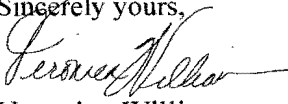
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- Loss of a place to live threatens my ability to earn income on existing contracts (can no longer accrue revenue from existing commitments)

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Bessie Cahee, with whom I have worked since last summer, is no longer assigned to my account. The customer service representatives cannot identify an individual for me to speak with. Please let me know how to proceed in working out a mutually beneficial solution. I can be reached at 202-636-8190.

In anxious anticipation, I am

Sincerely yours,

Veronica Williams

cc: B. Cahee, via email to Bessie.Cahee@littonloan.com

Exhibit 35

Veronica Williams, Esquire
PO Box 978
South Orange, NJ 07079

Veronica Williams, Pro Se	:	SUPERIOR COURT OF NEW JERSEY
	:	ESSEX COUNTY
Plaintiff(s)	:	LAW DIVISION
	:	
Vs.	:	DOCKET NO.: L-00081-11
	:	
Goldman Sachs Co., & Litton Loan	:	
Serving, LP	:	
Defendant(s)	:	

DOCUMENTS SERVED: CIVIL ACTION SUMMONS AND COMPLAINT

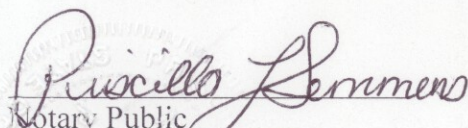
Received by Assurance Process Service on August 4, 2011 to be served on **Litton Loan Servicing, LP c/o CSC at 830 Bear Tavern Road, West Trenton, NJ 08628**. I, Douglas Bramble, being duly sworn, deposes and say that on the **5th of August 2011 at 11:00 a.m.** executed service by delivering a true copy of the documents in accordance with statutes in the manner marked below:

CORPORATION SERVICE: Doreen Haeselin, Authorized Agent

Description: White Female, 5'4", 150 lbs, Gray Hair, 55-60 years old, Glasses.

I certify that I have no interest in the above action, am of legal age and have proper authority in the jurisdiction in which this service was made.

Subscribed and sworn before to me on
Aug 6, 2011 by the affiant
Who is personally known to me


Notary Public
NOTARY PUBLIC
STATE OF NEW JERSEY
PRISCILLA L. SEMMENS
MY COMMISSION EXPIRES JAN. 2, 2012

PROCESS SERVER



DOUGLAS BRAMBLE
Assurance Process Service
305 Colin Lane
Williamstown, NJ 08094

Veronica Williams, Esquire
PO Box 978
South Orange, NJ 07079

Veronica Williams, Pro Se	:	SUPERIOR COURT OF NEW JERSEY
	:	ESSEX COUNTY
Plaintiff(s)	:	LAW DIVISION
	:	
Vs.	:	DOCKET NO.: L-00081-11
	:	
Goldman Sachs Co., & Litton Loan	:	
Serving, LP	:	
Defendant(s)	:	

DOCUMENTS SERVED: CIVIL ACTION SUMMONS AND COMPLAINT

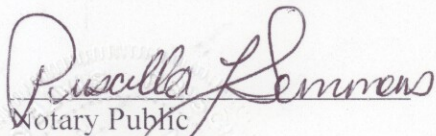
Received by Assurance Process Service on August 4, 2011 to be served on **Goldman Sachs, Co., c/o CT Corp at 820 Bear Tavern Road, West Trenton, NJ 08628**. I, Douglas Bramble, being duly sworn, deposes and say that on the **5th of August at 10:49 a.m.** executed service by delivering a true copy of the documents in accordance with statutes in the manner marked below:

CORPORATION SERVICE: Mary Jane Schultheis, Authorized Agent

Description: White Female, 5'5", 130 lbs, Brown Hair, 55-60 years old, Glasses.


I certify that I have no interest in the above action, am of legal age and have proper authority in the jurisdiction in which this service was made.

Subscribed and sworn before to me on
Aug 16, 2011 by the affiant
Who is personally known to me


Notary Public

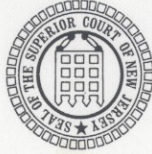
NOTARY PUBLIC
STATE OF NEW JERSEY
PRISCILLA L. SEMMENS
MY COMMISSION EXPIRES JAN. 2, 2012

PROCESS SERVER


DOUGLAS BRAMBLE
Assurance Process Service
305 Colin Lane
Williamstown, NJ 08094

SUPERIOR COURT OF NEW JERSEY

CIVIL DIVISION
ESSEX VICINAGE



Chambers of
James S. Rothschild, Jr., J.S.C.

Historic Courthouse
470 Dr. MLK Jr. Blvd
Newark, New Jersey 07102

September 14, 2011

Veronica Williams
541 New Scotland Road
South Orange, NJ 07079

CC:
Bradley Mitchell
Stevens & Lee
100 Lenox Drive, Suite 200
Lawrenceville, NJ 08648

**Re: Williams v. Litton Loan
Docket No. L-81-11**

Dear Ms. Williams:

I have received your request to adjourn oral argument on your motion to reinstate for trial and motion to amend complaint until February 2012. Because this is a significant delay, the court cannot adjourn the motions at this time. Please withdraw your motions and re-file the motions when you have recovered and able to prosecute the case.

Very truly yours,

A handwritten signature in black ink that reads "James S. Rothschild, Jr." in a cursive style.

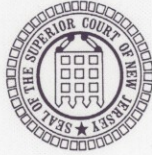
JAMES S. ROTHSCHILD, JR., JSC

JSR:ll

SUPERIOR COURT OF NEW JERSEY

CIVIL DIVISION
ESSEX VICINAGE

Chambers of
James S. Rothschild, Jr., J.S.C.



Historic Court House
470 Dr. MLK Jr. Blvd
Newark, New Jersey 07102

August 31, 2011

Veronica Williams
541 Scotland Road
South Orange, NJ 07079-3009

Bradley Mitchell
Stevens & Lee
100 Lenox Drive, Suite 200
Lawrenceville, NJ 08648

Re: Williams v. Litton Loan Servicing
Docket No. L-000081-11

Dear Parties:

Please be advised that oral argument for the above matter has been scheduled to **September 16, 2011 at 10:30 a.m.** at Courtroom 400 in the Historic Courthouse (470 Dr. MLK Jr. Blvd, Newark, NJ 07102). Your attendance is required—failure to appear may result in a default judgment or dismissal.

Very Truly Yours,

A handwritten signature in black ink that reads "James S. Rothschild, Jr." with a stylized flourish at the end.

James S. Rothschild, Jr., J.S.C.

STEVENS & LEE

100 Lenox Drive, Suite 200
Lawrenceville, NJ 08648
(609) 243-9111 Fax (609) 243-9333
www.stevenslee.com

Direct Dial: (609) 987-6680
Direct Fax: (610) 371-7928
Email: blm@stevenslee.com

August 24, 2011

VIA FEDERAL EXPRESS

Law Division Clerk
Essex County Superior Court
County Courts Building
50 W. Market Street
Newark, NJ 07102

Re: *Veronica Williams v. Litton Loan Servicing, LP and Goldman Sachs & Co.*
Docket No. L-000081-11

Dear Sir or Madam:

Enclosed for filing please find an original and one copy of a Notice of Appearance, which is being filed on behalf of Defendant Litton Loan Servicing LP. We ask that you please file the original and return the copy in the enclosed, self-addressed stamped envelope. Please charge our account number 141242 for any filing fee.

Very truly yours,

STEVENS & LEE



Bradley L. Mitchell

BLM:mjb
Enclosures
cc: Veronica Williams (w/enc.)

Philadelphia • Reading • Valley Forge • Lehigh Valley • Harrisburg • Lancaster • Scranton
Williamsport • Wilkes-Barre • Princeton • Cherry Hill • New York • Wilmington

Richard J. Pinto, Managing Shareholder Harry A. Horwitz, Managing Shareholder
A PA PROFESSIONAL CORPORATION

Bradley L. Mitchell, Esq.
STEVENS & LEE
A PA Professional Corporation
Princeton Pike Corporate Center
100 Lenox Drive, Suite 200
Lawrenceville, New Jersey 08648
(609) 243-9111
BLM@stevenslee.com
Attorneys for Defendants Litton Loan Servicing, L.P.

VERONICA WILLIAMS,
Plaintiff,

v.

LITTON LOAN SERVICING L.P. and
GOLDMAN SACHS & CO.,

Defendants.

: SUPERIOR COURT OF NEW JERSEY
: ESSEX COUNTY – LAW DIVISION
:
: Docket No.: L-81-11
:
: CIVIL ACTION
:
: **NOTICE OF APPEARANCE**
:

PLEASE TAKE NOTICE that the law firm of Stevens & Lee, P.C. hereby appears as counsel for Defendant Litton Loan Servicing in the above-captioned action.

Respectfully submitted,

STEVENS & LEE
Attorneys for Defendants Litton Loan Servicing

Dated: Lawrenceville, NJ
August 24, 2011

By: 
Bradley L. Mitchell, Esq.

STEVENS & LEE

100 Lenox Drive, Suite 200
Lawrenceville, NJ 08648
(609) 243-9111 Fax (609) 243-9333
www.stevenslee.com

Direct Dial: (609) 987-6680
Direct Fax: (610) 371-7928
Email: blm@stevenslee.com

August 24, 2011

VIA FEDERAL EXPRESS

James S. Rothschild, Jr., J.S.C.
Essex County Superior Court
County Courts Building
50 W. Market Street
Newark, New Jersey 07102

Re: *Veronica Williams v. Litton Loan Servicing, LP and Goldman Sachs & Co.*
Docket No. L-000081-11

Dear Judge Rothschild:

We write as counsel for Defendant Litton Loan Servicing LP ("Litton"), and ask that Your Honor accept this letter brief in lieu of a more formal brief in response to Plaintiff's pending Motion to Reinstate for Trial (the "Motion"), which is returnable on September 2, 2011.

On July 22, 2011, this case was dismissed, without prejudice, by the Court pursuant to Rule 1:13-7 for lack of prosecution. Specifically, Plaintiff failed to file with the Court a proof of service of the summons and complaint upon Litton, or an acknowledgment of service by Litton, within the time prescribed by the Rule, which resulted in the suit being dismissed.

In support of the Motion, Plaintiff states that "On or about December 23, 2010, a summons was mailed to the defendants. The case defaulted on or about January 23, 2011." See Motion to Reinstate for Trial, paragraph 1. While it appears that Plaintiff did mail a summons to Litton in December, 2010, Plaintiff's statement that the "case defaulted on or about January 23, 2011" is in error. Rule 4:4-4 clearly identifies the methods by which service upon a corporate defendant can be made. Mail service alone that is not subsequently accompanied by an appearance from the defendant or an acknowledgement of service is not proper service under the rules. Litton was thus never properly served with the Summons and Complaint in this case prior to the time it was dismissed by the Court pursuant to Rule 1:13-7. Therefore, as it was never properly served, it is plain that Litton did not default prior to the dismissal on July 22.

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Williamsport • Wilkes-Barre • Princeton • Cherry Hill • New York • Wilmington

Richard J. Pinto, Managing Shareholder Harry A. Horwitz, Managing Shareholder
A PA PROFESSIONAL CORPORATION

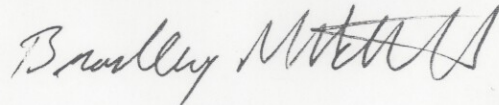
STEVENS & LEE
A PA Professional Corporation

James S. Rothschild, Jr., J.S.C.
August 24, 2011
Page 2

Accordingly, in the event the Court grants the Motion and reinstates this case to the active calendar, Litton respectfully requests that: (1) Plaintiff be required to properly serve Litton after restoration in accordance with the Court Rules, and (2) that the case be treated according to the Rules for scheduling purposes from the date that Plaintiff is able to establish proper service of the Summons and Complaint upon Litton.

Respectfully submitted,

STEVENS & LEE



Bradley L. Mitchell

BLM/blm
Enclosures
cc (w/enc.):
Veronica Williams, *pro se*
Law Division Clerk

Exhibit 36

Press Release

FEDERAL RESERVE press release



Release Date: September 1, 2011

For immediate release

The Federal Reserve Board on Thursday announced a formal enforcement action against the Goldman Sachs Group, Inc. and Goldman Sachs Bank USA to address a pattern of misconduct and negligence relating to deficient practices in residential mortgage loan servicing and foreclosure processing involving its former subsidiary, Litton Loan Servicing LP.

Goldman Sachs sold Litton to Ocwen Financial Corporation on September 1, 2011 and has ceased to conduct residential mortgage servicing. Litton is the 23rd largest mortgage servicer in the United States.

The action orders Goldman Sachs to retain an independent consultant to review foreclosure proceedings initiated by Litton that were pending at any time in 2009 or 2010. The review is intended to provide remediation to borrowers who suffered financial injury as a result of wrongful foreclosures or other deficiencies identified in a review of the foreclosure process. The foreclosure review will be conducted consistent with the reviews currently underway at the 14 large mortgage servicers that consented to enforcement actions brought by the banking agencies on April 13, 2011.

If Goldman Sachs re-enters the mortgage servicing business while the action is in effect, it will be required to implement enhanced corporate governance, risk-management, compliance, borrower communication, servicing and foreclosure practices comparable to what the 14 mortgage servicers are implementing.

As noted in the April press release, the Federal Reserve believes monetary sanctions are appropriate and plans to announce monetary penalties. These monetary penalties against Goldman Sachs will be in addition to the corrective actions that Goldman Sachs will be taking pursuant to today's action. Goldman Sachs has acknowledged in today's action that it will be responsible for satisfying any civil money penalty that the Board of Governors could have assessed against Litton for its conduct.

For media inquiries, call 202-452-2955.

[Attachment \(1.46 MB PDF\)](#)

Exhibit 37

Bloomberg

Goldman Sachs Will Sell Litton Loan Servicing to Ocwen for \$264 Million

By Christine Harper - Jun 6, 2011

[Goldman Sachs Group Inc. \(GS\)](#) agreed to sell [Litton Loan Servicing LP](#) to [Ocwen Financial Corp. \(OCN\)](#) for \$263.7 million in cash, ending the New York-based bank's 3-1/2 year experiment in processing home-loan payments.

In addition to the cash payment, which may be adjusted at closing, Ocwen will pay about \$337.4 million to retire some of Litton's debt, according to a filing by [West Palm Beach](#), Florida-based Ocwen. The sale of Litton comes two months after Goldman Sachs wrote down the value of the mortgage-servicing business by about \$200 million.

"It really makes sense for them to sell it, and better for them to sell it sooner rather than later," said David B. Hilder, a New York-based analyst at Susquehanna Financial Group LP who has a positive rating on Goldman Sachs. "They bought it at a time when the business was easier and it looked like there might be some insights to be gained in the mortgage market from having a servicer."

Mortgage servicing firms send out bills, collect payments and handle foreclosures. Goldman Sachs acquired Litton, based in Houston, and 1,000 employees at a time when investors including billionaire [Wilbur Ross](#) and Centerbridge Capital Partners LLC purchased mortgage servicers to help them better understand the market, and profit from buying discounted loans. Goldman Sachs said in March that it was considering selling Litton, and a person familiar with the matter said the firm had failed to find enough distressed [mortgage loans](#) to buy.

\$41.2 Billion Portfolio

Ocwen is getting a portfolio of loans with about \$41.2 billion in unpaid principal balance as of March 31, most of them non-prime home mortgages, the filing said. Ocwen agreed to finance about \$2.47 billion of servicing advances associated with the business, the statement said. Advances include the principal, interest, taxes and insurance remittances that servicers must make to securities trusts even when homeowners fall behind on those payments.

Goldman Sachs will remain liable for fines and penalties that could be imposed by government authorities relating to Litton's foreclosure and servicing practices before the deal closes, the statement said, and Goldman Sachs will share some of the losses arising out of claims from third parties, such as investors and borrowers, in connection to servicing agreements.

Fines and Penalties

Litton is among the mortgage-servicing businesses cooperating with investigations by 50 state attorneys general into foreclosure practices. The probe began after authorities discovered some firms used faulty paperwork to seize homes.

The inquiries "may result in the imposition of fines or other regulatory action," Goldman Sachs said in its quarterly regulatory filing with the U.S. Securities and Exchange Commission on May 10. "As of the date of this filing, the firm is not aware of foreclosures where the underlying foreclosure decision was not warranted."

Litton's value has declined since Goldman Sachs purchased it in 2007. Most of a \$220 million impairment charge that Goldman Sachs took on assets held for sale in the first quarter was related to Litton, the bank said. Litton's mortgage-servicing rights were "not material" to Goldman Sachs as of March, having dropped from \$283 million at the end of February 2008, filings show.

Keeping 'Certain Assets'

"Goldman Sachs does not expect the sale to have any material impact on earnings in the second quarter due to the combination of the sales price and the impairment charge announced in the first quarter of 2011 primarily related to Litton," the bank said in a

statement today, adding that the company plans to retain “certain assets.”

Goldman Sachs never disclosed how much it paid to acquire Litton from Credit-Based Asset Servicing and Securitization LLC, or C-Bass. [Radian Group Inc. \(RDN\)](#), the second-largest U.S. mortgage insurer and a part owner of C-Bass, disclosed a month before the sale was completed that the unit would be sold for about \$467.9 million to an unnamed buyer.

“Dealing with individual homeowners and individual borrowers just doesn’t fit the rest of Goldman’s business,” said Susquehanna’s Hilder. “The decline in [home prices](#) overwhelmed any benefit.”

Ocwen’s Advance

In contrast to Goldman Sachs’s falling stock price this year, Ocwen’s shares gained more than 30 percent in New York Stock Exchange composite trading through last week. The shares gained 7 cents to \$12.57 as of 11:52 a.m. in New York. Goldman Sachs fell 72 cents to \$134.61.

Ocwen agreed in May 2010 to buy HomEq Servicing, a mortgage-servicing business owned by London-based [Barclays Plc \(BARC\)](#), for about \$1.3 billion in cash conditional on the value of certain assets at completion, according to a statement from Barclays at the time. Barclays also agreed to provide Ocwen with about \$1 billion in secured financing in connection with the deal and offered assistance in raising more funds, the statement said.

Barclays advised Ocwen on the purchase of Litton and is one of the lenders, along with [Bank of America Corp. \(BAC\)](#) and Royal Bank of Scotland Plc, providing Ocwen’s new facility to finance Litton’s servicing advances. Ocwen has also received a commitment letter from Barclays to provide a senior secured term loan facility of \$575 million to finance the transaction, the filing said.

Before buying Litton, Goldman Sachs had tried to avoid businesses that involved the mass-market or retail customer. David Viniar, Goldman Sachs’s chief financial officer, told analysts in September 2006, more than a year before the company bought Litton, that the firm was reluctant to buy a lender because of the “retail concern.”

“Goldman Sachs is largely an institutional business,” Viniar said at the time. “There are different risks when you’re touching the retail customer.”

To contact the reporter on this story: Christine Harper in [New York](#) at charper@bloomberg.net


To contact the editor responsible for this story: David Scheer at dscheer@bloomberg.net.





Exhibit 38

Legal Costs Soared as Time Passes – 2009 and still ongoing

Starting June 2013, the costs and time of this matter escalated as defendants’ attorneys engaged us in Lots of legal filings, hearings and other activities. HSBC started foreclosure proceedings again, although neither Litton Loan, Goldman Sachs, Ocwen nor HSBC addressed the questions and issues I posed.

Documents are being gathered. **THIS INFORMATION HAS NOT YET BEEN DOUBLE-CHECKED.** The Docket Numbers, attorneys and Judges associated with these actions have been identified as:

<p>Docket L-004753-13</p>	<p>Judge Dennis F. Carey, III Judge ???? Judge RANDAL C. CHIOCCA</p>	<p>http://judgepedia.org/Dennis F. Carey, III ?????????????? ?????????????? https://www.judiciary.state.nj.us/directory/judgtara.pdf http://judgepedia.org/Randal C. Chiocca</p>
<p>Per Se</p>		
<p>Denbeaux and Denbeaux - WITHDREW 10/27/14</p>	<p>Veronica Williams 541 Scotland Road P.O. Box 978 South Orange, NJ 07079 And via Facsimile to 888-492-5864 Or via Email to LittonLoan</p>	
<p>Attorney for HSBC : Jeanette J. O’Donnell</p>	<p>Jeanette J. O’Donnell Powers Kirn, LLC 728 Marne Highway Suite 200 Moorestown, NJ 08057 Phone 856-802-1000 Fax 856-802-4300 www.powerskirn.com</p>	
<p>Attorney for HSBC:</p> <p>C:\CriticalFiles\CURRENT_Post2010\Veronica Williams\Legal_Prepaid\Case_LittonLoan\1_Denbeaux\HSBC_Attorney_To_Foreclosure_8-25-14.pdf</p>	<p>David M. Lambropoulos Stern & Eisenberg, PC 1040 N. Kings Highway, Suite 407 Cherry Hill, NJ 08034 Phone 609-397-9200 Fax 856-667-1456 www.sterneisenberg.com</p>	
<p>Attorney for Goldman Sachs: And all other parties as of 10/2014</p> <p>C:\CriticalFiles\CURRENT_Post2010\Veronica Williams\Legal_Prepaid\Case_LittonLoan\1_Denbeaux\Goldman Sachs Answer to Complaint-by DuaneMorris-Seiden.pdf</p>	<p>Stuart I. Seiden Duane Morris 30 S. 17th St. Philadelphia, PA 19103 Phone 215-979-1141 Fax 215-827-5536 Email siseiden@duanemorris.com www.duanemorris.com</p>	
<p>Mediator assigned by court:</p> <p>C:\CriticalFiles\CURRENT_Post2010\Veronica Williams\Legal_Prepaid\Case_LittonLoan\1_Denbeaux\COURT - Mediation Schepisi-Prop_date-ltr_6-20-</p>	<p>John A. Schepisi Esq. Schepisi & McLaughlin 473 Sylvan Avenue PO Box 1313 Englewood Cliffs, NJ 07632-1313 Phone 201-569-9898 Fax 201-569-5350</p>	

<p>14i.pdf</p> <p>C:\CriticalFiles\CURRENT_Post2010\Veronica Williams\Legal_Prepaid\Case_LittonLoan\1_Denbeaux\COURT - Notice of MFJ_9-10-14.pdf</p>	<p>David M. Lambropoulos Stern & Eisenberg, PC 1040 N. Kings Highway, Suite 407 Cherry Hill, NJ 08034 Phone 609-397-9200 Fax 856-667-1456 www.sterneisenberg.com</p>	
<p>Docket F-28279-09</p>	<p>Judge Harriet Farber Klein, J.S.C.</p>	
<p>C:\CriticalFiles\CURRENT_Post2010\Veronica Williams\Legal_Prepaid\Case_LittonLoan\1_Dhakan_Update_May2012\ForeclosureDismissed_3-8-2012.pdf</p>	<p>Attorney ?? Jeanette J. O'Donnell Powers Kirn, LLC 728 Marne Highway Suite 200 Moorestown, NJ 08057 Phone 856-802-1000 Fax 856-802-4300 www.powerskirn.com</p>	
<p>Docket L-00081-11</p>	<p>Judge James S. Rothschild</p>	<p>http://judgepedia.org/James S. Rothschild, Jr.</p>
<p>C:\CriticalFiles\CURRENT_Post2010\Veronica Williams\Legal_Prepaid\Case_LittonLoan\Docket_L-00081-11_Hearing&Response_2011.pdf</p>	<p>Bradley L. Mitchell, Esq Stevens & Lee Princeton Pike Corporate Center 100 Lenox Drive, Suite 200 Lawrenceville, NJ 08648 609-243-9111 BLM@stevenslee.com http://www.stevenslee.com/</p>	
<p>Docket F- 28279-09</p>	<p>Judge Harriet Farber Klein, J.S.C.</p>	<p>http://judgepedia.org/Harriet Farber Klein</p>
<p></p>	<p>Louis Childress East Orange, NJ</p>	
<p>C:\CriticalFiles\CURRENT_Post2010\Veronica Williams\Legal_Prepaid\Case_LittonLoan\1_Dhakan_Update_May2012\ForeclosureDismissed_3-8-2012.pdf</p>	<p>Sarah E. Powers, Esq. Powers & Kirn, LLC 728 Marne Highway, Suite 200 Moorestown, NJ 08057 856-802-1000</p>	

ADDITIONAL INFORMATION WILL BE PROVIDED ON A NEED TO KNOW BASIS ONLY

Exhibit 48

Veronica Williams

From: Veronica Williams <[REDACTED]>
Sent: Friday, October 24, 2014 9:05 AM
To: 'Adam Deutsch'
Cc: 'Sal Sanchez'; 'Joshua Denbeaux'; 'Nick Stratton'; 'A May'; VWilliams [REDACTED]
Subject: RE: Veronica Williams v. Ocwen et al.

Importance: High
Sensitivity: Confidential

I understand your concern. I have nothing to lose and am not afraid of proceeding.

While I much prefer to proceed with Denbeaux & Denbeaux, I will regrettably accept your decision to withdraw. If your firm chooses not to go forward, please let me know by Monday, Oct. 27th. I will need time to extend the discovery date and prepare for mediation and trial. We will also need to confirm how our agreement will be terminated.

If you decide to continue to represent me, I need you to read everything I've sent and help me complete a response by Oct. 31st. That means, spending a lot of time next week.

All the best,

Veronica

Veronica Williams
541 Scotland Road
South Orange, NJ 07079-3009

Phone [REDACTED]
[REDACTED]

From: Adam Deutsch [mailto:[REDACTED]]
Sent: Thursday, October 23, 2014 4:20 PM
To: [REDACTED]
Cc: Sal Sanchez; Joshua Denbeaux; Nick Stratton; A May
Subject: FW: Veronica Williams v. Ocwen et al.

Veronica,

I received the following email from opposing counsel yesterday afternoon. It is a serious issue that requires your attention.

Defendant has issued a frivolous litigation letter. Normally I am not concerned about these letters, but I do think it is a significant concern in your case. Read it for the specifics. In generally the way this works is as follows: If we lose the case, Defendants and their attorney can sue not only you but also the law firm under the frivolous claims act. Liability can be substantial.

As you know from our recent discussions, I do not believe you have a viable case. You are a very smart and driven person. The problem is, that we talk every week and every week I am told evidence is coming and it doesn't. We are out of time to produce new evidence and have been for a few weeks. That said, I have told you that if you were able to produce quickly, we could try to get it in. With each passing day I am growing more concerned. Having received this letter, the concern is no longer about whether you will have a successful case, it is also about the potential liability you are now exposing yourself to.

During your deposition you suggested the damages to you are in the millions of \$. You are now looking at a situation where if you choose to go forward with the case you may end up owing thousands of dollars to the Defendants and their attorney for pursuing a frivolous case.

I have asked that Josh reach out to you to discuss the severity of the situation. He is currently tied up.

Even with the threat of frivolous litigation, I believe that we can get a settlement in the ballpark of \$20,000 simply for stopping the bleeding and saving the other side from expending costs to go to trial. I strongly suggest you take this very seriously.

Adam Deutsch, Esq.
Senior Associate Attorney
Denbeaux & Denbeaux



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From: Seiden, Stuart I. [mailto: [REDACTED]]
Sent: Wednesday, October 22, 2014 4:51 PM
To: Adam Deutsch
Subject: Veronica Williams v. Ocwen et al.

FRIVOLOUS PLEADING PURSUANT TO RULE 1:4-8

Adam,

On behalf of the Defendants Litton Loan Servicing, Ocwen Loan Servicing, Goldman Sachs Mortgage Corporation and HSBC Bank USA, N.A., Freemont Home Loan Trust 2006-C Mortgage-Backed Certificates, Series 2006-C (hereinafter "Defendants"), and pursuant to Rule 1:4-8 (Frivolous Litigation), we hereby give you notice of our demand that Plaintiff Veronica Williams ("Williams") voluntarily withdraw the Complaint ("the Complaint") filed in this action as the contents of the Complaint violate the provisions of this Rule. The claims against Defendants are not warranted by the evidence or by existing law.

The Complaint claims that the Defendants violated the Fair Debt Collection Practices Act ("FDCPA"), the New Jersey Consumer Fraud Act ("CFA"), Breached a Contract, and Intentional Infliction of Emotional Distress. With discovery closing, Williams has not provided any documents that confirm the allegations in the Complaint.

As to the FDCPA count, the debt was valid and owed. That is undisputed. Williams has no evidence that any of the evidence of any violation of the FDCPA. At her deposition, Williams admitted that Goldman Sachs Mortgage Corporation did not contact her and neither did HSBC Bank USA, N.A., Freemont Home Loan Trust 2006-C Mortgage-Backed Certificates, Series 2006-C. Her complaints against the loan servicers, Litton and Ocwen, are not based on what transpired having reviewed the comments log. Williams did not convey any proof that Litton or Ocwen improperly contacted Williams related to the debt or any other violation of the FDCPA. Just because Williams believes that she was owed a loan modification doesn't make that a violation of the FDCPA. The FDCPA count must be dismissed.

As to the CFA claim, it too fails as a matter of law. Every action that Williams complained of at the deposition was directed at Litton. However, Litton did not violate the CFA. Williams Complaint is essentially the allegation that she believed she was going to get a loan modification and when she did not get one, the timing was poor as her business ventures required her to be current on her loan. However, there is no law that requires a borrower to receive a loan modification and Williams has not proven that any money was accepted by Litton to evidence that she was paying under a modification agreement. In fact, Williams admitted that Litton returned checks during the time Williams was communicating with Litton about a loan modification. The fact that the Judge handling the Foreclosure action has stricken her Answer is further evidence that she did not have a loan modification. Williams testified that she could afford her loan and purposely went into default to obtain a modification. That is abuse of the system and could be seen as fraud. There has been no violation of the CFA by the Defendants. There was no unlawful practice by any of the Defendants.

As for the Breach of Contract claim, there has been no breach of contract. The mortgage itself could be the only contract Williams might reference. Therefore, right off the bat, every Defendant except the mortgagee must be dismissed immediately. Moreover, Williams testified that her loan was not in default and she purposely defaulted to obtain a modification. She was discussing a modification with Litton. That is not a breach of contract by the Defendants. Williams further testified that she had money that could have been used to pay her mortgage, but instead paid other unsecured debt. None of the Defendants, including the mortgagee, breached a term in the mortgage.

As to Williams' claim that the Defendants caused an Intentional Infliction of Emotional Distress. Again, the Complaint is her belief that Litton was required to give her a loan modification. Yet, she hasn't proven that she applied timely, timely provided all the required documents and timely made the required monthly payments for any loan modification. The Litton comments log and payment support the dismissal of the Complaint. If Williams has been distressed, it was caused when she purposefully defaulted on her loan to attempt to obtain a modification.

Finally, please bring all of the remaining documents that Williams referenced during her deposition with you to the deposition on Monday. Please discuss these documents with Sal as he took copious notes of the documents Williams referenced. Williams appeared to be selective in what she said and what documents she turned over in discovery.

This email constitutes notice pursuant to Rule 1:4-8 that if the claims alleged against Defendants are not voluntarily dismissed, and if counsel fees are expended to resolve this matter on behalf of Defendants, an application for sanctions, including attorneys' fees, will be made at the appropriate time under the Rule.

Thank you for your attention to this matter.

Duane Morris
www.duanemorris.com
Stuart I. Seiden
Associate
[Redacted]
[Redacted]
E-MAIL | BIO | VCARD



Check out our [Duane Morris Law Blogs](#)

Veronica Williams

From: Adam Deutsch [REDACTED]
Sent: Thursday, October 23, 2014 4:20 PM
To: vawilliams@[REDACTED]
Cc: Sal Sanchez; Joshua Denbeaux; Nick Stratton; A May
Subject: FW: Veronica Williams v. Ocwen et al.

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Adam Deutsch, Esq.
Senior Associate Attorney
Denbeaux & Denbeaux
366 Kinderkamack Road
Westwood, NJ 07675
(Main Firm) 201-664-8855
[REDACTED]

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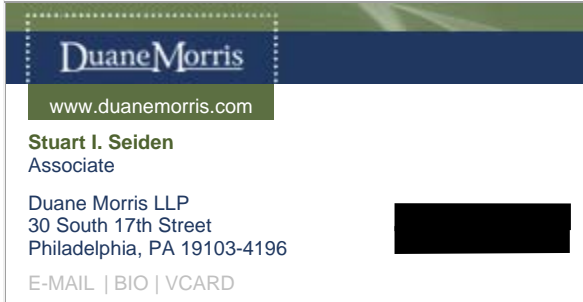
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This email constitutes notice pursuant to Rule 1:4-8 that if the claims alleged against Defendants are not voluntarily dismissed, and if counsel fees are expended to resolve this matter on behalf of Defendants, an application for sanctions, including attorneys' fees, will be made at the appropriate time under the Rule.

Thank you for your attention to this matter.



Duane Morris
www.duanemorris.com
Stuart I. Seiden
Associate
Duane Morris LLP
30 South 17th Street
Philadelphia, PA 19103-4196
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Check out our [Duane Morris Law Blogs](#)

For more information about Duane Morris, please visit <http://www.DuaneMorris.com>

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Exhibit 51

Veronica Williams

From: Veronica Williams
Sent: Friday, October 31, 2014 3:24 PM
To: 'Adam Deutsch'; 'Joshua Denbeaux'
Cc: 'A May'; VWilliams@; 'Sal Sanchez'; 'Nick Stratton' My Response to
Subject: Duane Morris due Nov. 1, 2014

Importance: High

I have not finished my evaluation of how to proceed. I expect to make a decision soon after the Discovery end date of Nov. 17, 2014, if not before.

The due date for Duane Morris' letter dated July 11, 2014 is tomorrow. My response can be downloaded at http://finfix.org/proof/DD/Goldman_Sachs-From_Messinger-RFA_Doc_VW-RESPONSE_10-31-14.rtf. I will send this to KF [REDACTED]@duanemorris.com, b [REDACTED]@duanemorris.com, s [REDACTED]@duanemorris.com at 4:30 pm today. I will call Josh first.

Best regards,

Veronica

Veronica Williams

[REDACTED] 3009

Phone [REDACTED]
Email [REDACTED]

From: Adam Deutsch [mailto:a [REDACTED]]
Sent: Monday, October 27, 2014 8:50 AM
To: [REDACTED]
Cc: Joshua Denbeaux; A May
Subject: Deposition of Litton

Veronica,

Per Josh's message, the firm is withdrawing from representation.

I need to know immediately if you are going to take the deposition of Litton that is scheduled to take place today.

I just tried calling you but got no answer.

Please let me know and we can keep our reporter scheduled.

Adam Deutsch, Esq.
Senior Associate Attorney
Denbeaux & Denbeaux
[REDACTED]
(Main Firm) [REDACTED]
(Direct Line) [REDACTED]
(Fax Line) [REDACTED]

*****CONFIDENTIALITY NOTICE*****

The information contained in this e-mail may be related to ongoing or pending litigation, privileged, confidential and protected from disclosure. If you are not the intended recipient of this e-mail or copying of this e-mail, you are hereby

Exhibit 52

Veronica Williams

From: Veronica Williams
Sent: Monday, October 27, 2014 9:26 AM
To:
Subject: Please Help Me Combat Mortgage Fraud

Please Help Me Combat Mortgage Fraud

PLEASE SHARE THIS MESSAGE WITH EVERYONE YOU KNOW

There have been [over 25 million foreclosures in the US since 2000](#). That is 28.9% of all homeowners!

Nearly 6 million Americans have been forced from their homes. Many were the victims of mortgage fraud. I too am one of these victims. I bought my home over 31 years ago. Now, I find myself fighting the firms that deceived me.

Will you help? After 6 long years of deception, crafty legal maneuvers, and character assassination, I will finally have my day in court in January 2015.

This fight is about much more than saving my home. I have lost contracts, jobs and was hospitalized multiple times due to stress. I am all in to win my battle against Ocwen, HSBC, Goldman Sachs and those who have taken my income and health.

Learn more, and if you can, make a contribution at www.FinFix.org or www.GoFundMe.com/LegalFundStopFraud.

Share this message with anyone and everyone who wants to help me win and serve as an example of the cost of mortgage fraud.

Thank you,

Veronica Williams
Victim of Mortgage Fraud
www.VeronicaWilliams.com

You are receiving this email because I 'm counting on you to spread the word.
If you do not want to receive future emails please accept our apology and use the opt-out below.

Exhibit 53

Rec'd 10/23/14

Adam Deutsch, Esq. 016542010
Denbeaux & Denbeaux
366 Kinderkamack Road
Westwood, New Jersey 07675
(201) 664-8855 / Fax: (201) 666-8589
Counsel for Plaintiff Veronica Williams

SUPERIOR COURT OF NJ
CIVIL DIVISION
ESSEX COUNTY

2014 OCT 14 A 10:38

FINANCE DIVISION
RECEIVED/FILED
29

VERONICA WILLIAMS,

Plaintiff

v.

LITTON LOAN SERVICING, HSBC BANK
USA, N.A., FREEMONT HOME LOAN TRUST
2006-C MORTGAGE-BACKED
CERTIFICATES, SERIES 2006-C; GOLDMAN
SACHS; OCWEN, Stern & Eisenberg, PC, Powers
Kim LLC,

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: ESSEX COUNTY

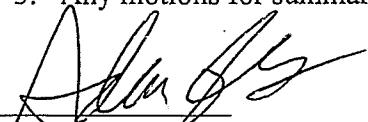
DOCKET No.: ESX-L-4753-13

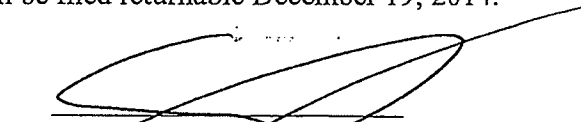
**STIPULATION EXTENDING DISCOVERY
AND ADJOURNING THE TRIAL**

Counsel for remaining parties, having first conferred with the Office of the Clerk of Essex

County Superior Court, hereby agree and enter into this **STIPULATION AGREEMENT** as follows:

1. The Trial presently scheduled for November 17, 2014 is hereby adjourned to January 15, 2015.
2. Discovery is hereby re-opened and shall continue until November 1, 2014.
3. Any motions for summary judgment shall be filed returnable December 19, 2014.


Adam Deutsch, Esq.
DENBEAUX & DENBEAUX
Attorneys for Plaintiff Veronica Williams


Stuart Seiden, Esq.
DUANE MORRIS LLP
Attorneys for Litton Loan Servicing,
Goldman Sachs, HSBC Bank USA, N.A.,
Freemont Home Loan Trust 2006-C
Mortgage Backed Certificates Series 2006-C,
and Ocwen Loan Servicing, LLC

Adam Deutsch, Esq. 016542010
Denbeaux & Denbeaux
366 Kinderkamack Road
Westwood, New Jersey 07675
(201) 664-8855 / Fax: (201) 666-8589
Counsel for Plaintiff Veronica Williams

VERONICA WILLIAMS,

Plaintiff

v.

LITTON LOAN SERVICING, HSBC BANK
USA, N.A., FREEMONT HOME LOAN TRUST
2006-C MORTGAGE-BACKED
CERTIFICATES; SERIES 2006-C; GOLDMAN
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Kim LLC,

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: ESSEX COUNTY

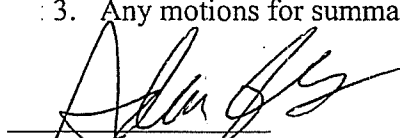
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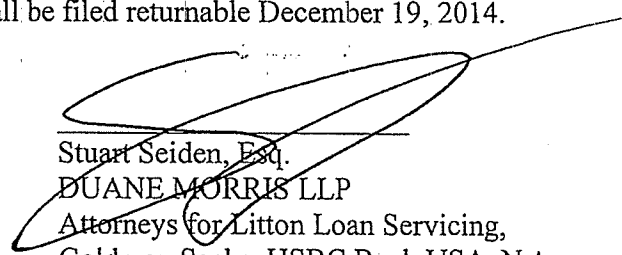
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Adam Deutsch, Esq.
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Attorneys for Litton Loan Servicing,
Goldman Sachs, HSBC Bank USA, N.A.,
Freemont Home Loan Trust 2006-C
Mortgage Backed Certificates Series 2006-
C, and Ocwen Loan Servicing, LLC

Veronica A. Williams
P.O. Box 978
South Orange, NJ 07079
Email StopFraud@vawilliams.com
Phone 973-715-8580

SUPERIOR COURT OF NEW JERSEY

HSBC Bank USA, National Association as
Trustee for Fremont Home Loan Trust 2006-
C, Mortgage-Backed Certificates, Series
2006-C

Plaintiff

Veronica Williams, et als.

Defendant, Pro Se

IN THE SUPERIOR COURT OF NEW JERSEY
ESSEX COUNTY
CHANCERY DIVISION

Case No. F – 000839-13

**BRIEF TO MEET MOTION DEFICIENCY
IN RESPONSE TO CHC2019204674:**
**EXECUTE INJUNCTON AGAINST SALE OF
541 SCOTLAND ROAD, SOUTH ORANGE, NJ,
and DISMISS FORECLOSURE, and
DISMISS MORTGAGE AGAINST 541
SCOTLAND ROAD, S. ORANGE, NJ**

RELATED CASES:

U.S. Court of Appeals, Third District 19-1032

U.S. District Court of NJ Case 2:16-cv-05301-ES-JAD

NJ Case Docket No. ESSX L – 004753-13

NJ Case Docket No. ESSX L – 000081-11

**BRIEF TO MEET MOTION DEFICIENCY IN RESPONSE TO
TRANSACTION ID CHC2019204698
IN SUPPORT OF MOTION FOR:
INJUNCTION AGAINST THE SALE OF 541 SCOTLAND ROAD, S. ORANGE, NJ AND
DISMISSAL OF FORECLOSURE AND
DISMISSAL OF MORTGAGE**

ENCLOSURES

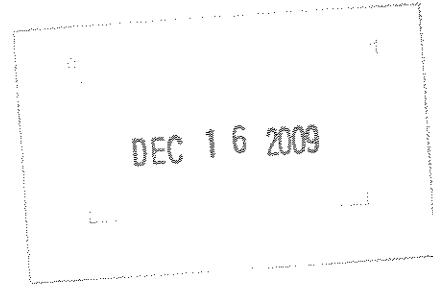
Williams Has Told The Truth For Years – IGNORED

CHILDRESS ANSWER TO COMPLAINT

C:\CriticalFiles\CURRENT_Post2010\Veronica Williams\Legal_Prepaid\PrePaidLegal_Case_LittonLoan_FindAtty\ChildressLegalDocs\1270821524.pdf 10 PAGES [CLICK](#)

C:\CriticalFiles\CURRENT_Post2010\Veronica Williams\Legal_Prepaid\PrePaidLegal_Case_LittonLoan_FindAtty\Dec16-2009.PDF 63 PAGES [CLICK](#)

CHILDRESS & JACKSON, LLC
280 South Harrison Street, Suite 200
East Orange, New Jersey 07018
(973) 678-5038
Attorneys for Defendant, Veronica Williams
LWC/dn #9293



HSBC Bank USA, National Associates, as
Trustee under the Pooling and Servicing
Agreement dated as of September 1, 2006,
Fremont Home Loan Trust 2006-C

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION: ESSEX COUNTY
DOCKET NO.: F-28279-09

vs.

CIVIL ACTION

VERONICA WILLIAMS, her heirs, devisees,
and personal representatives and his/her, their
or any of their successors in right, title and
interest, Mr. Williams, husband of Veronica
Williams, his heirs, devisees, and personal
representatives and his/her, their, or any of
their successors in right, title and interest,
JP Morgan Chase Bank, N.A.

**RESPONDING STATEMENT IN
OPPOSITION TO PLAINTIFF'S
STATEMENT OF MATERIAL**

-
1. Defendant, Veronica Williams admits the statement set forth in paragraph 1 of Plaintiff's Statement of Material Facts.
 2. Defendant, Veronica Williams admits the statement set forth in Paragraph 2 of Plaintiff's Statement of Material Facts.
 3. Defendant, Veronica Williams admits the statement set forth in Paragraph 3 of Plaintiff's Statement of Material Facts.
 4. Defendant, Veronica Williams disputes in part the facts set forth in Paragraph 4 of Plaintiff's Statement of Material Facts. In January and February 2009 Veronica Williams was for the first time delinquent in making mortgage payments as required by the note and mortgage. On February 25, 2009 plaintiff requested a mortgage modification to allow a fresh start and applied for the Loan Workout Plan for assistance. She was advised by Francisco Navarro, a employee of Litton Loan Servicing LP, servicing agent for HSBC Bank USA, National Association that she should delay payments to plaintiff for at least three (3) months in order to qualify for the Program.

Counter Statement of Facts

1. Defendant received the Loan Workout Plan in or about June 1, 2009 and promptly completed the documentation process in accordance with same. (See Williams Cert. referencing Exhibit A).

2. The Loan Workout Plan required that the following payments to the Lender be made as follows:

<u>Trial Period Payment</u>	<u>Trial Period Payment</u>	<u>Due Date on or Before</u>
1	\$3,054.83	7/1/09
2	\$3,054.83	8/1/09
3	\$3,054.83	9/1/09

3. On June 25, 2009 defendant lived up to her obligations under the Plan by forwarding payments #1 and #2 to Litton by cashier check nos 00074040 and 00074004 in the amount of \$3,054.83 each. (Williams Certification referencing Exhibit B)

4. At the time defendant commenced participation in the Plan she had not been served with the instant foreclosure Complaint (the complaint was filed on May 29, 2009).

5. Paragraph 2B of the Loan Workout Plan provides as follows:

Except as set forth in Section 2C below the Lender will suspend any scheduled foreclosure sale provided I continue to meet the obligations under this Plan, but any pending foreclosure action will not be dismissed and may be immediately resumed from the point at which it was suspended if this Plan terminates and no new notice of default, notice of intent to accelerate, notice of acceleration or similar notice will be necessary to continue the foreclosure action, all rights to such notices being hereby waived to the extent permitted by applicable law.

The Complaint had not been served or joined by the defense at the time defendant commenced the "Trial Period."

6. Defendant hereby incorporates the Affirmative Defenses set forth in the Answer to the Complaint and makes the same a part hereof. Exhibit C

7. According to defendant she was advised by Litton's Representatives that in light of pending mortgage modification and trial period payments her home would not be foreclosed upon.

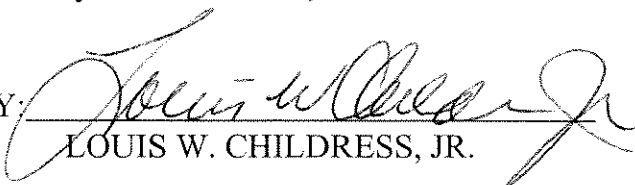
8. On July 27, 2009 plaintiff served defendant with a foreclosure complaint.

9. Defendant has certified that she was not served with notice of intent to foreclose as required by the Fair Foreclosure Act of 1995.

For the foregoing reasons plaintiff's Complaint to foreclose must be dismissed.

CHILDRESS & JACKSON, LLC
Attorneys for Defendant, Veronica Williams

BY:


LOUIS W. CHILDRESS, JR.

DATED: December 16, 2009

CHILDRESS & JACKSON, LLC
280 South Harrison Street, Suite 200
East Orange, New Jersey 07018
(973) 678-5038
Attorneys for Defendant, Veronica Williams
LWC/dn #9293

HSBC Bank USA, National Associates, as
Trustee under the Pooling and Servicing
Agreement dated as of September 1, 2006,
Fremont Home Loan Trust 2006-C

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION: ESSEX COUNTY
DOCKET NO.: F-28279-09

vs.

VERONICA WILLIAMS, her heirs, devisees,
and personal representatives and his/her, their
or any of their successors in right, title and
interest, Mr. Williams, husband of Veronica
Williams, his heirs, devisees, and personal
representatives and his/her, their, or any of
their successors in right, title and interest,
JP Morgan Chase Bank, N.A.

CIVIL ACTION

CERTIFICATION OF VERONICA WILLIAMS IN OPPOSITION TO PLAINTIFF FORECLOSURE COMPLAINT

I VERONICA WILLIAMS, hereby certifies as follows:

1. I am the defendant in the above matter and own the subject property known as 541 Scotland Road, South Orange, New Jersey. As such I am fully familiar with the facts set forth herein.
2. The land and improvements thereon is my primary residence. I have owned this property since August 25, 1983.
3. In or about March 2006 defendant, I refinanced the subject property with Fremont Home Loan ("Fremont").
4. In 2008 I was directed by Fremont to make my mortgage payments to Litton Loan Servicing, L.P. ("Litton") of Houston, Texas.
5. In February 2009 due to serious health problems resulting in significant decline in my income I applied to Litton for a modification of her mortgage.

6. In good faith I disclosed my personal and financial challenges to Litton and submitted all information requested of me on February 25, 2009.

7. Litton's representative advised me that the modification should be completed in forty-five (45) days.

8. Litton advised me that the company was awaiting release of the Presidential Foreclosure Program and that she should not worry.

9. On April 19, 2009 Litton's Representative, Nick Valdecaras advised me to suspend mortgage payments until the modification was completed. He informed me that the modification should be completed within forty-five (45) days.

10. Litton reassured me that I qualified and would receive a lower interest rate which would allow me to resume payments consistent with my revised budget.

11. I was further advised that if the Presidential Foreclosure Program was not released by June 2009, Litton would offer a comparable modification program.

12. In or about the latter part of May 2009 or the early party of June 2009 I received a Loan Workout Plan from Litton permitting me to make three (3) "Trial Period Payments" pending finalization of the loan modification program. **Exhibit A**

13. Litton advised me that the modified mortgage would bear interest at 4.75% with annual percentage increases not to exceed 7%.

14. I was also advised that in light of the pending mortgage modification and trial period payments her property would not be foreclosed upon.

15. On July 27, 2009, I was served with a foreclosure Complaint.

16. I relied upon the representation made by Litton that the interest rate would be reduced to 3% with increases annually not to exceed 7% and that I would not be foreclosed upon.

17. In reliance thereon I was induced to enter into a trial period modification where the interest rate started at 7.5% and to her add egregious agony to injury a foreclosure complaint was filed against the property.

18. On the advise of counsel Litton's statements and reassurances to me constitute misrepresentation, undue influence and fraud in the inducement.

19. At no time ~~was~~ I served with a notice of intention to foreclose.

I hereby certify that the foregoing statements are true. I realize that if said statements are wilfully false that I am subject to punishment.

BY 

VERONICA WILIAMS

DATED: December 16, 2009

CHILDRESS & JACKSON, LLC
280 South Harrison Street, Suite 200
East Orange, New Jersey 07018
(973) 678-5038
Attorneys for Defendant, Veronica Williams
LWC/dn #9293

HSBC Bank USA, National Associates, as
Trustee under the Pooling and Servicing
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Fremont Home Loan Trust 2006-C

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION: ESSEX COUNTY
DOCKET NO.: F-28279-09

vs.

CIVIL ACTION

VERONICA WILLIAMS, her heirs, devisees,
and personal representatives and his/her, their
or any of their successors in right, title and
interest, Mr. Williams, husband of Veronica
Williams, his heirs, devisees, and personal
representatives and his/her, their, or any of
their successors in right, title and interest,
JP Morgan Chase Bank, N.A.

**CERTIFICATION OF COUNSEL
LOUIS W. CHILDRESS, JR.**

I LOUIS W. CHILDRESS, JR., hereby certifies as follows:

1. I am an attorney at law of the State of New Jersey.
2. I represent defendant, Veronica Williams in connection with the above captioned matter and I am fully familiar with the facts of this case.
3. Attached herewith as **Exhibit A** is a true and actuate copy of plaintiff's Loan Workout Plan along with Defendant's application.
4. Attached herewith as **Exhibit B** is a true actuate copy of the cashier's checks referred to in defendant's responding statements of facts.
5. Attached herewith as **Exhibit C** is a true actuate copy of defendant's Answer to Complaint and Affirmative Defense.

CHILDRESS & JACKSON
Attorneys for Defendant, Veronica Williams

BY: 
LOUIS W. CHILDRESS, JR.

DATED: December 16, 2009

EXHIBIT A

LOAN WORKOUT PLAN (Step One of Two-Step Documentation Process)

Loan Workout Plan Effective Date: 7/1/2009
Borrower ("I"): Veronica Williams
Lender ("Lender"): Ligon Loan Servicing, LP
Date of first lien Security Instrument ("Mortgage") and Note ("Note"): 3/31/2006
Loan Number: 40212367
Property Address ("Property"): 541 Scotland Rd. South Orange, NJ

I am in compliance with this Loan Workout Plan (the "Plan") and my representations in Section 1 continue to be true in all material respects, that the Lender will provide me with a Loan Modification Agreement ("Modification Agreement"), as set forth in Section 3, that would amend and supplement (1) the Mortgage on the Property, and (2) the Note secured by the Mortgage. The Mortgage and Note together, as they may previously have been amended, are referred to as the "Loan Documents." Capitalized terms used in this Plan and not defined have the meaning given to them in the Loan Documents.

If I have not already done so, I am providing confirmation of the reasons I cannot afford my mortgage payment and documents to permit verification of all of my income (except that I understand that I am not required to disclose any child support or alimony unless I wish to have such income considered) to determine whether I qualify for the offer described in this Plan (the "Offer"). I understand that after I sign and return two copies of this Plan to the Lender, the Lender will send me a signed copy of this Plan if I qualify for the Offer or will send me written notice that I do not qualify for the Offer. This Plan will not take effect unless and until both I and the Lender sign it and Lender provides me with a copy of this Plan with the Lender's signature.

1. **My Representations.** I certify, represent to Lender and agree:

- A. I am unable to afford my mortgage payments for the reasons indicated in my Hardship Affidavit and as a result: (i) I am either in default or believe I will be in default under the Loan Documents in the near future, and (ii) I do not have access to sufficient liquid assets to make the monthly mortgage payments now or in the near future;
- B. I live in the Property as my principal residence, and the Property has not been condemned;
- C. There has been no change in the ownership of the Property since I signed the Loan Documents;
- D. I am providing or already have provided documentation for all income that I receive (except that I understand that I am not required to disclose any child support or alimony that I receive unless I wish to have such income considered to qualify for the offer);
- E. Under penalty of perjury, all documents and information I have provided to Lender pursuant to this Plan, including the documents and information regarding my eligibility for the program, are true and correct; and
- F. If Lender requires me to obtain credit counseling, I will do so.



¹ Except as noted, the singular or plural form of any word or phrase in this document shall be construed as both the singular and the plural form, as the context requires.

2. The Loan Workout Plan. On or before each of the following due dates, I will pay the Lender the amount set forth below ("Trial Period Payment") which includes payment for Escrow items, including real estate taxes, insurance premiums and other fees, if any, of U.S. \$1,054.83.

Trial Period Payment #	Trial Period Payment	Due Date On or Before #
1	\$3,054.83	7/1/2009
2	\$3,054.83	8/1/2009
3	\$3,054.83	9/1/2009

The Trial Period Payment is an estimate of the payment that will be required under the modified loan terms, which will be finalized in accordance with Section 3 below.

During the period (the "Trial Period") commencing on the date of this Plan and ending on the earlier of (i) the first day of the month following the month in which the last Trial Period Payment is due (the "Modification Effective Date") or (ii) termination of this Plan, I understand and acknowledge that:

- A. TIME IS OF THE ESSENCE under this
- B. Except as set forth in Section 2.C. below, the Lender will suspend any scheduled foreclosure sale, provided I continue to meet the obligations under this Plan, but any pending foreclosure action will not be dismissed and may be immediately resumed from the point at which it was suspended if this Plan terminates, and no new notice of default, notice of intent to accelerate, notice of acceleration, or similar notice will be necessary to continue the foreclosure action, all rights to such notices being hereby waived to the extent permitted by applicable law.
- C. If my property is located in Georgia, Hawaii, Missouri, or Virginia and a foreclosure sale is currently scheduled, the foreclosure sale will not be suspended and the lender may foreclose if I have not made each and every Trial Period Payment that is due before the scheduled foreclosure sale. If a foreclosure sale occurs pursuant to this Section 2.C., this agreement shall be deemed terminated.
- D. The Lender will hold the payments received during the Trial Period in a non-interest bearing account until they total an amount that is enough to pay my oldest delinquent monthly payment on my loan in full. If there is any remaining money after such payment is applied, such remaining funds will be held by the Lender and not posted to my account until they total an amount that is enough to pay the next oldest delinquent monthly payment in full.
- E. When the Lender accepts and posts a payment during the Trial Period it will be without prejudice to, and will not be deemed a waiver of, the acceleration of the loan or foreclosure action and related activities and shall not constitute a cure of my default under the Loan Documents unless such payments are sufficient to completely cure my entire default under the Loan Documents;
- F. If prior to the Modification Effective Date, (i) the Lender does not provide me a fully executed copy of this Plan and the Modification Agreement, (ii) I have not made the Trial Period payments required under Section 2 of this Plan, or (iii) the Lender determines that my representations in Section 1 are no longer true and correct, the Loan Documents will not be modified and this Plan will terminate. In this event, the Lender will have all of the rights and remedies provided by the Loan Documents, and any payment I make under this Plan shall be applied to amounts I owe under the Loan Documents and shall not be refunded to me, and



3. I understand that the Plan is not a modification of the Loan Documents and that the Loan Documents will not be modified unless and until (i) I meet all of the conditions required for modification, (ii) I receive a fully executed copy of a Modification Agreement, and until the Modification Effective Date has passed. I further understand and agree that the Lender will not be obligated or bound to make any modification of the Loan Documents if I fail to meet any one of the requirements under this Plan.

3. **The Modification.** I understand that once Lender is able to determine the final amounts of unpaid interest and any other delinquent amounts (except late charges) to be added to my loan balance and after deducting from my loan balance any remaining money held at the end of the Trial Period under Section 2.D above, the Lender will determine the new payment amount. If I comply with the requirements in Section 2 and my representations in Section 1 continue to be true in all material respects, the Lender will send me a Modification Agreement for my signature which will modify my Loan Documents as necessary to reflect this new payment amount and waive any unpaid late charges accrued to date. Upon execution of a Modification Agreement by the Lender and me, this Plan shall terminate and the Loan Documents, as modified by the Modification Agreement, shall govern the terms between the Lender and me for the remaining term of the loan.

4. **Additional Agreements.** I agree to the following:

- A. That unless a borrower or co-borrower is deceased, all persons who signed the Loan Documents have signed this Plan.
- B. To comply, except to the extent that they are modified by this Plan, with all covenants, agreements, and requirements of Loan Documents, including my agreement to make all payments of taxes, insurance premiums, assessments, Escrow items, impounds, and all other payments, the amount of which may change periodically over the term of my loan.
- C. That this Plan constitutes notice that the Lender's waiver as to payment of Escrow items, if any, has been revoked, and I have been advised of the amount needed to fully fund my Escrow Account.
- D. That all terms and provisions of the Loan Documents remain in full force and effect; nothing in this Plan shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the Loan Documents. The Lender and I will be bound by and will comply with all of the terms and provisions of the Loan Documents.
- E. Notwithstanding anything herein to the contrary, if my final two Trial Period Payments are received by Servicer after the close of business on the 15th calendar day of the last month of the Trial Period but before the end of the Trial Period, I agree that the Trial Period shall be extended by one calendar month (the "Additional Trial Period"). I agree to abide by all terms and provisions of this Loan Workout Plan during the Additional Trial Period. In addition, I agree to make a Trial Period Payment in the amount of \$3,054.83 no more than 30 days after the last due date listed in the chart in Section 2 above.

In Witness Whereof, the Lender and I have executed this Plan.

Lender


Borrower (Seal)

By:

Date

Borrower (Seal)

Date

Date



Hardship Affidavit

Borrower Name: NATHAN AND WENDY
Co-Borrower Name: _____
Property Street Address: 541 SOUTH 10TH ST
Property City, St, Zip: MOBILE, AL 36688
Servicer: WELLS FARGO
Loan Number: 201201

In order to qualify for Home Loan Servicing L.P.'s ("Servicer") offer to enter into an agreement to modify my loan, I/we am/are submitting this form to the Servicer and indicating by my/our checkmark(s) ("X") the one or more events that contribute to my/our difficulty making payments on my/our mortgage loan:

- Borrower/Co-Borrower**
- My income has been reduced or lost. For example: unemployment, underemployment, reduced job hours, reduced pay, a decline in self-employed business earnings. I have provided details below under "Explanation."
 - My household financial circumstances have changed. For example: death in family, serious or chronic illness, permanent or short-term disability, increased family responsibilities (adoption or birth of a child, taking care of elderly relatives or other family members). I have provided details below under "Explanation."
 - My expenses have increased. For example: monthly mortgage payment has increased or will increase, high medical and health-care costs, uninsured losses (such as those due to fires or natural disasters), unexpectedly high utility bills, increased real property taxes. I have provided details below under "Explanation."
 - My cash reserves are insufficient to maintain the payment on my mortgage loan and cover basic living expenses at the same time. Cash reserves include assets such as cash, savings, money market funds, marketable stocks or bonds (excluding retirement accounts). Cash reserves do not include assets that serve as an emergency fund (generally equal to three times my monthly debt payments). I have provided details below under "Explanation."
 - My monthly debt payments are excessive, and I am overextended with my creditors. I may have used credit cards, home equity loans, or other credit to make my monthly mortgage payments. I have provided details below under "Explanation."
 - There are other reasons I/we cannot make our mortgage payments. I have provided details below under "Explanation." Please see attached records

Borrower/Co-Borrower Acknowledgement

1. Under penalty of perjury, I/we certify that all of the information in this affidavit is truthful and the event(s) identified above has/have contributed to my/our need to modify the terms of my/our mortgage loan.
2. I/we understand and acknowledge the Servicer may investigate the accuracy of my/our statements, may require me/us to provide supporting documentation, and that knowingly submitting false information may violate federal law.
3. I/we understand the Servicer will pull a current credit report on all borrowers obligated on the Note.



WELLS FARGO

1. I/we understand that if I/we have intentionally delinquent or no on existing mortgage, signed a deed of trust, consented any interest in connection with this Homeownership Affidavit, or if I/we do not give details of the required debt reduction, the Servicer may cancel the Agreement and may pursue foreclosure on my/our home.
2. I/we certify that my/our property is owner-occupied and I/we have not received a commitment letter.
3. I/we certify that I/we are willing to commit to credit counseling if it is determined that my/our financial hardship is related to excessive debt.
4. I/we certify that I/we are willing to provide all requested documents and to account to all Servicer compliance and regulatory matters. I/we understand that time is of the essence.
5. I/we understand that the Servicer will use this information to evaluate my/our eligibility for a loan modification or other workout, but the Servicer is not obligated to offer me an assistance based solely on the representation in this affidavit.
6. This modification is not a government Home Affordable Modification, and you will not be eligible to receive the benefits of the government program through this modification.

James M. ... 6-6-09
 Borrower Signature Date

Co-Borrower Signature Date

Email Address: *WILLIAMSON@GREATMWORKS.COM* Email Address: _____
 Cell Phone #: *973-715-8580* Cell Phone #: _____
 Home Phone #: *973-715-8580* Home Phone #: _____
 Work Phone #: _____ Work Phone #: _____
 Social Security #: *579-74-4037* Social Security #: _____

Explanation: *See attached document dated Aug. 2, 2009 with attachments dated Feb. 25, 2009 & March 29, 2009.*



February 25, 2009

Litton Modification Department/Loss Mitigation
c/o Mr. Julius Connor
Customer Care Supervisor
Litton Loan Servicing L.P.
4828 Loop Central Drive
Houston, TX 77081

Subject: Modification of Loan No 40212367

Sent via facsimile to 972-653-6340

Dear Sir/Madam:

I was surprised, and pleased, to learn that Litton is now offering loan modifications.

UNFORESEEN CHALLENGES LEAD TO UNPAID BILLS

A series of health, business and family challenges over the past 4 years have resulted in a loss of income, drain of savings and increased debt. These challenges include, but are not limited to:

- 5 surgeries
- extended radiation treatments
- extended physical therapy after auto accident
- lengthy illness and death of my father
- loss of business revenue and income

Much of the debt incurred since 2004 was unanticipated and unavoidable. For example, I was forced to charge several thousand dollars on credit cards one hour before surgery in August 2006.

RECOVERY PLAN

My efforts to recover from my losses and also generate income have been daunting, to be sure. I have worked short-term contracts, a tenuous job, various assignments and even temporary work. These efforts coupled with government subsidies have helped me survive. Many creditors have assisted by restructuring my debt.

After more than 3 years of efforts I have now reached a position whereby I could develop an achievable plan that should help me recover financially. Part of the first phase was completed last month with the modification of my second mortgage. If Litton is willing to meet the terms and conditions provided by the second mortgage company, I can complete the first phase of my plan.

MATCHING EXISTING MODIFICATION FROM OTHER MORTGAGOR

I am delighted that Litton is willing to match the mortgage refinance offer that I received from another mortgagor. A comparable offer from Litton will include:

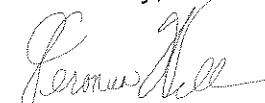
- 30 year, fixed rate of 3%
- 17 payments in non-interest accruing account to be paid off when property is sold
- no points

The revised monthly payment is included in the monthly budget that supports my initial payoff plan. My budget is highlighted below:

RECOVERY PLAN – Prime Mortgage	
SOURCES OF REVENUE/EARNINGS	Average Monthly Amount –dollars–
Job Income	\$ 2,833.33
Rental Income + Loan	2,900.00
ACT Inc. Revenue	0.00
TOTAL INCOME	\$ 5,733.33
COMMITTED EXPENSES	
Mortgage & Rent	2,582.00
Utilities	948.00
Household	280.00
Personal (includes medical)	890.00
Credit Cards & Other Debt	710.00
Other (includes ACT Inc. commitment)	125.00
TOTAL EXPENSES	\$ 5,535.00
Disposable Income (Revenue less Expenses)	\$ 198.33

Would you kindly contact me via email at Vwilliams@OfficeThatWorks.com to confirm your offer and send the mortgage revision to the address above? If you have any immediate questions I can also be reached at 973-715-8580.

Yours truly,



Veronica Williams

Application for Modification of Mortgage

Held by Litton Loan Servicing, L.P.

Loan No. 40212367

For my home at

541 Scotland Road

South Orange, NJ 07079

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	IRS Form 4509-t	15

March 29, 2009

Veronica Ann Williams

P.O. Box 978 ❖ South Orange, New Jersey 07079-0978

March 28, 2009

Ms. Brenda Moreno
Modification Department
Litton Loan Servicing L.P.
4828 Loop Central Drive
Houston, TX 77081

Subject: Modification of Account No. 40212367

Sent via Facsimile to 713-793-4464 - 15 total pages

Dear Sir/Madam:

The purpose of this letter is to provide an update on my efforts to pay off my debt. My credit dropped precipitously over the past few years due to personal illness, the illness and death of my father, customer defaults and slowing revenue from my business. As a result, my savings were exhausted and my income disappeared. A summary of these unforeseen and financially devastating events is attached (Attachment I – What Happened).

UNEXPECTED CHALLENGES LEAD TO UNPAID BILLS

A series of health, business and family challenges over the past 4 years (since Dec. 2004) have resulted in a loss of income, drain of savings and increased debt. These challenges include, but are not limited to:

- 5 surgeries
- extended radiation treatments
- extended physical therapy after auto accident
- lengthy illness and death of my father
- loss of business revenue and income

Much of the debt incurred since 2004 was unanticipated and unavoidable. For example, I was forced to charge several thousand dollars on credit cards one hour before surgery in August 2006. I incurred over \$225,000 due to illness, death and loss of income.

RECOVERY PLAN

My efforts to recover from my losses and also generate income have been daunting, to be sure. I have worked short-term contracts, a tenuous job, various assignments and even temporary work. These efforts coupled with government subsidies have helped me survive. Some creditors have already assisted by restructuring my debt (Attachment II – Summary of Outstanding Credit).

After more than 3 years of searching, last year I landed four positions, however, changes and lost contracts forced my employers to lay me off. I have been searching for employment and contracts since last summer and am hopeful that I will be hired soon. To help me recover financially, I have used my tax return to pay some debts and am preparing a repayment plan for remaining creditors for which I anticipate securing agreement after this mortgage modification has been approved. If my Litton loan is restructured in a similar manner that Chase restructured the second mortgage on my home (see letter dated Feb. 25, 2009), I will be able to repay the mortgage and recover financially. That is, the mortgage interest rate is lowered to 2%, fixed, 30-year and 9 months of payments are put into a non-interest accruing account, payable when the house is sold. My monthly budget under this scenario is outlined in Attachment III – Creditor Repayment Schedule/Budget. Forms 1021 and 4509 are also attached.

I will contact you as soon as possible to determine how to proceed with this mortgage modification.

I thank you in advance for your cooperation.

Yours truly,

Veronica Williams

Attachment I – WHAT HAPPENED

What Happened	Date	Impact
Industry & Economic Downturn	1999	COMDEX defaulted on \$80K payment Revenues slowed & disappeared
Began Government certification & contract process	Aug. 2001	
GSA MOBIS Contract awarded	12/1/2003	Renewal date 11/30/2008
SBA 8(a) certification awarded	2/17/04	Expires 2/17/13
GSA IT Contract awarded	2004 or 2005	Renewal date
Submitted proposals to DC	2005	\$1.3M pending, others Loss Review 3/7/07
Sales Campaign to DHS, DOT & DoD	2005	\$8M in leads, waiting on continuing resolution
NJ set-aside awarded	March 2003	\$750K contract
NJ set-aside began work	May 2003	
YWCA project began	Aug. 2004	\$160K contract
Submitted HUD proposal deal, \$20K cost	Sept. 2004	Contract went to competitor
Elected to IRA	Dec. 2004	
Major Surgery	Dec. 2004	8 week recovery, 8 weeks radiation
Father had major seizure	Jan. 2004	
Radiation treatments ended	May 2005	
Put NJ property on the market	June 2005	Performed renovations sale
YWCA project completed	June 2005	Defaulted on \$40K+ payment
NJ set-aside cancelled	Sept. 2005	\$550K revenue loss
Moved to DC to help father	Sept. 2005	Performed renovations
Put NJ property on the market	Jan. 2006	No sale
Major Surgery	Aug. 2006	8 week recovery
Father passed away	Jan. 2007	
Negotiated YWCA settlement	Feb. 2007	\$43K+ - money never received
Submitted TSA proposal to US Homeland Security	Feb. 2007	Decision due March 15, 2007
Begin Campaign for Investment	March 2007	
Put NJ property on the market	March 2007	No sale
Recruited by Robert Half	July 2007	
Rented NJ house	August 2007	
Laid off by Robert Half (after surgery notice)	Sept. 2007	
Double Surgery	Nov. 2007	
Served by sister to get DC house	Nov. 2007	
Worked temp jobs	Dec. - Jan	
Hospitalized for blood Pressure	Jan. 8 2008	
Surrogate mother passed away	March 2008	
Hired attorney to secure YWCA payment	March 2008	Anticipate income of \$40K +
Hired by Vistrionix/National Archives	April 2008	Income \$110K+, \$150K+ after Oct. 1
In auto accident March 2006 followed by several weeks of therapy. Awaiting settlement.		Anticipate settlement of \$20K +
Laid off after losing Federal contract	Dec. 2008	
Paid attorney deposit to get YWCA \$	February 2009	
Court ordered to vacate family home	March 26, 2009	One time cost at least \$7,000 PLUS monthly increase of \$800
Surrogate mother passed away	March 27, 2009	
Successes		
Traumatic		
Revenue Impact		

Attachment II – SUMMARY OF OUTSTANDING CREDIT

CREDITORS: (Loans, Credit Cards, Delinquent Debt)						
Type	Credit Limit	Balance Owed as of 3/15	Minimum Monthly Payment	Prior Monthly Payment	Paid off, Settled or Payoff	New Monthly Payment
Litton Loan Servicing	260,000	260,500.00	TBD	3,106.95	3,106.95	3,106.95
Chase Home Equity	150,000	150,000.00	TBD	710.00	65.000	650.00
Medical Bills	NA	25,500.00	TBD	50.00	0.00	0.00
NJ Exterminator	NA	500.00	TBD	15.00	0.00	0.00
REMAX	NA	600.00	TBD	15.00	250	0.00
R&R Rokisky	NA	5,500.00	TBD	500.00	3,500	0.00
IRS	NA	5,000.00	TBD	50.00	0.00	0.00
American Express	NA	1,000.00	TBD	15.00	0.00	0.00
American Express	NA	1,300.00	TBD	15.00	1,300	0.00
Bank of America	NA	3,000.00	TBD	15.00	0.00	0.00
Capital One	NA	1,500.00	TBD	15.00	2,175	0.00
Capital One	NA	650.00	TBD	15.00	500	0.00
Capital One	NA	1,000.00	TBD	15.00	2,147	0.00
GM Chase	NA	14,815.00	TBD	15.00	8,888	620.00
Chase	NA	5,000.00	TBD	15.00	2,152	150.00
Citibank	NA	7,500.00	TBD	15.00	4,945	400.00
Wells Fargo	NA	5,500.00	TBD	15.00	0	0.00
		0.00	TBD		0	0.00
Verizon Wireless		470.16	DISPUTED		470.16	TBD
ADT		366.81	DISPUTED		366.81	TBD
Cablevision		167.29	TBD		0.00	0.00
Verizon (6132)		227.63	TBD		0.00	0.00
Verizon (1860)			TBD			TBD
COMCAST		106.23	TBD		0.00	0.00
Wash. Hosp. Center		224.12	TBD		0.00	0.00
LabCorp.		42.00	TBD		0.00	0.00
Rent/Mortgage						1,000.00
TOTAL		\$488,865.00		\$4,596.95	\$29,613.95	\$5,976.95

\$3,107 is 31% of \$10,022

\$ _____ is _____% of \$ _____
 2% of \$299K

Attachment III – CREDITOR REPAYMENT SCHEDULE/BUDGET

SOURCES OF INCOME-REVENUE	Monthly Amount
INCOME	Figures In Dollars
Job Income	6,375.00
Rental Income	2,900.00
ACT Inc. Revenue	0.00
TOTAL INCOME	9,275.00
COMMITTED EXPENSES	0.00
Mortgage & Rent	3,582.00
Utilities	998.00
Household	420.00
Personal (includes medical)	890.00
Credit Cards & Other Debt	2,440.00
Other (includes ACT Inc. commitment)	125.00
TOTAL EXPENSES	8,455.00
Income less Expenses	820.00

Attachment IV – INITIAL REQUEST LETTER

Veronica Ann Williams

P.O. Box 978 • South Orange, New Jersey 07078-0978

February 25, 2009

Litton Modification Department/Loss Mitigation
c/o Mr. Julius Connor
Customer Care Supervisor
Litton Loan Servicing L.P.
4828 Loop Central Drive
Houston, TX 77081

Subject: Modification of Loan No 40212367

Sent via facsimile to 972-653-6340

Dear Sir/Madam:

I was surprised, and pleased, to learn that Litton is now offering loan modifications.

UNFORESEEN CHALLENGES LEAD TO UNPAID BILLS

A series of health, business and family challenges over the past 4 years have resulted in a loss of income, drain of savings and increased debt. These challenges include, but are not limited to:

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Attachment IV – INITIAL REQUEST LETTER

Veronica Ann Williams

P.O. Box 378 ♦ South Orange, New Jersey 07073-0378

MATCHING EXISTING MODIFICATION FROM OTHER MORTGAGOR

I am delighted that Lition is willing to match the mortgage refinance offer that I received from another mortgagor. A comparable offer from Lition will include:

- 30 year, fixed rate of 3%
- 17 payments in non-interest accruing account to be paid off when property is sold
- no points

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RECOVERY PLAN – Prime Mortgage	
SOURCES OF REVENUE/EARNINGS	Average Monthly Amount –dollars-
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Rental Income + Loan	2,900.00
ACT Inc Revenue	0.00
TOTAL INCOME	\$ 5,733.33
COMMITTED EXPENSES	
Mortgage & Rent	2,582.00
Utilities	948.00
Household	280.00
Personal (includes medical)	890.00
Credit Cards & Other Debt	710.00
Other (includes ACT Inc commitment)	125.00
TOTAL EXPENSES	\$ 5,535.00
Disposable Income (Revenue less Expenses)	\$ 198.33

Would you kindly contact me via email at vwilliams@OfficeTeamWorks.com to confirm your offer and send the mortgage revision to the address above? If you have any immediate questions I can also be reached at 973-715-8580

Yours truly,

Veronica Williams
Veronica Williams

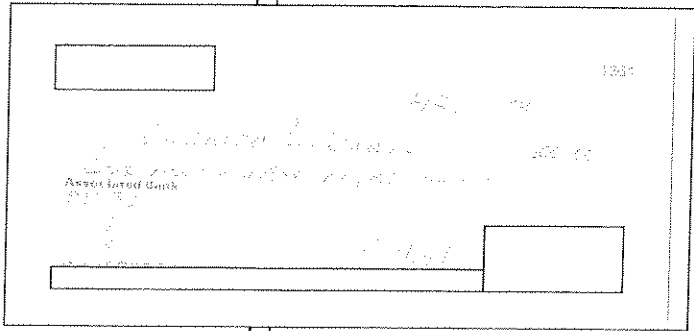
Proof of Income – PAY STUB, RENT CHECK, BANK STATEMENT

Earnings Statement

Vistronix
 1 month record as of 03/27/2009
 03/27/2009 - 03/27/2009
 PAYROLL

VERONICA WILLIAMS
 541 SOUTHLAND ROAD
 SOUTH ORANGE, NJ 07075

Earnings	Rate	Hours	This period	Year to date
Gross Pay			\$634.96	
Deductions				
Statutory				
Federal Income Tax			120.10	
State Income Tax			13.87	
Local Income Tax			6.44	
Other				
Health Insurance			25.11	
Net Pay			\$507.15	
Memos				
03/27/2009			5.00	
03/27/2009			5.00	



PNC Online Banking <https://www.pnc.com/onlinebanking> [Deposit/Account Detail](#)

PNC Online Banking Sign Off

My Accounts Transfer Funds Bill Center Customer Service My Offers

Account Detail [View All Accounts](#) | [Edit Account Nickname](#) | [Help](#)

Free Checking XXXXX4291 Available Balance

Summary Pending Transactions Posted Transactions Online Statements Alerts

Detail by Date Detail by Type Search Transactions

All Deposits Checks and Deductions Export

Date	Description	Withdrawals	Deposits	Balance
03/27/2009	ACH TEL PMT XXXXX2648 Home Finance TEL-PM	\$850.00		
03/12/2009	ACH TEL PMT XXXXX2648 Home Finance TEL-PM	\$200.00		
03/12/2009	ACH TEL PMT XXXXX2648 Home Finance TEL-PM		\$100.00	
03/04/2009	BRANCH DEPOSIT TEL XXXX1127 0253		\$600.00	
03/04/2009	BRANCH DEPOSIT TEL XXXX5914 0268		\$600.00	
03/02/2009	ACH TEL PMT XXXXX2648 Home Finance TEL-PM	\$200.00		
03/02/2009	BRANCH DEPOSIT TEL XXXX5913 0273		\$600.00	
03/02/2009				

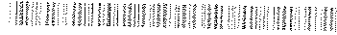
← \$600 deposit from 2 of 4 tenants for rent

Statements & Forms – LITTON STATEMENT

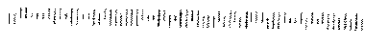


Litton Loan Servicing[®]

SEND PAYMENTS TO:
P.O. Box 4387
Houston, TX 77210-4387
www.littonloan.com



833 17 1 7868-035
78 PONDICA, WIL, JAMs
PO BOX 978
SOUTH ORANGE, NJ 07079-0978



BILLING STATEMENT

STATEMENT DATE 02/10/2009
 LOAN NUMBER 0040212367
 CONTRACTUAL DUE DATE 01/01/2009
 PROPERTY ADDRESS 541 South Ave
 South Orange, NJ 07079
 PRINCIPAL AND INTEREST 3,106.95
 ESCROW AMOUNT 1,056.25
 ADDITIONAL AMOUNT REQUIRED 0.00
 MISCELLANEOUS
 TOTAL MONTHLY PAYMENT 3,106.95
 LATE CHARGE DUE 100.53
 OTHER FEES DUE 0.00

PAYMENT OPTIONS

Pay Online www.littonloan.com
Go to 'Make a Payment'

Pay By Mail P.O. Box 4387
Houston, TX 77210-4387

Pay By Phone 800-995-8501
Press Option 3

Western Union
Code City: Litton
Code State: Texas

LOAN INFORMATION

PRINCIPAL BALANCE 292,272.19
 ESCROW BALANCE -4,842.57
 SUSPENSE BALANCE 0.00
 CURRENT INTEREST RATE 7.3500

* This is not a pay-off balance.
 Refer to back of statement for additional information.

This is an attempt to collect your debt and any information obtained will be used for that purpose.

TRANSACTIONS SINCE LAST STATEMENT

TRANSACTION DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	PRINCIPAL	INTEREST	ESCROW	SUSPENSE / FEE OTHER
02/10/09	FEE WAIVER	100.53-	0.00	0.00	0.00	100.53-

IMPORTANT MESSAGES

Statements & Forms – CHASE STATEMENT



Home Equity Line Of Credit Statement
Statement For 02-17-09 Through 03-19-09

Account Number:		Line Information as of 03-19-09
Last Payment Received 03-12-09	\$511.77	Credit Line
Next Minimum Payment Due	04-13-09	Available for use
New Minimum Payment Amount	\$1,441.10	Plus Year Interest Paid
		\$2,160.50



VERONICA WILLIAMS
PO BOX 878
ROUTE ORANGE, NJ 07079-0878



News You Can Use

You should have received your Mortgage Interest Statement. Your mortgage interest statement (Form 1095) was included in your January statement or mailed to you at the end of January. You can also log onto your account at chase.com and click "See Statements," or call the voice response number on this statement.

MANAGE YOUR ACCOUNT ONLINE. Visit our website at chase.com for updated account information and special offers exclusively for Chase customers.

YOUR ACCOUNT IS PAST DUE. PLEASE MAKE A PAYMENT TODAY.

Previous Statement Balance	\$185,818.69
(-) Payments/Credits	\$0.00
(+) Debits/Advances	\$0.00
(+) Debits/Fees/Finance Charges	\$375.82
(=) Current Statement Balance**	\$186,192.71

To Contact Us:	
By Phone:	(800) 836-5656
Para Español	(800) 800-8626
Hearing Impaired:	(800) 582-0542
Internet	www.chase.com

**The dollar amount reflects the current unpaid amount.

Activity Since Your Last Statement

Post Date	Description	Payments/Credits	Debits/Advances/Fees	Principal Balance After Transaction
02-17-09	Balance Forward			\$147,499.50
02-17-09	Beginning ANNUAL PERCENTAGE RATE Periodic Rate: 0008219		2.00% Daily	
03-19-09	FINANCE CHARGE (Interest Accrued 02-17-09 Thru 03-19-09)		\$375.82	
	Total	\$0.00	\$375.82	\$147,499.50

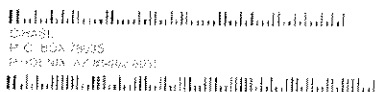
Current Statement Balance	+ Current Fees and Finance Charges	- Previous Unpaid Fees and Finance Charges	+ Principal Balance
\$186,192.71	\$18,543.71	\$150.00	\$147,499.50

More News You Can Use

YOUR ACCOUNT IS PAST DUE. The payment amount due on your line includes a past due amount of \$615.55, plus any previous unpaid fees. If you have not already done so, please pay the past due amount immediately.

Payment Coupon	Home Equity Line Of Credit	VERONICA WILLIAMS
Account Number	02123671211	
Over Due	03-19-09	Check box if address has changed, no line changes or payments due
Payment Due	\$1,441.10	Please make check payable to Chase
Next Payment Due on 04-13-09	\$1,441.10	With your current statement plus extra 1% on the past due payment
Min. Monthly Payment Due	\$144.11	
		Amount Enclosed \$

5000090000002000000045660002648014411000645559



⑆500009022⑆ 45660002648⑆

FORM 12-1965-0406
CASHIER'S CHECK



No. 00074041

15-3/540

CASHIER'S CHECK

DATE JUNE 20 2007

PAY TO THE ORDER OF LITTON LOAN SERVICING LOAN NO. 40212347 \$ 3,054.83

THREE THOUSAND FIFTY FOUR AND 83 / 100 DOLLARS



VERONICA WILLIAMS (JULY PAYMENT)
DEBITOR

PNC Bank, National Association

[Signature]
OFFICIAL SIGNATURE

⑆00074041⑆ ⑆054000030⑆ 5302606107⑆

FORM 12-1965-0406
CASHIER'S CHECK



No. 00074040

15-3/540

CASHIER'S CHECK

DATE JUNE 20 2007

PAY TO THE ORDER OF LITTON LOAN SERVICING LOAN NO. 40212347 \$ 3,054.83

THREE THOUSAND FIFTY FOUR AND 83 / 100 DOLLARS



VERONICA WILLIAMS (AUGUST PAYMENT)
DEBITOR

PNC Bank, National Association

[Signature]
OFFICIAL SIGNATURE

⑆00074040⑆ ⑆054000030⑆ 5302606107⑆

Childress & Jackson, LLC
280 South Harrison Street, Suite 200
East Orange, New Jersey 07018
(973) 678-5038
Attorneys for Defendant, Veronica Williams
LWC/dn #9293

FILED

CONTESTED
Superior Court Clerk's Office

SEP 08 2009

SUPERIOR COURT
CLERK'S OFFICE

HSBC Bank USA, National Associates, as
Trustee under the Pooling and Servicing
Agreement dated as of September 1, 2006,
Fremont Home Loan Trust 2006-C

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION: ESSEX COUNTY
DOCKET NO.: F-28279-09

vs.

CIVIL ACTION

VERONICA WILLIAMS, her heirs, devisees,
and personal representatives and his/her, their
or any of their successors in right, title and
interest, Mr. Williams, husband of Veronica
Williams, his heirs, devisees, and personal
representatives and his/her, their, or any of
their successors in right, title and interest,
JP Morgan Chase Bank, N.A.

ANSWER TO COMPLAINT

Veronica Williams residing at 541 Scotland Road, South Orange, New Jersey (Block
85 Lot 74) by way of Answer to the Complaint says

AS AND FOR THE FIRST COUNT

1. Defendant, Veronica Williams admits the allegations contained in Paragraph 1-a through 1-C is without sufficient information to form a belief as to the allegations contained in Paragraph 1-e and admits the allegations contained in 1-j.
2. Veronica Williams while admitting that she executed a mortgage denies that she conveyed the subject land in fee to FGC Commercial Mortgage or to any other obligee.
3. Defendant, Veronica Williams admits the allegations contained in Paragraph 2 of the Complaint.
4. Defendant is without sufficient knowledge so as to form a belief as to the allegations set forth in Paragraphs 4 and 5 of plaintiffs' Complaint.

5. Defendant admits the allegations set forth in Paragraphs 6 through 6-b of the First Count of plaintiff's Complaint.

7. Defendant is without sufficient knowledge so as to form a belief as to the allegations set forth in Paragraph 7 of plaintiff's Complaint.

8. Defendant denies the allegations set forth in Paragraph 8 of the First Count of plaintiff's Complaint.

9. Defendant admits allegations set forth in Paragraph 9 of the First Count of plaintiffs' Complaint.

10. Defendant is without sufficient knowledge so as to form a belief as to the allegations set forth in Paragraphs 10 and 11 of plaintiff's Complaint.

11. Defendant denies the allegations set forth in Paragraph 12 of the First Count of plaintiff's Complaint.

WHEREFORE, demands judgment against the plaintiff dismissing this foreclosure action in its entirety together with attorney's fees and costs.

AS AND FOR THE SECOND COUNT

1. Defendant repeats and reiterates the answers to the First Count as if fully set forth herein at length.

2. Defendant denies the allegations set forth in Paragraphs 1 and 2 of the First Count of the Second Count plaintiff's Complaint.

3. Defendant is without sufficient knowledge so as to form a belief as to the allegations set forth in Paragraph 3 of the Second Count plaintiff's Complaint.

WHEREFORE, plaintiff dismissing this foreclosure action in its entirety together with attorneys' fees and costs.

AFFIRMATIVE DEFENSES

FIRST SEPARATE DEFENSE

1. In or about March 2006 defendant, Veronica Williams refinanced the subject property with Fremont Home Loan ("Fremont").

2. Shortly thereafter defendant was directed by Fremont to make her mortgage payments to Litton Loan Servicing, L.P. ("Litton") of Houston, Texas.

3. In February 2009 due to serious health problems resulting in significant decline in her income defendant applied to Litton for a modification of her mortgage.

4. In good faith defendant disclosed her personal and financial challenges to Litton and submitted all information requested of her on February 25, 2009.

5. Litton's representative advised defendant that the modification should be completed in forty-five (45) days.

6. Litton advised her that the company was awaiting release of the Presidential Foreclosure Program and that she should not worry.

7. On April 19, 2009 Litton's Representative, Nick Valdecaras that she should suspend mortgage payments until the modification was completed. He informed her that the modification should be completed within forty-five (45) days.

8. Plaintiff speaking through Litton assured defendant that she qualified and would receive a lower interest rate which would allow her to resume payments consistent with her revised budget.

9. Defendant was further advised that if the Presidential Foreclosure Program was not released by June 2009, Litton would offer a comparable modification program.

10. In or about the early part of July 2009 defendant received a Loan Workout Plan from Litton permitting her to make three (3) "Trial Period Payments" pending finalization of the loan modification program.

11. Litton advised plaintiff that the modified mortgage would bear interest at 4.75% with annual percentage increases not to exceed 7%.

12. Defendant was also advised that in light of the pending mortgage modification and trial period payments her property would not be foreclosed upon.

13. On July 27, 2009, defendant was served with a foreclosure Complaint.


14. The defendant, relied upon the representation made by Litton that the interest rate would be reduced to 3% with increases annually not to exceed 7% and that she would not be foreclosed upon.

CERTIFICATION

The undersigned counsel for the defendant hereby certifies that the matter in controversy is not the subject of another court proceeding or pending arbitration nor is any other action or arbitration contemplated.

The undersigned further certifies that the answer to plaintiff's complaint was filed within the time prescribed by R 4:6

CHILDRESS & JACKSON, LLC
Attorney for Defendants, Veronica Williams

BY: 
LOUIS W. CHILDRESS, JR.

DATED: September 2, 2009

CHILDRESS & JACKSON, LLC
ATTORNEYS AT LAW

LOUIS W. CHILDRESS, JR.
ALAN L. JACKSON (1951-2002)

280 SOUTH HARRISON STREET
Suite 200
EAST ORANGE, NJ 07018
Tel: 973 678-5038 Fax: 973 678-7512

Of Counsel:
CONSTANCE S. McALLISTER
Member, PA Bar
W. RAY WILLIAMS
Member, NJ & PA Bar
DONALD O. EGBUCHULAM

December 16, 2009

Honorable Harriet F. Klein
Judge Superior Court of New Jersey
Chancery Division
Wilentz Justice Complex
212 Washington Street, 8th Floor
Newark, New Jersey 07102

**RE: HSBC Bank USA National Association, as Trustee under the
Pooling and Servicing Agreement dated as of September 1, 2006
Fremont Home Loan Trust 2006-C v. Veronica Williams, et al.
Docket No.: F-28279-09
Our File No.: 9293**

Dear Judge Klein:

My firm represents Veronica Williams in connection with the above referenced matter. Defendant opposes plaintiff's motion for summary. We ask the court's indulgence in accepting this letter memorandum of law in lieu of a more formal brief.

Plaintiff asserts that this is a "routine foreclosure of a first mortgage on premises owned by the defendants." We disagree as there are substantive material issues of fact which requires that plaintiff's motion be dismissed as a matter of law.

Legal Argument

Veronica Williams originally purchase the subject property in August 1983. The home is her primary residence. She refinanced the property through Fremont Mortgage in 2006. Due to critical health problems Ms. Williams suffered a significant decline in income which caused her to fall behind in her mortgage. On February 25, 2009 she applied to Litton Loan Servicing, L.P., (plaintiff's nominee and/or Servicing Company) for a modification of her mortgage. In or about late May 2009 or early June 2009 Loan Workout documents were sent to her which provided for Trial Period Payments while the Loan Modification Agreement was being considered. The Trial Period Payments including the payment of real estate taxes insurance premiums and "other fees" were to be made as follows:

Honorable Harriet F. Klein
December 16, 2009

Page ~2~

<u>Trial Period</u> <u>Payment</u>	<u>Trial Period</u> <u>Payment</u>	<u>Due Date</u> <u>on or Before</u>
1	\$3,054.83	7/1/09
2	\$3,054.83	8/1/09
3	\$3,054.83	9/1/09

(William Cert. referencing Exhibit A)

Defendant promptly submitted the trial period payments on June 2009. (William Cert. refinancing Exhibit B)

Between April 2009 and June 2009 Litton represented and reassured defendant that she qualified and would receive a lower interest rate which would allow her to cure the default and resume making monthly payments consistent with her revised budget. She was further advised that the modified mortgage would bear interest at 4.75% with annual increase not to exceed 7%. When the Loan Workout Plan was presented however, the interest rate started at 7.5%. Litton representatives also advised Ms. Williams that they would forebear from instituting foreclosure so long as she complied in making payments during the trial period.

On July 27, 2009 defendant was served with a foreclosure Complaint. Plaintiffs failed to follow procedures as set forth in the Fair Foreclosure Act, N.J.S.A. 2A:50-53, et. seq., and failed to provide proper Notice of Intent to Foreclosure as outlined in N.J.S.A. 2A:50-56 of the Act.

The conduct of plaintiff, its agents, representatives and or employees constitutes an unconscionable commercial practice, deception and misrepresentation in connection with the subject mortgage.

The essential purpose of the Consumer Fraud Act, N.J.S.A. 56:8-1 et seq., is to protect the consumer from sharp practices and dealings in the marketing of merchandise and real estate. In light of the numerous misrepresentations made by the plaintiff, the court should dismiss the foreclosure Complaint in the interest of justice.

Finally and most importantly plaintiff failed to provide Ms. Williams with due notice of the intent to foreclose. N.J.S.A. 2A:50-56 provides as follows:

Honorable Harriet F. Klein
December 16, 2009

Page ~3~

- a. Upon failure to perform an obligation of a residential mortgage debtor and before any residential mortgage lender may accelerate the maturity of any residential mortgage obligation and commence any foreclosure or other legal action to take possession of the residential property which is the subject of the mortgage, the residential mortgage lender shall give the residential mortgage debtor notice of such intention at least thirty (30) days in advance of such action as provided in this section.

- b. Notice of intention to take action as specified in subsection (a) of this section shall be in writing, sent to the debtor by registered or certified mail, return receipt requested at the debtor's last known address, and, if different, to the address of the property which is the subject of the residential mortgage. The notice is deemed to have been effectuated on the date the notice is delivered in person or mailed to the party. (Emphasis Supplied)

To be sure, the Notice of Intention Foreclose produced by plaintiff identifies a post office box. N.J.S.A. 2A:50-56 b., requires the notice to be sent to debtor's last known address and if different, to the address of the property which is the subject of residential mortgage. This was not done. In GE Capital Mortgage Service v. Weisman, 339 N.J. Super. 590, the court held that mailing the statutory notice by first class was improper. Similarly making the notices as done here, to a post office box is incurable and complaint must be dismissed as a matter of law.

For the foregoing reasons we urge this honorable court to dismiss this case as a matter of law and equity.

Respectfully Submitted,

CHILDRESS & JACKSON, LLC


LOUIS W. CHILDRESS, JR.

LWC/dn
Enclosures

cc: Edward W. Kim, III, Esq.

Veronica A. Williams
P.O. Box 978
South Orange, NJ 07079
Email StopFraud@vawilliams.com
Phone 973-715-8580

SUPERIOR COURT OF NEW JERSEY

HSBC Bank USA, National Association as
Trustee for Fremont Home Loan Trust 2006-
C, Mortgage-Backed Certificates, Series
2006-C

Plaintiff

Veronica Williams, et als.

Defendant, Pro Se

IN THE SUPERIOR COURT OF NEW JERSEY
ESSEX COUNTY
CHANCERY DIVISION

Case No. F – 000839-13

**BRIEF TO MEET MOTION DEFICIENCY
IN RESPONSE TO CHC2019204674:**

**EXECUTE INJUNCTON AGAINST SALE OF
541 SCOTLAND ROAD, SOUTH ORANGE, NJ,
and DISMISS FORECLOSURE, and
DISMISS MORTGAGE AGAINST 541
SCOTLAND ROAD, S. ORANGE, NJ**

RELATED CASES:

U.S. Court of Appeals, Third District 19-1032
U.S. District Court of NJ Case 2:16-cv-05301-ES-JAD
NJ Case Docket No. ESSX L – 004753-13
NJ Case Docket No. ESSX L – 000081-11

**BRIEF TO MEET MOTION DEFICIENCY IN RESPONSE TO
TRANSACTION ID CHC2019204698
IN SUPPORT OF MOTION FOR:
INJUNCTION AGAINST THE SALE OF 541 SCOTLAND ROAD, S. ORANGE, NJ AND
DISMISSAL OF FORECLOSURE AND
DISMISSAL OF MORTGAGE**

ENCLOSURES

Veronica Williams Professional Profile

I have taken many oaths throughout my lifetime including Code of Ethics for Arbitrators in 2009 and oath to protect U.S. Government confidential information years before. I take my sworn oaths seriously.

https://www.americanbar.org/content/dam/aba/migrated/dispute/commercial_disputes.authcheckdam.pdf

VW profile [OL](#) [PC-1](#) [PC-2*](#) ♦ [VW Profile](#) [OL 5](#) [PC-pdf](#) C:\myoffice\myprofile\20190501_01\...VWilliams_Financial-Economics-Operations-Expertise.pdf [PC-DOCX](#)

VERONICA A. WILLIAMS

Highlights of Financial & Advisory Expertise



Veronica A. Williams
Kellogg MBA, [a M7 MBA Program](#)
PgMP®, PMP®, ITIL®



ACT, Inc.

NJ/New York City Area Office:
UPON REQUEST
South Orange, NJ 07079-1932
Phone 973-761-7000
Fax 888-492-5864

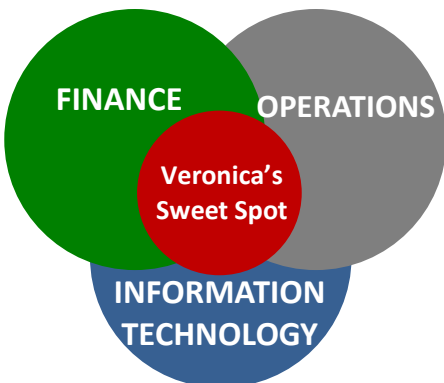
Nation's Capital Area Office:
UPON REQUEST
Washington, DC 20250
Phone 202-291-2000
Fax 888-492-5864

Home Page www.ACT-IT.com

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Services www.The5Ps.com

**Sweet Spot
Convergence
of Expertise**



Veronica A. Williams is a recognized authority on business and technology. She *cut her teeth* early on creating solutions to complex banking and financial problems. Her expertise flourished as she focused on the financial services industry for leading telecommunications and computing companies. Her education and experience in finance, economics and operations spans decades:

- Elevated in 1971 – 77 as employee at U.S. Department of Agriculture's Economics Research Service
- Formalized in 1973 – 77 as student at Brandeis University
- Received MBA (Finance & Econ) Degree in 1979 from Northwestern University's Kellogg Grad School of Mgmt.
- Achieved Expertise at enterprise corporations 1979 – 1995 by delivering financial and operational custom solutions to money center banks, accounting firms and major firms.
- Served on 3 Corporate [Board of Directors](#)
- Expertise Validated:
 - 1995 Industry Analyst and Author
 - 2009 vetted and appointed as [FINRA Arbitrator](#)
 - 2014 [MBA International Competition Judge](#)
 - 2017 named [Marquis Lifetime Achievement](#) awardee elevated to a FINRA Arbitrator Chairperson

Ms. Williams is a graduate of Brandeis University with a B.A. degree in economics; she received an MBA in finance and economics from the J.L. Kellogg Graduate School of Management at Northwestern University. She has studied in the US and Europe. With global awareness, Ms. Williams has consulted, served as an Advisor, and led major initiatives.

For additional information visit www.VeronicaWilliams.com.

Veronica A. Williams
P.O. Box 978
South Orange, NJ 07079
Email StopFraud@vawilliams.com
Phone 973-715-8580

SUPERIOR COURT OF NEW JERSEY

HSBC Bank USA, National Association as
Trustee for Fremont Home Loan Trust 2006-
C, Mortgage-Backed Certificates, Series
2006-C

Plaintiff

Veronica Williams, et als.

Defendant, Pro Se

IN THE SUPERIOR COURT OF NEW JERSEY
ESSEX COUNTY
CHANCERY DIVISION

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INJUNCTION AGAINST THE SALE OF 541 SCOTLAND ROAD, S. ORANGE, NJ AND
DISMISSAL OF FORECLOSURE AND
DISMISSAL OF MORTGAGE**

ENCLOSURES

Judge Orsen's Request – Copies of Check Paid to Litton

NOTE: Subpoenas Need For Remaining Financial Documents

Judge Orsen asked for these: VW [Paid \\$\\$ \(twice\)](#) & retired debt ([proof of delivery](#)) believing mortgage

Filed with NJ Superior Court Nov. 2014 Discovery Exhibits [15](#), [16](#) & [17](#)

Exhibit 15 <http://finfix.org/proof/DD/Litton-All-Mod-checks.pdf>

Exhibit 16 http://finfix.org/proof/DD/Litton_Sept_09_checks.pdf

Exhibit 17 <http://finfix.org/proof/DD/LITTON~2-pmt.PDF>

Exhibit 15

Veronica Ann Williams

Mailing Address: P.O. Box 978 ❖ South Orange, NJ 07079-0978
Residence – NO MAIL: 541 Scotland Road ❖ South Orange, NJ 07079-3009

CHECKS SENT FOR MODIFICATION

The enclosed money order and checks received should be allocated as follows:

CHECK NO.	DATE OF CHECK	AMOUNT OF CHECK	ALLOCATED TO		MONTH PAID	TOTAL MONTHLY PAYMENT
#00074041	6/25/2009	\$3,054.83				
			November Payment	\$2,316.53		
					NOV	\$2,316.53
			December Payment	\$738.30		
#00074040	6/25/2009	\$3,054.83	December Payment	\$1,578.23		
					DEC	\$2,316.53
			January Payment	\$1,476.60		
US Postal Money Order 16630323254	9/11/2009	\$1000.00	January Payment	\$839.93		
					JAN	\$2,316.53
			February Payment	\$160.07		
<p>Excerpt from January 1, 201 letter to Bessie Cahee: February's payment will consist of the fourth check returned by Litton (\$2,100), the \$160.07 credit noted above plus an additional check for the balance of \$56.46.</p>						
#0007043		\$2,100.00			FEB	
# NA		\$56.46			FEB	

MY BANKS REQUIRE PAYMENT OF FEES BEFORE RELEASING DOCUMENTS THAT SHOW PAYMENTS TO LITTON LOAN, FREMONT INVESTMENT AND LOAN, AND FREEDOM MORTGAGE BEFORE 2009. THIS EFFORT HAS EXHAUSTED ALL FUNDS AVAILABLE TO ME SO I CANNOT PAY FOR ADDITIONAL DOCUMENTS AT THIS TIME. I SHALL CONTINUE TO ATTEMPT TO LOCATE ANY AND ALL RECORDS RELATED TO PAYMENTS ON THIS NOTE.



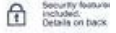
No. 00074041

CASHIER'S CHECK

DATE JUNE 25, 2009

PAY TO THE ORDER OF LITTON LOAN SERVICING LOAN NO. 40212367 \$ 3,054.83

THREE THOUSAND FIFTY FOUR AND 83 / 100***** DOLLARS



VERONICA WILLIAMS (JULY PAYMENT)
REMITTER

PNC Bank, National Association

[Signature]
OFFICIAL SIGNATURE MP

⑈00074041⑈ ⑆054000030⑆ 5302606107⑈



No. 00074040

CASHIER'S CHECK

DATE JUNE 25, 2009

PAY TO THE ORDER OF LITTON LOAN SERVICING LOAN NO. 40212367 \$ 3,054.83

THREE THOUSAND FIFTY FOUR AND 83 / 100***** DOLLARS



VERONICA WILLIAMS (AUGUST PAYMENT)
REMITTER

PNC Bank, National Association

[Signature]
OFFICIAL SIGNATURE MP

⑈00074040⑈ ⑆054000030⑆ 5302606107⑈

1028908
CASHIER'S CHECK



No. 00077043

DATE SEPTEMBER 09, 2009

PAY TO THE ORDER OF LITTON LEAN

\$ 2,100.00

TWO THOUSAND ONE HUNDRED AND 00 / 100***** DOLLARS



VERONICA WILLIAMS #40212367

REMITTER

PNC Bank, National Association

OFFICIAL SIGNATURE

MP

⑈00077043⑈ ⑆054000030⑆ 5302606107⑈

UNITED STATES POSTAL SERVICE		POSTAL MONEY ORDER		
Serial Number	1028908	Year, Month, Day	Post Office	U.S. Dollars and Cents
16630323254		2009-09-11	403241	\$1000.00
Amount		ONE THOUSAND DOLLARS & 00¢ *****		
Pay to	Litton Lean	From	Veronica Williams	Clerk
Address	4828 Loop Central Drive Houston, TX 77051	Address	541 Scotland Road South Orange, NJ 07079	0020
Memo	Loan No. 40212367	SEE REVERSE WARNING • NEGOTIABLE ONLY IN THE U.S. AND POSSESSIONS		
⑈00000800⑈		16630323254⑈		

Exhibit 16

September 24, 2009

1028908

Veronica Williams
Po Box 978
South Orange, NJ 070790978

Re: Loan #: 40212367
Property: 541 Scotland Rd
South Orange, NJ 07079

Dear Mortgagor(s):

Enclosed is your check for \$3,100.00 which is not enough to pay the full amount due on the referenced loan at this time.

Your loan is currently in the process of foreclosure. If you are interested in preserving your homeownership, it is imperative that you contact us immediately to make arrangements to pay the total amount due or to discuss possible foreclosure prevention options that may be available to you.

Should you have questions or if you would like to discuss possible options, please contact our Default Administration Department at (800) 999-8501 or visit our website at www.littonloan.com.

Sincerely,

FORM123565-0406
04000510

1028908
CASHIER'S CHECK

PNC BANK
PNC Bank, National Association
Washington D.C.

No. 00077043

15-3/540

DATE SEPTEMBER 09, 2009

PAY TO THE ORDER OF LITTON LOAN \$ 2,100.00

TWO THOUSAND ONE HUNDRED AND 00 / 100***** DOLLARS

VERONICA WILLIAMS #40212367

REMITTER

PNC Bank, National Association

OFFICIAL SIGNATURE

⑈00077043⑈ ⑆054000030⑆ 5302606107⑈

UNITED STATES POSTAL SERVICE®		POSTAL MONEY ORDER		
Serial Number	<u>1028908</u>	Year, Month, Day	Post Office	U.S. Dollars and Cents
<u>16630323254</u>		<u>2009-09-11</u>	<u>403241</u>	<u>\$1000.00</u>
Amount	<u>ONE THOUSAND DOLLARS & 00¢ *****</u>			
Pay to	Litton Loan			Clerk
Address	<u>4828 Loop Central Drive</u>			<u>0020</u>
	<u>Houston, TX 77081</u>			
Memo	<u>Loan No. 40212367</u>			
	<u>From Veronica Williams</u>			
	<u>Address 541 SCOTLAND ROAD</u>			
	<u>South Orange, NJ 07079</u>			
SEE REVERSE WARNING • NEGOTIABLE ONLY IN THE U.S. AND POSSESSIONS				
⑆00000800⑆		⑆6630323254⑈		

Exhibit 17

Veronica Ann Williams

Mailing Address: P.O. Box 978 ❖ South Orange, NJ 07079-0978
Residence – NO MAIL: 541 Scotland Road ❖ South Orange, NJ 07079-3009

October 21, 2009

Ms. Bessie Cahee
Loss Mitigation Department
Litton Loan Servicing L.P.
4828 Loop Central Drive
Houston, TX 77081-2212

Subject: November, December & January Payments for Mortgage No. 40212367

Dear Ms. Cahee,

My payments for the months of November, December and January 2010 are enclosed. I am using the certified checks that Litton requested from me for our original workout plan, and then returned to me via regular U.S. mail. The two additional checks that Litton returned to me have not yet been received.

The enclosed checks should be allocated in the following manner:

CHECK NO.	DATE OF CHECK	AMOUNT OF CHECK	ALLOCATED TO		MONTH PAID	TOTAL MONTHLY PAYMENT
#00074041	6/25/2009	\$3,054.83				
			November Payment	\$2,316.53		
					NOV	\$2,316.53
			December Payment	\$738.30		
#00074040	6/25/2009	\$3,054.83	December Payment	\$1,578.23		
					DEC	\$2,316.53
			January Payment	\$1,476.60		
TBD	TBD	\$839.93	January Payment	\$839.93		
					JAN	\$2,316.53

The additional amount for January will be sent when the other checks returned by Litton have been received or replaced. If they have not been replaced by January 3, 2010, I will make the payment from other funds. If these checks have not been deposited for any reason, please call me at 973-715-8580 so that I may make arrangements for their safe and expeditious return.

Thank you,



Veronica Williams

enclosures

Veronica A. Williams
P.O. Box 978
South Orange, NJ 07079
Email StopFraud@vawilliams.com
Phone 973-715-8580

SUPERIOR COURT OF NEW JERSEY

HSBC Bank USA, National Association as
Trustee for Fremont Home Loan Trust 2006-
C, Mortgage-Backed Certificates, Series
2006-C

Plaintiff

Veronica Williams, et als.

Defendant, Pro Se

IN THE SUPERIOR COURT OF NEW JERSEY
ESSEX COUNTY
CHANCERY DIVISION

Case No. F – 000839-13

**BRIEF TO MEET MOTION DEFICIENCY
IN RESPONSE TO CHC2019204674:
EXECUTE INJUNCTION AGAINST SALE OF
541 SCOTLAND ROAD, SOUTH ORANGE, NJ,
and DISMISS FORECLOSURE, and
DISMISS MORTGAGE AGAINST 541
SCOTLAND ROAD, S. ORANGE, NJ**

RELATED CASES:

U.S. Court of Appeals, Third District 19-1032

U.S. District Court of NJ Case 2:16-cv-05301-ES-JAD

NJ Case Docket No. ESSX L – 004753-13

NJ Case Docket No. ESSX L – 000081-11

**BRIEF TO MEET MOTION DEFICIENCY IN RESPONSE TO
TRANSACTION ID CHC2019204698
IN SUPPORT OF MOTION FOR:
INJUNCTION AGAINST THE SALE OF 541 SCOTLAND ROAD, S. ORANGE, NJ AND
DISMISSAL OF FORECLOSURE AND
DISMISSAL OF MORTGAGE**

ENCLOSURES

Depositions Affirm Williams' Claims

LITTON-OCWEN EMPLOYEE C:\CriticalFiles\CURRENT_Post2010\Veronica Williams\Legal_Prepaid\Case_LittonLoan\COURT_Federal-Court-Prep\Deposition_Telephone Deposition of Kevin Flannigan 10 27 2017.pdf [CLICK HERE](#) ANOTHER COPY C:\CriticalFiles\CURRENT_Post2010\Veronica Williams\Legal_Prepaid\Case_LittonLoan\Deposition_Telephone Deposition of Kevin Flannigan 10 27 2017.pdf [CLICK HERE](#) 54pp

VERONICA WILLIAMS C:\CriticalFiles\CURRENT_Post2010\Veronica Williams\Legal_Prepaid\Case_LittonLoan\COURT_Federal-Court-Prep\Deposition_Telephone Deposition of Kevin Flannigan 10 27 2017.pdf [CLICK HERE](#) C:\CriticalFiles\CURRENT_Post2010\Veronica Williams\Legal_Prepaid\Case_LittonLoan\ Deposition of Williams-highlighted_10-2-14.pdf [CLICK HERE](#) 54pp

CERTIFIED TRANSCRIPT

Page 1

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SUPERIOR COURT OF NEW JERSEY
LAW DIVISION - ESSEX COUNTY
DOCKET NO: ESX-L-4753-13

- - -

VERONICA WILLIAMS :
Plaintiff :
VS :
LITTON LOAN SERVICING :
HSBC BANK USA, N.A. :
FREEMONT HOME LOAN TRUST :
2006-C MORTGAGE-BACKED :
CERTIFICATES, SERIES :
2006-C; GOLDMAN SACHS :
OCWEN, STERN & EISENBERG :
PC, POWERS KIRN, LLC :
Defendants :

- - -

Monday, October 27, 2014

- - -

Telephone deposition of KEVIN
FLANNIGAN, taken at Duane Morris, 1940 Route 70
East, Cherry Hill, New Jersey 08003, beginning at
1:05 p.m., before Kim Baez, Certified Court
Reporter and Notary Public.

- - -

1 APPEARANCES:

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DENBEAUX & DENBEAUX
BY: JOSHUA DENBEAUX, ESQUIRE (via phone)
366 Kinderkamack Road
Westwood, New Jersey 07675
Phone: (201) 664-8855
jdenbeaux@denbeauxlaw.com
Representing the Plaintiff

DUANE MORRIS, LLP
BY: STUART SEIDEN, ESQUIRE
1940 Route 70 East, Suite 200
Cherry Hill, New Jersey 08003
Phone: (856) 874-4200
siseiden@duanemorris.com
Representing the Defendant

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I N D E X

- - -

Testimony of: Kevin Flannigan

By Mr. Denbeaux.....5

- - -

E X H I B I T S

EXHIBIT NUMBER	DESCRIPTION	PAGE MARKED
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(No exhibits were marked.)

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DEPOSITION SUPPORT INDEX

DIRECTION TO WITNESS NOT TO ANSWER

Page Line
(none)

REQUEST FOR PRODUCTION OF DOCUMENTS

Page Line Description
(none)

QUESTIONS MARKED

Page Line
(none)

1 KEVIN FLANNIGAN, after having been
2 first duly sworn, was examined and testified as
3 follows:

4 - - -
5 EXAMINATION
6 - - -

7 BY MR. DENBEAUX:

8 Q. My name is Joshua Denbeaux, I
9 represent Veronica Williams in two cases, which is
10 the foreclosure matter and then the Law Division
11 case, which is Williams versus Litton Loan
12 Servicing in the Law Division of Essex County.

13 MR. DENBEAUX: I believe it's the
14 Law Division filing, this deposition, is that
15 correct?

16 MR. SEIDEN: Yes.

17 BY MR. DENBEAUX:

18 Q. Okay. Mr. Flannigan, have you been
19 deposed before?

20 A. Yes I have.

21 Q. Okay, so you just generally know
22 the rules --

23 A. Yes, sir.

24 Q. -- correct?

25 A. Yes, sir.

1 Q. All right, I generally don't go
2 through all those list of questions, but just tell
3 me if you don't understand a question because not
4 all my questions are perfect and I don't want you
5 to guess, all right?

6 A. Yes, sir.

7 Q. And you know to stop talking if the
8 attorney for -- or your lawyer or the attorney
9 representing the defendants here objects to any of
10 my questions, right?

11 A. Yes.

12 Q. All right. So who do you work for?

13 A. I work for Ocwen Financial
14 Corporation.

15 Q. Okay. And are you here on behalf
16 of anyone other than Ocwen?

17 A. I'm here representing Litton Loan
18 Servicing, LP.

19 Q. Are you here representing Ocwen as
20 well or just Litton?

21 A. Just Litton.

22 MR. SEIDEN: The deposition notice
23 was for Litton.

24 MR. DENBEAUX: Okay.

25 BY MR. DENBEAUX:

1 Q. If you are employed by Ocwen, what
2 personal information, in a general sense, don't
3 give me specifics yet, generally what personal
4 information can you have regarding Litton's
5 businesses, business practices in this case in
6 particular?

7 A. Well, Litton was acquired by Ocwen
8 back in 2011.

9 Q. Got it. Was that -- to the best of
10 your knowledge, was that a 100 percent sale or was
11 it some other thing like an asset sale without
12 liabilities?

13 A. It was an acquisition by Ocwen of
14 Litton Loan Servicing, LP.

15 Q. As far as you know, that was just a
16 complete acquisition, soup to nuts, the whole
17 nine yards?

18 A. As far as I know, yes.

19 Q. Okay. Have you ever seen the
20 documents related to that transaction?

21 A. Not specifically, no.

22 Q. Okay, and what's the basis of your
23 information saying that Ocwen purchased all of
24 Litton?

25 A. Well it's, first of all, common

1 knowledge. And secondly, I've -- I worked at
2 Litton when the acquisition occurred, it was back
3 in September of 2011.

4 Q. Okay, and have you continued your
5 employment continuously from your time at Litton
6 all the way through today at Ocwen?

7 A. Yes.

8 Q. And what's your job today?

9 A. I'm a senior loan analyst.

10 Q. Okay, what does that mean?

11 A. Well, my job basically entails
12 reviewing loans that are in dispute or that are
13 being contested and to find out what the basis of
14 the dispute is and try to help bring a resolution
15 to that dispute.

16 Q. Okay. Were you -- I presume that
17 you weren't familiar with Ms. Williams' loan or
18 situation until after this litigation started, am
19 I right about that?

20 A. That's right.

21 Q. All right. When you -- have you
22 looked through any of the documents in this case
23 in preparation for this deposition?

24 A. I've reviewed the Litton payment
25 history, the Litton loan comments, and a few of

1 the letters that were mailed out to the borrower
2 from Litton.

3 Q. Okay, and have you reviewed
4 anything else?

5 A. Not that I can recall.

6 Q. Okay. Now when you looked at the
7 Litton loan history, was there a reference to
8 account numbers -- not account numbers, but
9 numbers for different employees associated with
10 comments being entered on the system?

11 A. Not on the loan history, the loan
12 history -- when I refer to the loan history, I'm
13 referring to the payment history which basically
14 just shows dollar amounts being applied on the
15 loan, the principal balances, just payments being
16 applied basically.

17 Q. Got it, I see what you mean. So
18 when you say loan history, you mean the accounting
19 of the loan?

20 A. Correct.

21 Q. Okay. What other documents -- did
22 you review any other internal documents aside from
23 the loan -- well I see the -- I'm looking at page
24 -- one of the pages in discovery, it's identified
25 as Litton payment history, is that what you meant

1 by account history?

2 A. That's correct.

3 Q. Okay. Did you look at any other
4 type of underlying documents to the loan that
5 would have been created by Litton in preparation
6 for the deposition?

7 A. The loan comments.

8 Q. Okay, so that's actually what I was
9 talking about, when you looked at the loan
10 comments, did you see reference numbers or
11 reference tags to the Litton individual entering
12 those comments?

13 A. Well they -- they usually reference
14 a username that's next to those comments.

15 Q. Okay. And when you went through
16 those comments, did you recognize any usernames of
17 people you knew?

18 A. Not that I can recall.

19 Q. Okay. Did you work on the file?

20 A. No.

21 Q. Okay. Does Litton have recordings
22 -- excuse me, does Ocwen have recordings of
23 conversations between its customers calling in and
24 calls -- excuse me, does Ocwen have recordings of
25 conversations between Litton and Litton customers?

1 A. I don't believe so.

2 Q. Did they used to, to the best of
3 your knowledge?

4 A. No, no, to the best of my knowledge
5 I don't -- again, I don't believe so, no.

6 Q. There is no telephone recording
7 system for the incoming calls or outgoing calls on
8 a file?

9 A. Well Litton had a telephone
10 recording system, I believe the name of the system
11 was Engage is the name of it, or was the name of
12 it rather. I believe, to my understanding,
13 certain calls, when they were made, were recorded
14 for a specific amount of time and I believe it was
15 around 60 days and after that the information was
16 purged or cancelled.

17 Q. Got it. So is it fair to say that
18 you -- well, that's a stupid way to start a
19 question, I should have an objection already, so I
20 object to my question, let me start again.

21 MR. SEIDEN: I'm not going to do
22 it to you, Josh.

23 MR. DENBEAUX: That's a good one
24 not to object to because it will be useless if we
25 ever get it at trial.

1 MR. SEIDEN: You could just ask
2 him to speculate if you want to cut to the chase.

3 BY MR. DENBEAUX:

4 Q. To the best of your knowledge, does
5 Litton or Ocwen still have any recordings of
6 conversations between Litton and my client?

7 A. No. Not to -- again, to the best
8 of my knowledge, no.

9 Q. Let me just clarify, does that mean
10 to the best of your knowledge you don't know
11 whether they have them, or to the best of your
12 knowledge you believe that there are no such
13 recordings anymore?

14 A. I believe that there are no such
15 recordings anymore.

16 Q. Okay. Other than the notes in the
17 system that Litton employees or agents or
18 representatives, or whatever word you want to use,
19 took during work on Ms. Williams' file, are there
20 any other documents to her file that would be in
21 the Litton/Ocwen system that haven't been produced
22 in discovery?

23 MR. SEIDEN: We -- you guys never
24 served discovery, Josh.

25 MR. DENBEAUX: Oh. Really?

1 MR. SEIDEN: Maybe in the
2 foreclosure case, which is why you had so many
3 documents and maybe that's why you didn't need it
4 in this case.

5 MR. DENBEAUX: Right, yeah, okay,
6 that's it. So when Mr. Flannigan is speaking,
7 he's not looked at the foreclosure documents then?

8 MR. SEIDEN: It's not this case,
9 no.

10 MR. DENBEAUX: All right. Well
11 let me go over the foreclosure document.

12 MR. SEIDEN: I can give him, and I
13 know that he's aware that there's a Law Division
14 complaint, if you want to get to the crux of your
15 complaint.

16 MR. DENBEAUX: Well he's here on
17 the Law Division side, right?

18 MR. SEIDEN: Yes.

19 MR. DENBEAUX: Okay, well I
20 imagine he's seen the complaint already, I'll get
21 to the complaint in a second.

22 MR. SEIDEN: Okay.

23 MR. DENBEAUX: Yeah, I'm seeing
24 that Litton produced 926 pages in the foreclosure
25 matter. Okay.

1 BY MR. DENBEAUX:

2 Q. So when you looked at the -- the
3 notes taken, you were just looking at a document
4 on the Ocwen system without actually looking at
5 documents in this case?

6 A. Correct, now again, the loan
7 comments that I reviewed are -- were part of
8 Litton's records.

9 Q. Right.

10 A. Yes, that's what I was reviewing,
11 yes.

12 MR. DENBEAUX: We produced both in
13 the Law Division file, correct?

14 MR. SEIDEN: Yes, you guys
15 answered my discovery before Ms. Williams'
16 deposition.

17 MR. DENBEAUX: And then we
18 produced a whole bunch of documents from Litton
19 and Ocwen, right?

20 MR. SEIDEN: He -- Kevin has not
21 reviewed your discovery, Kevin has reviewed his --
22 it could be the same things, but they're the
23 Litton comments, the Litton letters, and the
24 Litton pay history.

25 MR. DENBEAUX: Okay. So he didn't

1 review -- I don't want to talk back and forth, but
2 I suppose it's a shorter way to do this, you're
3 representing your client didn't review our
4 discovery production, just reviewed whatever
5 records he looked at on the Ocwen system?

6 MR. SEIDEN: And Litton. Litton
7 system. Their computerized systems.

8 MR. DENBEAUX: Right, I just
9 assumed since Ocwen took over Litton it's the same
10 systems, there's two different systems going on?

11 THE WITNESS: That's right, Ocwen
12 has a system that's called Real Servicing, it's a
13 database that's set up that Ocwen uses and
14 Litton's Radar database is still in existence,
15 although Litton of course isn't servicing loans
16 anymore, there's still access to Litton's Radar
17 database.

18 MR. DENBEAUX: Got it.

19 BY MR. DENBEAUX:

20 Q. When you reviewed documents for
21 this case, for this deposition, you looked at the
22 internal systems, you didn't look at our discovery
23 production of your client's -- your client's
24 production in a different case?

25 A. Correct.

1 Q. Okay. And I -- give me one second,
2 all right?

3 A. Okay.

4 (Discussion off the record.)

5 BY MR. DENBEAUX:

6 Q. Do you have any documents in front
7 of you now?

8 A. Yes, I have the loan comments, the
9 payment history, and I'm referring to Litton, and
10 a few letters that were printed from the database
11 at Litton.

12 Q. Okay. Did there come a time, to
13 the best of your knowledge, that Ms. Williams
14 entered into a modification agreement with Litton?

15 A. There were several attempts for a
16 loan modification, but there was never one that
17 was actually put in place for this loan, not when
18 the loan was with Litton.

19 Q. So to the best of your knowledge,
20 what were the dates that the loan modifications
21 were attempted?

22 A. Early 2009 through I believe 2010.

23 Q. What period in 2010, if you know?

24 A. Maybe around the middle of 2010 to
25 possibly August, I'm not sure. I'd have to look

1 back at the records to be certain.

2 Q. Well maybe I will ask you to do
3 that if we take a little break here. How many
4 payments did Ms. Williams make according to Litton
5 records with regard to a modification attempt?

6 A. Well, from what I can tell there
7 were several payments made, it looks like there
8 may have been payments made on maybe a couple of
9 modification trial period payments. So again, if
10 you're talking about specifics, I'm not exactly
11 sure, but I do recall that there were payments
12 made for specific trial modifications.

13 Q. How many -- do you have denial
14 letters in your file?

15 A. I believe so, yes.

16 Q. How many denial letters do you have
17 in the Litton system/Ocwen system?

18 MR. DENBEAUX: Can I put you guys
19 on hold for a minute while you look for that?

20 MR. SEIDEN: Sure.

21 (Whereupon the court reporter read
22 back the pending question.)

23 BY MR. DENBEAUX:

24 Q. How many denial letters?

25 A. Around four or five.

1 Q. Do you have dates for those?

2 A. Yes, it was -- I have one from
3 March 5th 2009. One from August 14th 2009.
4 There's one from it looks like January 31st 2010.
5 March 16th 2010. I think actually the one that's
6 dated January 31st is just a -- it's not a denial,
7 it's almost like a pre-denial, they're advising
8 the borrower that their housing to debt income
9 ratio is below 31 percent so it may be denied, and
10 then the letter on 3/16 is confirming that fact,
11 that it's below 31 percent, and so the mod was
12 denied then. And then there's one on August 9th
13 2010 and that's it.

14 Q. Okay. And the payments that were
15 received from my client, do you have records of
16 those from the date -- postdate of default in '08?

17 MR. SEIDEN: We couldn't hear
18 that, can you say that again?

19 MR. DENBEAUX: Sure.

20 BY MR. DENBEAUX:

21 Q. My client defaulted some time in
22 '08, do you have records of payments received from
23 my client after that date of default?

24 A. I do show according to the payment
25 history that there were payments applied after

1 that date.

2 Q. Yes, please.

3 A. Okay. I show that there was
4 \$6,109.66 that posted on October 28, 2009. It
5 looks like \$1,000 posted on January 5th 2010. And
6 \$2,316.53 posted on March 5th 2010.

7 Q. Okay. They're the only payments
8 post default you see?

9 A. Just double checking here.

10 Q. Do you see any payments in June of
11 '09?

12 A. I'm going there, give me one second
13 here. I don't see any payments that posted to the
14 system on that -- on that date.

15 Q. Now when you say you don't see any
16 payments posted to the system, what do you mean by
17 that qualification to the answer?

18 A. Well, because there's a difference
19 between payments being applied to the payment
20 history and payments being received and not
21 applied to the loan because a lot of times what
22 Litton would do is while the loan was in review
23 for a modification, Litton would receive the
24 payments and the payments would not be applied to
25 the loan until the full documentation or whatever

1 requirements were met to complete the
2 modification. Now in cases where the
3 documentation was not received, there would be
4 instances where payments would be returned back to
5 borrowers.

6 Q. Okay, but when you're looking for
7 payments, when I just had you looking in the file
8 for payments, you were looking for payments that
9 posted only?

10 A. Yes, I'm looking at the payment
11 history.

12 Q. And the payment history would only
13 show payments that Litton applied against the
14 loan?

15 A. From what I can tell, yes.

16 Q. Do you have any way to determine
17 what payments were made -- I don't want to use the
18 word payment, what monies my client sent to Litton
19 but were not accepted and posted by Litton?

20 A. Well there were few references in
21 the loan comments that do mention trial payments
22 that were received, but again, those payments
23 weren't necessarily applied to the loan, they very
24 well may have been sent back to the borrower.

25 Q. Do you have any way to determine

1 whether payments -- do you have a way to determine
2 exactly what payments were received but not posted
3 against the loan?

4 A. The only way I'd be able to
5 determine that is if the comments were made in the
6 system or if a letter was sent back to the
7 borrower referencing payments that weren't
8 applied. To the best of my knowledge, I don't
9 recall a letter being sent back referencing those
10 type of payments, but again, there may be, I'm
11 just not aware of it at this time. But again,
12 there may have been some comments made in the
13 comment section about payments that were received
14 and returned.

15 Q. Okay, well let's talk about the
16 comments in a second, but aside from the comments
17 to the loan and aside from records of letters
18 being sent back to the borrower, in this case
19 Ms. Williams, is there any other source of
20 information you could turn to to find out whether
21 Ms. Williams sent money in against the loan that
22 wasn't actually posted against the loan?

23 A. No, not to my knowledge, no. And
24 again, the reason for payments being returned,
25 again as I mentioned before, the mods were denied

1 in some cases not just because of a lack of
2 payment, but because of lack of financial
3 information that was not received from the
4 borrower.

5 Q. Okay. Let me put it this way, I
6 understand Litton sent certain letters back and
7 gave certain reasons for denial, but the accuracy
8 of that denial and the accuracy of the funds
9 received by Litton are two issues in dispute in
10 this case, do you understand that?

11 A. Okay.

12 Q. Now were there any procedures or
13 regulations regarding notes and how the employees
14 and agents of Litton were supposed to keep track
15 of information, relevant information in the notes?

16 A. Not that I'm aware of, none other
17 than the fact that typically what happens is when
18 notes are placed into the system they're placed at
19 or near the time that the conversation is being
20 held, which is basically a part of our normal
21 course of business.

22 Q. Right, okay, that makes some sense,
23 someone calls in, you take notes, you post them to
24 the file, right?

25 A. Correct.

1 Q. Were there any regulations and
2 procedures, written regulations or procedures to
3 the best of your knowledge regarding how the notes
4 are to be taken other than simultaneously with the
5 call, with the communication, or the event? And
6 that's my question, let me rephrase it. Were you
7 aware of any written policies or procedures that
8 Litton gave to its agents, employees, whomever was
9 supposed to be working on the file and taking
10 notes as to what information or how the notes were
11 to be taken down?

12 A. Not to my knowledge.

13 Q. And how many employees did Litton
14 have approximately to the best of your knowledge
15 working in a capacity where that -- the employee's
16 job was to record notes, communications, and
17 events on a file?

18 A. I don't know.

19 Q. Was it -- I agree it was a really
20 stupid question. You don't know -- were there a
21 lot of people working at Litton taking notes on
22 files?

23 MR. SEIDEN: He said he didn't
24 know, Josh.

25 THE WITNESS: I don't know.

1 MR. DENBEAUX: That's a fair
2 objection, okay.

3 BY MR. DENBEAUX:

4 Q. What records does Ocwen maintain of
5 documents that Litton received from Ms. Williams
6 in her modification attempts?

7 A. Well, with the acquisition of
8 Litton and Ocwen basically having access to
9 Litton's database, I would say Ocwen would have
10 access to all of the records that would have been
11 sent regarding modification.

12 Q. Okay. Would Ocwen also have access
13 to copies of checks or money orders or other
14 payments that Ms. Williams made that weren't
15 posted against the account?

16 A. If those copies were made and input
17 into the system, then I would believe Ocwen would
18 have access to those.

19 Q. Okay. I'm sorry, you said if they
20 were inputted into the system Ocwen would have
21 copies, does that mean that some of the payments
22 that borrowers made as part of modification
23 attempts that weren't posted weren't necessarily
24 recorded by Litton?

25 A. I don't know the answer to that,

1 what I do know is that to the best of my knowledge
2 when a payment is sent in, you know, copies of
3 those payments can be scanned in and imaged in
4 Litton's database. Now I don't -- I don't know if
5 payments that are not applied to the loan -- I
6 don't know if those are actually scanned in and
7 placed into the database or if it's simply checks
8 that actually post to the loan, I don't know.

9 Q. Okay. So what accounting systems
10 did Litton use to keep track of monies coming in
11 that weren't to be posted against the loan?

12 A. Well, again, our Cashiering
13 Department would have advised representatives who
14 were handling the loan if in fact money should be
15 applied to the loan. And you know, if the
16 decision was made -- for example, and I mentioned
17 this before, if a loan is in a trial modification
18 period, there would be the likelihood that no
19 payments would be applied to the loan until the
20 modification was actually set up and complete.
21 Now you could have three payments, three trial mod
22 payments sent in, but they wouldn't be applied to
23 the loan until all of the necessary documentation
24 was received in order to complete the
25 modification. And if that information is not

1 submitted or received, then those payments could
2 actually be sent back to the borrower.

3 Q. Okay, I understand what you're
4 saying, the payments could be sent back to the
5 borrower, I don't -- did you say Cashier
6 Department?

7 A. Yes.

8 Q. Is the Cashier Department -- the
9 Cashier Department would receive these payments
10 from the homeowner, and Ms. Williams in
11 particular, right, assuming she made them?

12 A. Yes, to the best of my knowledge I
13 believe that's how it works, yes.

14 Q. Have you ever seen any of the
15 internal records of the Cashier Department?

16 A. You mean on this loan?

17 Q. Well let's start with any loan.

18 A. Yes I have.

19 Q. Okay, did the Cashier Department
20 keep track of payments coming in from borrowers
21 that did not get posted to the account?

22 A. I believe Litton did have a system
23 to where, again, you would have a representative
24 in the Cashiering Department find out or notify
25 the representative that was handling the loan or

1 the department that was handling the loan, they
2 would notify the department if the payments were
3 to be applied on the loan and/or held. And it's
4 my understanding that the representative or
5 someone in that department would advise the
6 Cashiering Department on what to do with the
7 payments.

8 Q. Well what if you had a situation in
9 which somebody, and I'm not clear from your answer
10 as to whose supposed to make the decision, but
11 somebody at Litton says for whatever reason don't
12 enter -- don't accept these payments against the
13 loan, my question is where is the record of those
14 payments being received?

15 A. I don't know the answer to that,
16 like I said, I looked in the loan comments and
17 from what I can tell there were notes about
18 certain payments being received, but I did not see
19 any comments from anyone in Cashiering about
20 specific payments, so I'm not aware of any
21 specific payments that would have went to the
22 Cashiering Department that would have been
23 referenced.

24 Q. Did Ocwen to the best of your
25 knowledge have any record, any -- let me rephrase

1 that. If I were to ask you when you go back to
2 your office to go find the accounting of payments
3 that Ms. Williams made that weren't entered as
4 payments against the loan, do you understand what
5 I mean by that?

6 A. Yes.

7 Q. Okay, let me rephrase the question.
8 If I were to ask you to, when we're done with the
9 deposition to go back to your office and find the
10 accounting system which showed monies paid by
11 Ms. Williams to Litton which Litton didn't enter
12 as payments against the loan, where would you go
13 to find that information, if you could find it?

14 A. The only way I would be able to
15 access that would be to go to the loan comments to
16 see if there were any records made in the loan
17 comment section.

18 Q. There's nothing in the system that
19 you're aware of that would show money coming in,
20 being held, dispensed, wherever and then returned
21 except in loan comments?

22 A. That's the only thing that I'm
23 aware of, yes.

24 Q. So who would make the decision as
25 to whether the money received by the Cashiering

1 Department should be accepted as a payment, would
2 it be the Cashiering Department or your department
3 or somebody else?

4 A. It would be someone within the
5 department that was actually working on the loan
6 with the modification, for example it would have
7 been someone in the Loss Mit Department, the Loss
8 Mit Department was responsible for, you know, the
9 review and set up of a modification, and so if a
10 payment would have been received, to the best of
11 my knowledge, someone in the Loss Mit Department
12 would have been notified of that payment and, you
13 know, they would have advised the Cashiering
14 Department on what to do with that payment.

15 Q. Other than notes showing up in the
16 system, how would the Loss Mit Department know
17 that the Cashiering Department had received checks
18 from Ms. Williams?

19 A. Well the Cashiering Department had
20 a separate database that was set up to actually do
21 that, to advise the people within those
22 departments on what monies had been received.

23 Q. Okay, but the Cashiering Department
24 has a database set up to advise the Loss Mit
25 Department, but where is the accounting system

1 behind that database so the Cashiering Department
2 knows they're giving the proper information to
3 Loss Mit?

4 A. I'm not sure I understand the
5 question, but you know --

6 Q. Let me withdraw the question then.
7 The database that the Cashiering Department had,
8 do you have access to that?

9 A. I do not, no.

10 Q. Have you ever had access to that as
11 a part of your job?

12 A. When I was with Litton I did, yes.

13 Q. Did you ever use it, like actually
14 go into it and use it as part your Loss Mit
15 responsibilities?

16 A. As part of my responsibilities as a
17 senior loan analyst, senior loan processor with
18 Litton, yes.

19 Q. What did you do as a senior loan
20 processor at Litton?

21 A. Pretty much the same thing that I'm
22 doing now at Ocwen.

23 Q. Being hassled by a lawyer on
24 deposition?

25 MR. SEIDEN: Exactly.

1 THE WITNESS: Exactly, yes.

2 MR. SEIDEN: I do not object to
3 that statement.

4 BY MR. DENBEAUX:

5 Q. The database we're talking about,
6 the word database confuses me, when I think of a
7 database I think of something separate than an
8 accounting system showing money coming in, money
9 coming out, a balance, interest charge, et cetera,
10 now that's not a question, I'm just putting it out
11 there that I'm confused by the word database.
12 When you talk about a database, what information
13 is in that database?

14 A. Well first of all, the name of the
15 database I'm referring to was called CAR Form, and
16 the word "CAR" was actually an acronym that I
17 honestly don't recall right now what it stands
18 for, but it had to do with cashing payments being
19 received. That database was set up basically for,
20 again, representatives in the Cashiering
21 Department to advise other departments that
22 payments had been received on the loan.

23 Q. Now is this database, the notes
24 you're talking about on a system?

25 A. No.

1 Q. Okay, you talked earlier about the
2 Loss Mit would know that money had been received
3 because of notes entered on the system, at least I
4 thought that's what you said, is that what you
5 said?

6 A. Can you repeat that, I'm sorry?

7 Q. Sure. Previously I thought you
8 said that Loss Mit would know that money had been
9 received by a borrower because of notes on the
10 system?

11 A. Right, well -- well that's the way,
12 you know, if you go into the loan comments and you
13 can see if it's been notated that payments have
14 been received, it will be in the loan comments,
15 then, you know, that's a way to tell if payments
16 have been received.

17 Q. So the actual way to tell if
18 payments had been received is to look at the loan
19 comments, which loan comments would have been
20 entered regarding payments received would have
21 been entered by the Cashiering Department, is that
22 right?

23 A. Not in the loan comment section.

24 Q. Who would enter the loan comments
25 regarding the receipt of payment?

1 A. Like I said, it would have been
2 someone from the Loss Mit Department.

3 Q. So are we talking again about
4 payments that are actually entered as payments
5 against the loan?

6 A. No, again, we're -- loan comments
7 can be either from payments that posted to the
8 loan or payments that didn't post to the loan.

9 Q. Okay, let's say somebody -- when
10 you were working at Litton, someone like
11 Ms. Williams called up and said, I don't know why
12 you're telling me that a payment has never posted
13 to the loan, I don't even know what that means, I
14 know I wrote a check on "X" date, "Y" date and "Z"
15 date, where is my money, what were the procedures
16 in place for when a borrower said I paid and they
17 don't show up in the loan comment system?

18 A. Well you could go to the database
19 and this database, like I mentioned before, it's
20 called CAR Form, and check to see if payments were
21 applied there.

22 Q. But I'm talking about payments,
23 when you say check to see if payments were applied
24 on the CAR Form database --

25 A. Well if payments were received, let

1 me rephrase that.

2 Q. When you say "payments", do you
3 mean payments posted against the loan or payments
4 made that weren't posted against the loan?

5 A. It could be payments made that
6 weren't posted to the loan.

7 Q. Okay, this database, was it an
8 accounting program?

9 A. It was more of a tracking database
10 to the best of my knowledge.

11 Q. Do you have access to that database
12 anymore today?

13 A. No I do not.

14 Q. Do you know who does?

15 A. No I don't.

16 Q. Does anybody to the best of your
17 knowledge have access to that database anymore?

18 A. No.

19 Q. Does the database still exist?

20 A. To the best of my knowledge, no.

21 Q. Was the information contained in
22 that database maintained in any other form that
23 you are aware of?

24 A. Not to my knowledge.

25 Q. So if Ms. Williams were to -- not

1 with Ms. Williams even, if someone were to say,
2 wait a second, I paid all of those payments, and
3 they don't show up in my system as being posted
4 against my loan and they were never returned, how
5 would you disprove that factual assertion?

6 A. Well you could have the borrower
7 send in proofs of payment and check it against the
8 records that we have at -- at Litton.

9 Q. Does Ocwen use this CAR Form
10 database?

11 A. Not to my knowledge, no.

12 Q. Okay. All right, so it was only a
13 Litton database?

14 A. Yes.

15 Q. Okay. In your time working for
16 Litton, did you ever enter or delete or alter --
17 and by the way, when I say alter or delete, I'm
18 not insinuating that you did anything wrong, I'm
19 just trying to provide adjectives or whatever
20 words to describe using the database, so let me
21 start over again. When you worked at Litton, did
22 you ever access the CAR Form database to use it
23 rather than review information within it?

24 A. I believe so.

25 Q. What access rights did you have

1 over the CAR Form database?

2 A. Again, it was just to advise the
3 Cashiering Department on what was to be done with
4 a payment on the loan.

5 Q. So when you accessed the CAR Form
6 database, you never accessed the database to
7 indicate that money from a borrower had been sent
8 in?

9 A. Yeah, let me see if I can clarify.
10 For example, there may have been a loan in
11 litigation where of course I would have worked in
12 the Litigation Department at Litton, and if I was
13 handling a certain loan that was in litigation and
14 payment had been received, the Cashiering
15 Department would have advised me that a payment
16 had been received from the borrower because there
17 are certain flags that go up on accounts that
18 prevent those payments from being posted to the
19 loan. And so, I would have advised the Cashiering
20 Department on what to do with that payment.

21 Q. But you would not have input, if
22 I'm correct, working in the Loss Mitigation
23 Section, you would not have entered data in the
24 CAR Form database indicating that a payment had
25 been -- money had been received by a borrower?

1 A. No.

2 Q. No meaning yes, you would not have
3 done that, or no you did do that?

4 A. No, I would not have indicated that
5 money had been received.

6 Q. That was done only by the
7 Cashiering Department?

8 A. Yes, to the best of my knowledge,
9 yes, only the Cashiering Department entered that
10 information.

11 Q. Did you ever work in the Cashiering
12 Department?

13 A. No, sir.

14 Q. Are you aware of any written
15 regulations or procedures that govern the
16 Cashiering Department in how they would record
17 monies received by the borrower?

18 MR. SEIDEN: I'm going to object,
19 he said he never worked in that department.

20 MR. DENBEAUX: Well all I'm asking
21 is if he's aware of procedures and policies.

22 MR. SEIDEN: From a
23 department that he --

24 MR. DENBEAUX: That doesn't mean
25 he's speaking for the Cashiering Department.

1 MR. SEIDEN: Well for a department
2 that he never worked at.

3 MR. DENBEAUX: Well he works for
4 the same company, I mean I know policies and
5 procedures in different places I've worked even
6 though I've never worked in --

7 MR. SEIDEN: All right, I'll
8 object, I'll let him answer and then --

9 MR. DENBEAUX: I'll move on, my
10 question on that particular issue -- I'm not going
11 to beat a dead horse.

12 MR. SEIDEN: I'm just saying if
13 you want him to answer it and say, then he can.

14 MR. DENBEAUX: Yeah I do.

15 MR. SEIDEN: Okay.

16 THE WITNESS: I'm sure there
17 probably were policies and procedures in place,
18 but again, I'm not familiar with those.

19 BY MR. DENBEAUX:

20 Q. What was the procedure or policy,
21 if you know, as to how it was determined that
22 money received by a borrower should be posted
23 against the loan itself?

24 MR. SEIDEN: Same objection, Josh.

25 MR. DENBEAUX: Well I don't --

1 hold on a second, let me ask a different question
2 then.

3 BY MR. DENBEAUX:

4 Q. To the best of your knowledge, who
5 made the decision, which department made the
6 decision as to whether money received should be
7 treated as a payment against the account?

8 A. The department that would have been
9 assigned to the loan, for example, if the loan was
10 in a foreclosure status, it would have been the
11 representative within the Foreclosure Department
12 to make that decision. If the loan was assigned
13 to Litigation, it would have been a representative
14 in the Litigation Department and so forth, same
15 with Loss Mitigation, if the loan was assigned to
16 Loss Mit, it would have been a representative
17 within the Loss Mit Department or possibly the
18 Foreclosure Department or Collections, I'm not
19 sure.

20 Q. Okay. But all of those departments
21 would be relying upon information entered in the
22 CAR Form database by the Cashiering Department,
23 right?

24 A. Yes, to the best of my knowledge
25 that's how it works, yes.

1 Q. Was there an escalation procedure
2 or process that you could follow as working in the
3 Loss Mit Department if the borrower complained
4 that checks or payments were made that weren't
5 being reflected in the system that you had control
6 over?

7 A. I'm not sure I understand the
8 question.

9 Q. Do you know what an escalation is?

10 A. Yes.

11 Q. Okay, was there an escalation
12 procedure, and maybe I'm not using the right word,
13 but was there a method by which you as an employee
14 or a representative of the Loss Mit Department
15 could escalate for further investigation a claim
16 by a borrower that monies that had been sent in
17 weren't being reflected anywhere on the account?

18 A. If there was a complaint submitted
19 by the borrower in regards to funds not being
20 applied, then the loan would have been researched,
21 the letter would have been submitted to our
22 Research Department and there would be a
23 determination made on exactly what would have
24 happened to those payments. Litton had what was
25 called a Customer Assistance Response Team that

1 responded to complaint letters as well -- as well
2 as an Executive Resolution Team that responded to
3 complaints.

4 Q. Okay, and how were those complaints
5 initiated, by written objections by the homeowner?

6 A. That was typically the case, yes.

7 Q. What if a homeowner -- what if
8 Ms. Williams didn't write a written objection but
9 just said to somebody on the phone, a Loss Mit
10 representative for example, hey, wait a second, I
11 made three payments, what's going on, would that
12 have started the escalation process?

13 A. I don't know. You know, typically
14 when that's the case there would be comments made
15 in the loan comment section about the borrower
16 having dispute about payments. As a matter of
17 fact, I did see in these particular loan comments
18 that the borrower was advised of payments being
19 received in regards to the modification review.

20 Q. Okay. And that note entered there
21 would have been information that the Loss Mit
22 Department took off the CAR Form database?

23 A. I don't know, I don't know where
24 that information would have come from, if it would
25 have come from CAR Forms or not, I'm not sure.

1 Q. Where else would it have come from
2 -- okay, assuming that this is money that wasn't
3 posted to the account, where else would this
4 information have come from other than from the CAR
5 Form database?

6 A. That -- that's a good question, I
7 don't know the answer to that, it possibly could
8 have come from CAR Forms.

9 Q. Okay.

10 MR. DENBEAUX: Can I call you back
11 in five?

12 MR. SEIDEN: Okay.

13 MR. DENBEAUX: It's 2:07, I'll
14 call back by around 2:12.

15 MR. SEIDEN: Okay.

16 MR. DENBEAUX: Thanks.

17 (A brief recess was taken.)

18 MR. DENBEAUX: Can I get copies of
19 the documents that the client brought with him to
20 the deposition marked and submitted and sent up to
21 me? And the other question is, do you have any
22 questions of him before we release him?

23 MR. SEIDEN: I will send you the
24 documents that he brought, the ones that he's
25 looking at are mine, the comments logs have

1 attorney client privilege stuff in them that I
2 will have to go through and redact.

3 MR. DENBEAUX: Okay.

4 MR. SEIDEN: The other stuff is
5 just the letters and it's not everything that's in
6 Litton's records, but it's what he thought you
7 would be questioning him about based on the
8 notice, so I will be responsible for getting you
9 that. It's a Litton comments -- I think you have
10 this stuff, but I'll get it to you anyway, the
11 Litton comments, some payment history stuff and
12 some letters.

13 MR. DENBEAUX: Okay. Great. And
14 do you have any questions of him before I release
15 him?

16 MR. SEIDEN: No.

17 MR. DENBEAUX: All right, then
18 let's consider the dep done.

19 - - -

20 (Witness excused.)

21 - - -

22 (Deposition concluded at 2:24

23 p.m.)

24 - - -

25

C E R T I F I C A T E

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I am a Notary Public and Certified Shorthand Reporter of the State of New Jersey and I do hereby certify that prior to the commencement of the above examination, the witness was duly sworn by me to testify to the truth, the whole truth and nothing by the truth.

I DO FURTHER CERTIFY that the foregoing is a verbatim transcript of the testimony as taken stenographically by and before me at the time, place and on the date hereinbefore set forth, to the best of my ability.

I DO FURTHER CERTIFY that I am neither a relative nor employee nor attorney nor counsel of any of the parties to this action, and that I am neither a relative nor employee of such attorney or counsel, and that I am not financially interested in the action.

Witness my hand and official seal this 31st day of October, 2014.

Kim Baez, RPR, CCR

Kim Baez, CCR
30XI00221400

New Jersey Rules Governing Civil Practice

Part IV, Rule 4:14

Depositions Upon Oral Examination

4:14-5. Submission to Witness; Changes; Signing

If the officer at the taking of the deposition is a certified shorthand reporter, the witness shall not sign the deposition. If the officer is not a certified shorthand reporter, then unless reading and signing of the deposition are waived by stipulation of the parties, the officer shall request the deponent to appear at a stated time for the purpose of reading and signing it. At that time or at such later time as the officer and witness agree upon, the deposition shall be submitted to the witness for examination and shall be read to or by the witness, and any changes in form or substance which the witness desires to make shall be entered upon the deposition by the officer with a statement of the reasons given by the witness for making them. The deposition shall then be signed by the witness. If the witness fails to appear at the time stated or if the deposition is not signed by the witness, the officer shall sign it and state on the record the fact of the witness' failure or

refusal to sign, together with the reason, if any, given therefor; and the deposition may then be used as fully as though signed, unless on a motion to suppress under R. 4:16-4(d) the court holds that the reasons given for the refusal to sign require rejection of the deposition in whole or in part.

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**DEPOSITION OF
VERONICA WILLIAMS**

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SUPERIOR COURT OF NEW JERSEY
LAW DIVISION : ESSEX COUNTY
DOCKET NO. ESX-L-1753-13

-----x
VERONICA WILLIAMS,

Plaintiff,

DEPOSITION OF:

- vs -

VERONICA WILLIAMS

LITTON LOAN SERVICING, HSBC BANK
USA, N.A., FREEMONT HOME LOAN
TRUST 2006-C MORTGAGE-BACKED
CERTIFICATES, SERIES 2006-C;
GOLDMAN SACHS; OCWEN, STERN &
EISENBERG, PC, POWERS KIRN,
LLC,

Defendants.

-----x

Transcript of Depositions before
TERRI CASALEGGIO, a Certified Court Reporter of
the State of New Jersey, at the offices of
DENBEAUX & DENBEAUX, ESQS., 366 Kinderkamack Road,
Westwood, N.J., on October 2, 2014, commencing
at 11:11 A.M.

Veritext Legal Solutions
Mid-Atlantic Region
1801 Market Street - Suite 1800
Philadelphia, PA 19103

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I N D E X

WITNESS	DIRECT	CROSS	REDIRECT	RECROSS
VERONICA ANN WILLIAMS				
By Mr. Seiden	4			
By Mr. Sanchez				

E X H I B I T S

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1 V E R O N I C A A N N W I L L I A M S ,

2 541 Scotland Road

3 South Orange, N.J., 07079,

4 Sworn by the Court Reporter.

5 DIRECT EXAMINATION BY MR. SEIDEN:

6 Q. Miss Williams, as I have introduced
7 myself, I am Stu Seiden. For this case I am counsel
8 for Litton Loan Servicing, HSBC Bank USA, N.A.,
9 Fremont Home Loan Trust 2006-C Mortgage-backed
10 Certificates, Series 2006-C; Goldman Sachs, Ocwen
11 Loan Servicing, LLC.

12 A. Okay.

13 Q. Essentially, the only other two
14 parties in the caption are Stern & Eisenberg and
15 Powers & Kirn. They are law firms that handled
16 previous foreclosure actions.

17 Stern & Eisenberg has been
18 dismissed -- no, Stern & Eisenberg filed a motion to
19 dismiss and, one, Powers & Kirn, has been dismissed
20 voluntarily.

21 A. I hope you don't mind me eating.

22 Q. No. We will be here awhile, so
23 it's okay.

24 I represent the only defendants
25 that are left. So, today I am going to say

1 "defendants" and I will mean all of them, or if I
2 have a specific question as to one of them, I will
3 identify the singular one.

4 MR. SANCHEZ: Can we put something
5 on the record before?

6 Miss Williams has a medical
7 condition that may require her to take
8 longer breaks than normal, so longer than
9 five to ten minutes, which is what I
10 usually take.

11 So I will put that on the record,
12 that in case she needs to take a longer
13 break, there may be a possibility that
14 that happens.

15 MR. SEIDEN: Okay.

16 BY MR. SEIDEN:

17 Q. Have you ever had a deposition
18 before?

19 A. I don't remember.

20 Possibly many years ago, but I
21 don't remember enough to be able to say definitively
22 yes.

23 Q. So I'll explain to you how a
24 deposition works.

25 A. Okay.

1 Q. I'll ask you questions.

2 A. Yes.

3 Q. The court reporter will transcribe,
4 type down my questions and your answers to them.

5 A. Okay.

6 Q. So your answers have to be verbal.
7 You can't shake your head or nod, you know.

8 A. Yes, right.

9 Q. So everything has to be verbal.
10 You understand that?

11 A. Yes.

12 Q. Your answers are under oath,
13 subject to penalties of perjury, the same as if you
14 were testifying in a courtroom with a judge.

15 Do you understand that?

16 A. Yes.

17 Q. When the deposition is completed,
18 she will prepare and your attorney will get a
19 transcript of the questions and answers and the
20 exhibits, and we can use those -- we will be using
21 those later in the case in pleadings or trial.

22 Do you understand that?

23 A. Yes.

24 Q. If at any time you don't understand
25 one of my questions, either the entire thing or a

1 part of it, just let me know and I will do a better
2 job of explaining it.

3 A. Okay.

4 Q. The point of today is to give
5 answers to questions you understand and based on
6 what you remember because if you don't understand
7 the question and you give an answer and they don't
8 match up, it's not helpful.

9 A. All right.

10 Q. So if I ask you a question and you
11 answer it, I take it to mean you understood it and
12 have answered it.

13 A. Okay.

14 Q. If you don't hear one of my
15 questions, ask me to repeat it, or if it's
16 confusing, just ask me to repeat it and I will do my
17 best to make it less confusing.

18 There may be times you know what I
19 am going to ask, but don't cut me off; A, because
20 the court reporter will have to work harder, and,
21 likewise, I will do my best not to talk when you
22 talk. And you give me the old, hey, stop talking
23 thing and I'll stop.

24 It's important we let each other
25 finish because if you will read the transcript

1 later, there are dashes and all sorts of
2 jibber-jabber lines. And we want to avoid that.

3 Your testimony today is based on
4 your personal knowledge. If you don't know the
5 answer to one of my questions, just say that you
6 don't know.

7 I don't want you to conjecture or
8 guess. If you answer a question, I will believe
9 that it's based on your own personal knowledge.

10 Do you understand that?

11 A. Yes.

12 (Discussion off the record.)

13 Q. Denbeaux & Denbeaux is representing
14 you in this matter?

15 A. Correct.

16 Q. And this is Sal Sanchez sitting
17 next to you?

18 A. Yes.

19 Q. From time to time Sal may object to
20 one of my questions. Give him an opportunity to
21 speak to the court reporter and put his objection on
22 the record.

23 Once the objection has been made,
24 unless Sal says, "I don't want you to answer that,"
25 you can still answer that. He will be objecting to

1 the form, which is legalese.

2 So if Sal objects, you let him
3 finish his objection and answer. If he says, don't
4 answer that, then he and I will have a conversation.

5 A. Okay.

6 Q. If you need to take a break, we
7 will take a break.

8 A. Okay.

9 Q. Why don't you tell me about the
10 physical -- my question on my list of every
11 deposition is is there any mental or physical reason
12 why you would not be able to give full and accurate
13 answers to my question.

14 A. No, nothing stops me stops me from
15 giving a full and accurate and truthful answer.

16 Q. Okay. Are you employed today?

17 A. No.

18 Q. Do you have a source of income?

19 A. Disability.

20 Q. Is that your only source of income?

21 A. Yes, to me.

22 Q. What does that mean? What does
23 that mean, "To me"?

24 A. Yes, it means disability is the
25 only income I receive today.

1 Q. Do you have any rental income?

2 A. No.

3 Q. Okay.

4 A. I own a business, but I don't have
5 any -- I don't receive income from the business,
6 thanks to your clients.

7 Q. What grade did you complete?

8 A. I have a Masters in -- I have an
9 MBA.

10 Q. Where did you get your MBA?

11 A. Kellogg School of Management,
12 Northwestern University.

13 Q. And where did you go to college?

14 A. Brandies University.

15 Q. And where did you graduate from
16 high school?

17 A. Ursuline Academy.

18 Q. Where's Ursuline Academy?

19 A. Bethesda, Maryland.

20 Q. Bethesda, Maryland? You have been
21 all over the place.

22 A. Yes.

23 I may as well throw it out. I have
24 also studied in France -- in France, at the -- I
25 have also studied business at a major French

1 business school.

2 MR. SEIDEN: Off the record.

3 (Discussion off the record.)

4 Q. So where do you live now,
5 Miss Williams?

6 A. 541 Scotland Road in South Orange,
7 New Jersey, for more than 31 years.

8 Q. And is that the only property you
9 own?

10 A. Outright, yes.

11 Q. What does out right mean?

12 A. That I am the sole owner of it.

13 Q. What properties do you have that
14 you are not the sole owner of?

15 A. A property in Virginia. That is a
16 family property.

17 Q. What is that property?

18 A. It's a house and land.

19 Q. Is it like a vacation home? Is it
20 something your entire family uses?

21 A. No, it's -- it's not. It's a
22 second home that's been in our family for -- from
23 our parents for a few generations.

24 Q. Do you have siblings?

25 A. I have one sister.

1 Q. Do you co-own it with her?

2 A. Yes.

3 Q. Were you left it by your parents?

4 Is that how it worked?

5 A. Yes.

6 Q. Are there mortgages on that
7 property?

8 A. No.

9 Q. Who pays the taxes for that
10 property?

11 A. My sister handles all the money.

12 Q. I am sure their taxes are nothing
13 like New Jersey taxes, right?

14 A. No, no, not at all.

15 Q. So I'm going to switch to why we
16 are here today.

17 Can you tell me why -- in your own
18 words, why we are here today?

19 A. Because I'm suing your clients.
20 That's succinct and to the point.

21 Q. You have answered that.

22 (Document is marked Exhibit P-1 for
23 identification.)

24 Q. I am going to show you what's been
25 marked as P-1.

1 Do you recognize that document?

2 A. It looks familiar.

3 This is the one that was -- oh,
4 that's right, I have to -- I don't -- I don't -- I'd
5 have to go back to be totally accurate and compare
6 it to what I have.

7 But it looks like what was
8 originally the short part of -- the short part --
9 the first filing was almost a thousand pages.

10 Q. When you say "first filing", are
11 you talking about the complaints you filed?

12 A. No, no.

13 What I remember this to be part of
14 was a document that was many more pages than this.

15 This looks like the first few pages
16 of some -- of the document that had been given.

17 But, again, I'd have to go back and
18 review it, most of the words, to make sure it's what
19 I think it is.

20 But, at first glance, it looks
21 like -- I don't remember the docket number, for
22 example. So I don't know if -- I am just trying to
23 be honest.

24 Looks like what I remembered it to
25 be, but it's not complete and I don't know if all

1 the information on it is accurate.

2 Q. If I told you it was the complaint
3 that Denbeaux & Denbeaux filed on behalf of you
4 against all the companies that I listed and the two
5 law firms, would that sound about right?

6 A. Yes.

7 MR. SEIDEN: Before we go into
8 that, just a little bit of a formality
9 here.

10 Can you mark --Sal, what I have
11 here is the collateral file. And I made
12 photo copies from it.

13 Can you mark this as P-2.

14 (Document is marked Exhibit P-2 for
15 identification.)

16 MR. SEIDEN: This is for you so you
17 can compare to make sure I am giving
18 you --

19 (Discussion off the record.)

20 MR. SEIDEN: On the record for a
21 second.

22 I asked Sal to confirm that the
23 original note was the same as the
24 photocopy that my firm did. And the only
25 difference is that my firm did not do

1 double-sided photocopies.

2 And in the back was -- of page four
3 is an endorsement, "Pay to the order of
4 blank without recourse," signed by Michael
5 Koch of Fremont Investment & Loan. And he
6 is vice-president.

7 THE WITNESS: Michael Koch? Do you
8 have a copy of that?

9 MR. SEIDEN: You are going to look
10 at this for a second.

11 THE WITNESS: But -- am I able to
12 ask a question?

13 MR. SANCHEZ: Let me put this on
14 the record.

15 I don't have a copy of the
16 endorsement. I can make copies. It's up
17 to you.

18 MR. SEIDEN: For the purposes of
19 our litigation, it's not --

20 MR. SANCHEZ: Right, I understand.

21 I will make a copy later just so my
22 copy can have a copy of that. I don't
23 have an objection with procedure.

24 MR. SEIDEN: I understand this was
25 filed in the foreclosure so you may have a

1 copy. I just want to ask --

2 THE WITNESS: Can I make a note to
3 myself?

4 MR. SEIDEN: Absolutely.

5 THE WITNESS: Could I see the name
6 on the book back?

7 MR. SEIDEN: It's Michael K-O-C-H?

8 THE WITNESS: Can I see -- okay.
9 Okay. Thank you.

10 MR. SEIDEN: Sure.

11 Q. I have just one question, if that's
12 your signatures. That's all.

13 A. That looks like my signatures, yes.

14 Q. Okay.

15 (Discussion off the record.)

16 (Document is marked Exhibit P-3 for
17 identification.)

18 Q. So same question on P-3, the
19 mortgage, is that your signature?

20 A. Yes.

21 Q. Is there any dispute that you
22 signed the note and mortgage?

23 A. No.

24 Q. Is there any dispute that you got
25 the money?

1 A. I don't remember getting all of it.
2 But I'm not -- I haven't finished gathering
3 information yet.

4 Q. Okay. Let's take them one at a
5 time.

6 What is your complaint against
7 Ocwen Loan Servicing?

8 A. It's should be -- they've -- they
9 were just as bad as Litton.

10 They didn't respond to my
11 questions. They wouldn't give me the transcripts of
12 the full note which I have been trying to get since
13 I found out that FEMA went out of business. And
14 they were just totally unresponsive.

15 Q. And what is your complaint against
16 Goldman Sachs?

17 A. Goldman Sachs owned Litton and
18 Litton told me, we are owned by Goldman Sachs, so
19 you don't have to worry about doing things that we
20 have been accused of in the past.

21 Q. And so what did Goldman Sachs do
22 that you are not happy with?

23 A. Well, one thing, they owned it and
24 they didn't -- they didn't -- they have to take
25 responsibility for the company that they own.

1 Also, when I served them for the
2 first time, they got it thrown out on a
3 technicality. I don't think the court is too happy
4 with that.

5 And they refused to even listen to
6 this complaint, even after I put it -- filed legal
7 action against them.

8 Q. Where did you file legal action
9 against Goldman?

10 A. Essex County.

11 Q. Before this complaint?

12 A. Yes.

13 Q. And they got out of the case?

14 A. Yeah, they had it thrown out.

15 I had people from the court that
16 will be amongst my list, too.

17 Q. Amongst your list?

18 A. People -- well, if you start asking
19 me who I am going to bring to as witnesses -- that
20 was one of the things you had in there.

21 But, yes, I filed against them,
22 Litton's -- Goldman Sach's attorney. I filed and
23 served Goldman. And Goldman's attorney had it
24 thrown out.

25 Well, Goldman's attorney did

1 something that caused the court to come back to me
2 and say, we made an error.

3 They are using the error against
4 us. Do this and just re-file and we will take -- we
5 will get this back in.

6 Q. And what happened after that?

7 A. I got sick. Sicker.

8 Q. What was wrong?

9 A. I had began having hypertension
10 problems. This has been stressful.

11 Q. Okay.

12 A. And that's when they escalated.

13 Q. So there was no second complaint
14 filed until this one?

15 A. Yes, this is it.

16 Q. This -- this one?

17 A. Yes. Wasn't able to before.

18 Q. Okay.

19 A. Because -- I wasn't able to before.

20 Q. As for HSBC Bank USA, N.A., there's
21 all -- there's all commas here.

22 So HSBC and Fremont Home Loan Trust
23 2006-C Mortgage Backed Certificates, Series
24 2006-C -- I can't tell from the caption of the
25 complaint whether -- I can tell by the body of it.

1 But your attorneys broke that into
2 two different people or two different entities, one
3 of them being HSBC Bank USA, N.A. So you sued HSBC
4 Bank N.A. -- HSBC Bank USA, N.A. by itself.

5 What is your complaint against HSBC
6 Bank?

7 A. When I realized how egregious the
8 problems were with Fremont that had gone out of
9 business and left problems and Litton, I went to
10 HSBC.

11 They are your underwriter; this is
12 your note; you need to be aware of it so you can
13 intervene to fix this problem; try not to lose
14 everything that I have built in my business over the
15 years.

16 They not only wouldn't respond --
17 they responded in writing, no.

18 Q. I believe I saw the response, the
19 letter you drafted to HSBC and the documents your
20 counsel gave me. But I don't believe I saw the
21 response.

22 Can you make sure you get me a copy
23 of that after today, if you want to write it down?

24 A. Yes.

25 Q. There were a lot of documents.

1 There is a gigantic possibility that I missed it.

2 A. No, I can -- I can get that to you.

3 Q. Okay. And you may not -- so the
4 Fremont Home Loan Trust 2006-C Mortgage Backed
5 Certificates, Series 2006-C was also named?

6 A. Yes, because I didn't realize until
7 after they had gone to Litton that they hadn't been
8 recording my payments.

9 And I couldn't reach anybody there
10 to give me a transaction history.

11 That's when I first started trying
12 to get a loan transaction -- mortgage transaction
13 history.

14 Q. So your naming of the Fremont Home
15 Trust was because you wanted to get to Fremont?

16 A. No, I believe that the trust is
17 responsible, too.

18 Q. Okay. I have read enough of your
19 papers, but I will ask it -- and I understand the
20 answer may be long, but why don't you tell me your
21 complaint against Litton Home Servicing.

22 A. They defrauded me.

23 Q. How did they defraud you?

24 A. They -- before I decided to do a
25 modification, I went to them to see if it would be

1 feasible because I had other options.

2 That was the least expensive, I
3 believe. And they told me they would.

4 And then I gave them everything
5 that they needed. And they said this thing called
6 HAMP -- H-A-M-P -- I don't remember if they used the
7 word "HAMP", but something is coming so we will back
8 you. We will give you the modification. But let's
9 try to do it this way first.

10 And they took me through a series
11 of -- I thought it was the inefficiencies. I think
12 it was their deliberate efforts to defraud me, of
13 asking for information over and over.

14 It's all in the notes, the
15 responses you asked. I sent them the checks. They
16 returned them. I called them and said, this is what
17 we need to do before I pay off my uncollateralized
18 debt. I need to know. Because I need this deal. I
19 am getting an offer from Homeland Security.

20 And they assured me that they would
21 just send the checks back with a little extra money.

22 And I said, give it to me in
23 writing and I will get it to you and this will be --
24 you will complete the papers if I get it to you by
25 this date? And they said, yes.

1 I got the letter from them
2 reaffirming it. I got it to them via FedEx.

3 And I was shocked to learn a couple
4 of days before Christmas that they were foreclosing.

5 So when I called and said I thought
6 I would have this modification; you assured me this
7 was done and you just had to get me the papers, they
8 said, just send us more money, the next payment and
9 we will get it to you. So I sent them the payments
10 they asked for.

11 And then I realized that I was
12 being scammed, even though they were owned by
13 Goldman.

14 Q. We will have to go through and peel
15 that back layer by layer and talk about --

16 A. Yeah.

17 Q. Believe me, your attorney has given
18 me a lot of stuff.

19 You had done one prior
20 modification, correct?

21 A. With whom?

22 On this note? No.

23 (Document is marked Exhibit P-4 for
24 identification.)

25 (Discussion off the record.)

1 Q. Do you recognize P-4?

2 A. I recognize this from the
3 interrogatories you gave me. This is a digital
4 signature, which I don't do on notes.

5 Also, Juan Carillo, who is still in
6 the financial services industry -- but this is a
7 digital signature for him.

8 And as on the original note, I
9 signed every document -- every -- legally, I have
10 been doing this for about 30 years or more, put my
11 initials on every page of a multi-page agreement.
12 And this only has my digital signature.

13 Q. Are you saying you didn't get a
14 loan modification?

15 A. I took out a mortgage with Fremont
16 to get it out of the hands of Litton because Litton
17 had bought my mortgage and I knew who they were.

18 So I refinanced to get it out of
19 their hand. And it was with Fremont. And when
20 Litton bought Fremont's notes, I tried -- I was
21 going to refinance it out of their hands again.

22 And they told me they were owned by
23 Goldman. They were now not like countrywide of the
24 Litton of old days, and that I could trust them.

25 I never modified it again. I was

1 waiting for them to give me a modification
2 agreement.

3 When I sent the applications --
4 when I spoke to them in -- you have to look at the
5 notes, '07 or '08, and I began the process of going
6 through the modification with them in '08 or '09, I
7 did a new mortgage with Fremont to get my mortgage
8 out of Litton's hands.

9 And you go to Essex County Hall of
10 Records, and you can go and see all the mortgages
11 and all the notes on my property since it was built.
12 So you can validate that without me having to tell
13 you.

14 Q. Is the property address -- time
15 out. Strike that.

16 The note, which was P-2, is dated
17 March 27, '06. That's about this -- that's the note
18 for the property you reside -- the property at
19 issue, 541 Scotland Road, South Orange, New Jersey,
20 correct?

21 A. I reside at 541 Scotland Road South
22 Orange, New Jersey.

23 I am not matching up these
24 documents. I am not in a position now to tell
25 you -- to look at dates and go back to mine.

1 But I can tell you that this is a
2 digital signature.

3 Q. That wasn't my question.

4 A. I am sorry. I will listen to you.

5 Q. In the P-4 that you are looking at,
6 is it dated November 9, 2007?

7 A. Which one? P-4?

8 Q. Yes.

9 Across the top it sayings "Loan
10 Modification Agreement made this 9th day of
11 November, 2007, between Veronica Williams and
12 Fremont Investment & Loan."

13 A. Yes.

14 Q. The title of document is "Loan
15 Modification Agreement (providing for fixed interest
16 rate)."

17 A. You are talking about the document
18 without my signature.

19 Yes, that's what it says, the
20 document without my signature that says P-4, that's
21 what I am reading.

22 Q. You admitted that you used
23 electronic signatures?

24 A. Never on documents like this.

25 Q. In general, have you used

1 electronic signatures on anything?

2 A. I have used electronic signatures
3 in the past.

4 Q. Okay. Do you ever recall in 2007
5 getting a loan modification?

6 A. I don't remember the date, but it
7 was -- that sounds reasonable. But I don't remember
8 the date. Two different dates here.

9 Q. Right. One is the mortgage and one
10 is the loan modification.

11 The mortgage had an adjustable rate
12 note and the modification says, "Providing for fixed
13 interest rate."

14 So they locked in your interest
15 rate at 7.25 percent in 2007; whereas in '06, you
16 had an adjustable rate.

17 Do you recall that happening?

18 A. I don't remember.

19 I remember having problems with
20 Fremont and telling them I wasn't going to do the
21 deal with them unless I had a fixed rate.

22 I don't remember doing the
23 modification right after a loan. I just remember
24 doing one deal with them.

25 Q. The original mortgage, you mean,

1 the one deal?

2 A. My mortgage was held by Litton at
3 the time, I believe. And I was trying to get it out
4 of the hands of Litton with someone that would give
5 me the deal that I wanted.

6 And once I finally got the deal
7 from Fremont, then I signed it. I don't remember
8 doing two deals with them.

9 That doesn't make sense, do two
10 deals and a mortgage and a modification within
11 months of each other. That's financially not right.

12 I do remember them working hard to
13 get my business and changing things, but --

14 Q. Is the electronic signature on this
15 document the same electronic signature you have used
16 in the past for letters?

17 A. I have used that electric signature
18 for certain letters, but never agreements.

19 Q. And that is your electronic
20 signature?

21 A. That's my electronic signature.

22 Q. Okay.

23 A. I shouldn't offer this, but you
24 probably have documents that Litton got from me when
25 I had sent my application with my electronic

1 signature.

2 Q. I know.

3 The hard part -- I feel like I keep
4 asking the same question, and Sal wants to object,
5 and I am sure will.

6 You are telling me that you
7 remember having talks with Fremont about switching
8 to fixed rate, getting a modification -- you don't
9 remember that?

10 A. No. Let me just stop you for a
11 minute.

12 Q. Okay.

13 A. Not switching.

14 In order to do the deal with
15 Fremont, these are the terms and conditions that I
16 need.

17 I learned in the '70's, do not do
18 an escalating -- I didn't do a mortgage without a
19 fixed rate.

20 Chase offered me a fixed rate and I
21 had that. Why would I go there and do this?

22 So the only way I would do it was
23 with a fixed rate. They kept coming back to try to
24 make that happen for me.

25 Q. And you are saying they never did

1 that?

2 A. They did that, but I didn't do -- I
3 didn't do -- I did one deal with them, one mortgage
4 with them.

5 I didn't -- I didn't -- I didn't do
6 a deal with them that wasn't what I wanted.

7 Q. Can you explain why we are looking
8 at P-4?

9 MR. SANCHEZ: I am going to object
10 to the form of the question. But --

11 A. You would have to explain that to
12 me. You gave me P-4, right?

13 Q. Right.

14 A. So you tell me. I don't
15 remember -- I don't know how -- this makes no sense
16 to me.

17 Q. Okay. I will stop beating a dead
18 horse here.

19 A. Yes.

20 I can go back through 35 years of
21 financial and economics expertise and tell you that
22 would be foolish. I knew not to do that before I
23 got a Bachelor's in economics.

24 Q. So let's get to the meat here.

25 A. Okay.

1 Q. With Litton you told me that your
2 complaint is that starting in what year you were
3 having negotiations with them for a loan
4 modification?

5 Let's start from the beginning.

6 A. I would have to look at the
7 documents to remember which year. We are going back
8 to '08, I think. But it's in the documents when I
9 started.

10 Q. All right. I will read from P-1,
11 the complaint.

12 That says, "In or about 2009" -- it
13 days "defendant" -- but it's "plaintiff" --
14 "Veronica Williams was delinquent -- was delinquent
15 in payment of residential debt for unexpected and
16 unavoidable reasons. Defendant" -- that was
17 paragraph 15 with my change of the word from
18 "defendant" to "Veronica Williams".

19 Paragraph 16 says, "Veronica
20 Williams negotiated the loan work-out plan with
21 Litton effective July 1, 2009, consisting of three
22 monthly arrears payments."

23 Does that sound accurate?

24 A. Accurate but not complete.

25 Q. The floor is yours.

1 A. It must have been 2008 when I first
2 contacted Litton to see if this was feasible with
3 them because it was either going to come out of
4 their hands or I would use alternate means of
5 financing.

6 And they said, we can do the same
7 thing. Do it with us.

8 And that's when I began putting --
9 identifying everything that was necessary to get the
10 modification.

11 And probably in early 2009, I
12 probably gave them their first document that asked
13 for everything.

14 There was a time at that -- around
15 that time when someone at Litton -- one person, but
16 the person is documented in a letter that I sent
17 back to Litton -- said, we can do this. But to get
18 the program you want, get you the best deal, you
19 have to be three months in arrears. So I didn't pay
20 based on their instruction.

21 And, like I said, the person --
22 they know that because people that talked to me
23 after that said, oh, we know -- you wrote down that
24 so-and-so said this, so we are not going to, you
25 know -- surmising he got in trouble.

1 So by the time we got to July, we
2 had gone through all these machinations of numbers.
3 And that's when I expected that the modification was
4 approved.

5 Q. Was it -- is it your understanding
6 that for that -- we will call it the 2009 loan
7 work-out plan as it's typed in your complaint --
8 that you had given Litton everything they needed to
9 review your loan for a loan modification?

10 A. Beyond that.

11 It was my expectation that I was
12 going to -- that I was being given the modification,
13 which is why I sent them the certified funds that
14 they needed to finalize it.

15 Q. Did you send payments for July 1,
16 August 1 and September 1 of 2009 for a trial plan?

17 A. That sounds right because once they
18 got -- they needed that so they could finalize it.

19 Q. Was it your understanding that all
20 you had to do was make those three payments timely?

21 A. Yes.

22 Q. And you would be given a
23 modification?

24 A. Absolutely.

25 Q. Do you have any documents that

1 outline that?

2 A. I don't know. I have to go back
3 through the notes.

4 But I -- I wouldn't have sent that
5 money if it wasn't perfectly clear to me. I had
6 many conversations with at least 30 people at
7 Litton.

8 Q. Do you know that Litton got
9 payments for June 1 -- strike that -- for July 1,
10 August 1 and September 1 of 2009, for that loan
11 work-out plan?

12 A. Yes, because they sent them back to
13 me.

14 And then I called them and said,
15 what are you doing? I have gave you everything that
16 you needed.

17 And they said, no, we need a little
18 bit more.

19 And I said, if this is the case and
20 you are really going to give it to me, give it to me
21 in writing and I will give it to you by the date.

22 They even extended the date. So I
23 got the letter. I got them -- I returned those
24 checks and more because I had to go to -- I had to
25 go and get the third check -- the third payment.

1 The check that I added was a money order and I sent
2 it Federal Express. They got it before their
3 deadline.

4 Q. Do you have any proof that you
5 mailed the June 1 -- strike that -- the July 1,
6 August 1 and September 1 payment timely to Litton?

7 A. Only their letter that confirmed
8 that they would keep it this time.

9 I have to go back because I have
10 tons of documentation, so I don't know what I
11 have -- but I don't know what I have.

12 But I know it was sent on time and
13 I'd have to go back through my documentation to see
14 what I have.

15 Q. I want to say your attorneys gave
16 me probably a thousand pages, and that's probably an
17 underestimation. A lot of it was duplicates. Some
18 of them were useful; some of them were not.

19 What I was looking for in my
20 request were documents such as that that are key to
21 what you said in your complaint.

22 So it will be very helpful to me if
23 you could provide to them the documents related to
24 this 2009 -- whether they are checks, a copy of a
25 letter sending the checks back to you that you are

1 saying you got, anything that's relevant to that
2 claim.

3 A. I'll see what I can find.

4 But this is what -- now that you
5 mention this, it infuriated me.

6 They just sent certified funds in
7 the mail to me. I don't remember anything with it
8 other than the letters -- than the checks appearing
9 in my box, my mailbox.

10 That was what infuriated me, that
11 that's like sending me cash and not even telling me
12 that it's coming.

13 That's why when I got back to them
14 and said, if we are going to do this, let me know
15 right now. Be honest. I want it documented
16 because, otherwise, I will just take this out of
17 your hands, 'cause I could then. I didn't need them
18 financially.

19 Q. When you spoke to them about the
20 July 1, August 1, September 1 deal, loan
21 modification, loan work-out plan, they said, make
22 these three payments timely, and then what?

23 A. And then the modification is yours.
24 Then we'll process -- then it's valid. Once you
25 make the payments, then it's a done deal.

1 Q. Do you recall when you got the
2 payments back?

3 A. I think it was August -- September,
4 right before I sent it back to them.

5 Q. Well, if it was August, then that
6 means you didn't make the September 1 payment?

7 A. I sent them all three payments in
8 one envelope, one transaction.

9 There were checks dated with
10 different dates because I didn't want any chance
11 that they said they didn't get it. So they got
12 separate checks with separate dates, certified from
13 the bank.

14 And I have copies of those checks.

15 MR. SEIDEN: You want to offer
16 something?

17 MR. SANCHEZ: Can we go off the
18 record?

19 (There is a brief recess.)

20 Q. So turn to page -- no page numbers.

21 Turn to the third page where --
22 yes, paragraph 16 and 17 are where I read from.

23 MR. SANCHEZ: Wait, hold on. I'm
24 sorry.

25 The copies I just gave you has a

1 page number on it. Is that a problem?

2 MR. SEIDEN: No, it's possible.

3 Okay.

4 MR. SANCHEZ: I mean, it's been
5 filed.

6 MR. SEIDEN: It's amazing, isn't
7 it? How do I have this?

8 (There is a brief recess.)

9 Q. Before we recessed we were talking
10 about P-1, the complaint in this action, and we were
11 talking about what happened in 2009 regarding what
12 your attorneys have called a loan work-out plan for
13 July 1, August 1 and September 1.

14 You had explained to me that you
15 sent one envelope with three checks to Litton and
16 that they had mailed them back, and you don't know
17 whether you got a letter with the money back or if
18 it was just your certified checks.

19 A. Correct, I don't.

20 Q. And you would look for that letter
21 or envelope.

22 A. I can look, but it's hard. That
23 was five years ago.

24 Q. Looking at paragraph 18, which is
25 the next paragraph, I will replace "Veronica

1 Williams" with the first word "Defendant".

2 "Veronica Williams timely notified
3 Litton in advance that the September payments, the
4 third of three payments pursuant to the loan
5 work-out plan, would be delayed because of water
6 damage in the subject rental property that would
7 require immediate repairs in order to continue to
8 produce income."

9 A. That sounds familiar. That was
10 probably right.

11 But I would have to go back and
12 find the document, the letters and checks to see
13 what was there, what was sent to remember exactly.
14 I know I sent multiple payments.

15 But that sounds familiar now that I
16 have that because I know I sent them more money when
17 I sent the new checks in September or October.

18 Q. Okay.

19 A. Because I had to go get the money
20 order to add to the checks that I was sending back
21 to them.

22 Q. Well, then, you didn't send three
23 payments in --

24 A. I'm not sure. I am just trying to
25 be honest here.

1 Q. That's all you can be is honest.

2 A. I know I sent them multiple checks.
3 I don't remember the exact amount. I thought I sent
4 them everything so that the modification was a done
5 deal.

6 This sounds like I had to send them
7 another check, which I did. But they had returned
8 the check, so I had to add payment to the checks
9 that I returned to them.

10 I don't remember the amounts of
11 everything.

12 Q. Do you know why the payment -- the
13 checks were returned?

14 A. That's why I was outraged.

15 No, I thought -- Litton has a
16 history of doing this. And because they were owned
17 by Goldman now, I didn't think I would see this.
18 But they -- that's not unusual.

19 So that's why I was outraged.

20 Are you trying to set me up here?
21 They assured me that they weren't.

22 I'm sorry. What did you say?

23 MR. SEIDEN: Off for a second.

24 (Discussion off the record.)

25 Q. Can you recall the date you sent

1 the two checks --

2 A. From five years ago?

3 Q. Yes.

4 A. No.

5 I could probably go back through
6 notes and see if I can find it. But I don't
7 remember specific dates of things that I had sent
8 three months ago, to be honest.

9 Q. Do you recall getting any letters
10 from Litton that said the status of your review of
11 this loan modification?

12 A. I don't remember getting -- I may
13 have, but I don't remember that.

14 I remember them sending me through
15 hoops over and over again to send them new data cut
16 a different way.

17 I said, guys, do you understand
18 finance? I remember sending this back and you
19 saying send us your checks back with a little bit
20 more money and you'll get the modification.

21 And I remember saying, well, send
22 me that in writing because you haven't done it yet.

23 And I remember getting that and I
24 remember sending the checks Fedex so I can prove
25 when they arrive.

1 Q. And you have all that?

2 A. Yes, sir.

3 Q. And you will give all that to Sal?

4 A. Yes, sir.

5 Q. The sentence or two you just said,
6 there were no dates in there. I want you to take a
7 second and try to see if you can plug the dates in.

8 A. I don't have to think. I'm still
9 going through pain.

10 I can't remember specific dates
11 from five years ago, and I am not going to try and
12 pretend that I can because that would be dishonest.

13 Q. Okay. Do you know if the checks
14 were ever applied to your account?

15 A. I don't know if any checks were
16 ever applied. I don't know if any payments for the
17 whole course of this note were ever applied.

18 Q. Do you know if Litton ever received
19 a full, completed -- strike that.

20 Were you ever told by someone from
21 Litton during this three-month, four-month span in
22 2009, July, August, September, October, maybe --
23 were you ever told, we have your full, completed
24 application; make the three payments; you'll get a
25 modification?

1 A. Let me --

2 Q. This is a yes or no one for me. I
3 should have prefaced it.

4 A. Well, then repeat it.

5 Q. Okay.

6 Were you ever told July, August,
7 September of 2009, that you had a completed loan
8 application for a modification?

9 A. July, August or what?

10 Q. Or September. Some time around
11 that time, it could be, give-or-take, a month either
12 way. Or probably not either way.

13 A. I don't remember being told that I
14 had a completed modification during those months.

15 Q. Completed package where they asked
16 you to submit things and then they said, okay, we
17 have everything now.

18 Did they ever say, okay, we have
19 everything now?

20 A. I don't remember being told that by
21 September.

22 Q. Okay. And is it your position that
23 they should have?

24 MR. SANCHEZ: I am going to object
25 to the form of the question.

1 Q. Is it your position that Litton --
2 that you had given Litton everything they needed
3 that they had asked you for at that time?

4 A. I believed that summer that I had
5 given Litton everything that I needed to have the
6 modification.

7 Q. Did you ever receive a letter that
8 said, we are missing X, Y, Z?

9 A. I don't remember --

10 Q. For example, we are missing a
11 profit and loss statement from this business or we
12 are missing pay stubs or we are missing tax return?

13 Do you recall receiving any of
14 those letters?

15 A. No.

16 Q. So after this first loan work-out
17 plan with payments due July, August and September,
18 what is the next work-out plan you discussed with
19 Litton?

20 A. Yes. I got the checks back. I
21 asked them what's going on.

22 And they said, we are sorry; it
23 shouldn't have been returned; send us that check and
24 a little bit more by this date and you are
25 definitely going to have the work-out plan this

1 time.

2 Q. And did you at that point -- did
3 you still want a loan modification?

4 A. Yes, because I had a contract on
5 the line. And I didn't want to spend time with
6 somebody else because they had -- they had -- it was
7 almost a year dealing with them.

8 Q. Who is "them"?

9 A. Litton. I am sorry. Litton.

10 Q. Okay. You said you had someone
11 else on the line. I wasn't sure.

12 A. No, Litton had been leading me down
13 the path. They were the best; they were forthright
14 and they were owned by Goldman; they wouldn't do
15 anything wrong.

16 And then I got the checks back and
17 I'm thinking what I'm I going to do.

18 So they said, I am sorry,
19 Miss Williams, we shouldn't have returned the
20 checks; send them back to us with a little bit more
21 money and you'll get the modification.

22 I said, give me that in writing and
23 give me more than a week because I need more than a
24 week to get it to you.

25 And they gave me a date; they gave

1 me the letter. I got the money to them before the
2 date.

3 Q. If you turn to page four, paragraph
4 19 says, "On or about September 11, 2009" --
5 substitute "Veronica Williams" for "Defendant --
6 "Veronica Williams satisfied her obligations to pay
7 Litton the third monthly arrears payment pursuant to
8 loan work-out plan."

9 A. That could be right.

10 Again, I don't know exact dates.
11 Money was going back and forth. I'd have to go back
12 and see what went where and when.

13 Q. Okay. To the best that you can, do
14 you recall getting a check -- getting the checks
15 back that you keep referencing after September 11 or
16 before September 11?

17 A. I don't remember September 11 of
18 this year. I'm sorry.

19 You want me -- I just can't give
20 you an honest answer on specific dates from more
21 than a few months ago.

22 Q. Paragraph 20 says, "Litton returned
23 Veronica Williams arrears payments rather than
24 recognizing them."

25 A. Yes. I have been saying that over

1 and over, that they sent the checks back to me that
2 I sent to them.

3 Q. So, chronologically, in the
4 paragraphs it gives the impression it happened after
5 September 11.

6 A. I don't know the exact dates.

7 Q. Okay.

8 A. I was trying to the best of my
9 ability to put these dates and all the information
10 together. And I did this in severe pain, so I don't
11 remember the exact dates.

12 But you will see documents that
13 show that the checks that Litton sent me alone
14 saying, do this by this date and you will have your
15 modification.

16 You will see the documents that
17 show that the checks went to them and who signed for
18 them and on what date.

19 I made sure of keeping that because
20 that's what they told me I needed to do to get the
21 modification.

22 Q. Do you understand that the trial
23 modification was a trial, and that you still had to
24 apply for the actual modification?

25 A. No.

1 Q. Okay. Is that based -- do you
2 believe -- do you believe that because of your
3 conversations with Litton?

4 A. Yes. Made it clear, it will be a
5 done deal. I asked that over and over.

6 Q. In paragraph 22, it says, "Litton
7 modified and reinstated the loan work-out plan
8 offered to Veronica Williams by lowering the amounts
9 due for the three monthly payments and by setting
10 three new dates beginning November 1, 2009."

11 A. Yes.

12 Q. That's correct?

13 A. That sounds correct to me.

14 Again, dates, I can't say
15 definitively, unless I go back and look at
16 documents. But that sounds reasonable to me.

17 Q. Next paragraph says, "On or about
18 October 28, Defendant timely resubmitted" -- "2009"
19 -- "Veronica Williams timely resubmitted all three
20 loan work-out payments in full to Litton Loan."

21 A. Yes.

22 Q. That is correct?

23 A. I sent that -- that document I sent
24 by FedEx X, that I keep talking about had all the
25 payments to approve of they said they were going to

1 approve.

2 Q. And were you still submitting the
3 underlying application at this time?

4 A. I don't remember submitting the
5 underlying application.

6 At this point, I just believed it
7 was paperwork so they could get it done right, that
8 it had been approved. All they needed was the
9 money.

10 Q. So were you getting letters that
11 says -- or phone calls and conversations with them?

12 Were you getting any correspondence
13 whatsoever from Litton that said you need to apply
14 for the underlying loan application?

15 A. No. It was a done deal.

16 If I had gotten that, I wouldn't
17 have paid off uncollateralized debt in September or
18 October.

19 Q. How many times, best you recall,
20 did you submit your financial documents for that
21 loan -- for a loan modification to Litton?

22 A. Too many.

23 But the ones that I remembered are
24 in the interrogatories.

25 Q. I didn't get responses to

1 interrogatories.

2 A. Well, we are still preparing them.

3 But I would have to go back to the
4 interrogatories to remember how many.

5 It was too many. I have been in
6 finance over 30 years. I have never seen it. I
7 thought either you're incompetent or somebody is not
8 reading it.

9 Q. And what was your conclusion?

10 A. When they said they were going to
11 finally give me the modification, that they finally
12 got somebody who understood what they were reading.

13 Q. You said either they were
14 incompetent or they were not reading. I wanted to
15 know what is your opinion.

16 A. I still don't know. I still don't
17 know.

18 But I know they fixed it after I
19 challenged it and they came back with the
20 modification.

21 Q. When did they come back with the
22 modification?

23 A. Probably -- whatever that date was.
24 It was the summer of '09. Spring or summer of '09
25 when I sent the checks.

1 Q. Okay. So we kind of have to
2 separate these because they separate in your
3 complaint for the -- it's hard to decipher what I am
4 reading.

5 There was a first one in we will
6 call the summer, July 1, August 1, September 1.

7 Then your complaint says there is a
8 second one. We will call it the winter, beginning
9 December, November, January.

10 A. Yes.

11 Q. For the winter one, that's what we
12 are discussing, because you are saying in the summer
13 you sent the payments; they sent them back and then
14 they gave me this new one in the winter.

15 A. Yes.

16 Q. So for the winter, do you recall
17 supplying the financial documents?

18 A. I understand.

19 Q. Okay.

20 A. We were talking about the financial
21 documents. Those were all supplied during the
22 spring/summer.

23 Then they gave me the modification;
24 made the payment; it's a done deal. They sent the
25 checks back.

1 I said, I need to make sure you are
2 not playing about with me. I can give it to you.

3 They said, we will have to redo
4 another one -- I believe they said that -- it will
5 make it better for you; send the money again by this
6 date.

7 And same thing, once we get all
8 three of those payments, it's a done deal.

9 Q. I know you are a highly-educated
10 woman that understands finance.

11 Did you not provide them with
12 updated financials in the wintertime that you had
13 given them in the fall?

14 A. I don't remember having to provide
15 updated financials. They didn't require that.

16 But they required updated money.
17 And they kept taking money, saying, we are sorry; we
18 just didn't get this processed; send us a payment
19 again; a payment again.

20 Q. How many payments -- and I'm asking
21 you to provide the proofs -- maybe you are -- with
22 the interrogatories. I don't know.

23 Did you make to Litton, starting
24 with that fall -- your complaint says you made the
25 three, with the September one being after the date.

1 Did you state on September 1 and
2 then in October you sent three? It just says on
3 October 28, 2009.

4 So right now that's, I guess, in
5 theory, six payments that would have been made.

6 A. Keep --

7 Q. But -- sorry.

8 But that would be -- those were
9 some duplicates is what you are saying, because if
10 Litton sent them back, so with the first three
11 payments and the second three payments,
12 theoretically, were the same checks.

13 A. Let's say "checks" instead of
14 "payments". It will be clearer.

15 Q. Okay.

16 A. I sent them multiple checks that
17 summer. They sent them back to me.

18 I said, make sure this is right and
19 I will send you these checks back.

20 They said, okay, we will redo and
21 make it lower, but send us those checks back plus
22 new checks.

23 Q. When did you send -- why would you
24 have to send new checks?

25 A. Because they said that's what I

1 needed to make it a done deal and give me the final
2 modification.

3 Q. Do you remember any dollar amounts?

4 A. No, but they are documented in
5 there. I can give that to you.

6 Q. Yes.

7 A. I have collected a lot of this. I
8 don't remember amounts.

9 I gave them several checks, not
10 just returning the ones, but more.

11 Q. But if it was for less money --

12 A. Because I gave them the money that
13 they asked for so I could get what I needed, what
14 they told me they were going to give me.

15 Q. And you are saying they asked you
16 for more money?

17 A. Yes, so I could get what I needed.

18 I was waiting for a security
19 clearance. And they said, oh, we made this mistake.
20 We will fix it.

21 I said, do that. I need this
22 clearance so I can get the task order.

23 So, in hindsight, I shouldn't have
24 given them a dime. But I sent the checks because
25 they are owned by Goldman.

1 Who is going to do that? They are
2 federally chartered. Who is going to do that? And
3 cash the check, too?

4 So I sent them the checks. I
5 expected everything to go through and be fine, as
6 they said.

7 And I have copies of those.

8 Q. Would you be surprised if I told
9 you that you didn't supply new financials in that
10 winter for that loan modification review?

11 A. I don't remember what I supplied.
12 But I would -- I gave them everything they asked
13 for.

14 Q. In the fall?

15 A. Every time I communicated with them
16 I gave, and I sent them money and I gave them what
17 they asked for.

18 Q. Okay. Has HSBC Bank USA, N.A. ever
19 contacted you directly?

20 A. Only to tell me that it wasn't
21 their responsibility to fix what Fremont and Litton
22 were doing, and they weren't going to do anything
23 about it.

24 Whatever it was, I will show you
25 the letter.

1 Q. I notice --

2 A. And they may have -- I have lawyers
3 since then. So, you know, I know that they are
4 doing foreclosures against me again for a second or
5 third time.

6 Q. Did they ever use any foul use of
7 language in the one letter you received?

8 A. I don't remember. I have to look
9 at it, but I doubt it.

10 Q. Did they ever call you on the
11 phone?

12 A. I don't remember. I have to go
13 back through my notes.

14 We are going back -- when was that
15 letter? In 2010, probably, right?

16 I think we are going back four
17 years. I don't remember.

18 I'd have to -- to give you an
19 honest answer, I have to review notes. I don't
20 remember the details of who talked to me when.

21 Q. I guess -- to ask you a general
22 question, do you feel harassed by HSBC directly?

23 A. I feel demeaned.

24 Q. I only went to a little, small
25 college. You have to tell me what "demeaned" means.

1 A. "Demeaned" means to make me feel
2 like less than anything, like it's -- they were
3 going to do what they were going to do, and their
4 affiliates were going to do what they were going to
5 do, and it didn't matter what I said or what I
6 showed them; get away, leave me alone.

7 So it made me feel like I couldn't
8 do anything. Nothing was going to happen with them.

9 Q. But they didn't try to collect any
10 money from you in that letter?

11 A. No, they didn't try to collect
12 until they filed foreclosure against me.

13 Q. They were attempting to take the
14 property -- they are filing a foreclosure action to
15 close the mortgage, put it that way, right?

16 A. I don't know what steps they are
17 in, but, yes, they are trying to foreclose.

18 Q. That's the grand scheme, in other
19 words?

20 A. Yes.

21 Q. I will ask the same types of
22 questions for Goldman.

23 Besides being an entity that you
24 are claiming owns Litton, or owned Litton, did they
25 ever contact you directly?

1 A. I don't remember. I don't
2 remember.

3 I doubt it. I don't remember. Not
4 in -- after I filed suit against them. They just
5 went to court and got the complaint thrown out so I
6 had to re-file.

7 Q. And you didn't?

8 A. That's why we are here today; I did
9 it.

10 Q. Okay. You are right. You did.
11 Do you feel harassed by Goldman?

12 A. I feel that they are behind it,
13 yes. They are -- yes.

14 Q. Why do you believe that Goldman had
15 anything to do with whatever transpired with Litton?

16 A. Why do I believe they had anything
17 to do?

18 Q. Yes.

19 A. I'll show you the letter from the
20 Federal Reserve that clearly said that Goldman owns
21 Litton when they responded to me about the
22 complaint.

23 Q. I'll show you that letter, but --

24 A. And that's one of the reasons why.
25 But there are others.

1 Q. So because they own it, you believe
2 they knew everything that was going on with your
3 particular mortgage?

4 A. I don't know.

5 I filed with them so at the moment
6 that I filed an action against them, I don't believe
7 that a company that big knows the details of their
8 subsidiaries in all the transactions.

9 But the moment I file an action
10 against you, a legal action, you are aware of
11 something, unless you are paying people to try to
12 get it off your back.

13 Q. Do you have any paperwork or
14 documents that would show that Litton and Goldman
15 knew what was -- or that Goldman knew what was going
16 on with your mortgage with Litton?

17 A. Trying to think about how to answer
18 that.

19 I have correspondence with other
20 parties that leads me to believe that they were
21 taking steps based on what involved my mortgage.

22 Q. When you say "parties", do you mean
23 entities in this case as in a party, or just other
24 companies, people in the world?

25 A. The SEC, there are a few people

1 there. I mentioned the Federal Reserve.

2 Other people through what I have
3 been looking at and finding out, yes.

4 Q. And have you given those documents
5 to Sal?

6 A. Probably. I'd have to go back and
7 look. Maybe not all of them.

8 Q. Okay. Same questions for Ocwen,
9 for Ocwen Loan Servicing.

10 Have they called you?

11 A. Yes.

12 Q. And when did they call you? Let's
13 go with that.

14 A. You want dates?

15 Oh, no.

16 Q. We can probably talk years, can't
17 we?

18 A. From the time that they -- that --
19 okay, I'll give you this: From the time that the
20 SEC allowed Goldman to move Litton's mortgages to
21 Ocwen, Ocwen began contacting me.

22 Q. And did they harass you?

23 A. "Harassment" is a nebulous word in
24 that case.

25 When people call and try to collect

1 money from you that wasn't entitled to be collected,
2 I don't know how to describe that. But it's not
3 pleasant.

4 But most of the people that called
5 just asked for money, and they refused to discuss
6 anything about -- they never gave me a transaction
7 history. And all they wanted to hear is when are we
8 going to get our money.

9 Q. Did they ever use foul or abusive
10 language?

11 A. I don't remember Ocwen doing that.
12 I don't remember that.

13 I'd have to go back through notes,
14 but I don't remember Ocwen.

15 I remember problems with Litton,
16 but it could have -- going being back years, I have
17 to go back through notes to remember how to answer
18 that question accurately.

19 Q. Why do you believe that Ocwen can't
20 be your loan servicer?

21 A. Because I don't -- they got a bad
22 loan from Litton and it wasn't cleaned up like it
23 was supposed to have been.

24 They were supposed to -- the loan
25 was supposed to have been -- all the issues

1 addressed before it went to Ocwen. And it wasn't.

2 Q. Well, why does that mean they can't
3 be the servicer?

4 A. Because they don't have accurate
5 information. They don't know what to collect.

6 Q. But they could still -- what if
7 they -- in a perfect world, what if they just
8 magically cleaned everything up? Then they could be
9 the servicer?

10 A. Possibly.

11 MR. SANCHEZ: Objection to the form
12 of that question.

13 But you can answer it.

14 THE WITNESS: Oh, well, then, I
15 won't answer it.

16 MR. SANCHEZ: No, you can answer
17 it.

18 A. Oh, so what's your question?

19 Q. I am asking you to speculate.

20 Just strike the question. No, you
21 can strike the whole thing. That's fine.

22 A. Okay.

23 Q. Did Ocwen ever call you at an
24 inconvenient hour?

25 A. Oh, yeah.

1 Q. What's inconvenient?

2 A. Well, I was very -- I was very sick
3 when Ocwen was doing that.

4 It was -- all of this, everything
5 that had been promised to me was going away. I had
6 lost my contracts and I was very sick.

7 So I don't remember which year, but
8 they could have called me in the middle of the
9 afternoon when I was resting from medicines and it
10 would have been inconvenient for me, but not
11 inconvenient for most people.

12 So I -- you know, I do have -- I
13 could go back to my notes and remember some dates
14 and times that they called. I could retrieve some
15 of that. But I don't remember all of them.

16 None of this was pleasant from the
17 time that I found out that Fremont wasn't recording
18 my payments.

19 Everything that I went through,
20 even though Litton made me feel they were going to
21 be able to resolve this, so I could go through it.

22 I didn't even -- at that point I
23 had so much money that was going to come in, I
24 didn't care about some of the errors in the mortgage
25 at that time.

1 Q. So there are issues -- you keep
2 saying "Fremont". There were issues with the loan
3 before Litton became the servicer?

4 A. Yes. And they fixed some of the
5 errors, but not all of them.

6 Q. And was it your intention that the
7 loan modification would just wipe the slate clean?

8 A. I wouldn't have cared because I had
9 so much -- the contract was so big. What I owed
10 them was a small price to pay to get them off my
11 back once the contracts came through. So I didn't
12 care about those errors.

13 Q. And, so, that's why you continued
14 with just the loan modification efforts?

15 A. Yes.

16 Q. Okay. You answered.

17 A. Yes, it was a no-brainer.

18 Q. And same questions for Fremont,
19 Home Loan Trust 2006-C Mortgage Backed Certificates,
20 Series 2006-C.

21 Do you have any idea what that is?

22 A. Yes.

23 I know you weren't meaning to
24 insult me by asking that.

25 Q. I was not meaning to. I know what

1 --

2 A. It's a financial instrument. I
3 questioned when I go -- you know, a lot of this is
4 public record.

5 You just go to EDGAR and you find
6 it.

7 I don't have any proof right now,
8 but I questioned that that was all done above board
9 and in accordance with under the federal guidelines
10 they agreed to operate under.

11 MR. SEIDEN: Off the record.

12 (Discussion off the record.)

13 (The answer is read back by the
14 Reporter.)

15 Q. I'll just call it Fremont Home Loan
16 Trust from now on for your financials, if that's
17 okay, and you will know that I mean the Fremont Home
18 Loan Trust 2006-C Mortgage-Backed Certificates,
19 Series 2006-C deal. All right?

20 A. Yes.

21 Q. So Fremont Home Loan Trust, did
22 they ever contact you directly?

23 A. I don't remember.

24 Q. Okay.

25 A. Because that would have been before

1 2008.

2 Q. I'm not asking in --

3 A. Oh, the trust itself?

4 No, I doubt it. No. I'm sorry. I
5 doubt it.

6 Q. So you don't recall getting any
7 phone calls from Fremont Home Loan Trust?

8 A. No.

9 Q. And you don't feel harassed by
10 Fremont Home Loan Trust?

11 A. That's -- that's not a clear --
12 there's not a clear answer to that.

13 Q. Do you feel the same level of
14 harassment towards every Defendant that you named?

15 A. "Harassment" -- let me just kind of
16 explain why it's difficult.

17 "Harassment" most people think of
18 as letters and words.

19 Q. That's right.

20 A. But financial actions and financial
21 movement I consider harassment, too.

22 So in terms of the way most people
23 consider harassment words and calls, I don't feel
24 harassed equally by all of them.

25 But in terms of actions that

1 affected me, I feel harassed by all of them.

2 Q. Okay. Can you separate in your
3 mind Litton and Ocwen?

4 A. In terms of what?

5 Q. Their actions in this -- with your
6 mortgage.

7 A. There's a gray area where there's
8 overlap.

9 But in terms of actions, I can
10 separate at least 80 percent of the actions between
11 the two.

12 Q. And what -- you are just saying,
13 you know, who was taking which actions 80 percent of
14 the time?

15 A. No.

16 Q. What do you mean by "80 percent"?

17 A. Give you an example: Lack of a
18 transaction history, which is responsibility of
19 Ocwen, responsibility of Litton, responsibility of
20 Fremont.

21 And since the physical notes moved
22 from one legal entity to the other and they refused
23 to provide that, but they think they are going to
24 put it in words, I feel harassment because they all
25 took responsibility in holding that note.

1 Q. You earlier saw that I was provided
2 with the original note, right, that you looked at it
3 today?

4 A. Ah-huh. I saw this -- I saw this
5 document. There's one document that had my
6 signature on it.

7 Q. P-2 you looked at and said it was
8 your signature.

9 If you want to look at it again, it
10 was the original note.

11 A. P-4 was the one that was a problem.
12 Yes, this one, P-3 -- now where's
13 P-2?

14 Q. It's over here.

15 A. Okay. Is that the one with Michael
16 Koch's name on it?

17 MR. SEIDEN: That one is not. But
18 the original one is.

19 MR. SANCHEZ: Right.

20 MR. SEIDEN: I will let Sal make a
21 photocopy before we leave today, or I will
22 just e-mail them all when I get back.

23 THE WITNESS: It gets confusing to
24 me because when I look at what is
25 physically written on these notes, it's

1 something that doesn't make sense to me.

2 MR. SEIDEN: Miss -- I didn't ask
3 any questions.

4 THE WITNESS: Oh, okay. I am
5 sorry.

6 What was your question? I'm sorry.

7 Q. I'm trying to understand what your
8 complaints are against each one of the companies
9 that I represent.

10 So when I asked you if you could
11 separate Ocwen from Litton in terms of their actions
12 in this case, I was hoping you would just say yes.
13 But you answered 80 percent.

14 And I was asking what you meant by
15 80 percent.

16 A. The hand-off between -- Litton was
17 dissolved and Goldman moved the mortgages to Ocwen.
18 The hand-off between those entities is where it's a
19 little hairy.

20 Q. I will give you an example of an
21 answer I thought I might get, and see if it helps
22 you form an answer.

23 A. I am not trying to be difficult. I
24 am sorry.

25 Q. I can draw a line in the sand as to

1 when because I had asked Litton for \$400,000 loan
2 mods, and they did the payment returns and
3 everything else I said about earlier.

4 And I can draw on Ocwen. All that
5 Ocwen did with the loan is not communication with me
6 directly or didn't give me the document I was
7 looking for or loan modification or something like
8 that.

9 I am trying to separate the actions
10 of each.

11 A. I know.

12 Q. If you want to try the best you can
13 to tell me where that -- where the split is, that's
14 all I am looking for.

15 A. Let me use different words.

16 I understand exactly the actions,
17 the phone calls, the letters, the faxes that Litton
18 provided me that I felt were a problem.

19 I understand clearly the phone
20 calls, the voice mails that Ocwen gave me that I
21 thought were a problem.

22 Q. So I think I understand the actions
23 of Litton were your complaint, which is there was a
24 fall loan mod situation, a winter loan modification
25 situation.

1 What is -- what are the issues with
2 Ocwen relating to the loan?

3 A. The primary one, they repeatedly
4 refused to give me a transaction history, and
5 despite not giving that to me, they continually
6 asked me for money. And it was more than I believed
7 it should have been.

8 Q. And is all of this in writing?

9 A. I don't know. I have to go back
10 and look at notes.

11 Q. I have to think based on the
12 thousands of pages that you gave me that there has
13 to be a letter out there that you wrote to Ocwen
14 saying, can I have a transaction history.

15 A. I am sure there is probably one.

16 Q. If you can find that, that would be
17 one.

18 A. I am sure that's not a problem.

19 THE WITNESS: Are you writing what
20 I have to give him?

21 MR. SANCHEZ: Absolutely.

22 THE WITNESS: So I will look for
23 Ocwen letters and recordings, audio
24 recordings.

25 MR. SANCHEZ: Whatever it is you

1 may have.

2 THE WITNESS: No, just to help me
3 remember.

4 MR. SANCHEZ: Plus we will have a
5 copy of the deposition.

6 THE WITNESS: Okay. Okay. All
7 yours.

8 MR. SEIDEN: Can you put the
9 sticker on top of where the exhibit is.

10 (Document is marked Exhibit P-5 for
11 identification.)

12 Q. I am going to show you P-5. You
13 actually gave it to me in response to my document
14 demand.

15 A. Okay.

16 Q. Do you know what this document is?

17 A. Oh, from reading the first
18 sentence, yeah.

19 Q. And you recall getting this
20 document?

21 A. If I gave it to you, I probably got
22 it, yeah.

23 Q. So the document is entitled,
24 "Notice of Service and Transfer." In parens it
25 says, "RESPA".

1 A. Yes.

2 Q. "And Welcome To Home Loan
3 Servicing" -- or "Ocwen Home Loan Servicing, LLC".

4 It says as of November 1, 2011, you
5 are going to be -- the loan is going to be serviced
6 by Ocwen. And the letter itself is dated
7 October 14, 2011.

8 So let's draw October 14, 2011 as
9 the line in the sand when you got this letter.

10 A. Okay.

11 Q. And November 1, and those dates, is
12 that your gray area between October and November
13 when Litton stopped servicing and Ocwen started
14 servicing?

15 A. My gray area is more than the date.
16 It's the information that had to be handed off
17 during the transfer.

18 Excuse me.

19 Q. Is your -- are you saying that you
20 are -- the reason why you are not able to identify
21 whether it was an Ocwen issue or a Litton issue is
22 because you don't know what was given from Litton to
23 Ocwen?

24 A. That's part of it, yes.

25 Q. What was going on -- because

1 previously we only talked about 2009, maybe
2 beginning of 2011 -- what was going on in October of
3 2011 with your loan?

4 A. I don't remember.

5 Q. Do you know if you were still
6 trying to get a modification?

7 A. No. By that time, it was too late.
8 I had lost everything.

9 Q. When -- just tell me what
10 "everything" is.

11 A. The business that I began working
12 on building from working from my first 8-A firm, 8-A
13 firm as a teenager, and the business that I
14 incorporated in '86.

15 And I had finally earned federal
16 supply schedules. And everything began to crumble
17 after Litton took my money and didn't give me the
18 modification.

19 Q. What was happening in 2009 when
20 your loan -- when you were having money troubles
21 with paying this loan?

22 A. I didn't have money troubles paying
23 the loan. I looked at getting a loan as an
24 opportunity to adjust my capital and financial
25 position so I would be better prepared to handle

1 this first 20 million dollar contract that was
2 coming through.

3 Q. Are you saying you weren't in
4 default with Litton in 2009 when you first started
5 asking about the trial payments?

6 A. When I first asked about getting a
7 modification, I was not in default.

8 I only became in default when they
9 instructed me to become so, so that I would be
10 approved for the modification.

11 Q. So at the time of these first
12 discussions in 2009, you could have just kept making
13 your normal --

14 A. I believe it was 2008, yes.

15 Q. Let me read you again paragraph 16.
16 It's "Veronica Williams", instead of "Defendant".
17 Paragraph 15. I am sorry.

18 "In or about 2009, Veronica
19 Williams was delinquent in payment of residential
20 debt for unexpected and unavoidable reasons."

21 A. Yes, right.

22 Q. And then the next paragraphs talk
23 about this July, August, September, 2009, where you
24 sent the checks and you said they sent them back and
25 you sent them again.

1 So what precipitated that? What
2 was -- what was going on in early 2009?

3 Are you saying that there was
4 nothing, that this was a strategic decision with
5 you, somebody with an MBA, hey, look, there's loan
6 mods out there. Why don't I get a loan
7 modification?

8 A. No. They told me in order to get
9 this, you have to be late by three months.

10 So I was late by three months.
11 Other things probably were going on then.

12 I have to go back to my notes and
13 look. That was a difficult period.

14 But I do know I had other options.
15 I had a huge pay-off of uncollateralized debt, based
16 upon what Litton told me that year.

17 Once I believed they told me they
18 were going to do what I hoped they were going to do,
19 I could have gone on for two years.

20 Q. What did you pay off?

21 A. Like uncollateralized debts.

22 Q. Credit cards and things like that?

23 A. Not credit cards.

24 THE WITNESS: Oh, I can't ask a
25 question on what I can review?

1 Yes, I will send you a document.

2 MR. SEIDEN: You can't ask Sal what
3 you can review. You just answer the
4 question and if Sal objects to the
5 question --

6 THE WITNESS: I have decided I have
7 a document that I can give you that
8 details all of that to all of my creditors
9 and documents what was paid.

10 (There is a brief recess.)

11 BY MR. SEIDEN

12 Q. On page eight, paragraph 58, you
13 have a count -- this is count three for breach of
14 contract.

15 It says, "On information and
16 belief, Litton was instructed to stop accepting
17 modification payments by the true owner of the
18 loan."

19 What information and belief is
20 there?

21 A. I don't have that information.

22 Q. Okay. You don't have it with you
23 or you don't have any information to support that?

24 A. I'm looking.

25 I heard what you read and it wasn't

1 something that sounded familiar to me.

2 Which point is it on here?

3 Q. It's number 58.

4 A. Okay.

5 I don't know. I'd have to go -- it
6 could be in documents that I saved and gave my
7 attorney.

8 But I don't remember because I
9 don't know who -- I would think that Fremont is the
10 true owner of the loan. But I don't know -- I don't
11 know what the answer is.

12 Q. The paragraph continues to read
13 that, "Litton has claimed that the owner of the loan
14 at a relevant time was HSBC as trustee for Fremont
15 Home Loan Trust 2006-C Mortgage Backed Certificates,
16 Series 2006-C."

17 A. I don't know if it's in information
18 I gave to my attorney, but I don't know about -- I
19 don't know. I don't know about that statement.

20 Q. But you wrote to HSBC?

21 A. Yes.

22 Q. And HSBC wrote you back and said
23 what?

24 A. It's in the letter. That's one of
25 the documents I am going to give you.

1 Q. But you summarized it for me
2 before, right?

3 A. No. What I a gave you was my
4 reaction to what I read.

5 Q. Okay.

6 A. Which was they put me off. But I
7 don't remember what they said.

8 Q. Okay. Maybe you could -- when you
9 get us that letter, we will have more information
10 about paragraph 58.

11 A. Okay.

12 Q. Tell me about your emotion --
13 there's a count four on page nine, there is an
14 intentional infliction of distress count.

15 Tell me the distress that you went
16 through from 2009 to today, and tell me which
17 defendants caused that.

18 A. The worst mental and reputational
19 harassment or attacks I have ever experienced in
20 life were from these defendants.

21 All of them played a role in it and
22 it's taken its toll on me.

23 I don't -- I'm not going to go
24 through a lot of detail today because it will -- I
25 don't want my blood pressure to go up.

1 Really, it angers me. Especially
2 with -- it angers me. They did -- I can't imagine
3 anything else in my life -- I am 58 -- that took as
4 bitter a toll on me than what they have done to me.

5 Q. Well, what -- what did Ocwen do
6 that makes you feel that way?

7 A. Continued to ask for the money and
8 continued to refuse to give me an transaction
9 history, even though I told them over and over that
10 what they are asking for is not accurate financials.

11 Q. Are you saying you never got a
12 transaction history from this very day?

13 A. From this very day, from day one to
14 this morning.

15 Q. You had asked -- I am sorry. Go
16 ahead.

17 A. Oh, I asked when I realized Fremont
18 was going out of business or had gone out of
19 business -- that was in early January '08, '07, some
20 time around there -- I began asking Fremont -- and I
21 don't remember the dates -- but Fremont -- nobody
22 gave me a transaction history.

23 Q. Who -- was Fremont also your
24 servicer? Were you paying Fremont directly?

25 A. Initially, Fremont was being paid.

1 Q. Do you remember how long?

2 A. No, but I have some payments -- I
3 will give that to you.

4 Q. Okay. And you said -- you gave me
5 a general answer to my specific question about each
6 defendant with your distress.

7 Fremont Trust, which you described
8 as a lot of this information being public on EDGAR,
9 what was their role?

10 A. They -- in my distress or in this
11 process?

12 Q. In your distress.

13 A. They supplied the money and
14 underwrote it.

15 They did things -- what I am seeing
16 now -- I have to go back and pull documents -- but I
17 think they falsified documents.

18 Can't prove it right now, but this
19 looks very clear to me that they did. I have to go
20 and gather information to prove it.

21 Q. Okay.

22 A. But other things. They wouldn't
23 give me a transaction -- oh, the trust? I know, the
24 trust.

25 I'd have to think about it. I

1 don't know how to answer it right now.

2 Q. Are you contesting your foreclosure
3 action?

4 A. Not on the -- not on the -- what's
5 the word?

6 I don't know because they are --
7 they didn't get paid, but they didn't get paid
8 because of what they did to me.

9 So that makes me wonder if a
10 foreclosure is valid because they weren't
11 administering this according to the requirements as
12 set forth by the agencies that approved them to do
13 so.

14 So I'd have to give it some thought
15 to think about whether that's really valid, whether
16 they had the right to foreclose. I don't know.

17 Q. If I told you that you did dispute
18 the foreclosure and the investor -- the trust, HSBC
19 Bank, the Fremont Home Loan Trust 2006-C,
20 Mortgage-Backed Certificates, Series 2006-C was
21 granted summary judgment over your objections, would
22 that surprise you?

23 A. After Goldman had my original
24 complaint thrown out on a technicality problem by
25 the court, nothing surprises me.

1 Q. Okay. Are you prepared to -- for
2 the possibility that you could lose your home
3 through the foreclosure process?

4 A. I am prepared to go do whatever it
5 takes to make sure this doesn't happen to anybody
6 else.

7 Q. How does that relate to your --

8 A. I don't care what happens to me. I
9 am prepared to go all the way to make sure that this
10 is known and what happened to me doesn't happen to
11 anybody else.

12 Q. Okay.

13 A. Including whatever reparations I
14 can get.

15 MR. SEIDEN: Can you mark this,
16 please.

17 (Document is marked Exhibit P-6 for
18 identification.)

19 Q. Please look at P-6.

20 Do you recognize this document?

21 A. This looks familiar.

22 Q. Okay.

23 A. Oh, I see a typo in it.

24 Q. What is this that we are looking at
25 here, P-6?

1 A. A letter to Litton.

2 Q. And what's the date of the letter?

3 A. February 25.

4 Q. February 25, 2009, a letter to Mr.
5 Julius Connor, care of Litton Modification
6 Department/Loss Mitigation Department, right?

7 A. Yes. This looks like something I
8 would have sent in February of 2008. But I'd have
9 to go back to my notes in my computer to look this
10 document up.

11 Q. Does the electronic signature on
12 page two look like the electric signatures on that
13 loan modification we looked at, P-4?

14 A. This would be an electronic
15 signature I would have used. But this would never
16 be on an agreement.

17 Q. Does this match P-4?

18 A. Not totally. I have more than one
19 electronic signature.

20 Q. Okay.

21 A. But you can look at it and see it's
22 not the same.

23 Q. So what are you telling Litton in
24 this February 25, 2009 letter?

25 A. Again, I don't know that the date

1 is correct. It could have been printed on there,
2 but not -- but the date could have been printed
3 wrong in the letter.

4 I am saying that I have challenges
5 that are leading to unpaid bills, that this was my
6 plan for recovery.

7 Yes, especially when I say I'm
8 delighted that Litton is -- especially when I read
9 that I'm delighted -- I'm reading from this
10 letter -- especially when I read that I am delighted
11 that Litton is willing to match the mortgage
12 refinance offer.

13 And I remember this because I had
14 just gotten this deal from Chase.

15 Q. On page two there's rental income
16 listed.

17 A. Yes.

18 Q. Was it another property that you
19 were renting out?

20 A. I have been renting rooms in my
21 house. I have had three different properties with
22 rental income. I don't know which one I was
23 referring to in this one.

24 Q. In 2008 or 2009, did you own more
25 properties than just this property?

1 A. Yes.

2 Q. Okay. So you are not -- and at the
3 same times, you were renting rooms out of this
4 property?

5 A. Probably.

6 Q. Who would you rent rooms out to
7 your house?

8 A. Students from Seton Hall.

9 Q. Is Seton Hall close to your house?

10 A. Yes.

11 Q. And do you still rent the property
12 out to students from time to time?

13 A. No.

14 I'm considering -- I'm trying to
15 figure out what's going to happen with this before I
16 do that.

17 Q. Okay. So the first page,
18 "Unforeseen challenges lead to unpaid bills, five
19 surgeries, extended radiation treatments, extended
20 physical therapy after auto accident, lengthy
21 illness and death of father, loss of business
22 revenue and income" --

23 A. Ah-huh.

24 Q. -- you don't recall your loan being
25 in default at this time?

1 A. I don't.

2 Again, when I wrote -- when -- this
3 letter sounds like something I would have written in
4 '08, not '09. And I don't remember which date led
5 to what.

6 But I do know that I had more than
7 enough money to pay my mortgage. And that's why I
8 sacrificed having people living with me, so that
9 there wouldn't be a problem with that.

10 MR. SEIDEN: Let's mark this.

11 (Document is marked Exhibit P-7 for
12 identification.)

13 Q. Do you recognize this document,
14 P-7?

15 A. This looks familiar because this
16 was when they said keep paying us and we'll get this
17 thing processed.

18 I think that was -- I have to go
19 back and look at my notes, but it was -- I lost my
20 clearance and Litton foreclosed a month or -- weeks,
21 not more than two months -- weeks after they sent me
22 something in writing and said just get us the money
23 and the information and we will make sure that this
24 modification is approved.

25 Q. In December of 2009, when you were

1 writing to Litton here, why aren't you saying I made
2 the three trial payments; what's going on?

3 A. Because they already got it. They
4 knew that they got them.

5 I -- again, I did what Litton told
6 me to do so they could process the paperwork for the
7 modification. I never expected I wasn't going to
8 get it.

9 Q. But this is around the winter time.

10 A. I gave them what they asked for,
11 nothing more, nothing less. They didn't need to
12 know about the trial payments that they had just
13 signed for.

14 And I will send you the FedEx
15 document that shows that they received it. I have
16 to look at the dates, but these are -- that's what I
17 am remembering.

18 I don't remember what dates they --
19 I'd have to look at the dates to see when they got
20 the payments, but I think it was right before this.

21 MR. SEIDEN: Here you go.

22 (Document is marked Exhibit P-8 for
23 identification.)

24 Q. Why don't you tell me what P-8 is.

25 A. A letter from Alan Dombrow, who was

1 with the Federal Reserve at that time, responding to
2 me.

3 Q. And what did you ask the Federal
4 Reserve Bank of New York to do?

5 A. I'd have to go back to the letter
6 that I wrote. But it was probably intervened
7 because of the problems I was having with Litton and
8 Goldman. And I don't know if Ocwen was in the game
9 by then.

10 Q. And what did Alan Dombrow tell you?

11 A. All this information that he got
12 from somebody that wasn't accurate.

13 Q. And what's not accurate?

14 A. As of August 9, Litton had not
15 received any of the trial payments required for the
16 non-HAMP modification.

17 Q. That's not exactly what it's
18 saying, is it?

19 Why don't you take a second and
20 read paragraph two in full to yourself.

21 A. I was reading from paragraph three.

22 Q. Yes. Don't skip two.

23 A. I was just answering your question.

24 Q. I said what did he say?

25 A. I thought you said what did he say

1 that was not true.

2 Q. Sorry. You're right.

3 A. So I was looking for the things
4 that weren't true.

5 I can go back and look at paragraph
6 two to see if it there is something that was not
7 true.

8 Q. No, I am sorry. You're right.

9 A. You want me to find more stuff in
10 here that's not true?

11 Q. I wanted you to just look at what
12 is said in the second paragraph.

13 The letter says, "Litton provided
14 us with letters dated July 26, August 11, 2010 that
15 provided a detailed history of your modification
16 requests. The letters Litton provided indicated
17 your that application for the HAMP could not be
18 accepted because your verified income was greater
19 than permitted when compared to the housing expenses
20 for which your responsible.

21 "When Litton processed your
22 application for the HAMP, your verified monthly
23 income to monthly housing expense payment ratio was
24 22 percent, below the 31 percent minimum needed to
25 qualify a person for the HAMP. The income-housing

1 ratio thresholds are from the HAMP guidelines
2 published by the Department of the Treasury."

3 A. Ah-huh.

4 Q. So they are saying that Litton
5 denied you for HAMP because you were making too much
6 money to qualify for HAMP.

7 A. And your question?

8 Q. Do you dispute that?

9 A. I'd have to go back to the
10 documents.

11 Remember, I had mentioned that
12 Litton had me provide many different financial
13 reports, cut different ways.

14 Q. Okay.

15 A. I don't know how they came up with
16 this percentage. I don't know which one they used.

17 Q. Okay.

18 A. And Litton made it clear to me that
19 if I didn't get HAMP, it didn't matter. They would
20 give it to me, anyway, if I made too much.

21 Q. Paragraph three says, "Since you
22 were not approved for HAMP, Litton agreed to review
23 your loan for an in-house modification. The process
24 for this non-HAMP modification required you to
25 resubmit a new application and enter into a new

1 trial period pursuant to the notice Litton sent to
2 you on March 16, 2010."

3 You are throwing your hands up.
4 Something wrong with that?

5 A. I don't remember that. It
6 doesn't -- I don't -- that doesn't necessarily, for
7 lack a better word, jibe with what I remember.

8 MR. SEIDEN: So, let's take a
9 pause.

10 (There is a brief recess.)

11 (Document is marked Exhibit P-9 for
12 identification.)

13 Q. Do you recognize P-9?

14 A. I don't remember. This sounds like
15 it could be possible.

16 But this was 2010. It didn't
17 matter. It wasn't -- I think it didn't matter by
18 this time because I had already lost everything.
19 They had already reneged on so many mods that I lost
20 the clearance.

21 I remember Litton coming back long
22 after everything was supposed to be done offering me
23 stuff. But all my income had been taken away by
24 that time because of what they did.

25 Q. So you didn't -- you wouldn't be

1 able to make the trial payments anyway?

2 A. No, because they took away my
3 income.

4 Q. And you had paid your -- what did
5 you call it -- uncollateralized debt?

6 A. And my federal contract, my federal
7 supply schedule, 20-year supply schedule was
8 canceled.

9 My -- oh, there's -- it's
10 documented. I am not going to go through it,
11 because it makes me upset.

12 But from December until that
13 summer, the shoe fell about four or five times
14 because of what they did.

15 Q. I'm not purposefully upsetting you.

16 A. I know you are not.

17 Q. But we are at a deposition today
18 where you have to tell me. It's not a strategy
19 session where you have to withhold information
20 because it would upset you. I am sorry about that.

21 If -- I would want you to answer as
22 long as Sal doesn't object.

23 And all these references you make
24 to paper would be given to Sal and then to me.

25 A. Absolutely.

1 Q. When you get this March 16, 2010
2 congratulations letter -- because that's the first
3 word -- first payment due May, second payment due
4 June, third payment due July, you are not paying
5 these because you don't want this at this point,
6 what is done is done.

7 A. Because I could not pay it.

8 Q. Okay.

9 A. Because by that time the federal
10 government withdrew the FEMA position that was going
11 to give me the past performance that was needed to
12 get the contract -- the task order that I was going
13 to get against my federal contract which I would be
14 starting in around March.

15 And I checked with -- it took them
16 too late -- took too long to come back and say -- by
17 that time the federal security clearance people had
18 already been told that I had paid the money and the
19 modification was imminent in December, and then they
20 foreclosed. So that made me look like a liar after
21 I had made sure that the money got there in time.

22 So I lost the clearance; I lost the
23 FEMA job; I lost the federal contract. There might
24 have been other things that I lost.

25 I don't remember exactly what

1 happened each time and the exact dates, but from
2 January after they cashed my last check for the next
3 several months, I lost, I lost, I lost, I lost.

4 So how am I, in the financial
5 industry, a financial person, going to go back and
6 say I want to handle your operations, your
7 financials, but I just lost a security clearance and
8 I can't pay my mortgage?

9 I was dead in the water by that
10 point.

11 Q. Okay.

12 A. Too little, too late.

13 Q. The Federal Reserve is telling you
14 that they reviewed you for HAMP; you didn't qualify.

15 A. That's not true.

16 Q. What's not true?

17 A. What you just said.

18 Q. Which part is not true?

19 A. The whole thing.

20 Q. The letter says --

21 A. The letter says -- Federal Reserve
22 doesn't review me for HAMP.

23 Q. The response from the Federal
24 Reserve says that Litton reviewed you.

25 A. The response says Litton reviewed

1 me.

2 Q. And the letter from HAMP says, here
3 is a trial plan.

4 A. That's not from HAMP.

5 Q. P-9 -- P-8 says you were given an
6 in-house modification trial plan on March 16. So I
7 got the March 16 letter out and we made it P-9.

8 So what is being said here is you
9 didn't qualify for HAMP, but they gave you this
10 option. And you are telling me it was too late,
11 right?

12 A. Let me correct you on one thing.
13 Let me correct you by reading from P-8.

14 The letter -- the letters Litton
15 provided indicated that "Your application for the
16 HAMP could not be accepted because your verified
17 income" -- Litton said that, not the Federal
18 Reserve. The Federal Reserve was rehashing what
19 Litton said.

20 So now that we have done that, that
21 was -- I don't remember the dates. But this -- now
22 you are asking about this letter that says now we
23 want to offer you money.

24 That was after everything that I
25 had been working for for the past 40 years had been

1 taken away because they lied about giving me the
2 modification when I was supposed to get it.

3 And I went back to Homeland
4 Security and I wasn't going -- not only was I not
5 going to get the FEMA thing, they were taking away
6 my federal contract because of that.

7 So how am I going to get money?
8 Now you have taken all my money; I have already paid
9 off my uncollateralized debt based on what was
10 supposed to have happened; you are taking all my
11 earning power away from me and it's going to take me
12 a long time to recoup that because you have
13 decimated my reputation upon which I built my
14 business and my career.

15 MR. SEIDEN: Let's take a break.

16 (Discussion off the record.)

17 (There is a brief recess.)

18 BY MR. SEIDEN

19 Q. I want to go back to talk about one
20 of my very first questions.

21 Tell me what you do for work today.

22 A. Right now I'm on disability. I
23 released -- I have used my mind as I can because
24 I -- physically, I can't do very much.

25 So I released a book last fall. I

1 had a publisher publish a book last fall,
2 Leading-Edge Marketing.

3 Like I said, I couldn't walk; I
4 couldn't talk on the phone. I can use a computer.

5 Q. And what else do you do?

6 A. I still -- right now, I'm doing
7 everything I can with my limitations to keep the
8 business going to get positioned.

9 I may as well tell you this: Next
10 month I am a judge at the Securities Alliance that
11 St. John's University puts on.

12 I have been selected as a judge for
13 the International MBA Case Competition in other
14 countries.

15 I am trying to maintain
16 relationships and write articles and do things that
17 I can so that by the time I am physically healed, I
18 will be able to jump back in to doing my business,
19 not at the level I did before.

20 I can't rebuild that at 60, but I
21 plan to do something like that.

22 I might -- I don't know. It
23 depends on what will be available. But I have been
24 A consultant.

25 Q. I don't want to ask what you have

1 been.

2 Does anyone give you checks or your
3 company checks?

4 A. For what?

5 Q. Anything.

6 A. When I arbitrate a case.

7 Q. That's --

8 A. I know. I'm not trying -- I am
9 trying to be honest. When I arbitrate a case.

10 Q. You hadn't told us on the record
11 that you were an arbitrator yet. That is what I was
12 getting at.

13 A. Well, on the phone. The last time
14 I physically went to appear at an arbitration was in
15 the midst of all this, and that's when I realized
16 how sick I was.

17 I haven't done that yet, but the
18 FINN arbitrations are by phone.

19 So when they send me the little bit
20 of money, they send it, and it goes into my company
21 and it keeps things -- doing everything to keep that
22 going.

23 Q. And is being an arbitrator and
24 selling a book your -- and your disability
25 payment -- your only source of income?

1 A. Yeah, right now, because I'm trying
2 to -- I would like to get another renter, but it
3 depends on what we do here.

4 Q. Is your physical injury from the
5 car accident that was listed in the letter?

6 A. No.

7 Q. What is your physical injury?

8 A. What -- the health problem that I
9 am going through now is because of the stress from
10 this -- from this case.

11 Q. What health problem?

12 A. Hypertension.

13 Q. Hypertension. And you have been
14 going to doctors for hypertension?

15 A. I have several doctors that will
16 attest that the hypertension is because of this.

17 Q. And you are getting the doctors'
18 records to Sal for your responses?

19 A. I can get two current letters.

20 I am talking to a doctor yesterday
21 who said no problem -- because he said he knew I was
22 coming here -- I could see your tenseness just from
23 me trying -- he could see it from yesterday.

24 So I have one, two, three -- I
25 expect at least five doctors because you went back

1 to DC. So I called my doctors in DC.

2 Q. Your ailments are only related to
3 this --

4 A. Yes, because I was -- I was healed.
5 I had the surgery. I had a knee replacement and a
6 hip replacement in 2011. And nothing -- everything
7 was going well.

8 I was pretty much all healed and
9 then something happened with this. And in 2012 -- I
10 think it was -- but in 2012, I was in the hospital
11 twice.

12 Q. For what?

13 A. Hypertension, all stress-related.

14 Q. But 2012 isn't 2009, 2010 when --

15 A. No, it finally took hold of me. I
16 was dealing with that all along, but it didn't put
17 me in the hospital until then.

18 I thought this would have been
19 settled years ago. Remember, I filed against
20 Goldman and Litton when they wouldn't listen and
21 they got it thrown out. I have been trying to
22 resolve this for a long time.

23 They completely dismissed me.

24 Q. So you are saying that you had
25 hypertension in 2009 and 2009?

1 A. No.

2 Q. No? What did you have in 2009 and
3 2010?

4 A. In '09 and '10, I had problems with
5 my knees. I had to do a lot of movement in putting
6 together what I had to do to comply with this
7 modification.

8 I sold one house. I moved -- I was
9 maintaining two residences. I had to move twice to
10 try to deal with this. And it took its toll on my
11 knee and hip. And I finally had to get new ones in
12 2011.

13 And then hypertension. And then
14 after that, everything should have been settled,
15 just listen so we can try to work something out so
16 it wouldn't have been dragged on for years. And
17 they didn't.

18 So by 2012 -- I didn't believe it
19 because my doctors helped me realize it -- that I
20 was dealing with it, I was doing it, but it was
21 taking a toll on me.

22 Q. And as far as your -- we will call
23 it emotional distress -- everything -- there's
24 nothing else going on in your life from 2008 to
25 today that has anything to do with that?

1 A. Nothing affects me like this.

2 Nothing has affected me like this.

3 This has been a life's goal. This
4 is what I -- I worked -- told you about it, you have
5 heard it already in the deposition, about how
6 this -- my efforts have gotten where I had arrived
7 five, six years ago, started like 40 years ago.

8 I made major achievements and it
9 was snatched right out from under me.

10 Q. And besides hypertension, what else
11 have you been treated for by doctors?

12 MR. SANCHEZ: I am going to object
13 to the form.

14 You can answer.

15 A. Yeah, I don't know that all of my
16 health history has to be put on the record based on
17 what you have done.

18 But I will tell you about the
19 hypertension that I have been treated for. And
20 that's been the problem.

21 Q. Okay. So your complaint for
22 emotional distress against all the defendants is
23 just hypertension?

24 A. I don't know if that's just limited
25 to that.

1 Q. You have to know.

2 A. Why do I have to know?

3 Q. Because your complaint -- it's your
4 complaint and I'm asking you today under oath what
5 else you have been treated for because of this
6 situation.

7 A. I don't know if hypertension is a
8 broad enough term to encompass everything. I have
9 to ask the doctors.

10 I can have my doctors better answer
11 that question than I. And that can happen. That's
12 not a problem. I have two letters. My doctors can
13 respond to that better than I can.

14 Just really being honest.

15 Q. You have saved quite a bit of files
16 and you are going to get me more.

17 Are you the type of person that's
18 going to discard anything or is everything we are
19 going to get after the next time your attorneys give
20 me documents everything?

21 A. Everything that is relevant to this
22 case. I keep all kinds of stuff.

23 Q. Do you throw things away or do you
24 keep --

25 A. Oh, you mean after I give it to

1 him, do I have a copy?

2 Q. No.

3 A. I don't understand your question.

4 Q. My concern is this: Later, down on
5 the road, you say, oh, I have this document and you
6 never gave it to Sal, so Sal couldn't give it to me.

7 What I am saying is if you give him
8 everything, is there going to be more after that?

9 A. I have to stop and think back.

10 The only thing I can think of now
11 that he hadn't gotten was my correspondence with the
12 SEC.

13 Q. I can tell you you haven't produced
14 payments. I saw one photocopy that had two
15 certified checks in it somewhere in that thousands
16 of payments. That was it.

17 A. That's before I began putting
18 everything together for the interrogatories that we
19 haven't finished. I have given more payments.

20 There is also a document that I
21 gave to the Department of Justice, the Federal
22 Mortgage Working Fraud Group. I can give you that,
23 too. I don't know if he has that.

24 Q. I don't think he has that.

25 A. Yes, I can give him that.

1 That, and my correspondence with
2 the SEC are the two things that I can think of, you
3 know.

4 Until you ask for something, I
5 don't think about whether I have it or whether it's
6 relevant.

7 But those two documents I can think
8 of, so I will get that to the -- and I'll get the
9 copy of what I gave to the Federal Mortgage Task
10 Group.

11 THE WITNESS: You will help me
12 remember, right?

13 MR. SANCHEZ: Yes.

14 THE WITNESS: I know you said yes.
15 But I am kind of tired, so I won't
16 remember it.

17 Q. Do you still have a second mortgage
18 on the property?

19 A. It's still out there. It hasn't
20 been paid because I didn't get money. All my money
21 is gone.

22 Q. Did they ever -- this was with
23 Chase?

24 A. Yes.

25 Q. Is it still with Chase?

1 A. Yes.

2 Q. Did they ever file their own
3 foreclosure?

4 A. I don't know.

5 Q. Did they ever attempt to collect?

6 A. Oh, yes.

7 Q. Did they call you?

8 A. I had a 25-year, excellent payment
9 history with Chase until this happened.

10 They gave me a fixed three-percent
11 rate. They gave me a great deal. I should have
12 gone with them, but --

13 Q. Why was the contract that you were
14 looking for from -- was it FEMA -- why was that
15 canceled?

16 A. Because I filed the security
17 clearance and I got -- you can't work for FEMA
18 without a clearance, and you can't get a clearance
19 when you are behind on your mortgage, when you are
20 foreclosed on.

21 So I told the security -- I have a
22 letter that I had sent to the security -- I am
23 sorry. I am sorry.

24 I have correspondence that I sent
25 to the federal clearance people that I have not

1 given anyone because generally you can't release
2 information for -- from D-H-S-O-D-O-D without their
3 approval.

4 So I didn't know if I should give
5 that to you. But I will send --

6 Q. You are supposed to ask your
7 attorney. They can line things out.

8 A. Oh --

9 Q. They can file for protective
10 orders. They can do a lot of things. You have to
11 consult with your attorney. You can't make a
12 unilateral decision relevant to your damages.

13 A. So, to answer your question, other
14 potential correspondence with me and the SEC about
15 this, me and the Federal Mortgage Fraud Task Group
16 about this, and the Security Clearance officials
17 about this.

18 Q. So do you have a document in your
19 possession from FEMA that says your contract is
20 canceled, you are in foreclosure, you are not
21 allowed to get a security clearance, or would that
22 come from someone else?

23 A. I have something from FEMA that
24 says -- they are more succinct. They say you have
25 been denied; we have to retract this job; you can't

1 have this anymore.

2 Q. Because?

3 A. They don't say that. The federal
4 government doesn't go on record saying that.

5 Q. How are you supposed to know --

6 A. People like me, doing that for many
7 years, it's very obvious.

8 And the letter I got from the
9 Federal Clearance people outlined Litton, and I told
10 them this is the modification; it's coming right
11 after I got my check. And then they foreclosed, so
12 it made me look like a liar.

13 Q. And you can get those documents to
14 Sal? And he'll decide how he should turn them over.

15 A. Yes.

16 Q. So you will be responding to the
17 interrogatories shortly?

18 A. I will be responding. We are
19 working them out with one of the other attorneys
20 working on it.

21 Q. I talk to Adam all the time. I
22 will talk to him about when we are going to get
23 those.

24 A. Okay.

25 Q. Do you have any other outstanding

1 judgments? Not "other". I shouldn't use the word
2 "other".

3 Do you have any outstanding
4 judgments?

5 A. Against me, not that I am aware,
6 other than the foreclosure.

7 Q. It isn't a judgment?

8 A. Oh.

9 Q. No credit cards, besides the second
10 mortgage?

11 A. Oh, there was Capital One. I think
12 they may have gotten a judgment against me for late
13 payment. But that was after.

14 I don't know if that's outstanding
15 or not. I have to check.

16 Because they also gave me something
17 in writing confirming they got the money. So, I
18 don't know where that stands now.

19 Q. And do you know about how much you
20 owe on the Chase second mortgage?

21 A. Give or take a hundred fifty
22 thousand.

23 I could be off by -- I haven't
24 looked at that since -- since Litton foreclosed,
25 because they reneged on the offer, so --

1 Q. Do you have any letters from Litton
2 that say you were denied a loan modification?

3 A. I don't remember.

4 If I got anything from them, it was
5 when Noel Connolly said, don't worry. This will go
6 through as soon as possible as I receive the checks
7 from you again.

8 Q. And I have -- we have already
9 discussed how you will provide proof of any of these
10 payments to Litton.

11 A. Yes.

12 Q. Do you have any receipt or any
13 evidence they applied the money?

14 A. I can show who signed for it
15 because I sent it Fedex to make sure if they weren't
16 doing it right that I would have proof.

17 Q. What I am looking for is just the
18 proof that the payments were made timely. And you
19 can do that by providing whatever you wish.

20 A. Okay.

21 Q. It's your recollection that there
22 were two -- were there two trial plan offers and
23 then -- or was there just one?

24 A. I don't know how Litton -- I don't
25 know how Litton did the paperwork.

1 I know that in my understanding I
2 was trying to get a trial. They gave it to me.
3 They sent the checks back. They said, don't worry;
4 we will get this through; just get us the checks.

5 So I don't know if they called --
6 in doing that, they got me a second or third trial.
7 I don't know that. I just know that I expected a
8 modification.

9 Q. Okay.

10 A. And I don't know how many times
11 they filed papers or did things. Especially after
12 seeing this. I don't know.

13 Q. Seeing what?

14 A. The two different -- two different
15 loan notes within months of each other.

16 MR. SEIDEN: I think we are good.

17 (Discussion off the record.)

18 MR. SEIDEN: I spoke too soon.

19 CONTINUED DIRECT EXAMINATION BY MR. SEIDEN:

20 Q. Just going to show you a couple
21 more documents, just to -- just to see if you got
22 them and if they refresh any recollection.

23 A. Okay.

24 (Discussion off the record.)

25 (Document is marked Exhibit P-10

1 for identification.)

2 Q. When was the FEMA contract
3 canceled?

4 A. Within months after they foreclosed
5 after taking my checks.

6 Q. That doesn't help me.

7 A. I don't know the exact date.

8 Q. It was in January -- not January.
9 It was in 2010.

10 A. I'm losing the dates and times.

11 Q. All right. All right.

12 A. When did the check get received?
13 When did I send the check to Litton?

14 Q. I don't know that.

15 What I know is that when I gave you
16 the March 16, 2010, with what was the in-house
17 modification, you said it was too late.

18 A. Yes. So this is my guess, to the
19 best of my recollection.

20 Q. That's what I want.

21 A. I think I gave them the check
22 November, 2009, because there was some document in
23 here that said it had been extended to November.

24 So, then, in December the security
25 people were saying we are about finished with your

1 security clearance, just show us what's going on
2 with Litton. And I gave them that.

3 Then Litton foreclosed. Then
4 Litton said give me another check in January so we
5 can reverse everything; we are done because it was a
6 mistake.

7 And, then, after that, every month
8 something I lost. Like I lost the security
9 clearance; I lost the contract; I lost something
10 else.

11 So from -- that would be from
12 January until probably April there were major losses
13 that were irreversible. When you lose a clearance,
14 you hardly ever get one again.

15 Q. Okay.

16 A. And the federal contract took years
17 to get. So that gives you an idea.

18 But the exact date, I don't
19 remember. But I can get that to you because I know
20 I had something that documents the times.

21 Q. There are letters from all sorts of
22 times, and so it's, you know, important to have a
23 time line.

24 A. I know.

25 Q. You say the word "mistake". Did

1 someone say that to you, the word "mistake"?

2 A. I don't remember.

3 Q. And it's your opinion that it was a
4 mistake?

5 A. Yes.

6 Q. And that what was the mistake?

7 A. Well, I'm not sure if it was a
8 mistake or deliberate.

9 Q. What was a mistake or deliberate?

10 A. I don't know. What were you asking
11 me about?

12 Q. There has to be something you can
13 point to when you are saying that they said, we are
14 sorry; it was a mistake.

15 A. Oh, you are talking about at the
16 end of the year when they got me to give them more
17 money.

18 Q. Okay.

19 A. Because I had already given them
20 all the checks that were supposed to get that, and
21 they said -- then they foreclosed.

22 Then they said, get us another
23 check and we can get all these papers through,
24 because I'm, like, you told me this; and maybe if I
25 can get this right away, I will be able to still get

1 the clearance.

2 Q. Right.

3 A. So I sent them another check. I
4 don't remember if it was one or two. But I know I
5 sent them another check.

6 And I know it was cashed in January
7 because I found out from a friend who was an
8 attorney that it's illegal to cash a check in New
9 Jersey after you foreclose.

10 That's why that stood out in my
11 mind. I don't know if that's true, again. I am
12 sorry.

13 MR. SEIDEN: Consult your attorney.

14 THE WITNESS: No, it wasn't you
15 guys. They are not the first attorneys
16 that I was speaking to about this. This
17 went on for years.

18 So did I answer your question.

19 MR. SEIDEN: Sort of.

20 Q. Here's P-10.

21 Do you know -- do you recognize
22 that document?

23 A. I don't. This is from four years
24 ago. If I gave it to you, I'll go back in my notes,
25 probably.

1 Q. You did not give it to me.

2 A. Okay.

3 I don't remember. I don't see
4 this.

5 Q. But, again, is this too late, this
6 letter when it's explained to you everything that's
7 transpired?

8 A. Yes, everything was lost by then.
9 I don't remember seeing this.
10 I remember seeing, I think,
11 possibly this one. I remember them coming.

12 Q. What --

13 A. I don't remember this.

14 Q. P-9?

15 A. P-9.

16 I remember them coming back after I
17 had lost everything saying, are you kidding, and
18 couldn't get it done by then because they had
19 already taken all the money.

20 So, anyhow, that was too late.

21 I don't know that I remember seeing
22 this one from June. And this is so late that --
23 this is three months later?

24 I don't remember that. But by that
25 time I was already trying to figure out what I could

1 do to fix this. And only thing I could think of
2 after awhile was to sue.

3 Q. What can you tell me in terms of
4 your damages?

5 How have you been harmed
6 financially?

7 A. I used to make money in a -- I made
8 a strong six-figure salary. I haven't made that
9 since this happened.

10 Q. What is a strong six-figure salary?

11 A. Well, it wasn't a million. It was
12 between quarter of a million and half a million.

13 Q. And you made that for what years?

14 A. I have to go back and look it up.

15 Q. Give me a round-about.

16 A. I have to go back. I can't do
17 that, honestly. I will look it up and get it to
18 you, but really, honestly, I'd have to go back and
19 see what years.

20 I do know that I went from having a
21 good income to it just going -- drying up.

22 Q. It couldn't have been past 2008,
23 could it have been?

24 A. I doubt it because they foreclosed
25 in 2009. It wasn't after I paid off all the

1 uncollateralized -- what did I pay off?

2 I don't know. I don't know.

3 Because I made that huge pay off in '09. So I don't
4 know. I'd have to go back and see.

5 Q. How much did you pay off in '09?

6 A. Oh, 70, 80,000.

7 Q. Do you have any idea how delinquent
8 your loan was at that time?

9 A. No, because they were giving me the
10 modification.

11 We had -- that's after I said, give
12 it to me in writing and then I'll send you the
13 check, that this will be done, and I'll FedEx it.

14 And so I didn't expect after they
15 gave it to me in writing that they wouldn't have
16 done what they said.

17 Q. Do you think you were 70 or \$80,000
18 behind?

19 A. No, I paid off -- I don't
20 understand your question. I'm sorry.

21 Q. So in 2008, a letter or there's
22 correspondence with Litton maybe at the beginning of
23 '09, late '08 that says -- it was '09, but you are
24 telling me the letter might have been '08, and you
25 might have just had a typo.

1 Remember that?

2 A. Yes.

3 Q. Where you explained to Litton you
4 were having difficulties.

5 If that's 2009, and the
6 difficulties started in 2008, then you weren't
7 making a quarter million dollars or more in 2008.

8 A. Keep in mind that I am not a W-2
9 employee.

10 Q. Okay.

11 A. I can pay myself what I want to
12 when I need to make it work financially for me.

13 Q. Okay. But if you weren't making --
14 strike that.

15 What was going to be your expected
16 revenue when you got the FEMA contract?

17 A. Oh, once I got it?

18 Q. Yes.

19 A. Within a year I was going to close
20 a 20 million dollar contract that was pending.

21 Remember, I mentioned I was
22 selected by Homeland Security.

23 Q. Twenty million dollars a year or
24 over a set period of years?

25 A. That would have been one of several

1 contracts and that would have been over probably
2 three years, if I remember correctly.

3 Q. So you would get \$20 million over
4 three years?

5 A. That was the first. There would be
6 other contracts coming, too.

7 Q. What else was there?

8 A. I'd have to go back and look at
9 that.

10 I did put together a projection
11 which showed what contracts and how much I would
12 make over what period of time as a result of finally
13 being selected by Homeland Security to be a
14 preferred vendor, going in and meeting with
15 everybody, getting the FEMA contract so that I could
16 personally have past performance with the government
17 and personally have a clearance so I can get my
18 company a clearance.

19 So I have projections of all those
20 contracts. It's in a spreadsheet. I have to find
21 it and give it to you.

22 Q. Were you guaranteed \$20 million or
23 was it you had to wait for other people to hire you
24 and you projected it to be \$20 million?

25 A. It -- it doesn't work like that.

1 Nothing is guaranteed with the government but death
2 and taxes.

3 Q. So, then, how -- sorry.

4 A. The way it works is that you build
5 up a relationship; you build up credibility; you go
6 to lots of meetings; you deliver proposals that show
7 you are capable of doing this; you show the
8 financial ability.

9 I had companies that were willing
10 to back me on \$50 million contracts. I have brought
11 in West Point graduate who was a mentor in one of my
12 meetings and he was actively with the company.

13 We did everything we needed to do
14 for a few years.

15 And then I was one of two companies
16 to -- selected to go into private DHS meetings with
17 prime contractors and say these are the companies we
18 select; this is the company that you should look at
19 giving subcontracts to.

20 Once I did that and met with all
21 their major contractors -- because we had one-on-one
22 meetings with them all, with their prime
23 contractors.

24 And I was hand-selected by the
25 Department of Homeland Security. I had to go

1 through a security evaluation to get into these
2 meetings.

3 Then people -- then I looked at --
4 they knew I was on their radar. So now I was in a
5 position to be able to bid on it. But to be able to
6 bid and win it, we wanted you to have current
7 experience with the agency.

8 So the only way you can do that
9 without giving up your company, Miss Williams, is to
10 become a FEMA contractor because you go and you
11 accept cases, assignments when you are willing to do
12 it, and you can have other people in your company
13 work for you while you are doing this.

14 The moment you become a FEMA
15 contractor, you get your clearance. The moment you
16 get the offer, then they start the clearance
17 process.

18 I went down to -- this is too long.

19 Q. Just answer. It's all right.

20 A. Got all my finger printing and that
21 stuff, got the job offer from FEMA, and then I was
22 going through the security process, clearance, and
23 we had almost finished the clearance process when I
24 had to answer just a few questions.

25 And that's when Litton reneged on

1 the offer and I lost that.

2 So I forgot -- I was trying to give
3 you the whole answer, but I had -- getting me --
4 making sure that I had an offer from FEMA would put
5 me in a position so that my company would be able to
6 earn a company clearance.

7 Q. But doesn't it just put you in a
8 position to be hired? It doesn't get you hired.

9 A. Oh, it -- it depends on who you are
10 talking to.

11 Q. Well, I'm talking to you.

12 A. I believe that after doing all of
13 that, getting a task order is what you are calling
14 higher, but getting a task order on my contract that
15 already existed was imminent after I did these
16 steps.

17 Q. So it's not like I am a lawyer and
18 I call all these banks saying, I do bank work, hire
19 me? It's not like that?

20 A. No.

21 When you are dealing with the
22 Department of Defense, of who I have had a
23 contract -- a task order with, and you are dealing
24 with the Department of Homeland Securities -- I
25 don't know -- have you ever been a soldier or worked

1 for --

2 MR. SEIDEN: Off the record.

3 (Discussion off the record.)

4 Q. So to clarify my original question,
5 I wanted you to itemize the damages that you believe
6 you suffered from all the defendants.

7 A. Okay.

8 Q. So can you tell us what you
9 expected or what you thought you would get, and
10 whether you have any proof of it, if everything
11 would have gone smoothly with your FEMA and
12 Department of Homeland Security clearances?

13 A. Okay. That's easy.

14 I estimated that within a five-year
15 period I would have been awarded at least six
16 hundred million in contracts that would have lasted
17 over five to 15 years.

18 Q. Okay. And that is company money,
19 six hundred million dollars to your company?

20 A. Yes.

21 Q. And how much of that would have
22 been a profit?

23 A. Generally, the profit is 15 to 25
24 percent, depending on which task order I was given.

25 Yeah, that's without going into

1 more detail.

2 Q. And, then, my last question is can
3 you break that down as to -- I'll use the word
4 "fault", whose fault would that be?

5 A. All your clients. I don't know how
6 to break it down any different than that.

7 Q. But if Ocwen wasn't even servicing
8 your loan, how could that been Ocwen's fault?

9 A. I wouldn't have -- I could have
10 possibly recovered if Ocwen had not continued to try
11 and collect, and we could have tried to do this.

12 But it's less of Ocwen's fault on
13 that six hundred and some million -- I don't know
14 that I can quantify -- than anybody else.

15 Q. In March Litton sends you -- of
16 2010 -- Litton sends you another deal, and you say,
17 too late; I can't do this. But Ocwen doesn't start
18 servicing this until 2011.

19 A. That's why I said what I just said.

20 Q. I'll ask again.

21 Besides not giving you a
22 transaction history and being your loan servicer,
23 what has Ocwen done to you?

24 MR. SANCHEZ: I will just object to
25 the form of the question.

1 But go ahead.

2 A. I think I answered this about two
3 hours ago.

4 But -- but -- really, I am
5 remembering this.

6 Remember, I said they kept calling
7 and kept asking without addressing any of my
8 questions.

9 It's like badgering. Doesn't
10 matter what you thought, just give us money.

11 Q. So it was communication?

12 A. Yes, asking -- communication that
13 asks for money that I didn't believe was due and
14 they wouldn't even make the effort to work with me
15 on validating it.

16 MR. SEIDEN: I think we are good.

17 (Time noted: 2:30 p.m.)

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C E R T I F I C A T E

I, TERRI CASALEGGIO, a Certified Court Reporter within and for the State of New Jersey, do hereby certify:

I reported the proceedings in the within entitled matter, and that the within transcript is a true record of such proceedings.

I further certify that I am not related by blood or marriage, to any of the parties in this matter and that I am in no way interested in the outcome of this matter.

IN WITNESS WHEREOF, I have hereunto set my hand this 16th day of October, 2014.

TERRI CASALEGGIO, C.S.R.
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SUPERIOR COURT OF NEW JERSEY

HSBC Bank USA, National Association as
 Trustee for Fremont Home Loan Trust 2006-
 C, Mortgage-Backed Certificates, Series
 2006-C

Plaintiff

Veronica Williams, et als.

Defendant, Pro Se

IN THE SUPERIOR COURT OF NEW JERSEY
ESSEX COUNTY
CHANCERY DIVISION

Case No. F – 000839-13

**BRIEF TO MEET MOTION DEFICIENCY
 IN RESPONSE TO CHC2019204674:**
**EXECUTE INJUNCTON AGAINST SALE OF
 541 SCOTLAND ROAD, SOUTH ORANGE, NJ,
 and DISMISS FORECLOSURE, and
 DISMISS MORTGAGE AGAINST 541
 SCOTLAND ROAD, S. ORANGE, NJ**

RELATED CASES:

U.S. Court of Appeals, Third District 19-1032
 U.S. District Court of NJ Case 2:16-cv-05301-ES-JAD
 NJ Case Docket No. ESSX L – 004753-13
 NJ Case Docket No. ESSX L – 000081-11

**BRIEF TO MEET MOTION DEFICIENCY IN RESPONSE TO
 TRANSACTION ID CHC2019204698
 IN SUPPORT OF MOTION FOR:
 INJUNCTION AGAINST THE SALE OF 541 SCOTLAND ROAD, S. ORANGE, NJ AND
 DISMISSAL OF FORECLOSURE AND
 DISMISSAL OF MORTGAGE**

ENCLOSURES

Documents Not Allowed at May 10, 2019 Hearing

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CORRECT MORTGAGE AMORTIZATION SCHEDULE

Principal \$85,330 (CORRECT \$35,339)Term 30 year Fixed Interest 7% Monthly Pmt. \$1,443 Tax +Insurance

Monthly Taxes + Insurance \$875.00 Tax Annual \$8,000 Insurance Annual \$2,500 Extraneous Fees 15%

Date	Interest	Principal	Balance	Monthly P+I	Monthly Pmt	Principal Pd Annually	Principal Paid to Date	Interest Paid to Date	Extraneous Fees
Mar, 2007	\$498	\$70	\$85,330	\$568	\$1,443.00			\$498	\$216.45
Apr, 2007	\$498	\$70	\$85,259	\$568	\$1,443.00			\$996	\$216.45
May, 2007	\$497	\$71	\$85,188	\$568	\$1,443.00			\$1,493	\$216.45
Jun, 2007	\$497	\$71	\$85,117	\$568	\$1,443.00			\$1,990	\$216.45
Jul, 2007	\$497	\$72	\$85,046	\$569	\$1,444.00			\$2,487	\$216.60
Aug, 2007	\$496	\$72	\$84,973	\$568	\$1,443.00			\$2,983	\$216.45
Sep, 2007	\$496	\$72	\$84,901	\$568	\$1,443.00			\$3,479	\$216.45
Oct, 2007	\$495	\$73	\$84,828	\$568	\$1,443.00			\$3,974	\$216.45
Nov, 2007	\$495	\$73	\$84,755	\$568	\$1,443.00			\$4,469	\$216.45
Dec, 2007	\$494	\$74	\$84,681	\$568	\$1,443.00			\$4,963	\$216.45
2007									
Jan, 2008	\$494	\$74	\$84,607	\$568	\$1,443.00			\$5,457	\$216.45
Feb, 2008	\$494	\$75	\$84,532	\$569	\$1,444.00			\$5,951	\$216.60
Mar, 2008	\$493	\$75	\$84,457	\$568	\$1,443.00			\$6,444	\$216.45
Apr, 2008	\$493	\$75	\$84,382	\$568	\$1,443.00			\$6,937	\$216.45
May, 2008	\$492	\$76	\$84,306	\$568	\$1,443.00			\$7,429	\$216.45
Jun, 2008	\$492	\$76	\$84,229	\$568	\$1,443.00			\$7,921	\$216.45
Jul, 2008	\$491	\$77	\$84,152	\$568	\$1,443.00			\$8,412	\$216.45
Aug, 2008	\$491	\$77	\$84,075	\$568	\$1,443.00			\$8,903	\$216.45
Sep, 2008	\$490	\$78	\$83,997	\$568	\$1,443.00			\$9,393	\$216.45
Oct, 2008	\$490	\$78	\$83,919	\$568	\$1,443.00			\$9,883	\$216.45
Nov, 2008	\$490	\$79	\$83,841	\$569	\$1,444.00			\$10,373	\$216.60
Dec, 2008	\$489	\$79	\$83,762	\$568	\$1,443.00			\$10,862	\$216.45
2008									
Jan, 2009	\$489	\$80	\$83,682	\$569	\$1,444.00			\$11,351	\$216.60
Feb, 2009	\$488	\$80	\$83,602	\$568	\$1,443.00			\$11,839	\$216.45
Mar, 2009	\$488	\$80	\$83,521	\$568	\$1,443.00			\$12,327	\$216.45
Apr, 2009	\$487	\$81	\$83,441	\$568	\$1,443.00			\$12,814	\$216.45
May, 2009	\$487	\$81	\$83,359	\$568	\$1,443.00			\$13,301	\$216.45
Jun, 2009	\$486	\$82	\$83,277	\$568	\$1,443.00			\$13,787	\$216.45
Jul, 2009	\$486	\$82	\$83,195	\$568	\$1,443.00			\$14,273	\$216.45
Aug, 2009	\$485	\$83	\$83,112	\$568	\$1,443.00			\$14,758	\$216.45
Sep, 2009	\$485	\$83	\$83,029	\$568	\$1,443.00			\$15,243	\$216.45
Oct, 2009	\$484	\$84	\$82,945	\$568	\$1,443.00			\$15,727	\$216.45
Nov, 2009	\$484	\$84	\$82,860	\$568	\$1,443.00			\$16,211	\$216.45
Dec, 2009	\$483	\$85	\$82,776	\$568	\$1,443.00			\$16,694	\$216.45
2009									\$0.00
Jan, 2010	\$483	\$85	\$82,690	\$568	\$1,443.00			\$17,177	\$216.45
Feb, 2010	\$482	\$86	\$82,605	\$568	\$1,443.00			\$17,659	\$216.45
Mar, 2010	\$482	\$86	\$82,518	\$568	\$1,443.00			\$18,141	\$216.45
Apr, 2010	\$481	\$87	\$82,431	\$568	\$1,443.00			\$18,622	\$216.45
May, 2010	\$481	\$87	\$82,344	\$568	\$1,443.00			\$19,103	\$216.45
Jun, 2010	\$480	\$88	\$82,256	\$568	\$1,443.00			\$19,583	\$216.45
Jul, 2010	\$480	\$88	\$82,168	\$568	\$1,443.00			\$20,063	\$216.45
Aug, 2010	\$479	\$89	\$82,079	\$568	\$1,443.00			\$20,542	\$216.45
Sep, 2010	\$479	\$89	\$81,990	\$568	\$1,443.00			\$21,021	\$216.45
Oct, 2010	\$478	\$90	\$81,900	\$568	\$1,443.00			\$21,499	\$216.45
Nov, 2010	\$478	\$90	\$81,809	\$568	\$1,443.00			\$21,977	\$216.45
Dec, 2010	\$477	\$91	\$81,718	\$568	\$1,443.00			\$22,454	\$216.45

CORRECT MORTGAGE AMORTIZATION SCHEDULE

Principal \$85,330 (CORRECT \$35,339)Term 30 year Fixed Interest 7% Monthly Pmt. \$1,443 Tax +Insurance

Monthly Taxes + Insurance \$875.00 Tax Annual \$8,000 Insurance Annual \$2,500 Extraneous Fees 15%

Date	Interest	Principal	Balance	Monthly P+I	Monthly Pmt	Principal Pd Annually	Principal Paid to Date	Interest Paid to Date	Extraneous Fees
2010									
Jan, 2011	\$477	\$91	\$81,627	\$568	\$1,443.00			\$22,931	\$216.45
Feb, 2011	\$476	\$92	\$81,535	\$568	\$1,443.00			\$23,407	\$216.45
Mar, 2011	\$476	\$93	\$81,442	\$569	\$1,444.00			\$23,883	\$216.60
Apr, 2011	\$475	\$93	\$81,349	\$568	\$1,443.00			\$24,358	\$216.45
May, 2011	\$475	\$94	\$81,256	\$569	\$1,444.00			\$24,833	\$216.60
Jun, 2011	\$474	\$94	\$81,162	\$568	\$1,443.00			\$25,307	\$216.45
Jul, 2011	\$473	\$95	\$81,067	\$568	\$1,443.00			\$25,780	\$216.45
Aug, 2011	\$473	\$95	\$80,972	\$568	\$1,443.00			\$26,253	\$216.45
Sep, 2011	\$472	\$96	\$80,876	\$568	\$1,443.00			\$26,725	\$216.45
Oct, 2011	\$472	\$96	\$80,779	\$568	\$1,443.00			\$27,197	\$216.45
Nov, 2011	\$471	\$97	\$80,682	\$568	\$1,443.00			\$27,668	\$216.45
Dec, 2011	\$471	\$98	\$80,585	\$569	\$1,444.00			\$28,139	\$216.60
2011									
Jan, 2012	\$470	\$98	\$80,487	\$568	\$1,443.00			\$28,609	\$216.45
Feb, 2012	\$470	\$99	\$80,388	\$569	\$1,444.00			\$29,079	\$216.60
Mar, 2012	\$469	\$99	\$80,289	\$568	\$1,443.00			\$29,548	\$216.45
Apr, 2012	\$468	\$100	\$80,189	\$568	\$1,443.00			\$30,016	\$216.45
May, 2012	\$468	\$100	\$80,089	\$568	\$1,443.00			\$30,484	\$216.45
Jun, 2012	\$467	\$101	\$79,988	\$568	\$1,443.00			\$30,951	\$216.45
Jul, 2012	\$467	\$102	\$79,886	\$569	\$1,444.00			\$31,418	\$216.60
Aug, 2012	\$466	\$102	\$79,784	\$568	\$1,443.00			\$31,884	\$216.45
Sep, 2012	\$465	\$103	\$79,681	\$568	\$1,443.00			\$32,349	\$216.45
Oct, 2012	\$465	\$103	\$79,578	\$568	\$1,443.00			\$32,814	\$216.45
Nov, 2012	\$464	\$104	\$79,474	\$568	\$1,443.00			\$33,278	\$216.45
Dec, 2012	\$464	\$105	\$79,369	\$569	\$1,444.00			\$33,742	\$216.60
2012									
Jan, 2013	\$463	\$105	\$79,264	\$568	\$1,443.00			\$34,205	\$216.45
Feb, 2013	\$462	\$106	\$79,158	\$568	\$1,443.00			\$34,667	\$216.45
Mar, 2013	\$462	\$106	\$79,052	\$568	\$1,443.00			\$35,129	\$216.45
Apr, 2013	\$461	\$107	\$78,945	\$568	\$1,443.00			\$35,590	\$216.45
May, 2013	\$461	\$108	\$78,837	\$569	\$1,444.00			\$36,051	\$216.60
Jun, 2013	\$460	\$108	\$78,729	\$568	\$1,443.00			\$36,511	\$216.45
Jul, 2013	\$459	\$109	\$78,620	\$568	\$1,443.00			\$36,970	\$216.45
Aug, 2013	\$459	\$110	\$78,510	\$569	\$1,444.00			\$37,429	\$216.60
Sep, 2013	\$458	\$110	\$78,400	\$568	\$1,443.00			\$37,887	\$216.45
Oct, 2013	\$457	\$111	\$78,289	\$568	\$1,443.00			\$38,344	\$216.45
Nov, 2013	\$457	\$111	\$78,178	\$568	\$1,443.00			\$38,801	\$216.45
Dec, 2013	\$456	\$112	\$78,066	\$568	\$1,443.00			\$39,257	\$216.45
2013									
Jan, 2014	\$455	\$113	\$77,953	\$568	\$1,443.00			\$39,712	\$216.45
Feb, 2014	\$455	\$113	\$77,840	\$568	\$1,443.00			\$40,167	\$216.45
Mar, 2014	\$454	\$114	\$77,725	\$568	\$1,443.00			\$40,621	\$216.45
Apr, 2014	\$453	\$115	\$77,611	\$568	\$1,443.00			\$41,074	\$216.45
May, 2014	\$453	\$115	\$77,495	\$568	\$1,443.00			\$41,527	\$216.45
Jun, 2014	\$452	\$116	\$77,379	\$568	\$1,443.00			\$41,979	\$216.45
Jul, 2014	\$451	\$117	\$77,262	\$568	\$1,443.00			\$42,430	\$216.45
Aug, 2014	\$451	\$117	\$77,145	\$568	\$1,443.00			\$42,881	\$216.45
Sep, 2014	\$450	\$118	\$77,027	\$568	\$1,443.00			\$43,331	\$216.45
Oct, 2014	\$449	\$119	\$76,908	\$568	\$1,443.00			\$43,780	\$216.45
Nov, 2014	\$449	\$120	\$76,788	\$569	\$1,444.00			\$44,229	\$216.60
Dec, 2014	\$448	\$120	\$76,668	\$568	\$1,443.00			\$44,677	\$216.45

CORRECT MORTGAGE AMORTIZATION SCHEDULE

Principal \$85,330 (CORRECT \$35,339)Term 30 year Fixed Interest 7% Monthly Pmt. \$1,443 Tax +Insurance

Monthly Taxes + Insurance \$875.00 Tax Annual \$8,000 Insurance Annual \$2,500 Extraneous Fees 15%

Date	Interest	Principal	Balance	Monthly P+I	Monthly Pmt	Principal Pd Annually	Principal Paid to Date	Interest Paid to Date	Extraneous Fees
2014									
Jan, 2015	\$447	\$121	\$76,547	\$568	\$1,443.00			\$45,124	\$216.45
Feb, 2015	\$447	\$122	\$76,426	\$569	\$1,444.00			\$45,571	\$216.60
Mar, 2015	\$446	\$122	\$76,303	\$568	\$1,443.00			\$46,017	\$216.45
Apr, 2015	\$445	\$123	\$76,180	\$568	\$1,443.00			\$46,462	\$216.45
May, 2015	\$444	\$124	\$76,056	\$568	\$1,443.00			\$46,906	\$216.45
Jun, 2015	\$444	\$125	\$75,932	\$569	\$1,444.00			\$47,350	\$216.60
Jul, 2015	\$443	\$125	\$75,807	\$568	\$1,443.00			\$47,793	\$216.45
Aug, 2015	\$442	\$126	\$75,681	\$568	\$1,443.00			\$48,235	\$216.45
Sep, 2015	\$441	\$127	\$75,554	\$568	\$1,443.00			\$48,676	\$216.45
Oct, 2015	\$441	\$127	\$75,427	\$568	\$1,443.00			\$49,117	\$216.45
Nov, 2015	\$440	\$128	\$75,298	\$568	\$1,443.00			\$49,557	\$216.45
Dec, 2015	\$439	\$129	\$75,169	\$568	\$1,443.00			\$49,996	\$216.45
2015									
Jan, 2016	\$438	\$130	\$75,040	\$568	\$1,443.00			\$50,434	\$216.45
Feb, 2016	\$438	\$130	\$74,909	\$568	\$1,443.00			\$50,872	\$216.45
Mar, 2016	\$437	\$131	\$74,778	\$568	\$1,443.00			\$51,309	\$216.45
Apr, 2016	\$436	\$132	\$74,646	\$568	\$1,443.00			\$51,745	\$216.45
May, 2016	\$435	\$133	\$74,513	\$568	\$1,443.00			\$52,180	\$216.45
Jun, 2016	\$435	\$134	\$74,380	\$569	\$1,444.00			\$52,615	\$216.60
Jul, 2016	\$434	\$134	\$74,246	\$568	\$1,443.00			\$53,049	\$216.45
Aug, 2016	\$433	\$135	\$74,111	\$568	\$1,443.00			\$53,482	\$216.45
Sep, 2016	\$432	\$136	\$73,975	\$568	\$1,443.00			\$53,914	\$216.45
Oct, 2016	\$432	\$137	\$73,838	\$569	\$1,444.00			\$54,346	\$216.60
Nov, 2016	\$431	\$137	\$73,701	\$568	\$1,443.00			\$54,777	\$216.45
Dec, 2016	\$430	\$138	\$73,562	\$568	\$1,443.00			\$55,207	\$216.45
2016									
Jan, 2017	\$429	\$139	\$73,423	\$568	\$1,443.00			\$55,636	\$216.45
Feb, 2017	\$428	\$140	\$73,283	\$568	\$1,443.00			\$56,064	\$216.45
Mar, 2017	\$427	\$141	\$73,143	\$568	\$1,443.00			\$56,491	\$216.45
Apr, 2017	\$427	\$141	\$73,001	\$568	\$1,443.00			\$56,918	\$216.45
May, 2017	\$426	\$142	\$72,859	\$568	\$1,443.00			\$57,344	\$216.45
Jun, 2017	\$425	\$143	\$72,716	\$568	\$1,443.00			\$57,769	\$216.45
Jul, 2017	\$424	\$144	\$72,572	\$568	\$1,443.00			\$58,193	\$216.45
Aug, 2017	\$423	\$145	\$72,427	\$568	\$1,443.00			\$58,616	\$216.45
Sep, 2017	\$422	\$146	\$72,281	\$568	\$1,443.00			\$59,038	\$216.45
Oct, 2017	\$422	\$147	\$72,135	\$569	\$1,444.00			\$59,460	\$216.60
Nov, 2017	\$421	\$147	\$71,987	\$568	\$1,443.00			\$59,881	\$216.45
Dec, 2017	\$420	\$148	\$71,839	\$568	\$1,443.00			\$60,301	\$216.45
2017									
Jan, 2018	\$419	\$149	\$71,690	\$568	\$1,443.00			\$60,720	\$216.45
Feb, 2018	\$418	\$150	\$71,540	\$568	\$1,443.00			\$61,138	\$216.45
Mar, 2018	\$417	\$151	\$71,389	\$568	\$1,443.00			\$61,555	\$216.45
Apr, 2018	\$416	\$152	\$71,238	\$568	\$1,443.00			\$61,971	\$216.45
May, 2018	\$416	\$153	\$71,085	\$569	\$1,444.00			\$62,387	\$216.60
Jun, 2018	\$415	\$154	\$70,931	\$569	\$1,444.00			\$62,802	\$216.60
Jul, 2018	\$414	\$154	\$70,777	\$568	\$1,443.00			\$63,216	\$216.45
Aug, 2018	\$413	\$155	\$70,622	\$568	\$1,443.00			\$63,629	\$216.45
Sep, 2018	\$412	\$156	\$70,466	\$568	\$1,443.00			\$64,041	\$216.45
Oct, 2018	\$411	\$157	\$70,308	\$568	\$1,443.00			\$64,452	\$216.45
Nov, 2018	\$410	\$158	\$70,150	\$568	\$1,443.00			\$64,862	\$216.45
Dec, 2018	\$409	\$159	\$69,991	\$568	\$1,443.00			\$65,271	\$216.45

CORRECT MORTGAGE AMORTIZATION SCHEDULE

Principal \$85,330 (CORRECT \$35,339)Term 30 year Fixed Interest 7% Monthly Pmt. \$1,443 Tax +Insurance

Monthly Taxes + Insurance \$875.00 Tax Annual \$8,000 Insurance Annual \$2,500 Extraneous Fees 15%

Date	Interest	Principal	Balance	Monthly P+I	Monthly Pmt	Principal Pd Annually	Principal Paid to Date	Interest Paid to Date	Extraneous Fees
2018									
Jan, 2019	\$408	\$160	\$69,832	\$568	\$1,443.00			\$65,679	\$216.45
Feb, 2019	\$407	\$161	\$69,671	\$568	\$1,443.00			\$66,086	\$216.45
Mar, 2019	\$406	\$162	\$69,509	\$568	\$1,443.00			\$66,492	\$216.45
Apr, 2019	\$405	\$163	\$69,346	\$568	\$1,443.00			\$66,897	\$216.45
May, 2019	\$405	\$164	\$69,183	\$569	\$1,444.00			\$67,302	\$216.60
Jun, 2019	\$404	\$165	\$69,018	\$569	\$1,444.00			\$67,706	\$216.60
Jul, 2019	\$403	\$166	\$68,852	\$569	\$1,444.00			\$68,109	\$216.60
Aug, 2019	\$402	\$167	\$68,686	\$569	\$1,444.00			\$68,511	\$216.60
Sep, 2019	\$401	\$167	\$68,518	\$568	\$1,443.00			\$68,912	\$216.45
Oct, 2019	\$400	\$168	\$68,350	\$568	\$1,443.00			\$69,312	\$216.45
Nov, 2019	\$399	\$169	\$68,180	\$568	\$1,443.00			\$69,711	\$216.45
Dec, 2019	\$398	\$170	\$68,010	\$568	\$1,443.00			\$70,109	\$216.45
2019									
Jan, 2020	\$397	\$171	\$67,839	\$568	\$1,443.00			\$70,506	\$216.45
Feb, 2020	\$396	\$172	\$67,666	\$568	\$1,443.00			\$70,902	\$216.45
Mar, 2020	\$395	\$173	\$67,493	\$568	\$1,443.00			\$71,297	\$216.45
Apr, 2020	\$394	\$174	\$67,318	\$568	\$1,443.00			\$71,691	\$216.45
May, 2020	\$393	\$175	\$67,143	\$568	\$1,443.00			\$72,084	\$216.45
Jun, 2020	\$392	\$176	\$66,966	\$568	\$1,443.00			\$72,476	\$216.45
Jul, 2020	\$391	\$178	\$66,789	\$569	\$1,444.00			\$72,867	\$216.60
Aug, 2020	\$390	\$179	\$66,610	\$569	\$1,444.00			\$73,257	\$216.60
Sep, 2020	\$389	\$180	\$66,431	\$569	\$1,444.00			\$73,646	\$216.60
Oct, 2020	\$388	\$181	\$66,250	\$569	\$1,444.00			\$74,034	\$216.60
Nov, 2020	\$386	\$182	\$66,068	\$568	\$1,443.00			\$74,420	\$216.45
Dec, 2020	\$385	\$183	\$65,885	\$568	\$1,443.00			\$74,805	\$216.45
2020									
Jan, 2021	\$384	\$184	\$65,702	\$568	\$1,443.00			\$75,189	\$216.45
Feb, 2021	\$383	\$185	\$65,517	\$568	\$1,443.00			\$75,572	\$216.45
Mar, 2021	\$382	\$186	\$65,331	\$568	\$1,443.00			\$75,954	\$216.45
Apr, 2021	\$381	\$187	\$65,144	\$568	\$1,443.00			\$76,335	\$216.45
May, 2021	\$380	\$188	\$64,955	\$568	\$1,443.00			\$76,715	\$216.45
Jun, 2021	\$379	\$189	\$64,766	\$568	\$1,443.00			\$77,094	\$216.45
Jul, 2021	\$378	\$190	\$64,576	\$568	\$1,443.00			\$77,472	\$216.45
Aug, 2021	\$377	\$191	\$64,384	\$568	\$1,443.00			\$77,849	\$216.45
Sep, 2021	\$376	\$193	\$64,192	\$569	\$1,444.00			\$78,225	\$216.60
Oct, 2021	\$374	\$194	\$63,998	\$568	\$1,443.00			\$78,599	\$216.45
Nov, 2021	\$373	\$195	\$63,803	\$568	\$1,443.00			\$78,972	\$216.45
Dec, 2021	\$372	\$196	\$63,607	\$568	\$1,443.00			\$79,344	\$216.45
2021									
Jan, 2022	\$371	\$197	\$63,410	\$568	\$1,443.00			\$79,715	\$216.45
Feb, 2022	\$370	\$198	\$63,212	\$568	\$1,443.00			\$80,085	\$216.45
Mar, 2022	\$369	\$199	\$63,012	\$568	\$1,443.00			\$80,454	\$216.45
Apr, 2022	\$368	\$201	\$62,812	\$569	\$1,444.00			\$80,822	\$216.60
May, 2022	\$366	\$202	\$62,610	\$568	\$1,443.00			\$81,188	\$216.45
Jun, 2022	\$365	\$203	\$62,407	\$568	\$1,443.00			\$81,553	\$216.45
Jul, 2022	\$364	\$204	\$62,203	\$568	\$1,443.00			\$81,917	\$216.45
Aug, 2022	\$363	\$205	\$61,998	\$568	\$1,443.00			\$82,280	\$216.45
Sep, 2022	\$362	\$207	\$61,791	\$569	\$1,444.00			\$82,642	\$216.60
Oct, 2022	\$360	\$208	\$61,583	\$568	\$1,443.00			\$83,002	\$216.45
Nov, 2022	\$359	\$209	\$61,375	\$568	\$1,443.00			\$83,361	\$216.45
Dec, 2022	\$358	\$210	\$61,164	\$568	\$1,443.00			\$83,719	\$216.45

CORRECT MORTGAGE AMORTIZATION SCHEDULE

Principal \$85,330 (CORRECT \$35,339)Term 30 year Fixed Interest 7% Monthly Pmt. \$1,443 Tax +Insurance

Monthly Taxes + Insurance \$875.00 Tax Annual \$8,000 Insurance Annual \$2,500 Extraneous Fees 15%

Date	Interest	Principal	Balance	Monthly P+I	Monthly Pmt	Principal Pd Annually	Principal Paid to Date	Interest Paid to Date	Extraneous Fees
2022									
Jan, 2023	\$357	\$211	\$60,953	\$568	\$1,443.00			\$84,076	\$216.45
Feb, 2023	\$356	\$213	\$60,740	\$569	\$1,444.00			\$84,432	\$216.60
Mar, 2023	\$354	\$214	\$60,527	\$568	\$1,443.00			\$84,786	\$216.45
Apr, 2023	\$353	\$215	\$60,311	\$568	\$1,443.00			\$85,139	\$216.45
May, 2023	\$352	\$216	\$60,095	\$568	\$1,443.00			\$85,491	\$216.45
Jun, 2023	\$351	\$218	\$59,878	\$569	\$1,444.00			\$85,842	\$216.60
Jul, 2023	\$349	\$219	\$59,659	\$568	\$1,443.00			\$86,191	\$216.45
Aug, 2023	\$348	\$220	\$59,438	\$568	\$1,443.00			\$86,539	\$216.45
Sep, 2023	\$347	\$221	\$59,217	\$568	\$1,443.00			\$86,886	\$216.45
Oct, 2023	\$345	\$223	\$58,994	\$568	\$1,443.00			\$87,231	\$216.45
Nov, 2023	\$344	\$224	\$58,770	\$568	\$1,443.00			\$87,575	\$216.45
Dec, 2023	\$343	\$225	\$58,545	\$568	\$1,443.00			\$87,918	\$216.45
2023									
Jan, 2024	\$342	\$227	\$58,318	\$569	\$1,444.00			\$88,260	\$216.60
Feb, 2024	\$340	\$228	\$58,090	\$568	\$1,443.00			\$88,600	\$216.45
Mar, 2024	\$339	\$229	\$57,861	\$568	\$1,443.00			\$88,939	\$216.45
Apr, 2024	\$338	\$231	\$57,630	\$569	\$1,444.00			\$89,277	\$216.60
May, 2024	\$336	\$232	\$57,398	\$568	\$1,443.00			\$89,613	\$216.45
Jun, 2024	\$335	\$233	\$57,165	\$568	\$1,443.00			\$89,948	\$216.45
Jul, 2024	\$333	\$235	\$56,930	\$568	\$1,443.00			\$90,281	\$216.45
Aug, 2024	\$332	\$236	\$56,694	\$568	\$1,443.00			\$90,613	\$216.45
Sep, 2024	\$331	\$237	\$56,457	\$568	\$1,443.00			\$90,944	\$216.45
Oct, 2024	\$329	\$239	\$56,218	\$568	\$1,443.00			\$91,273	\$216.45
Nov, 2024	\$328	\$240	\$55,978	\$568	\$1,443.00			\$91,601	\$216.45
Dec, 2024	\$327	\$242	\$55,736	\$569	\$1,444.00			\$91,928	\$216.60
2024									
Jan, 2025	\$325	\$243	\$55,493	\$568	\$1,443.00			\$92,253	\$216.45
Feb, 2025	\$324	\$244	\$55,249	\$568	\$1,443.00			\$92,577	\$216.45
Mar, 2025	\$322	\$246	\$55,003	\$568	\$1,443.00			\$92,899	\$216.45
Apr, 2025	\$321	\$247	\$54,755	\$568	\$1,443.00			\$93,220	\$216.45
May, 2025	\$319	\$249	\$54,507	\$568	\$1,443.00			\$93,539	\$216.45
Jun, 2025	\$318	\$250	\$54,256	\$568	\$1,443.00			\$93,857	\$216.45
Jul, 2025	\$316	\$252	\$54,005	\$568	\$1,443.00			\$94,173	\$216.45
Aug, 2025	\$315	\$253	\$53,752	\$568	\$1,443.00			\$94,488	\$216.45
Sep, 2025	\$314	\$255	\$53,497	\$569	\$1,444.00			\$94,802	\$216.60
Oct, 2025	\$312	\$256	\$53,241	\$568	\$1,443.00			\$95,114	\$216.45
Nov, 2025	\$311	\$258	\$52,983	\$569	\$1,444.00			\$95,425	\$216.60
Dec, 2025	\$309	\$259	\$52,724	\$568	\$1,443.00			\$95,734	\$216.45
2025									
Jan, 2026	\$308	\$261	\$52,464	\$569	\$1,444.00			\$96,042	\$216.60
Feb, 2026	\$306	\$262	\$52,201	\$568	\$1,443.00			\$96,348	\$216.45
Mar, 2026	\$305	\$264	\$51,938	\$569	\$1,444.00			\$96,653	\$216.60
Apr, 2026	\$303	\$265	\$51,673	\$568	\$1,443.00			\$96,956	\$216.45
May, 2026	\$301	\$267	\$51,406	\$568	\$1,443.00			\$97,257	\$216.45
Jun, 2026	\$300	\$268	\$51,138	\$568	\$1,443.00			\$97,557	\$216.45
Jul, 2026	\$298	\$270	\$50,868	\$568	\$1,443.00			\$97,855	\$216.45
Aug, 2026	\$297	\$271	\$50,596	\$568	\$1,443.00			\$98,152	\$216.45
Sep, 2026	\$295	\$273	\$50,323	\$568	\$1,443.00			\$98,447	\$216.45
Oct, 2026	\$294	\$275	\$50,049	\$569	\$1,444.00			\$98,741	\$216.60
Nov, 2026	\$292	\$276	\$49,772	\$568	\$1,443.00			\$99,033	\$216.45
Dec, 2026	\$290	\$278	\$49,495	\$568	\$1,443.00			\$99,323	\$216.45

CORRECT MORTGAGE AMORTIZATION SCHEDULE

Principal \$85,330 (CORRECT \$35,339)Term 30 year Fixed Interest 7% Monthly Pmt. \$1,443 Tax +Insurance

Monthly Taxes + Insurance \$875.00 Tax Annual \$8,000 Insurance Annual \$2,500 Extraneous Fees 15%

Date	Interest	Principal	Balance	Monthly P+I	Monthly Pmt	Principal Pd Annually	Principal Paid to Date	Interest Paid to Date	Extraneous Fees
2026									
Jan, 2027	\$289	\$279	\$49,215	\$568	\$1,443.00			\$99,612	\$216.45
Feb, 2027	\$287	\$281	\$48,934	\$568	\$1,443.00			\$99,899	\$216.45
Mar, 2027	\$285	\$283	\$48,651	\$568	\$1,443.00			\$100,184	\$216.45
Apr, 2027	\$284	\$284	\$48,367	\$568	\$1,443.00			\$100,468	\$216.45
May, 2027	\$282	\$286	\$48,081	\$568	\$1,443.00			\$100,750	\$216.45
Jun, 2027	\$280	\$288	\$47,793	\$568	\$1,443.00			\$101,030	\$216.45
Jul, 2027	\$279	\$289	\$47,504	\$568	\$1,443.00			\$101,309	\$216.45
Aug, 2027	\$277	\$291	\$47,213	\$568	\$1,443.00			\$101,586	\$216.45
Sep, 2027	\$275	\$293	\$46,920	\$568	\$1,443.00			\$101,861	\$216.45
Oct, 2027	\$274	\$294	\$46,626	\$568	\$1,443.00			\$102,135	\$216.45
Nov, 2027	\$272	\$296	\$46,329	\$568	\$1,443.00			\$102,407	\$216.45
Dec, 2027	\$270	\$298	\$46,032	\$568	\$1,443.00			\$102,677	\$216.45
2027									
Jan, 2028	\$269	\$300	\$45,732	\$569	\$1,444.00			\$102,946	\$216.60
Feb, 2028	\$267	\$301	\$45,430	\$568	\$1,443.00			\$103,213	\$216.45
Mar, 2028	\$265	\$303	\$45,127	\$568	\$1,443.00			\$103,478	\$216.45
Apr, 2028	\$263	\$305	\$44,822	\$568	\$1,443.00			\$103,741	\$216.45
May, 2028	\$261	\$307	\$44,516	\$568	\$1,443.00			\$104,002	\$216.45
Jun, 2028	\$260	\$308	\$44,207	\$568	\$1,443.00			\$104,262	\$216.45
Jul, 2028	\$258	\$310	\$43,897	\$568	\$1,443.00			\$104,520	\$216.45
Aug, 2028	\$256	\$312	\$43,585	\$568	\$1,443.00			\$104,776	\$216.45
Sep, 2028	\$254	\$314	\$43,271	\$568	\$1,443.00			\$105,030	\$216.45
Oct, 2028	\$252	\$316	\$42,955	\$568	\$1,443.00			\$105,282	\$216.45
Nov, 2028	\$251	\$318	\$42,638	\$569	\$1,444.00			\$105,533	\$216.60
Dec, 2028	\$249	\$319	\$42,318	\$568	\$1,443.00			\$105,782	\$216.45
2028									
Jan, 2029	\$247	\$321	\$41,997	\$568	\$1,443.00			\$106,029	\$216.45
Feb, 2029	\$245	\$323	\$41,674	\$568	\$1,443.00			\$106,274	\$216.45
Mar, 2029	\$243	\$325	\$41,349	\$568	\$1,443.00			\$106,517	\$216.45
Apr, 2029	\$241	\$327	\$41,022	\$568	\$1,443.00			\$106,758	\$216.45
May, 2029	\$239	\$329	\$40,693	\$568	\$1,443.00			\$106,997	\$216.45
Jun, 2029	\$237	\$331	\$40,362	\$568	\$1,443.00			\$107,234	\$216.45
Jul, 2029	\$235	\$333	\$40,029	\$568	\$1,443.00			\$107,469	\$216.45
Aug, 2029	\$234	\$335	\$39,695	\$569	\$1,444.00			\$107,703	\$216.60
Sep, 2029	\$232	\$337	\$39,358	\$569	\$1,444.00			\$107,935	\$216.60
Oct, 2029	\$230	\$339	\$39,019	\$569	\$1,444.00			\$108,165	\$216.60
Nov, 2029	\$228	\$341	\$38,679	\$569	\$1,444.00			\$108,393	\$216.60
Dec, 2029	\$226	\$343	\$38,336	\$569	\$1,444.00			\$108,619	\$216.60
2029									
Jan, 2030	\$224	\$345	\$37,992	\$569	\$1,444.00			\$108,843	\$216.60
Feb, 2030	\$222	\$347	\$37,645	\$569	\$1,444.00			\$109,065	\$216.60
Mar, 2030	\$220	\$349	\$37,297	\$569	\$1,444.00			\$109,285	\$216.60
Apr, 2030	\$218	\$351	\$36,946	\$569	\$1,444.00			\$109,503	\$216.60
May, 2030	\$216	\$353	\$36,593	\$569	\$1,444.00			\$109,719	\$216.60
Jun, 2030	\$213	\$355	\$36,239	\$568	\$1,443.00			\$109,932	\$216.45
Jul, 2030	\$211	\$357	\$35,882	\$568	\$1,443.00			\$110,143	\$216.45
Aug, 2030	\$209	\$359	\$35,523	\$568	\$1,443.00			\$110,352	\$216.45
Sep, 2030	\$207	\$361	\$35,162	\$568	\$1,443.00			\$110,559	\$216.45
Oct, 2030	\$205	\$363	\$34,799	\$568	\$1,443.00			\$110,764	\$216.45
Nov, 2030	\$203	\$365	\$34,434	\$568	\$1,443.00			\$110,967	\$216.45
Dec, 2030	\$201	\$367	\$34,067	\$568	\$1,443.00			\$111,168	\$216.45

CORRECT MORTGAGE AMORTIZATION SCHEDULE

Principal \$85,330 (CORRECT \$35,339)Term 30 year Fixed Interest 7% Monthly Pmt. \$1,443 Tax +Insurance

Monthly Taxes + Insurance \$875.00 Tax Annual \$8,000 Insurance Annual \$2,500 Extraneous Fees 15%

Date	Interest	Principal	Balance	Monthly P+I	Monthly Pmt	Principal Pd Annually	Principal Paid to Date	Interest Paid to Date	Extraneous Fees
2030									
Jan, 2031	\$199	\$369	\$33,697	\$568	\$1,443.00			\$111,367	\$216.45
Feb, 2031	\$197	\$372	\$33,325	\$569	\$1,444.00			\$111,564	\$216.60
Mar, 2031	\$194	\$374	\$32,952	\$568	\$1,443.00			\$111,758	\$216.45
Apr, 2031	\$192	\$376	\$32,576	\$568	\$1,443.00			\$111,950	\$216.45
May, 2031	\$190	\$378	\$32,198	\$568	\$1,443.00			\$112,140	\$216.45
Jun, 2031	\$188	\$380	\$31,817	\$568	\$1,443.00			\$112,328	\$216.45
Jul, 2031	\$186	\$383	\$31,435	\$569	\$1,444.00			\$112,514	\$216.60
Aug, 2031	\$183	\$385	\$31,050	\$568	\$1,443.00			\$112,697	\$216.45
Sep, 2031	\$181	\$387	\$30,663	\$568	\$1,443.00			\$112,878	\$216.45
Oct, 2031	\$179	\$389	\$30,274	\$568	\$1,443.00			\$113,057	\$216.45
Nov, 2031	\$177	\$392	\$29,882	\$569	\$1,444.00			\$113,234	\$216.60
Dec, 2031	\$174	\$394	\$29,488	\$568	\$1,443.00			\$113,408	\$216.45
2031									
Jan, 2032	\$172	\$396	\$29,092	\$568	\$1,443.00			\$113,580	\$216.45
Feb, 2032	\$170	\$398	\$28,694	\$568	\$1,443.00			\$113,750	\$216.45
Mar, 2032	\$167	\$401	\$28,293	\$568	\$1,443.00			\$113,917	\$216.45
Apr, 2032	\$165	\$403	\$27,890	\$568	\$1,443.00			\$114,082	\$216.45
May, 2032	\$163	\$405	\$27,484	\$568	\$1,443.00			\$114,245	\$216.45
Jun, 2032	\$160	\$408	\$27,076	\$568	\$1,443.00			\$114,405	\$216.45
Jul, 2032	\$158	\$410	\$26,666	\$568	\$1,443.00			\$114,563	\$216.45
Aug, 2032	\$156	\$413	\$26,253	\$569	\$1,444.00			\$114,719	\$216.60
Sep, 2032	\$153	\$415	\$25,838	\$568	\$1,443.00			\$114,872	\$216.45
Oct, 2032	\$151	\$417	\$25,421	\$568	\$1,443.00			\$115,023	\$216.45
Nov, 2032	\$148	\$420	\$25,001	\$568	\$1,443.00			\$115,171	\$216.45
Dec, 2032	\$146	\$422	\$24,579	\$568	\$1,443.00			\$115,317	\$216.45
2032									
Jan, 2033	\$143	\$425	\$24,154	\$568	\$1,443.00			\$115,460	\$216.45
Feb, 2033	\$141	\$427	\$23,727	\$568	\$1,443.00			\$115,601	\$216.45
Mar, 2033	\$138	\$430	\$23,297	\$568	\$1,443.00			\$115,739	\$216.45
Apr, 2033	\$136	\$432	\$22,865	\$568	\$1,443.00			\$115,875	\$216.45
May, 2033	\$133	\$435	\$22,430	\$568	\$1,443.00			\$116,008	\$216.45
Jun, 2033	\$131	\$437	\$21,993	\$568	\$1,443.00			\$116,139	\$216.45
Jul, 2033	\$128	\$440	\$21,553	\$568	\$1,443.00			\$116,267	\$216.45
Aug, 2033	\$126	\$442	\$21,110	\$568	\$1,443.00			\$116,393	\$216.45
Sep, 2033	\$123	\$445	\$20,665	\$568	\$1,443.00			\$116,516	\$216.45
Oct, 2033	\$121	\$448	\$20,218	\$569	\$1,444.00			\$116,637	\$216.60
Nov, 2033	\$118	\$450	\$19,767	\$568	\$1,443.00			\$116,755	\$216.45
Dec, 2033	\$115	\$453	\$19,315	\$568	\$1,443.00			\$116,870	\$216.45

CORRECT MORTGAGE AMORTIZATION SCHEDULE

Principal \$85,330 (CORRECT \$35,339)Term 30 year Fixed Interest 7% Monthly Pmt. \$1,443 Tax +Insurance

Monthly Taxes + Insurance \$875.00 Tax Annual \$8,000 Insurance Annual \$2,500 Extraneous Fees 15%

Date	Interest	Principal	Balance	Monthly P+I	Monthly Pmt	Principal Pd Annually	Principal Paid to Date	Interest Paid to Date	Extraneous Fees
2033									
Jan, 2034	\$113	\$455	\$18,859	\$568	\$1,443.00			\$116,983	\$216.45
Feb, 2034	\$110	\$458	\$18,401	\$568	\$1,443.00			\$117,093	\$216.45
Mar, 2034	\$107	\$461	\$17,940	\$568	\$1,443.00			\$117,200	\$216.45
Apr, 2034	\$105	\$464	\$17,477	\$569	\$1,444.00			\$117,305	\$216.60
May, 2034	\$102	\$466	\$17,010	\$568	\$1,443.00			\$117,407	\$216.45
Jun, 2034	\$99	\$469	\$16,541	\$568	\$1,443.00			\$117,506	\$216.45
Jul, 2034	\$96	\$472	\$16,070	\$568	\$1,443.00			\$117,602	\$216.45
Aug, 2034	\$94	\$474	\$15,595	\$568	\$1,443.00			\$117,696	\$216.45
Sep, 2034	\$91	\$477	\$15,118	\$568	\$1,443.00			\$117,787	\$216.45
Oct, 2034	\$88	\$480	\$14,638	\$568	\$1,443.00			\$117,875	\$216.45
Nov, 2034	\$85	\$483	\$14,155	\$568	\$1,443.00			\$117,960	\$216.45
Dec, 2034	\$83	\$486	\$13,670	\$569	\$1,444.00			\$118,043	\$216.60
2034									
Jan, 2035	\$80	\$488	\$13,181	\$568	\$1,443.00			\$118,123	\$216.45
Feb, 2035	\$77	\$491	\$12,690	\$568	\$1,443.00			\$118,200	\$216.45
Mar, 2035	\$74	\$494	\$12,196	\$568	\$1,443.00			\$118,274	\$216.45
Apr, 2035	\$71	\$497	\$11,699	\$568	\$1,443.00			\$118,345	\$216.45
May, 2035	\$68	\$500	\$11,199	\$568	\$1,443.00			\$118,413	\$216.45
Jun, 2035	\$65	\$503	\$10,696	\$568	\$1,443.00			\$118,478	\$216.45
Jul, 2035	\$62	\$506	\$10,190	\$568	\$1,443.00			\$118,540	\$216.45
Aug, 2035	\$59	\$509	\$9,682	\$568	\$1,443.00			\$118,599	\$216.45
Sep, 2035	\$56	\$512	\$9,170	\$568	\$1,443.00			\$118,655	\$216.45
Oct, 2035	\$53	\$515	\$8,655	\$568	\$1,443.00			\$118,708	\$216.45
Nov, 2035	\$50	\$518	\$8,138	\$568	\$1,443.00			\$118,758	\$216.45
Dec, 2035	\$47	\$521	\$7,617	\$568	\$1,443.00			\$118,805	\$216.45
2035									
Jan, 2036	\$44	\$524	\$7,093	\$568	\$1,443.00			\$118,849	\$216.45
Feb, 2036	\$41	\$527	\$6,566	\$568	\$1,443.00			\$118,890	\$216.45
Mar, 2036	\$38	\$530	\$6,037	\$568	\$1,443.00			\$118,928	\$216.45
Apr, 2036	\$35	\$533	\$5,504	\$568	\$1,443.00			\$118,963	\$216.45
May, 2036	\$32	\$536	\$4,967	\$568	\$1,443.00			\$118,995	\$216.45
Jun, 2036	\$29	\$539	\$4,428	\$568	\$1,443.00			\$119,024	\$216.45
Jul, 2036	\$26	\$542	\$3,886	\$568	\$1,443.00			\$119,050	\$216.45
Aug, 2036	\$23	\$545	\$3,340	\$568	\$1,443.00			\$119,073	\$216.45
Sep, 2036	\$19	\$549	\$2,792	\$568	\$1,443.00			\$119,092	\$216.45
Oct, 2036	\$16	\$552	\$2,240	\$568	\$1,443.00			\$119,108	\$216.45
Nov, 2036	\$13	\$555	\$1,685	\$568	\$1,443.00			\$119,121	\$216.45
Dec, 2036	\$10	\$558	\$1,126	\$568	\$1,443.00			\$119,131	\$216.45
2036									
Jan, 2037	\$7	\$562	\$565	\$569	\$1,444.00			\$119,138	\$216.60
Feb, 2037	\$3	\$565	\$0	\$568	\$1,443.00			\$119,141	\$216.45
2037	\$10	\$1,126	\$0	\$1,136	\$2,011.00			\$119,151	\$301.65
TOTAL									\$78,232.80

FRAUDULENT MORTGAGE FILED

FRAUDULENT MORTGAGE BASED ON FREMONT PAYMENT

PRINCIPAL \$261,000 Interest Rate 11.5% (fixed) Term 30 year

Date	Interest	Principal	Balance	Monthly P+I	Monthly Pmt	Principal Pd Annually	Principal Paid to Date	Interest Paid to Date	Extraneous Fees
Mar, 2007	\$2,512	\$82	\$260,918	\$2,594	\$3,469.00			\$2,512	\$520.35
Apr, 2007	\$2,511	\$83	\$260,834	\$2,594	\$3,469.00			\$5,023	\$520.35
May, 2007	\$2,511	\$84	\$260,750	\$2,595	\$3,470.00			\$7,534	\$520.50
Jun, 2007	\$2,510	\$85	\$260,665	\$2,595	\$3,470.00			\$10,044	\$520.50
Jul, 2007	\$2,509	\$86	\$260,579	\$2,595	\$3,470.00			\$12,553	\$520.50
Aug, 2007	\$2,508	\$87	\$260,493	\$2,595	\$3,470.00			\$15,061	\$520.50
Sep, 2007	\$2,507	\$87	\$260,406	\$2,594	\$3,469.00			\$17,568	\$520.35
Oct, 2007	\$2,506	\$88	\$260,317	\$2,594	\$3,469.00			\$20,074	\$520.35
Nov, 2007	\$2,506	\$89	\$260,228	\$2,595	\$3,470.00			\$22,580	\$520.50
Dec, 2007	\$2,505	\$90	\$260,138	\$2,595	\$3,470.00			\$25,085	\$520.50
2007									
Jan, 2008	\$2,504	\$91	\$260,048	\$2,595	\$3,470.00			\$27,589	\$520.50
Feb, 2008	\$2,503	\$92	\$259,956	\$2,595	\$3,470.00			\$30,092	\$520.50
Mar, 2008	\$2,502	\$93	\$259,863	\$2,595	\$3,470.00			\$32,594	\$520.50
Apr, 2008	\$2,501	\$93	\$259,770	\$2,594	\$3,469.00			\$35,095	\$520.35
May, 2008	\$2,500	\$94	\$259,676	\$2,594	\$3,469.00			\$37,595	\$520.35
Jun, 2008	\$2,499	\$95	\$259,580	\$2,594	\$3,469.00			\$40,094	\$520.35
Jul, 2008	\$2,498	\$96	\$259,484	\$2,594	\$3,469.00			\$42,592	\$520.35
Aug, 2008	\$2,498	\$97	\$259,387	\$2,595	\$3,470.00			\$45,090	\$520.50
Sep, 2008	\$2,497	\$98	\$259,289	\$2,595	\$3,470.00			\$47,587	\$520.50
Oct, 2008	\$2,496	\$99	\$259,190	\$2,595	\$3,470.00			\$50,083	\$520.50
Nov, 2008	\$2,495	\$100	\$259,090	\$2,595	\$3,470.00			\$52,578	\$520.50
Dec, 2008	\$2,494	\$101	\$258,989	\$2,595	\$3,470.00			\$55,072	\$520.50
2008									
Jan, 2009	\$2,493	\$102	\$258,887	\$2,595	\$3,470.00			\$57,565	\$520.50
Feb, 2009	\$2,492	\$103	\$258,785	\$2,595	\$3,470.00			\$60,057	\$520.50
Mar, 2009	\$2,491	\$104	\$258,681	\$2,595	\$3,470.00			\$62,548	\$520.50
Apr, 2009	\$2,490	\$105	\$258,576	\$2,595	\$3,470.00			\$65,038	\$520.50
May, 2009	\$2,489	\$106	\$258,470	\$2,595	\$3,470.00			\$67,527	\$520.50
Jun, 2009	\$2,488	\$107	\$258,363	\$2,595	\$3,470.00			\$70,015	\$520.50
Jul, 2009	\$2,487	\$108	\$258,255	\$2,595	\$3,470.00			\$72,502	\$520.50
Aug, 2009	\$2,486	\$109	\$258,147	\$2,595	\$3,470.00			\$74,988	\$520.50
Sep, 2009	\$2,485	\$110	\$258,037	\$2,595	\$3,470.00			\$77,473	\$520.50
Oct, 2009	\$2,484	\$111	\$257,926	\$2,595	\$3,470.00			\$79,957	\$520.50
Nov, 2009	\$2,483	\$112	\$257,813	\$2,595	\$3,470.00			\$82,440	\$520.50
Dec, 2009	\$2,481	\$113	\$257,700	\$2,594	\$3,469.00			\$84,921	\$520.35
2009									
Jan, 2010	\$2,480	\$114	\$257,586	\$2,594	\$3,469.00			\$87,401	\$520.35
Feb, 2010	\$2,479	\$115	\$257,471	\$2,594	\$3,469.00			\$89,880	\$520.35
Mar, 2010	\$2,478	\$116	\$257,354	\$2,594	\$3,469.00			\$92,358	\$520.35
Apr, 2010	\$2,477	\$118	\$257,237	\$2,595	\$3,470.00			\$94,835	\$520.50
May, 2010	\$2,476	\$119	\$257,118	\$2,595	\$3,470.00			\$97,311	\$520.50
Jun, 2010	\$2,475	\$120	\$256,998	\$2,595	\$3,470.00			\$99,786	\$520.50
Jul, 2010	\$2,474	\$121	\$256,877	\$2,595	\$3,470.00			\$102,260	\$520.50
Aug, 2010	\$2,472	\$122	\$256,755	\$2,594	\$3,469.00			\$104,732	\$520.35
Sep, 2010	\$2,471	\$123	\$256,631	\$2,594	\$3,469.00			\$107,203	\$520.35
Oct, 2010	\$2,470	\$125	\$256,507	\$2,595	\$3,470.00			\$109,673	\$520.50
Nov, 2010	\$2,469	\$126	\$256,381	\$2,595	\$3,470.00			\$112,142	\$520.50
Dec, 2010	\$2,468	\$127	\$256,254	\$2,595	\$3,470.00			\$114,610	\$520.50

FRAUDULENT MORTGAGE FILED

FRAUDULENT MORTGAGE BASED ON FREMONT PAYMENT

PRINCIPAL \$261,000 Interest Rate 11.5% (fixed) Term 30 year

Date	Interest	Principal	Balance	Monthly P+I	Monthly Pmt	Principal Pd Annually	Principal Paid to Date	Interest Paid to Date	Extraneous Fees
2010									
Jan, 2011	\$2,466	\$128	\$256,126	\$2,594	\$3,469.00			\$117,076	\$520.35
Feb, 2011	\$2,465	\$129	\$255,997	\$2,594	\$3,469.00			\$119,541	\$520.35
Mar, 2011	\$2,464	\$131	\$255,866	\$2,595	\$3,470.00			\$122,005	\$520.50
Apr, 2011	\$2,463	\$132	\$255,734	\$2,595	\$3,470.00			\$124,468	\$520.50
May, 2011	\$2,461	\$133	\$255,601	\$2,594	\$3,469.00			\$126,929	\$520.35
Jun, 2011	\$2,460	\$134	\$255,466	\$2,594	\$3,469.00			\$129,389	\$520.35
Jul, 2011	\$2,459	\$136	\$255,331	\$2,595	\$3,470.00			\$131,848	\$520.50
Aug, 2011	\$2,458	\$137	\$255,194	\$2,595	\$3,470.00			\$134,306	\$520.50
Sep, 2011	\$2,456	\$138	\$255,055	\$2,594	\$3,469.00			\$136,762	\$520.35
Oct, 2011	\$2,455	\$140	\$254,916	\$2,595	\$3,470.00			\$139,217	\$520.50
Nov, 2011	\$2,454	\$141	\$254,774	\$2,595	\$3,470.00			\$141,671	\$520.50
Dec, 2011	\$2,452	\$142	\$254,632	\$2,594	\$3,469.00			\$144,123	\$520.35
2011									
Jan, 2012	\$2,451	\$144	\$254,488	\$2,595	\$3,470.00			\$146,574	\$520.50
Feb, 2012	\$2,449	\$145	\$254,343	\$2,594	\$3,469.00			\$149,023	\$520.35
Mar, 2012	\$2,448	\$147	\$254,197	\$2,595	\$3,470.00			\$151,471	\$520.50
Apr, 2012	\$2,447	\$148	\$254,049	\$2,595	\$3,470.00			\$153,918	\$520.50
May, 2012	\$2,445	\$149	\$253,899	\$2,594	\$3,469.00			\$156,363	\$520.35
Jun, 2012	\$2,444	\$151	\$253,748	\$2,595	\$3,470.00			\$158,807	\$520.50
Jul, 2012	\$2,442	\$152	\$253,596	\$2,594	\$3,469.00			\$161,249	\$520.35
Aug, 2012	\$2,441	\$154	\$253,442	\$2,595	\$3,470.00			\$163,690	\$520.50
Sep, 2012	\$2,439	\$155	\$253,287	\$2,594	\$3,469.00			\$166,129	\$520.35
Oct, 2012	\$2,438	\$157	\$253,130	\$2,595	\$3,470.00			\$168,567	\$520.50
Nov, 2012	\$2,436	\$158	\$252,972	\$2,594	\$3,469.00			\$171,003	\$520.35
Dec, 2012	\$2,435	\$160	\$252,812	\$2,595	\$3,470.00			\$173,438	\$520.50
2012									
Jan, 2013	\$2,433	\$161	\$252,651	\$2,594	\$3,469.00			\$175,871	\$520.35
Feb, 2013	\$2,432	\$163	\$252,488	\$2,595	\$3,470.00			\$178,303	\$520.50
Mar, 2013	\$2,430	\$164	\$252,324	\$2,594	\$3,469.00			\$180,733	\$520.35
Apr, 2013	\$2,429	\$166	\$252,158	\$2,595	\$3,470.00			\$183,162	\$520.50
May, 2013	\$2,427	\$168	\$251,990	\$2,595	\$3,470.00			\$185,589	\$520.50
Jun, 2013	\$2,425	\$169	\$251,821	\$2,594	\$3,469.00			\$188,014	\$520.35
Jul, 2013	\$2,424	\$171	\$251,650	\$2,595	\$3,470.00			\$190,438	\$520.50
Aug, 2013	\$2,422	\$172	\$251,477	\$2,594	\$3,469.00			\$192,860	\$520.35
Sep, 2013	\$2,420	\$174	\$251,303	\$2,594	\$3,469.00			\$195,280	\$520.35
Oct, 2013	\$2,419	\$176	\$251,128	\$2,595	\$3,470.00			\$197,699	\$520.50
Nov, 2013	\$2,417	\$178	\$250,950	\$2,595	\$3,470.00			\$200,116	\$520.50
Dec, 2013	\$2,415	\$179	\$250,771	\$2,594	\$3,469.00			\$202,531	\$520.35
2013									
Jan, 2014	\$2,414	\$181	\$250,590	\$2,595	\$3,470.00			\$204,945	\$520.50
Feb, 2014	\$2,412	\$183	\$250,407	\$2,595	\$3,470.00			\$207,357	\$520.50
Mar, 2014	\$2,410	\$184	\$250,223	\$2,594	\$3,469.00			\$209,767	\$520.35
Apr, 2014	\$2,408	\$186	\$250,036	\$2,594	\$3,469.00			\$212,175	\$520.35
May, 2014	\$2,407	\$188	\$249,848	\$2,595	\$3,470.00			\$214,582	\$520.50
Jun, 2014	\$2,405	\$190	\$249,659	\$2,595	\$3,470.00			\$216,987	\$520.50
Jul, 2014	\$2,403	\$192	\$249,467	\$2,595	\$3,470.00			\$219,390	\$520.50
Aug, 2014	\$2,401	\$194	\$249,273	\$2,595	\$3,470.00			\$221,791	\$520.50
Sep, 2014	\$2,399	\$195	\$249,078	\$2,594	\$3,469.00			\$224,190	\$520.35
Oct, 2014	\$2,397	\$197	\$248,881	\$2,594	\$3,469.00			\$226,587	\$520.35
Nov, 2014	\$2,395	\$199	\$248,682	\$2,594	\$3,469.00			\$228,982	\$520.35
Dec, 2014	\$2,394	\$201	\$248,481	\$2,595	\$3,470.00			\$231,376	\$520.50

FRAUDULENT MORTGAGE FILED

FRAUDULENT MORTGAGE BASED ON FREMONT PAYMENT

PRINCIPAL \$261,000 Interest Rate 11.5% (fixed) Term 30 year

Date	Interest	Principal	Balance	Monthly P+I	Monthly Pmt	Principal Pd Annually	Principal Paid to Date	Interest Paid to Date	Extraneous Fees
2014									
Jan, 2015	\$2,392	\$203	\$248,278	\$2,595	\$3,470.00			\$233,768	\$520.50
Feb, 2015	\$2,390	\$205	\$248,073	\$2,595	\$3,470.00			\$236,158	\$520.50
Mar, 2015	\$2,388	\$207	\$247,866	\$2,595	\$3,470.00			\$238,546	\$520.50
Apr, 2015	\$2,386	\$209	\$247,657	\$2,595	\$3,470.00			\$240,932	\$520.50
May, 2015	\$2,384	\$211	\$247,446	\$2,595	\$3,470.00			\$243,316	\$520.50
Jun, 2015	\$2,382	\$213	\$247,233	\$2,595	\$3,470.00			\$245,698	\$520.50
Jul, 2015	\$2,380	\$215	\$247,018	\$2,595	\$3,470.00			\$248,078	\$520.50
Aug, 2015	\$2,378	\$217	\$246,801	\$2,595	\$3,470.00			\$250,456	\$520.50
Sep, 2015	\$2,375	\$219	\$246,582	\$2,594	\$3,469.00			\$252,831	\$520.35
Oct, 2015	\$2,373	\$221	\$246,360	\$2,594	\$3,469.00			\$255,204	\$520.35
Nov, 2015	\$2,371	\$223	\$246,137	\$2,594	\$3,469.00			\$257,575	\$520.35
Dec, 2015	\$2,369	\$226	\$245,911	\$2,595	\$3,470.00			\$259,944	\$520.50
2015									
Jan, 2016	\$2,367	\$228	\$245,684	\$2,595	\$3,470.00			\$262,311	\$520.50
Feb, 2016	\$2,365	\$230	\$245,454	\$2,595	\$3,470.00			\$264,676	\$520.50
Mar, 2016	\$2,362	\$232	\$245,222	\$2,594	\$3,469.00			\$267,038	\$520.35
Apr, 2016	\$2,360	\$234	\$244,987	\$2,594	\$3,469.00			\$269,398	\$520.35
May, 2016	\$2,358	\$237	\$244,751	\$2,595	\$3,470.00			\$271,756	\$520.50
Jun, 2016	\$2,356	\$239	\$244,512	\$2,595	\$3,470.00			\$274,112	\$520.50
Jul, 2016	\$2,353	\$241	\$244,271	\$2,594	\$3,469.00			\$276,465	\$520.35
Aug, 2016	\$2,351	\$244	\$244,027	\$2,595	\$3,470.00			\$278,816	\$520.50
Sep, 2016	\$2,349	\$246	\$243,781	\$2,595	\$3,470.00			\$281,165	\$520.50
Oct, 2016	\$2,346	\$248	\$243,533	\$2,594	\$3,469.00			\$283,511	\$520.35
Nov, 2016	\$2,344	\$251	\$243,282	\$2,595	\$3,470.00			\$285,855	\$520.50
Dec, 2016	\$2,342	\$253	\$243,029	\$2,595	\$3,470.00			\$288,197	\$520.50
2016									
Jan, 2017	\$2,339	\$255	\$242,774	\$2,594	\$3,469.00			\$290,536	\$520.35
Feb, 2017	\$2,337	\$258	\$242,516	\$2,595	\$3,470.00			\$292,873	\$520.50
Mar, 2017	\$2,334	\$260	\$242,256	\$2,594	\$3,469.00			\$295,207	\$520.35
Apr, 2017	\$2,332	\$263	\$241,993	\$2,595	\$3,470.00			\$297,539	\$520.50
May, 2017	\$2,329	\$265	\$241,727	\$2,594	\$3,469.00			\$299,868	\$520.35
Jun, 2017	\$2,327	\$268	\$241,459	\$2,595	\$3,470.00			\$302,195	\$520.50
Jul, 2017	\$2,324	\$271	\$241,189	\$2,595	\$3,470.00			\$304,519	\$520.50
Aug, 2017	\$2,321	\$273	\$240,915	\$2,594	\$3,469.00			\$306,840	\$520.35
Sep, 2017	\$2,319	\$276	\$240,640	\$2,595	\$3,470.00			\$309,159	\$520.50
Oct, 2017	\$2,316	\$278	\$240,361	\$2,594	\$3,469.00			\$311,475	\$520.35
Nov, 2017	\$2,313	\$281	\$240,080	\$2,594	\$3,469.00			\$313,788	\$520.35
Dec, 2017	\$2,311	\$284	\$239,796	\$2,595	\$3,470.00			\$316,099	\$520.50
2017									
Jan, 2018	\$2,308	\$287	\$239,510	\$2,595	\$3,470.00			\$318,407	\$520.50
Feb, 2018	\$2,305	\$289	\$239,220	\$2,594	\$3,469.00			\$320,712	\$520.35
Mar, 2018	\$2,302	\$292	\$238,928	\$2,594	\$3,469.00			\$323,014	\$520.35
Apr, 2018	\$2,300	\$295	\$238,633	\$2,595	\$3,470.00			\$325,314	\$520.50
May, 2018	\$2,297	\$298	\$238,335	\$2,595	\$3,470.00			\$327,611	\$520.50
Jun, 2018	\$2,294	\$301	\$238,035	\$2,595	\$3,470.00			\$329,905	\$520.50
Jul, 2018	\$2,291	\$304	\$237,731	\$2,595	\$3,470.00			\$332,196	\$520.50
Aug, 2018	\$2,288	\$306	\$237,425	\$2,594	\$3,469.00			\$334,484	\$520.35
Sep, 2018	\$2,285	\$309	\$237,115	\$2,594	\$3,469.00			\$336,769	\$520.35
Oct, 2018	\$2,282	\$312	\$236,803	\$2,594	\$3,469.00			\$339,051	\$520.35
Nov, 2018	\$2,279	\$315	\$236,488	\$2,594	\$3,469.00			\$341,330	\$520.35
Dec, 2018	\$2,276	\$318	\$236,169	\$2,594	\$3,469.00			\$343,606	\$520.35

FRAUDULENT MORTGAGE FILED

FRAUDULENT MORTGAGE BASED ON FREMONT PAYMENT

PRINCIPAL \$261,000 Interest Rate 11.5% (fixed) Term 30 year

Date	Interest	Principal	Balance	Monthly P+I	Monthly Pmt	Principal Pd Annually	Principal Paid to Date	Interest Paid to Date	Extraneous Fees
2018									
Jan, 2019	\$2,273	\$321	\$235,848	\$2,594	\$3,469.00			\$345,879	\$520.35
Feb, 2019	\$2,270	\$325	\$235,523	\$2,595	\$3,470.00			\$348,149	\$520.50
Mar, 2019	\$2,267	\$328	\$235,195	\$2,595	\$3,470.00			\$350,416	\$520.50
Apr, 2019	\$2,264	\$331	\$234,864	\$2,595	\$3,470.00			\$352,680	\$520.50
May, 2019	\$2,261	\$334	\$234,530	\$2,595	\$3,470.00			\$354,941	\$520.50
Jun, 2019	\$2,257	\$337	\$234,193	\$2,594	\$3,469.00			\$357,198	\$520.35
Jul, 2019	\$2,254	\$341	\$233,853	\$2,595	\$3,470.00			\$359,452	\$520.50
Aug, 2019	\$2,251	\$344	\$233,509	\$2,595	\$3,470.00			\$361,703	\$520.50
Sep, 2019	\$2,248	\$347	\$233,162	\$2,595	\$3,470.00			\$363,951	\$520.50
Oct, 2019	\$2,244	\$350	\$232,811	\$2,594	\$3,469.00			\$366,195	\$520.35
Nov, 2019	\$2,241	\$354	\$232,458	\$2,595	\$3,470.00			\$368,436	\$520.50
Dec, 2019	\$2,237	\$357	\$232,100	\$2,594	\$3,469.00			\$370,673	\$520.35
2019									
Jan, 2020	\$2,234	\$361	\$231,740	\$2,595	\$3,470.00			\$372,907	\$520.50
Feb, 2020	\$2,230	\$364	\$231,376	\$2,594	\$3,469.00			\$375,137	\$520.35
Mar, 2020	\$2,227	\$368	\$231,008	\$2,595	\$3,470.00			\$377,364	\$520.50
Apr, 2020	\$2,223	\$371	\$230,637	\$2,594	\$3,469.00			\$379,587	\$520.35
May, 2020	\$2,220	\$375	\$230,262	\$2,595	\$3,470.00			\$381,807	\$520.50
Jun, 2020	\$2,216	\$378	\$229,884	\$2,594	\$3,469.00			\$384,023	\$520.35
Jul, 2020	\$2,213	\$382	\$229,502	\$2,595	\$3,470.00			\$386,236	\$520.50
Aug, 2020	\$2,209	\$386	\$229,116	\$2,595	\$3,470.00			\$388,445	\$520.50
Sep, 2020	\$2,205	\$389	\$228,727	\$2,594	\$3,469.00			\$390,650	\$520.35
Oct, 2020	\$2,201	\$393	\$228,333	\$2,594	\$3,469.00			\$392,851	\$520.35
Nov, 2020	\$2,198	\$397	\$227,937	\$2,595	\$3,470.00			\$395,049	\$520.50
Dec, 2020	\$2,194	\$401	\$227,536	\$2,595	\$3,470.00			\$397,243	\$520.50
2020									
Jan, 2021	\$2,190	\$405	\$227,131	\$2,595	\$3,470.00			\$399,433	\$520.50
Feb, 2021	\$2,186	\$408	\$226,723	\$2,594	\$3,469.00			\$401,619	\$520.35
Mar, 2021	\$2,182	\$412	\$226,310	\$2,594	\$3,469.00			\$403,801	\$520.35
Apr, 2021	\$2,178	\$416	\$225,894	\$2,594	\$3,469.00			\$405,979	\$520.35
May, 2021	\$2,174	\$420	\$225,474	\$2,594	\$3,469.00			\$408,153	\$520.35
Jun, 2021	\$2,170	\$424	\$225,049	\$2,594	\$3,469.00			\$410,323	\$520.35
Jul, 2021	\$2,166	\$429	\$224,621	\$2,595	\$3,470.00			\$412,489	\$520.50
Aug, 2021	\$2,162	\$433	\$224,188	\$2,595	\$3,470.00			\$414,651	\$520.50
Sep, 2021	\$2,158	\$437	\$223,751	\$2,595	\$3,470.00			\$416,809	\$520.50
Oct, 2021	\$2,154	\$441	\$223,310	\$2,595	\$3,470.00			\$418,963	\$520.50
Nov, 2021	\$2,149	\$445	\$222,865	\$2,594	\$3,469.00			\$421,112	\$520.35
Dec, 2021	\$2,145	\$450	\$222,415	\$2,595	\$3,470.00			\$423,257	\$520.50
2021									
Jan, 2022	\$2,141	\$454	\$221,961	\$2,595	\$3,470.00			\$425,398	\$520.50
Feb, 2022	\$2,136	\$458	\$221,503	\$2,594	\$3,469.00			\$427,534	\$520.35
Mar, 2022	\$2,132	\$463	\$221,040	\$2,595	\$3,470.00			\$429,666	\$520.50
Apr, 2022	\$2,128	\$467	\$220,573	\$2,595	\$3,470.00			\$431,794	\$520.50
May, 2022	\$2,123	\$472	\$220,102	\$2,595	\$3,470.00			\$433,917	\$520.50
Jun, 2022	\$2,118	\$476	\$219,626	\$2,594	\$3,469.00			\$436,035	\$520.35
Jul, 2022	\$2,114	\$481	\$219,145	\$2,595	\$3,470.00			\$438,149	\$520.50
Aug, 2022	\$2,109	\$485	\$218,660	\$2,594	\$3,469.00			\$440,258	\$520.35
Sep, 2022	\$2,105	\$490	\$218,170	\$2,595	\$3,470.00			\$442,363	\$520.50
Oct, 2022	\$2,100	\$495	\$217,675	\$2,595	\$3,470.00			\$444,463	\$520.50
Nov, 2022	\$2,095	\$500	\$217,175	\$2,595	\$3,470.00			\$446,558	\$520.50
Dec, 2022	\$2,090	\$504	\$216,671	\$2,594	\$3,469.00			\$448,648	\$520.35

FRAUDULENT MORTGAGE FILED

FRAUDULENT MORTGAGE BASED ON FREMONT PAYMENT

PRINCIPAL \$261,000 Interest Rate 11.5% (fixed) Term 30 year

Date	Interest	Principal	Balance	Monthly P+I	Monthly Pmt	Principal Pd Annually	Principal Paid to Date	Interest Paid to Date	Extraneous Fees
2022									
Jan, 2023	\$2,085	\$509	\$216,162	\$2,594	\$3,469.00			\$450,733	\$520.35
Feb, 2023	\$2,081	\$514	\$215,648	\$2,595	\$3,470.00			\$452,814	\$520.50
Mar, 2023	\$2,076	\$519	\$215,129	\$2,595	\$3,470.00			\$454,890	\$520.50
Apr, 2023	\$2,071	\$524	\$214,605	\$2,595	\$3,470.00			\$456,961	\$520.50
May, 2023	\$2,066	\$529	\$214,076	\$2,595	\$3,470.00			\$459,027	\$520.50
Jun, 2023	\$2,060	\$534	\$213,542	\$2,594	\$3,469.00			\$461,087	\$520.35
Jul, 2023	\$2,055	\$539	\$213,002	\$2,594	\$3,469.00			\$463,142	\$520.35
Aug, 2023	\$2,050	\$544	\$212,458	\$2,594	\$3,469.00			\$465,192	\$520.35
Sep, 2023	\$2,045	\$550	\$211,908	\$2,595	\$3,470.00			\$467,237	\$520.50
Oct, 2023	\$2,040	\$555	\$211,353	\$2,595	\$3,470.00			\$469,277	\$520.50
Nov, 2023	\$2,034	\$560	\$210,793	\$2,594	\$3,469.00			\$471,311	\$520.35
Dec, 2023	\$2,029	\$566	\$210,227	\$2,595	\$3,470.00			\$473,340	\$520.50
2023									
Jan, 2024	\$2,023	\$571	\$209,656	\$2,594	\$3,469.00			\$475,363	\$520.35
Feb, 2024	\$2,018	\$577	\$209,079	\$2,595	\$3,470.00			\$477,381	\$520.50
Mar, 2024	\$2,012	\$582	\$208,497	\$2,594	\$3,469.00			\$479,393	\$520.35
Apr, 2024	\$2,007	\$588	\$207,909	\$2,595	\$3,470.00			\$481,400	\$520.50
May, 2024	\$2,001	\$593	\$207,316	\$2,594	\$3,469.00			\$483,401	\$520.35
Jun, 2024	\$1,995	\$599	\$206,716	\$2,594	\$3,469.00			\$485,396	\$520.35
Jul, 2024	\$1,990	\$605	\$206,111	\$2,595	\$3,470.00			\$487,386	\$520.50
Aug, 2024	\$1,984	\$611	\$205,501	\$2,595	\$3,470.00			\$489,370	\$520.50
Sep, 2024	\$1,978	\$617	\$204,884	\$2,595	\$3,470.00			\$491,348	\$520.50
Oct, 2024	\$1,972	\$623	\$204,261	\$2,595	\$3,470.00			\$493,320	\$520.50
Nov, 2024	\$1,966	\$629	\$203,633	\$2,595	\$3,470.00			\$495,286	\$520.50
Dec, 2024	\$1,960	\$635	\$202,998	\$2,595	\$3,470.00			\$497,246	\$520.50
2024									
Jan, 2025	\$1,954	\$641	\$202,357	\$2,595	\$3,470.00			\$499,200	\$520.50
Feb, 2025	\$1,948	\$647	\$201,710	\$2,595	\$3,470.00			\$501,148	\$520.50
Mar, 2025	\$1,941	\$653	\$201,057	\$2,594	\$3,469.00			\$503,089	\$520.35
Apr, 2025	\$1,935	\$659	\$200,398	\$2,594	\$3,469.00			\$505,024	\$520.35
May, 2025	\$1,929	\$666	\$199,732	\$2,595	\$3,470.00			\$506,953	\$520.50
Jun, 2025	\$1,922	\$672	\$199,060	\$2,594	\$3,469.00			\$508,875	\$520.35
Jul, 2025	\$1,916	\$679	\$198,381	\$2,595	\$3,470.00			\$510,791	\$520.50
Aug, 2025	\$1,909	\$685	\$197,696	\$2,594	\$3,469.00			\$512,700	\$520.35
Sep, 2025	\$1,903	\$692	\$197,004	\$2,595	\$3,470.00			\$514,603	\$520.50
Oct, 2025	\$1,896	\$698	\$196,306	\$2,594	\$3,469.00			\$516,499	\$520.35
Nov, 2025	\$1,889	\$705	\$195,600	\$2,594	\$3,469.00			\$518,388	\$520.35
Dec, 2025	\$1,883	\$712	\$194,888	\$2,595	\$3,470.00			\$520,271	\$520.50
2025									
Jan, 2026	\$1,876	\$719	\$194,170	\$2,595	\$3,470.00			\$522,147	\$520.50
Feb, 2026	\$1,869	\$726	\$193,444	\$2,595	\$3,470.00			\$524,016	\$520.50
Mar, 2026	\$1,862	\$733	\$192,711	\$2,595	\$3,470.00			\$525,878	\$520.50
Apr, 2026	\$1,855	\$740	\$191,971	\$2,595	\$3,470.00			\$527,733	\$520.50
May, 2026	\$1,848	\$747	\$191,224	\$2,595	\$3,470.00			\$529,581	\$520.50
Jun, 2026	\$1,841	\$754	\$190,470	\$2,595	\$3,470.00			\$531,422	\$520.50
Jul, 2026	\$1,833	\$761	\$189,709	\$2,594	\$3,469.00			\$533,255	\$520.35
Aug, 2026	\$1,826	\$769	\$188,940	\$2,595	\$3,470.00			\$535,081	\$520.50
Sep, 2026	\$1,819	\$776	\$188,164	\$2,595	\$3,470.00			\$536,900	\$520.50
Oct, 2026	\$1,811	\$784	\$187,381	\$2,595	\$3,470.00			\$538,711	\$520.50
Nov, 2026	\$1,804	\$791	\$186,590	\$2,595	\$3,470.00			\$540,515	\$520.50
Dec, 2026	\$1,796	\$799	\$185,791	\$2,595	\$3,470.00			\$542,311	\$520.50

FRAUDULENT MORTGAGE FILED

FRAUDULENT MORTGAGE BASED ON FREMONT PAYMENT

PRINCIPAL \$261,000 Interest Rate 11.5% (fixed) Term 30 year

Date	Interest	Principal	Balance	Monthly P+I	Monthly Pmt	Principal Pd Annually	Principal Paid to Date	Interest Paid to Date	Extraneous Fees
2026									
Jan, 2027	\$1,788	\$806	\$184,985	\$2,594	\$3,469.00			\$544,099	\$520.35
Feb, 2027	\$1,780	\$814	\$184,170	\$2,594	\$3,469.00			\$545,879	\$520.35
Mar, 2027	\$1,773	\$822	\$183,348	\$2,595	\$3,470.00			\$547,652	\$520.50
Apr, 2027	\$1,765	\$830	\$182,518	\$2,595	\$3,470.00			\$549,417	\$520.50
May, 2027	\$1,757	\$838	\$181,681	\$2,595	\$3,470.00			\$551,174	\$520.50
Jun, 2027	\$1,749	\$846	\$180,835	\$2,595	\$3,470.00			\$552,923	\$520.50
Jul, 2027	\$1,741	\$854	\$179,981	\$2,595	\$3,470.00			\$554,664	\$520.50
Aug, 2027	\$1,732	\$862	\$179,118	\$2,594	\$3,469.00			\$556,396	\$520.35
Sep, 2027	\$1,724	\$871	\$178,248	\$2,595	\$3,470.00			\$558,120	\$520.50
Oct, 2027	\$1,716	\$879	\$177,369	\$2,595	\$3,470.00			\$559,836	\$520.50
Nov, 2027	\$1,707	\$887	\$176,481	\$2,594	\$3,469.00			\$561,543	\$520.35
Dec, 2027	\$1,699	\$896	\$175,585	\$2,595	\$3,470.00			\$563,242	\$520.50
2027									
Jan, 2028	\$1,690	\$905	\$174,681	\$2,595	\$3,470.00			\$564,932	\$520.50
Feb, 2028	\$1,681	\$913	\$173,767	\$2,594	\$3,469.00			\$566,613	\$520.35
Mar, 2028	\$1,673	\$922	\$172,845	\$2,595	\$3,470.00			\$568,286	\$520.50
Apr, 2028	\$1,664	\$931	\$171,914	\$2,595	\$3,470.00			\$569,950	\$520.50
May, 2028	\$1,655	\$940	\$170,974	\$2,595	\$3,470.00			\$571,605	\$520.50
Jun, 2028	\$1,646	\$949	\$170,025	\$2,595	\$3,470.00			\$573,251	\$520.50
Jul, 2028	\$1,636	\$958	\$169,067	\$2,594	\$3,469.00			\$574,887	\$520.35
Aug, 2028	\$1,627	\$967	\$168,100	\$2,594	\$3,469.00			\$576,514	\$520.35
Sep, 2028	\$1,618	\$977	\$167,123	\$2,595	\$3,470.00			\$578,132	\$520.50
Oct, 2028	\$1,609	\$986	\$166,137	\$2,595	\$3,470.00			\$579,741	\$520.50
Nov, 2028	\$1,599	\$996	\$165,141	\$2,595	\$3,470.00			\$581,340	\$520.50
Dec, 2028	\$1,589	\$1,005	\$164,136	\$2,594	\$3,469.00			\$582,929	\$520.35
2028									
Jan, 2029	\$1,580	\$1,015	\$163,122	\$2,595	\$3,470.00			\$584,509	\$520.50
Feb, 2029	\$1,570	\$1,025	\$162,097	\$2,595	\$3,470.00			\$586,079	\$520.50
Mar, 2029	\$1,560	\$1,034	\$161,063	\$2,594	\$3,469.00			\$587,639	\$520.35
Apr, 2029	\$1,550	\$1,044	\$160,018	\$2,594	\$3,469.00			\$589,189	\$520.35
May, 2029	\$1,540	\$1,054	\$158,964	\$2,594	\$3,469.00			\$590,729	\$520.35
Jun, 2029	\$1,530	\$1,065	\$157,899	\$2,595	\$3,470.00			\$592,259	\$520.50
Jul, 2029	\$1,520	\$1,075	\$156,824	\$2,595	\$3,470.00			\$593,779	\$520.50
Aug, 2029	\$1,509	\$1,085	\$155,739	\$2,594	\$3,469.00			\$595,288	\$520.35
Sep, 2029	\$1,499	\$1,096	\$154,643	\$2,595	\$3,470.00			\$596,787	\$520.50
Oct, 2029	\$1,488	\$1,106	\$153,537	\$2,594	\$3,469.00			\$598,275	\$520.35
Nov, 2029	\$1,478	\$1,117	\$152,420	\$2,595	\$3,470.00			\$599,753	\$520.50
Dec, 2029	\$1,467	\$1,128	\$151,293	\$2,595	\$3,470.00			\$601,220	\$520.50
2029									
Jan, 2030	\$1,456	\$1,138	\$150,154	\$2,594	\$3,469.00			\$602,676	\$520.35
Feb, 2030	\$1,445	\$1,149	\$149,005	\$2,594	\$3,469.00			\$604,121	\$520.35
Mar, 2030	\$1,434	\$1,160	\$147,845	\$2,594	\$3,469.00			\$605,555	\$520.35
Apr, 2030	\$1,423	\$1,172	\$146,673	\$2,595	\$3,470.00			\$606,978	\$520.50
May, 2030	\$1,412	\$1,183	\$145,490	\$2,595	\$3,470.00			\$608,390	\$520.50
Jun, 2030	\$1,400	\$1,194	\$144,296	\$2,594	\$3,469.00			\$609,790	\$520.35
Jul, 2030	\$1,389	\$1,206	\$143,090	\$2,595	\$3,470.00			\$611,179	\$520.50
Aug, 2030	\$1,377	\$1,217	\$141,873	\$2,594	\$3,469.00			\$612,556	\$520.35
Sep, 2030	\$1,366	\$1,229	\$140,644	\$2,595	\$3,470.00			\$613,922	\$520.50
Oct, 2030	\$1,354	\$1,241	\$139,403	\$2,595	\$3,470.00			\$615,276	\$520.50
Nov, 2030	\$1,342	\$1,253	\$138,150	\$2,595	\$3,470.00			\$616,618	\$520.50
Dec, 2030	\$1,330	\$1,265	\$136,885	\$2,595	\$3,470.00			\$617,948	\$520.50

FRAUDULENT MORTGAGE FILED

FRAUDULENT MORTGAGE BASED ON FREMONT PAYMENT

PRINCIPAL \$261,000 Interest Rate 11.5% (fixed) Term 30 year

Date	Interest	Principal	Balance	Monthly P+I	Monthly Pmt	Principal Pd Annually	Principal Paid to Date	Interest Paid to Date	Extraneous Fees
2030									
Jan, 2031	\$1,318	\$1,277	\$135,608	\$2,595	\$3,470.00			\$619,266	\$520.50
Feb, 2031	\$1,305	\$1,289	\$134,318	\$2,594	\$3,469.00			\$620,571	\$520.35
Mar, 2031	\$1,293	\$1,302	\$133,016	\$2,595	\$3,470.00			\$621,864	\$520.50
Apr, 2031	\$1,280	\$1,314	\$131,702	\$2,594	\$3,469.00			\$623,144	\$520.35
May, 2031	\$1,268	\$1,327	\$130,375	\$2,595	\$3,470.00			\$624,412	\$520.50
Jun, 2031	\$1,255	\$1,340	\$129,035	\$2,595	\$3,470.00			\$625,667	\$520.50
Jul, 2031	\$1,242	\$1,353	\$127,683	\$2,595	\$3,470.00			\$626,909	\$520.50
Aug, 2031	\$1,229	\$1,366	\$126,317	\$2,595	\$3,470.00			\$628,138	\$520.50
Sep, 2031	\$1,216	\$1,379	\$124,938	\$2,595	\$3,470.00			\$629,354	\$520.50
Oct, 2031	\$1,203	\$1,392	\$123,546	\$2,595	\$3,470.00			\$630,557	\$520.50
Nov, 2031	\$1,189	\$1,405	\$122,141	\$2,594	\$3,469.00			\$631,746	\$520.35
Dec, 2031	\$1,176	\$1,419	\$120,722	\$2,595	\$3,470.00			\$632,922	\$520.50
2031									
Jan, 2032	\$1,162	\$1,433	\$119,289	\$2,595	\$3,470.00			\$634,084	\$520.50
Feb, 2032	\$1,148	\$1,446	\$117,842	\$2,594	\$3,469.00			\$635,232	\$520.35
Mar, 2032	\$1,134	\$1,460	\$116,382	\$2,594	\$3,469.00			\$636,366	\$520.35
Apr, 2032	\$1,120	\$1,474	\$114,908	\$2,594	\$3,469.00			\$637,486	\$520.35
May, 2032	\$1,106	\$1,489	\$113,419	\$2,595	\$3,470.00			\$638,592	\$520.50
Jun, 2032	\$1,092	\$1,503	\$111,916	\$2,595	\$3,470.00			\$639,684	\$520.50
Jul, 2032	\$1,077	\$1,517	\$110,399	\$2,594	\$3,469.00			\$640,761	\$520.35
Aug, 2032	\$1,063	\$1,532	\$108,867	\$2,595	\$3,470.00			\$641,824	\$520.50
Sep, 2032	\$1,048	\$1,547	\$107,320	\$2,595	\$3,470.00			\$642,872	\$520.50
Oct, 2032	\$1,033	\$1,562	\$105,758	\$2,595	\$3,470.00			\$643,905	\$520.50
Nov, 2032	\$1,018	\$1,577	\$104,181	\$2,595	\$3,470.00			\$644,923	\$520.50
Dec, 2032	\$1,003	\$1,592	\$102,590	\$2,595	\$3,470.00			\$645,926	\$520.50
2032									
Jan, 2033	\$987	\$1,607	\$100,982	\$2,594	\$3,469.00			\$646,913	\$520.35
Feb, 2033	\$972	\$1,623	\$99,360	\$2,595	\$3,470.00			\$647,885	\$520.50
Mar, 2033	\$956	\$1,638	\$97,721	\$2,594	\$3,469.00			\$648,841	\$520.35
Apr, 2033	\$941	\$1,654	\$96,067	\$2,595	\$3,470.00			\$649,782	\$520.50
May, 2033	\$925	\$1,670	\$94,397	\$2,595	\$3,470.00			\$650,707	\$520.50
Jun, 2033	\$909	\$1,686	\$92,711	\$2,595	\$3,470.00			\$651,616	\$520.50
Jul, 2033	\$892	\$1,702	\$91,009	\$2,594	\$3,469.00			\$652,508	\$520.35
Aug, 2033	\$876	\$1,719	\$89,290	\$2,595	\$3,470.00			\$653,384	\$520.50
Sep, 2033	\$859	\$1,735	\$87,555	\$2,594	\$3,469.00			\$654,243	\$520.35
Oct, 2033	\$843	\$1,752	\$85,803	\$2,595	\$3,470.00			\$655,086	\$520.50
Nov, 2033	\$826	\$1,769	\$84,035	\$2,595	\$3,470.00			\$655,912	\$520.50
Dec, 2033	\$809	\$1,786	\$82,249	\$2,595	\$3,470.00			\$656,721	\$520.50

FRAUDULENT MORTGAGE FILED

FRAUDULENT MORTGAGE BASED ON FREMONT PAYMENT

PRINCIPAL \$261,000 Interest Rate 11.5% (fixed) Term 30 year

Date	Interest	Principal	Balance	Monthly P+I	Monthly Pmt	Principal Pd Annually	Principal Paid to Date	Interest Paid to Date	Extraneous Fees
2033									
Jan, 2034	\$792	\$1,803	\$80,446	\$2,595	\$3,470.00			\$657,513	\$520.50
Feb, 2034	\$774	\$1,820	\$78,625	\$2,594	\$3,469.00			\$658,287	\$520.35
Mar, 2034	\$757	\$1,838	\$76,788	\$2,595	\$3,470.00			\$659,044	\$520.50
Apr, 2034	\$739	\$1,856	\$74,932	\$2,595	\$3,470.00			\$659,783	\$520.50
May, 2034	\$721	\$1,873	\$73,059	\$2,594	\$3,469.00			\$660,504	\$520.35
Jun, 2034	\$703	\$1,891	\$71,167	\$2,594	\$3,469.00			\$661,207	\$520.35
Jul, 2034	\$685	\$1,910	\$69,258	\$2,595	\$3,470.00			\$661,892	\$520.50
Aug, 2034	\$667	\$1,928	\$67,330	\$2,595	\$3,470.00			\$662,559	\$520.50
Sep, 2034	\$648	\$1,947	\$65,383	\$2,595	\$3,470.00			\$663,207	\$520.50
Oct, 2034	\$629	\$1,965	\$63,418	\$2,594	\$3,469.00			\$663,836	\$520.35
Nov, 2034	\$610	\$1,984	\$61,433	\$2,594	\$3,469.00			\$664,446	\$520.35
Dec, 2034	\$591	\$2,003	\$59,430	\$2,594	\$3,469.00			\$665,037	\$520.35
2034									
Jan, 2035	\$572	\$2,023	\$57,407	\$2,595	\$3,470.00			\$665,609	\$520.50
Feb, 2035	\$553	\$2,042	\$55,365	\$2,595	\$3,470.00			\$666,162	\$520.50
Mar, 2035	\$533	\$2,062	\$53,304	\$2,595	\$3,470.00			\$666,695	\$520.50
Apr, 2035	\$513	\$2,082	\$51,222	\$2,595	\$3,470.00			\$667,208	\$520.50
May, 2035	\$493	\$2,102	\$49,120	\$2,595	\$3,470.00			\$667,701	\$520.50
Jun, 2035	\$473	\$2,122	\$46,999	\$2,595	\$3,470.00			\$668,174	\$520.50
Jul, 2035	\$452	\$2,142	\$44,856	\$2,594	\$3,469.00			\$668,626	\$520.35
Aug, 2035	\$432	\$2,163	\$42,694	\$2,595	\$3,470.00			\$669,058	\$520.50
Sep, 2035	\$411	\$2,184	\$40,510	\$2,595	\$3,470.00			\$669,469	\$520.50
Oct, 2035	\$390	\$2,205	\$38,305	\$2,595	\$3,470.00			\$669,859	\$520.50
Nov, 2035	\$369	\$2,226	\$36,079	\$2,595	\$3,470.00			\$670,228	\$520.50
Dec, 2035	\$347	\$2,247	\$33,832	\$2,594	\$3,469.00			\$670,575	\$520.35
2035									
Jan, 2036	\$326	\$2,269	\$31,563	\$2,595	\$3,470.00			\$670,901	\$520.50
Feb, 2036	\$304	\$2,291	\$29,272	\$2,595	\$3,470.00			\$671,205	\$520.50
Mar, 2036	\$282	\$2,313	\$26,959	\$2,595	\$3,470.00			\$671,487	\$520.50
Apr, 2036	\$259	\$2,335	\$24,624	\$2,594	\$3,469.00			\$671,746	\$520.35
May, 2036	\$237	\$2,358	\$22,266	\$2,595	\$3,470.00			\$671,983	\$520.50
Jun, 2036	\$214	\$2,380	\$19,886	\$2,594	\$3,469.00			\$672,197	\$520.35
Jul, 2036	\$191	\$2,403	\$17,483	\$2,594	\$3,469.00			\$672,388	\$520.35
Aug, 2036	\$168	\$2,426	\$15,056	\$2,594	\$3,469.00			\$672,556	\$520.35
Sep, 2036	\$145	\$2,450	\$12,607	\$2,595	\$3,470.00			\$672,701	\$520.50
Oct, 2036	\$121	\$2,473	\$10,133	\$2,594	\$3,469.00			\$672,822	\$520.35
Nov, 2036	\$98	\$2,497	\$7,636	\$2,595	\$3,470.00			\$672,920	\$520.50
Dec, 2036	\$74	\$2,521	\$5,115	\$2,595	\$3,470.00			\$672,994	\$520.50
2036									
Jan, 2037	\$49	\$2,545	\$2,570	\$2,594	\$3,469.00			\$673,043	\$520.35
Feb, 2037	\$25	\$2,570	\$0	\$2,595	\$3,470.00			\$673,068	\$520.50
2037	\$74	\$5,115	\$0	\$5,189	\$6,064.00			\$673,142	\$909.60
								\$673,142	\$188,269.50

MORTGAGE HISTORY

541 Scotland Road -- Williams

How Errors or Fraud Business Closings Take Equity

DATE	MORTGAGE PROVIDERS & SERVICERS	OUT OF BUSINESS	PROVIDER/SE RVICER	PRIMARY HELOC	BEGINNING PRINCIPAL BALANCE PER DEFENDANTS	CORRECT PRINCIPAL BALANCE	AMOUNT ADDED TO PRINCIPAL
8/25/1983	City Federal Savings & Loan	YES	P	P	\$75,536	\$75,536	\$0
	Main Street Mortgage	YES	S	P			\$0
	Chase Mortgage (HELOC)	DISMISSED	P	H			\$0
5/6/2002	Aames Home Loan	YES	P	P	\$69,980	\$69,980	\$0
	PCFS Mortgage	YES	S	P			\$0
2006	Litton Home Loan	YES	S	P	\$180,000	\$67,675	\$112,325
3/27/2006	Fremont Home Loan	YES	P	P	\$261,000	\$121,926	\$139,074
2009	Litton Home Loan	YES	S	P	NA	\$121,926	NA
2011	Ocwen	NO	S	P	NA	NA	NA
						TOTAL	\$251,399
	Litton Principal Payments, estimated					\$15,000	
	As of Feb. 15, 2010					\$106,926	

All mortgages issued from te Fremont Home Loan Trust and serviced by Fremont Home Loan should be cancelled immediately. Consumers cannot trust the validity or accuracy of the figures for Fremont mortgages in MERS or any other files and systems.

Office Address:
Fremont Investment & Loan
3110 E Gausti Rd.
Ontario, CA 91761

Fremont Investment & Loan

Phone: 866.484.0291
Fax: 714.431.1283

Fax

To: Veronica Williams **From:** Lorraine

Fax: 888 492 5864 **Pages:** 10

Date: 11/14/07 **CC:**

Re: 8000082616

Urgent **For Review** **Please Comment** **Please Reply** **Please Recycle**

• **Comments:**

Please review, sign and return via fax 714 431 1283

THIS TRANSMISSION IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHOM IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL, AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF THE READER OF THIS TRANSMISSION IS NOT THE INTENDED RECIPIENT OR THE PERSON RESPONSIBLE FOR DELIVERING THE TRANSMISSION TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU RECEIVE THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US BY TELEPHONE IMMEDIATELY. THANK YOU.



Loss Mitigation Department
3110 E. Guasti Rd
Ontario, CA. 91761
Tel No. (866) 484-0291

11/9/2007

Veronica Williams
541 Scotland Rd
South Orange, NJ. 07079

RE: Loan: 8000082616
Property: 541 Scotland Rd
South Orange, NJ. 07079
Dear Veronica Williams

Congratulations! You have been approved for a Loan Modification. This modification changes the interest rate for the remaining term of the loan, effective **11/1/07** to an interest rate of **7.25%** and your principal and interest payment effective as of **12/1/07** to **2,050.60**. **If** your loan is impounded for Taxes and/or Insurance the amount added to this payment will be your monthly escrow collection of **\$990.17** this is based on the last analysis and is subject to change yearly based on your premiums. Please find attached the itemization page with the breakdown of the capitalization.

Enclosed please find two original copies of the Loan Modification Document, one for your records. Please review the Loan Modification Agreement and sign your name exactly as it is printed under the signature line. All parties listed under the agreement **must** sign. Please fax a copy of the signed documents to my attention at fax : **(714)431-1283** AND mail the original documents using the self addressed Federal Express label enclosed.

In addition to the documents, please include your down payment in the amount of **\$6,295.21**. All funds should be made by Western Union Quick Collect to the following:

Code City: **Investors**
Code State: **CA**
Attention: **Loan Number**

Or by certified funds payable to Fremont Investment & Loan and mailed to:

Fremont Investment & Loan
Attn: **Loss Mitigation**
3110 Guasti Road, Ste. 500
Ontario, CA. 91761

Please be advised that we must receive both the signed agreement and the down payment no later than 11/16/2007 , failure to comply may result in Fremont & Investment & Loan's rescission of this loss mitigation option.

Fremont Investment Loan is a debt collector and is attempting to collect a debt, any information obtained will be used for that purpose.

Total Amount Due:

Principal & Interest Payments:	\$33,730.19
Escrow Payments:	\$12,065.21
Late Charges:	\$1,815.02
NSF Fees:	\$0.00
Delinquent Taxes:	\$0.00
Placed Coverage Insurance:	\$0.00
Property Inspection/Appraisal/BPO Fees:	\$613.00
Foreclosure Fees & Cost:	\$2,195.21
Interest on Corporate Advances:	\$65.28
Non-Refundable Modification Fee:	\$0.00
Less Suspense Credits:	\$5,770.00
TOTAL AMOUNT DUE:	\$44,713.91

Itemization of Capitalization:

The following is a breakdown of the amounts we have including in your Capitalization Modification. These items will be spread over the remaining term of your loan per the terms of your Agreement:

Interest Payments:	\$32,526.18
Delinquent Taxes:	\$0.00
Placed Coverage Insurance:	\$0.00
Property Inspection/Appraisal/BPO Fees:	\$613.00
Foreclosure Fees & Cost:	\$2,195.21
Interest on Corp Advances:	\$65.28
Less Suspense Credits:	\$5,770.00
Less Down Payment:	\$6,295.21
TOTAL AMOUNT OF CAPITALIZATION:	\$35,399.67

Outstanding Items:

Please be advised that we **do not** include outstanding Late Charges or NSF fees in the modification. The following amounts will still remain outstanding and are responsible to pay:

Late Charges:	\$1,815.02
NSF Fees:	\$0.00
TOTAL AMOUNT OUTSTANDING:	\$1,815.02

Please be advised that all figures reflected on this page were as of the date of: 11/9/2007
 any additional fees/costs charged to the loan will not be reflected in the Modification Agreement and will be the responsibility of the borrower to pay as stated in the terms of the Note Agreement.

If you have any questions regarding this matter please feel free to contact me at (909)418-3616
 extension # 3616

Sincerely,
 Elizabeth Rayford
 Loss Mitigation Specialist

**RECORD AND RETURN TO:
FIRST AMERICAN TITLE
P.O. BOX 27670
SANTA ANA, CA 92799-7670
ATTN: LMTS**

[Space Above This Line for Recording Data]

8000082616

**LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)**

Original Recorded Date: APRIL 1, 2006

This Loan Modification Agreement ("Agreement"), made this **9TH** day of **NOVEMBER, 2007**,
between **VERONICA WILLIAMS**

("Borrower") and **FREMONT INVESTMENT & LOAN**

("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated **MARCH 31, 2006** and recorded in
, of the **Official** Records of
(Name of Records)

ESSEX COUNTY, NEW JERSEY

and (2) the Note, bearing the same date as,

(County and State, or other Jurisdiction)

and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at

541 SCOTLAND ROAD, SOUTH ORANGE, NEW JERSEY 07079

(Property Address)

the real property described being set forth as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF;

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note and Security Instrument):

1. As of **NOVEMBER 1, 2007** , the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **295,892.58** , consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of **7.250** % , from **NOVEMBER 1, 2007** . Borrower promises to make monthly payments of principal and interest of U.S. \$ **2,050.60** , beginning on the **1ST** day of **DECEMBER, 2007** , and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **7.250** % will remain in effect until principal and interest are paid in full. If on **APRIL 01, 2036** (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.
3. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument.

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

4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:
 - (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and
 - (b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

5. Borrower understands and agrees that:

- (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
- (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.
- (c) Borrower has no right of set-off or counterclaim, or any defense to the obligations of the Note or Security Instrument.
- (d) Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument.
- (e) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
- (f) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.

8000082616

FREMONT INVESTMENT & LOAN

By: **JUAN CARRILLO, AVP** _____ -Lender

VERONICA WILLIAMS _____ -Borrower

_____ -Borrower

_____ -Borrower

_____ -Borrower

_____ -Borrower

_____ -Borrower

EXHIBIT A

BORROWER(S): VERONICA WILLIAMS
LOAN NUMBER: 8000082616

LEGAL DESCRIPTION:

TOWNSHIP OF VILLAGE OF SOUTH ORANGE, COUNTY OF ESSEX, STATE OF NEW JERSEY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: KNOWN AS LOT 74 ON THE MAP OF SCOTRAND HOMES, SITUATED IN THE VILLAGE OF SOUTH ORANGE, ESSEX COUNTY, NEW JERSEY, MADE BY HALSEY BROS., ENGINEERS AND SURVEYORS, MAPLEWOOD, NEW JERSEY, DATED MAY 18, 1965 AND FILED OCTOBER 26, 1965 IN CASE NO. 2859 AT THE OFFICE OF THE REGISTER OF ESSEX COUNTY.

ALSO KNOWN AS: 541 SCOTLAND ROAD, SOUTH ORANGE, NEW JERSEY 07079

**WILLIAMS
541 SCOTLAND ROAD
SOUTH ORANGE, NEW JERSEY 07079
FREMONT INVESTMENT & LOAN**

NOTICE OF NO ORAL AGREEMENTS

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Receipt of Notice. The undersigned hereby admit to having each received and read a copy of this Notice on or before execution of the Loan Agreement. "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, pursuant to which a financial institution loans or delays repayment of or agrees to loan or delay repayment of money, goods or any other thing of value or to otherwise extend credit or make a financial accommodation.

Borrower Date
VERONICA WILLIAMS

Borrower Date

Borrower Date

Borrower Date

Borrower Date

Borrower Date

FAND# FAND033 Rev. 06-11-02

**WILLIAMS
541 SCOTLAND ROAD
SOUTH ORANGE, NEW JERSEY 07079
FREMONT INVESTMENT & LOAN**

8000082616

**ERRORS AND OMISSIONS
COMPLIANCE AGREEMENT**

In consideration of
FREMONT INVESTMENT & LOAN

(the "Lender") agreeing to modify the referenced loan (the "Loan") to the Borrower, the Borrower agrees that if requested by the Lender, the Borrower will correct, or cooperate in the correction of, any clerical errors made in any document or agreement entered into in connection with the modification of the Loan, if deemed necessary or desirable in the reasonable discretion of the Lender, to enable Lender to sell, convey, seek guaranty or market the Loan to any entity, including without limitation, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, the Federal Housing Authority, the Department of Veterans Affairs or any municipal bond authority.

The Borrower agrees to comply with all such requests made by the Lender within 30 days of receipt of written request from the Lender. Borrower agrees to assume all costs that may be incurred by the Lender, including without limitation, actual expenses, legal fees and marketing losses, as a result of the Borrower's failure to comply with all such requests within such 30 day time period.

The Borrower makes this agreement in order to assure that the documents and agreements executed in connection with the modification of the Loan will conform to and be acceptable in the marketplace in the event the Loan is transferred, conveyed, guaranteed or marketed by the Lender.

VERONICA WILLIAMS _____ Date

_____ Date

_____ Date

_____ Date

_____ Date

_____ Date

Veronica A. Williams
P.O. Box 978
South Orange, NJ 07079
Email StopFraud@vawilliams.com
Phone 973-715-8580

SUPERIOR COURT OF NEW JERSEY

HSBC Bank USA, National Association as
Trustee for Fremont Home Loan Trust 2006-
C, Mortgage-Backed Certificates, Series
2006-C

Plaintiff

Veronica Williams, et als.

Defendant, Pro Se

IN THE SUPERIOR COURT OF NEW JERSEY
ESSEX COUNTY
CHANCERY DIVISION

Case No. F – 000839-13

**BRIEF TO MEET MOTION DEFICIENCY
IN RESPONSE TO CHC2019204674:**
**EXECUTE INJUNCTION AGAINST SALE OF
541 SCOTLAND ROAD, SOUTH ORANGE, NJ,
and DISMISS FORECLOSURE, and
DISMISS MORTGAGE AGAINST 541
SCOTLAND ROAD, S. ORANGE, NJ**

RELATED CASES:

U.S. Court of Appeals, Third District 19-1032
U.S. District Court of NJ Case 2:16-cv-05301-ES-JAD
NJ Case Docket No. ESSX L – 004753-13
NJ Case Docket No. ESSX L – 000081-11

**BRIEF TO MEET MOTION DEFICIENCY IN RESPONSE TO
TRANSACTION ID CHC2019204698
IN SUPPORT OF MOTION FOR:
INJUNCTION AGAINST THE SALE OF 541 SCOTLAND ROAD, S. ORANGE, NJ AND
DISMISSAL OF FORECLOSURE AND
DISMISSAL OF MORTGAGE**

PROOF HEARING FILING

This was Filed 2015 but never entered into Court Records

Proof Filing Shared

C:\CriticalFiles\CURRENT_Post2010\Veronica Williams\Legal_Prep\Case_Litig\com\COURT_NJ-Motion-for-Proof-Hearing-2015_SHARED.pdf PP 201 [CLICK HERE](#)

PROOF HEARING DOCUMENTS

EXCERPTS FROM PROOF HEARING DOCUMENT FILED WITH SUPERIOUR COURT OF NJ – 2015 (OL & on PC)			
PAGE FIRST	PAGE LAST	DESCRIPTION	VENUE
10	11	Certification of Service to Defendants' attorney, Seiden	ALL
20	22	Exhibit 45 – Defendants Deceive Plaintiff False Inducement to Action PC	ALL
23	82	Supporting Evidence of Premeditation	USDC
83	85	NJ Attorney General Announces Mortgage Fraud Lawsuits	ALL
86	87	Supporting Evidence of Premeditation	USDC
102	–	Federal Reserve Enforcement Action Against Goldman Sachs 2011 (p. 401 in Discovery)	ALL
103	107	Supporting Evidence of Premeditation	ALL
108	111	Williams' Response to Character Assassination by Stern & Eisenberg	ALL
112	113	Supporting Evidence of Premeditation (Ocwen Budgets \$100M for Foreclosures)	USDC
114	115	Chronology, Cost & Consequence of "Errors"	USDC
116	132	Excerpt from Discovery filed Nov. 2014	ALL
133	–	Draft of Motion for Proof Hearing	USDC
143	145	Federal Notification of Identity Fraud 2012 also p. 171	USDC
144	145	Character Assassination By Stern & Eisenberg	ALL
146	176	SBA Loan Application	USDC
177	201	Witness List	USDC

Veronica Ann Williams

Mailing Address: P.O. Box 978 ♦ South Orange, NJ 07079-0978
Residence—NO MAIL: 541 Scotland Rd ♦ South Orange, NJ 07079-3009

MOTION FOR PROOF HEARING
Superior Court of New Jersey DOCKET NO. ESSEX-L-004753-13
Page 1 of 126

February 20, 2015

Superior Court of New Jersey
Essex Vicinage – Finance Division
Civil Central Processing Unit
Room 131 Veterans Courthouse
50 West Market Street
Newark, NJ 07102

Attn: Judge Carey

Subject: Motion for Proof Hearing, Case Docket ESSX L – 004753-13

Dear Judge Carey,

This is my Motion for Proof Hearing for Case Docket No. Essex-L-004753-13.

My initial motion was submitted to Judge Stephanie Ann Mitterhoff, Michelle M. Smith, Esq., Clerk, Office of the Superior Court Clerk and the defendants' attorney, Stewart Seiden. As directed by the Court staff, I have added the following forms to this motion:

- Filing Fee Waiver Request Pages 2 – 5
- Return of Documentation form Page 6
- Form A: Court Dates & Discovery End Date & Certification Regarding Attempts to Resolve Page 8
- Form B: Civil Action, Certification In Support of Motion Pages 10 – 13
- Form B: Certification of Service Pages 14 – 15
- Form C: Civil Action Order Page 16

A copy of these added documents will be sent to Mr. Seiden via Federal Express Tracking No. 772960890568. As instructed by the Court, a self-addressed, stamped envelope is enclosed with this submission of the Motion to the Superior Court of New Jersey.

I shall continue to represent myself and also continue to search for an attorney that I can afford. I can be reached at:

Mail: P.O. Box
South Orange, NJ 07079-0978

Phone: 202-486-4565

To receive a digital copy of this Motion for Proof Hearing and the Discovery document submitted to the Court for this case, simply send an email to BankFraud@FinFix.org and you will receive an email with links to condensed and full copies of each document.

Sincerely,

Veronica Williams
Plaintiff & Owner of 541 Scotland Road since 1983

cc: Michelle M. Smith, Esq., Clerk, Office of the Superior Court Clerk Pages 1, 7-16
cc: S. Seiden, Duane Morris LLP, Pages 1, 7-16

MOTION FOR PROOF HEARING

Veronica Ann Williams

Your Name

541 Scotland Road

Street Address

South Orange, NJ 07079

Town, State, Zip Code

202-486-4565

Telephone Number

Veronica Williams

Plaintiff vs.

Litton Loan Servicing, HSBC Bank USA, N.A., Fremont Home Loan

Defendants

Trust 2006-C Mortgage-Backed Certificates, Series 2006-C,
Goldman Sachs, Ocwen, Stern & Eisenberg, PC, Powers Kim, LLC

**SUPERIOR COURT OF NEW JERSEY
LAW DIVISION**

Essex County

Docket Number ESSX_L - 004753-13

**CIVIL ACTION
Notice of Motion**

TO:

Take Notice that the undersigned will apply to the above named Court located at 50

West Market Street, Newark, NJ 07102 on _____ at 9:00 a.m. for an Order to:

Hold a Proof Hearing to determine damages for Default Judgment awarded on Nov. 17, 2014.

I will rely on witness testimony and the attached certification which contains the grounds for the relief sought.

Pursuant to R. 1:6-2(d), the undersigned: **(check one)**

- Waives oral argument and consents to disposition on the papers.
- Requests oral argument if this matter is contested.
- Requests oral argument for the following reasons

A proposed form of Order is attached.

FORMA

COURT DATES

No pre-trial conference, arbitration proceeding, calendar call or trial date has been set except as follows:
(If any dates have been scheduled, note them here; otherwise state "none")

DISCOVERY END DATE

Check one

- Discovery in this matter is was completed on November 27, 2014
- A discovery end date has not been assigned to this matter.

CERTIFICATION REGARDING ATTEMPTS TO RESOLVE (Required for discovery and calendar motions -check one)

- I certify that I have personally discussed this matter with the attorney for the opposing party, or the opposing party if appearing pro se, in order to resolve the issues raised by this motion. This effort was not successful.
- I certify that I have made a good faith effort to personally discuss this matter with the attorney for the opposing party, or with the party if appearing *pro se*, in order to resolve the issues raised by this motion. The effort I made included the following action: (specify attempts to confer):
- I certify that I have advised the attorney for the opposing party, or the party if appearing pro se, by letter that if I will make this motion if she/he continues to fail to comply with my discovery request.
- I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements are willfully false, I am subject to punishment.

Date: Feb. 20, 2015

Signature:

Veronica Ann Williams

(print or type your name)

If this is the first paper you are filing in this case, you must sign the following certification. I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with Rule 1:38-1(b).

Date: _____

Signature:

(print or type your name)

FORM B

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION

Veronica Ann Williams

Your Name

541 Scotland Road

Street Address

South Orange, NJ 07079-3009

Town, State, Zip Code

973-715-8580

Telephone Number

Veronica Ann Williams

Plaintiff
vs.

Essex County

Docket Number ESSX L – 004753-13

CIVIL ACTION

Certification in Support of Motion

Litton Loan Servicing, HSBC Bank USA,, N.A., Fremont Home Loan

Defendants

Trust 2006-C Mortgage-Backed Certificates, Series 2006-C,
Goldman Sachs, Ocwen, Stern & Eisenberg, PC, Powers Kirn, LLC

I, Veronica Ann Williams

am the



plaintiff



defendant

in the above-captioned matter. I make this certification in support of my motion to (state what you want the court to do)

Hold a Proof Hearing with a jury to determine damages for the Default Judgment awarded on Nov. 17, 2014. I will rely on witness testimony and the attached certification which contains the grounds for the relief sought.

This motion should be granted because:

(State the basis for your motion and why it should be granted. Use extra paper if necessary.)

FULL TEXT AND ATTACHMENTS ON THE PAGES IMMEDIATELY FOLLOWING THIS PAGE

Have I made attempts to resolve this dispute? Indeed, I have tried long and hard enough. I first tried to get the defendants to honor their commitment in 2009. After many, many phone calls, letters and facsimiles with no attempt by the defendants to rectify their errors, I filed a legal complaint in 2010. After the defendants' attorneys nullified the complaint on a technicality, I tried again to reason with the defendants. After the stress of the defendants' actions caused me to be hospitalized 3 times (2012-2013), I retained a lawyer to represent me (2013). After the 6 law firms representing the defendants milked my support resources with damaging and unresponsive legal activity (2010-2015), I met with the lawyer who had been charged with representing all defendants. His offer was totally unreasonable and insulting for it was less than one thousandth of a percent (0.001%) of what had been awarded to other plaintiffs who suffered far less than I. Moreover, it expected me to pay money to which the defendants were not entitled. After presenting an invalid form that I received from the defendants' attorney ([Discovery Exhibit 53](#) – attached) when I appeared on our assigned court date Nov. 17, 2014, I was issued a default judgment. 5 years is long enough. The defendants have had more than ample opportunity to seek a resolution in good faith. The stress of their actions persists (see attachment). I am exercising my right to have a jury of my peers determine the amount I am to be awarded. The defendants have failed to respond to correspondence sent since 2009 including a copy of this motion sent to their attorney.

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

Date: Feb. 19, 2015

Signature:

Veronica Ann Williams

(print or type your name)

DUPLICATE OF PREVIOUS PAGE WITH ATTACHMENTS

This motion should be granted because:

Have I made attempts to resolve this dispute? Indeed, I have tried long and hard enough. I first tried to get the defendants to honor their commitment in 2009. After many, many phone calls, letters and facsimiles with no attempt by the defendants to rectify their errors, I filed a legal complaint in 2010. After the defendants' attorneys nullified the complaint on a technicality, I tried again to reason with the defendants. After the stress of the defendants' actions caused me to be hospitalized 3 times (2012-2013), I retained a lawyer to represent me (2013). After the 6 law firms representing the defendants milked my support resources with damaging and unresponsive legal activity (2010-2015), I met with the lawyer who had been charged with representing all defendants. His offer was totally unreasonable and insulting for it was less than one hundredth of a percent \$20,000 of \$20,000,000 (0.001%) of what had been awarded to other plaintiffs who suffered far less than I. Moreover, it expected me to pay money to which the defendants were not entitled. After presenting an invalid form that I received from the defendants' attorney ([Discovery Exhibit 53](#) – attached) when I appeared on our assigned court date Nov. 17, 2014, I was issued a default judgment.

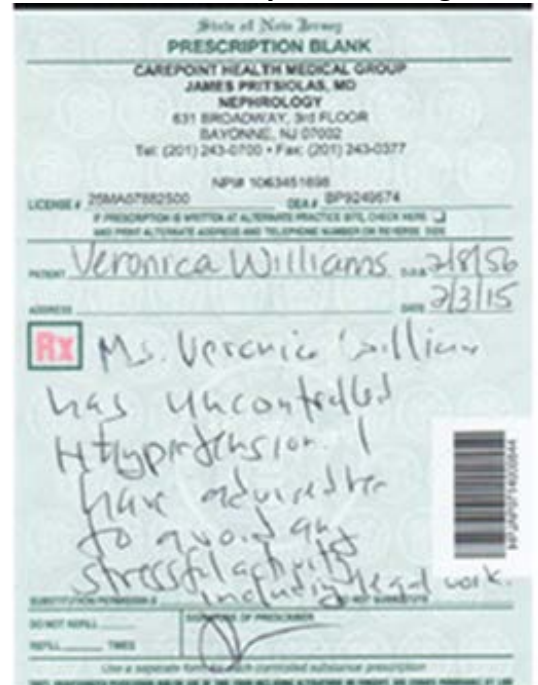
5 years is long enough. The defendants have had more than ample opportunity to seek a resolution in good faith. The stress of their actions persists (see attachment). I am exercising my right to have a jury of my peers determine the amount I am to be awarded. The defendants have failed to respond to correspondence sent since 2009 including a copy of this motion sent to their attorney.

STRESS IMPOSED BY DEFENDANTS' – GLIMPSE OF RECENT IMPACT

The full impact will be presented by witnesses who have agreed to appear on my behalf.

2010 – 2012	BP	Defendants refuse to provide transaction history or fix mortgage errors. BP increases Hospitalized 3 times in 2012
4-25-13		Retained Denbeaux & Denbeaux
after 2013		BP normalizes
8-26-14		Realized Mediation Not Scheduled as Expected
9-19-14	130/80	Kessler
Sept – October	BP increases	Trial delayed to Jan. 15, 2015 without mediation; Denbeaux begins to pull out
9-22-14	152/90	Kessler
9-26-14	148/98	Kessler
10-4-14	HIGH	Dr. Sangosse
10-8-14	150/98	Kessler
10-15-14	158/88	Kessler
10-17-14	158/86	Kessler
10-21-14	HIGH	Dr. Pritsiolis
10-22-14	150/90	Kessler
10-24-14	148/88	Kessler
10-27-14	168/98	Kessler
11-8-14		Denbeaux withdrew
11-17-14		VW in court
11-21-14	136/76	Kessler
12-5-14		Judge Mitterhoff would not speak with me
Dec.	3 calls	Judge Mitterhoff would not speak with me
12-16-14	HIGH	Dr. Sangosse
12-17-14	160/100	Kessler
12-22-14	178/110	Kessler
1-12-15	150/96	Kessler
1-21-15	148/100	Kessler
2-3-15	170/100	Dr. Pritsiolis

Doctor Restricts My Work on Legal Case



DISCOVERY EXHIBIT 53

Rec'd 10/23/14

Adam Deutsch, Esq. 016542010
Denbeaux & Denbeaux
366 Kinderkamack Road
Westwood, New Jersey 07675
(201) 664-8855 / Fax: (201) 666-8589
Counsel for Plaintiff Veronica Williams

SUPERIOR COURT OF NJ
CIVIL DIVISION
ESSEX VICIAGE
2014 OCT 14 A 10:38
FINANCE DIVISION
RECEIVED/FILED
29

VERONICA WILLIAMS,

Plaintiff

v.

LITTON LOAN SERVICING, HSBC BANK
USA, N.A., FREEMONT HOME LOAN TRUST
2006-C MORTGAGE-BACKED
CERTIFICATES, SERIES 2006-C; GOLDMAN
SACHS; OCWEN, Stern & Eisenberg, PC, Powers
Kim LLC,

Defendants.

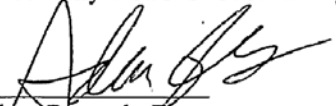
SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: ESSEX COUNTY

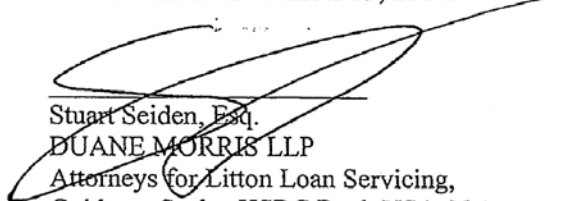
DOCKET No.: ESX-L-4753-13

**STIPULATION EXTENDING DISCOVERY
AND ADJOURNING THE TRIAL**

Counsel for remaining parties, having first conferred with the Office of the Clerk of Essex
County Superior Court, hereby agree and enter into this **STIPULATION AGREEMENT** as
follows:

1. The Trial presently scheduled for November 17, 2014 is hereby adjourned to January 15,
2015.
2. Discovery is hereby re-opened and shall continue until November 1, 2014.
3. Any motions for summary judgment shall be filed returnable December 19, 2014.


Adam Deutsch, Esq.
DENBEAUX & DENBEAUX
Attorneys for Plaintiff Veronica Williams


Stuart Seiden, Esq.
DUANE MORRIS LLP
Attorneys for Litton Loan Servicing,
Goldman Sachs, HSBC Bank USA, N.A.,
Freemont Home Loan Trust 2006-C
Mortgage Backed Certificates Series 2006-
C, and Ocwen Loan Servicing, LLC

DISCOVERY EXHIBIT 53 cont'd.

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Counsel for Plaintiff Veronica Williams

VERONICA WILLIAMS,

Plaintiff

v.

LITTON LOAN SERVICING, HSBC BANK
USA, N.A., FREEMONT HOME LOAN TRUST
2006-C MORTGAGE-BACKED
CERTIFICATES, SERIES 2006-C; GOLDMAN
SACHS; OCWEN, Stern & Eisenberg, PC, Powers
Kim LLC,

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: ESSEX COUNTY

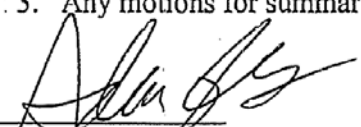
DOCKET No.: ESX-L-4753-13

**STIPULATION EXTENDING DISCOVERY
AND ADJOURNING THE TRIAL**

Counsel for remaining parties, having first conferred with the Office of the Clerk of Essex

County Superior Court, hereby agree and enter into this **STIPULATION AGREEMENT** as follows:

1. The Trial presently scheduled for November 17, 2014 is hereby adjourned to January 15, 2015.
2. Discovery is hereby re-opened and shall continue until November 1, 2014.
3. Any motions for summary judgment shall be filed returnable December 19, 2014.


Adam Deutsch, Esq.
DENBEAUX & DENBEAUX
Attorneys for Plaintiff Veronica Williams


Stuart Seiden, Esq.
DUANE MORRIS LLP
Attorneys for Litton Loan Servicing,
Goldman Sachs, HSBC Bank USA, N.A.,
Freemont Home Loan Trust 2006-C
Mortgage Backed Certificates Series 2006-
C, and Ocwen Loan Servicing, LLC

FORM B

CERTIFICATION OF SERVICE

I certify that on Feb. 20, 2015 sent a copy of the Notice of Motion, Certification, and proposed form of Order to the following parties by to the following by: (Check which mailing method you chose. If you sent it by both regular and certified mail, check both)

regular mail certified mail Federal Express Tracking No. **772960890568**

List each party to the lawsuit; use the attorney's name and address if the party is represented by counsel.

Name Mr. Stuart I. Seiden

Name _____

Address Duane Morris LLP

Address _____

30 S. 17th St. , Floor 5

Philadelphia, PA 19103

Attorney for All Defendants – listed below

Attorney for _____

Date: February 20, 2015

Signature:

Veronica Ann Williams

(print or type your name)

Defendants represented by Mr. Seiden:

Litton Loan Servicing,
HSBC Bank USA, N.A.,
Fremont Home Loan Trust 2006-C Mortgage-Backed Certificates, Series 2006-C,
Goldman Sachs,
Ocwen,
Stern & Eisenberg, PC,
Powers Kirn, LLC

NOTE: THE FIRST MOTION OF PROOF HEARING WAS SENT TO JUDGE MITTERHORFF ON FEB. 6, 2015 AND DELIVERED ON FEB. 11, 2015; AND SENT TO STUART SEIDEN ON FEB. 9, 2015 AND DELIVERED FEB. 12, 2015. THIS REVISED MOTION OF PROOF HEARING INCLUDES ADDITIONAL FORMS REQUESTED BY THE COURT. ATTORNEY SEIDEN IS BEING SENT THE ADDITIONAL DOCUMENTS REQUESTED BY THE COURT. THESE DOCUMENTS INCLUDE PAGES 1 & 7 – 16 OF THIS DOCUMENT. THE REMAINING PAGES OF THE MOTION DELIVERED TO SEIDEN ON FEB. 12, 2015 REMAIN UNCHANGED.

CERTIFICATION OF SERVICE SUPPORTING INFORMATION

DELIVERED TO DEFENDANTS' ATTORNEY: STEWART SEIDEN

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Sent To: Stuart Seiden, Duane Morris
30 S. 17th St, Floor 5
Philadelphia, PA 19103-4196

PS Form 3800, August 2006 See Reverse for Instructions

SOUTH ORANGE POST OFFICE
 SOUTH ORANGE, New Jersey
 070799998
 3356730355-0098
 02/09/2015 (800)275-8777 12:46:34 PM

Sales Receipt

Product Description	Sale Unit Qty	Price	Final Price
@@ ~ PHILADELPHIA PA			\$5.95
19103-4001 Zone-2			
Priority Mail 2-Day By Weight			
1 lb. 15.70 oz.			
Expected Delivery: <u>Wed 02/11/15</u>			
Includes \$50 insurance			
Return Rcpt (Green Card)			\$2.70
@@ Certified USPS Certified Mail #: 70082810000223569708			\$3.30
Issue Postage:			\$11.95
Total:			\$11.95
Paid by: Debit Card			\$11.95
Account #:	XXXXXXXXXXXX8477		
Approval #:	787660		
Transaction #:	907		
	23903310878		
Receipt#:	002073		

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SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
MR. Stuart I. Seiden
Duane Morris
30 S. 17th St, Floor 5
Philadelphia, PA
19103-4196

2. Article Number (Transfer from service label)
 PS Form 3811, August 2001 Domestic Return Receipt 102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent Addressee
[Signature]

B. Received by (Printed Name) [Signature] C. Date of Delivery 2/12

D. Is delivery address different from item 1? Yes No
 If YES, enter delivery address below:

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

FEB 12 2015

DELIVERED TO JUDGE MITTERHOF Fedex Tracking Number 772852766813

Your package has been delivered

Tracking # 772852766813

<p>Ship (P/U) date: Friday, 2/6/15</p> <p>ACT, Inc. NJ Office Attn V Williams ACT INC SOUTH ORANGE, NJ 07079 US</p>	<p>Delivery date: Wednesday, 2/11/15 11:00 AM</p> <p>Judge Stephanie Ann Mitterhoff Superior Court of New Jersey 470 Dr. Martin Luther King Jr. Blvd Historic Courthouse - 1st Floor NEWARK, NJ 07102 US</p>
---	---

Delivered

MOTION FOR PROOF HEARING

The Plaintiff would like a jury to determine compensatory and punitive damages.

No amount of money can compensate for the near death incidents and trauma that the defendants put me through. The defendants' actions inflicted severe injury in the Plaintiff warranting payment of the following damages:

HURT TO PLAINTIFF	DAMAGES INCURRED	DAMAGES SOUGHT
COMPENSATORY	DOLLARS IN MILLIONS	
• Loss of ACT Inc. contracts	\$279.2 M	TBD
• Loss of Employability in field of experience (\$1.8M [\$300k * 6 YRS- 2009-2015])	\$2.1M	TBD
• Stress Induced Severe Prolonged Illness	\$500.0 M	TBD
PUNITIVE	SEVERE	TBD

Much of the proof is provided in the [Discovery](#) document filed with the court. Several witnesses will attest to injuries and proof documents are included. Recent validation from the Federal government is attached to this document.

LOSS OF ACT INC. CONTRACTS

I invested 40 years, and in recent years, hundreds of thousands of dollars, to position ACT Inc. for lucrative, multi-year Federal task orders. ACT Inc. had been awarded Federal Supply Schedules, was positioned with multiple Federal agencies, and the Plaintiff was offered a FEMA job that would have given her a security clearance and the US Dept. Homeland Security past performance necessary to close task orders against ACT Inc.'s Federal Supply Schedule. The defendants' reneged on the modification, causing everything to be lost. Details are provided in the Discovery document.

LOSS OF EMPLOYABILITY

As a financial, operations and information technology professional, the Plaintiff's ability to secure jobs depends on clean credit and no legal actions. While her record earned the Plaintiff and her firm contracts from major companies over her 35+ year career, she has been denied hundreds of jobs since the defendants' actions.

STRESS INDUCED SEVERE PROLONGED ILLNESS

Defendants began deceptive actions in 2002. Their deception intensified in 2008. Despite convincing the Plaintiff that new ownership by Goldman Sachs had cleaned up their act, the deception of all defendants grew immensely. The Plaintiff did not realize the impact that the defendants' actions had on her health until her doctors began asking more probing questions. Soon it was clear that the Plaintiff's symptoms were directly correlated to and the direct result of, continued deception and depraved actions of the defendants. Between September 2012 and January 2013, she was hospitalized 3 times for stress induced illness. Her team of doctors ran every conceivable test to prove this.

WHY HAVE DEFENDANTS SPENT MORE TO TAKE PLAINTIFF'S HOME THAN IT IS WORTH?

- The deception and fraud is clearly documented
- Dramatic decline in property value known to FEMA, HUD, HAMP, Ocwen and other defendants
- Hurricane Irene, Sandy, and poor maintenance warrant repairs that will exceed \$120,000
- Defendants fought with 6 law firms (Ex47: [PROOF](#)), plus investigators, insurance firms and other since 2010

BECAUSE.....

- Plaintiff's case exposes "in and out" mortgage fraud
- 28.9% of US homeowners have been foreclosed upon (There have been [over 25 million foreclosures in the US since 2000.](#))
- New Jersey is #2 in foreclosures among US states
- HSBC is #2 bank in the world with assets of \$2.723Trillion
- Goldman Sachs is #28 bank in the world with assets of \$1.505Trillion
- \$263.7Million is what Ocwen paid Goldman Sachs for the Litton portfolio ([app 300K loans](#) ~ \$879 per loan?!)
- Value of mortgage portfolios involving HSBC likely to exceed \$100Billion [Forbes](#); HSBC sold only \$3.2Billion in 2013 [Bloomberg](#) & [NYTimes](#) & [HousingWire](#)
- HSBC left the US after underwriting Billions in mortgages and facilitating foreclosures
- There are foreclosures pending that will allow HSBC to take even more money out of the US

SUMMARY OF WHAT HAPPENED

The first defendant (Litton Loan) purchased my mortgage when my equity was about three times the amount of the principal balance of my mortgage. Due to their predatory reputation, I refinanced with Fremont Investment and Loan to get it out of the hands of Litton Loan. Fremont Investment and Loan went out of business before rectifying their errors. Fremont's mortgage was part of the second defendant's trust, Fremont Home Loan Trust 2006-C Mortgage-Backed Certificates 2006-C. Fremont's mortgage had been underwritten by the third defendant (HSBC). Fremont would prove as deceptive as the other defendants but Fremont Investment and Loan went out of business before the legal complaint had been filed. A year after executing the mortgage, Fremont Investment and Loan, the company that sold me the mortgage, went out of business and the first defendant (Litton Loan) acquired my mortgage again. During this time the fourth defendant (Goldman Sachs), a prominent US based financial firm, bought the first defendant (Litton Loan). So rather than move my mortgage to a financial firm with whom I had a 25-year stellar track record and who offered me a lower rate (Chase), I decided to accept the modification from the first defendant (Litton Loan) who was now owned by the fourth defendant (Goldman Sachs). A series of mistruths and deception by all defendants cost me everything I've worked for over the last 53 years, and almost took my life several times. To make matters worse, the defendants holding the mortgage have repeatedly failed to explain \$208,000 that has been added to the mortgage principal since this series of transactions began. The evidence supporting this statement is presented over and over in the Discovery document submitted to the Superior Court of New Jersey (download [click here](#)) as well as in this motion (download [click here](#)).

COMPLETE MOTION AVAILABLE UPON REQUEST

DEFENDANTS & CULPABLE, OUT OF BUSINESS FIRM	
1 st	Litton Loan
2 nd	Fremont Home Loan Trust 2006-C Mortgage Backed Certificates
3 rd	HSBC
4 th	Goldman Sachs
5 th	Stern & Eisenberg PC
6 th	Powers Kirn LLC
OUT OF BUSINESS	Fremont Investment and Loan

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**EXHIBIT A
DEFENDANTS' POWER**

	WORLD RANK	ASSETS
		US DOLLARS
Goldman Sachs	28	\$1,505,000,000,000
HSBC	2-3	\$2,723,000,000,000
Ocwen	NA	\$7,873,770
Fremont	NA	NA
JP MorganChase	6-9	\$2,463,000,000,000

There have been [over 25 million foreclosures in the US since 2000](#). That is 28.9% of all homeowners!

Nearly 6 million Americans have been forced from their homes. Many were the victims of mortgage fraud. I too am one of these victims. I bought my home over 31 years ago. Now, I find myself fighting the firms that deceived me.

After 6 long years of deception, crafty legal maneuvers, and character assassination, I have won a default judgment and am seeking a proof hearing to determine damages.

This fight is about much, much more than saving my home. I have lost contracts, jobs and was hospitalized multiple times due to stress. I am "all in" to win my battle against HSBC, Goldman Sachs, Ocwen and those who have taken my income and health.

To learn more, please visit www.FinFix.org or send an email to BankFraud@FinFix.org.

EXHIBIT A – 1

“IN SEARCH OF REPRESENTATION” MESSAGE SENT TO ATTORNEYS

I am in search of a NJ attorney who is honest, courageous and has won fraud cases against financial firms.

On Monday, November 17, 2014, The Superior Court of New Jersey Essex County Vicinage Law Division granted me a default judgment against Goldman Sachs, HSBC Bank USA, Ocwen, Fremont Home Loan Trust (**Docket ESSX L – 004753-13**). The Discovery summary, with updates, is attached (1_GoldmanSachs-Story_v5-attorney-search.docx). You may click on the hyperlinks to see the proof as you read. Or, you can download the summary with all documents attached – 503 pages—by clicking on this link [http://finfix.org/proof/DD/Discovery-Documents ALL 11-18-14.pdf](http://finfix.org/proof/DD/Discovery-Documents_ALL_11-18-14.pdf). Additional information can be found at www.FinFix.org.

We need to schedule a proof hearing, file a motion to dismiss the foreclosure (**Docket F-00839-13**), file a motion to discharge mortgage, defeat an appeal (if necessary), and anything else the attorney advises me to do.

I can be reached by phone at 202-486-4565 or VWilliams@OfficeThatWorks.com. Please contact me at any time, as soon as possible. I look forward to speaking with whomever can help.

Thank you,

Veronica Williams

www.VeronicaWilliams.com

EXHIBIT B

PUTTING IT INTO PERSPECTIVE: Info Not Included in Discovery Document (SEE EXHIBIT C – DISCOVERY SUBMISSION FOR DOCKET NO. ESSEX-L-004753-13)

RELEVANT ACTIONS PRIOR TO DEFENDANTS DECEIVING PLAINTIFF

Many actions transpired that created the environment for deceit and that embodies practices that results in conduct that is unfair to customers. The restructuring of long-established financial institutions; alliances with firms that do not employ best practices; and fast moving changes in ownership and a quick paced flow of funds combine to facilitate actions that do not properly record transactions and deceive customers. *The apparent strategy was to acquire mortgages of homeowners with high equity and do everything possible to take their homes.* At least 2 defendants admitted their roles publicly; this document interprets those admissions by finding pertinent data and connecting the dots. The environment and just a few of these actions are highlighted below:

Larry Litton Jr., Litton Loan's President, ran ads in major financial publications to boost the company's perceived value while internal operations were likely damaging customers' credit and adding unjust amounts to the loan principal. Litton Loan had systematic and systemic flaws in the firm's operations that damaged customers' financial positions and boosted Litton Loan's portfolio value. Larry Litton's ads were, therefore, a red herring that diverted attention away from the reason for trial modification *offers*, and focused on creating a positive public image and a perceived value for investors.

Goldman Sachs acquired a huge liability with the purchase of Litton Loan. Before transferring the Litton Loan portfolio to Ocwen, Goldman Sachs agreed to "remediate" the problem. Goldman Sachs' deal with the SEC was barely a slap on the wrist. Selling the Litton Loan portfolio to Ocwen diluted the impact of the problems temporarily while dispersing and transferring responsibility for deceiving customers to Ocwen. Creating a \$100 million fund is not enough. Every single mortgage that was once part of the Litton Loan portfolio should be **discharged** and written off. In other words, customers should no longer be held responsible for making any payments, now and forever more. Mortgages that were underwritten or serviced by HSBC may also need to be discharged. The defendants surely did to others what they did to me. The damage has been inflicted for years, across multiple mortgage servicing firms. The current owner of the mortgages owns the cost. The legal profession would call these damages incurred from "the fruit of the poisonous tree".

- 7-10-1850 Marine Midland began (Ex B-1: [Wikipedia](#))
- 3-3-1865 The **Hongkong and Shanghai Banking Corporation** (HSBC) was established in Hong Kong, China (Ex-B-2: [Cited](#)) HSBC Bank USA, N.A. CIK#: [0001582152](#) (Ex-B-3: [first SEC filing date](#) 7-23-13)
- 12-2-1938 Ocwen Federal Bank established (Ex-B-4: [FDIC Certificate #: 30028](#))
- 1967 Midland Bank purchases a one-third share in the parent of London merchant bank Samuel Montagu & Co. Limited (now HSBC Republic Bank (UK) Limited (Ex-B-5: [HSBC reference](#))
- 1985 Enhance Financial Services established (Ex-B-6: CIK# [0000881889](#) & [About](#))
- 1987 HSBC extended 51% share to full ownership of Marine Midland Bank (Ex-B-7: [Cited](#))
- Feb. 1988 Ocwen established (Ex-B-8: [About](#), CIK# [0000873860](#))
- 1988 Litton Loan established (Ex-B-9: [Profile](#))
- 2-8-1995 ENHANCE FINANCIAL SERVICES GROUP INC (Ex-B-10: CIK#: [0000881889](#) Ex-B-6: [first SEC filing date](#))

- **1997/2007** When did Enhanced Financial Services buy Litton Loan (Ex-B-11: [SEC Filing](#)) (Ex-B-11: [SEC Filing](#)) (Ex-B-12: [Money Trail](#))
- **6-4-1996** OCWEN FINANCIAL CORP Ex-B-8: CIK#: [0000873860](#) Ex-B-13: [initial SEC Filing](#)
- **1996** C-Bass was formed and “added” Litton Loan to its holdings. ([Standard & Poors evaluation](#))
In 1996, Litton was added to a newly formed investment company, C-BASS, as part of an initial investment made by Enhance Financial Services, its owner at the time. Enhance, which later was purchased by Radian Group Inc. (Radian), co-invested in C-BASS with MGIC Investment Corp. (MGIC) in July 1996 to form C-BASS LLC. MGIC and Radian each owned a 42% interest in C-BASS LLC, with the remainder owned by C-BASS senior management. C-BASS was a large purchaser of credit-sensitive assets, which consisted primarily of subprime mortgages. As an outgrowth of this strategy, Litton began servicing subprime accounts in 1998. Due to liquidity pressures, C-BASS LLC sold Litton to Goldman Sachs Group Inc. in December 2007.
- **2-16-1999** HSBC acquired (Ex-B-14: [SEC listing](#)) Marine Midland Bank (Ex-B-14: CIK# [0000062346](#)) HSBC USA INC Ex-B-15: CIK#: [0000062348](#) & [6-2-1996 SEC Filing](#)
- **2-17-1999** Enhanced Financial Services first SEC filing (Ex-B-16: CUSIP No. [0000881889](#); [Statement of Acquisition](#))
- **7-27-1999** Republic National Bank initial SEC filing (Ex-B-17: CIK# [0000315053](#))
- **12-31-1999** HSBC acquired Republic National Bank (Ex-B-18: CIK#[0000083246](#)) [effective Jan. 3, 2000](#)
- **11-1-2000** C-Bass sells Litton Loan (Ex-B-19: [SEC filing 12-14-2001](#)) to Residential Asset Funding Corporation (Ex-B-20: [SEC filing](#)) Litton has complied with Section 3.27 of the Pooling and Servicing Agreement by and between Residential Asset Funding Corporation, as Depositor, Credit-Based Asset Servicing and Securitization LLC, as seller, The Chase Manhattan Bank, as Trustee and Litton Loan Servicing LP, as Servicer, dated November 1, 2000.
- **11-14-2000** Radian acquires Enhanced Financial Services (Ex-B-21: [PressRelease](#))
- **1-12-2001** SEC shows Litton Loan a subsidiary of Enhance Financial & affiliate of C-Bass (Ex-B-11: [SEC Filing](#))
- **2-26-2002** C-BASS CAPITAL LLC (Ex-B-22: CIK#: [0001038155](#) formerly: HEMLOCK CAPITAL LLC first SEC filing)
- **12-27-2000** Goldman Sachs advised Radian on acquisition of Enhanced Financial Services (Ex-B-23: [SEC filing](#))
- **1-22-2001** HSBC Bank formerly Republic National Bank HSBC BANK USA (Ex-B-24: CIK#: [0000315053](#) last SEC filing)
- **12-21-2004** **New Jersey Department of Banking and Insurance: NJ’s Predatory Lending Law Protecting Consumers** Ex-B-25: <http://www.state.nj.us/dobi/pressreleases/pr041221.htm>
- **2-16-2005** Deloitte & Touche Report on Litton Loan filed with SEC Ex-B-26: [filed with SEC](#)
- **8-25-2006** FREMONT HOME LOAN TRUST 2006-C (Subject) (Ex-B-27: CIK: [0001373810](#) [Initial SEC filing](#) by FREMONT MORTGAGE SECURITIES CORP (Filed by) Ex-B-27: CIK: [0001099390](#)
- **3-8-2007** The Federal Deposit Insurance Corp. announced the cease-and-desist order with Fremont Investment & Loan (Ex-B-28: [Article](#))
- **12-11-2007** C-Bass sells Litton Loan to Goldman Sachs (Ex-B-29: [Article](#))
- **11-21-2007** SEC Launches Probe of MGIC, Radian (Ex-B-30: [Article](#))
- **11-24-2007** **Financiers, Wall street Journal & other publications not fooled** (Ex-B-31: [Article](#) OR [Article](#))
- **12-2007** Goldman Sachs to Cash In Big Time with Acquisition of Litton Loan (Ex-B-32: [Article](#) or [Article](#))
- **2007** **One reason that Goldman Sachs may have bought Litton Loan:**
C-Bass was among more than 100 mortgage lenders and investors forced to halt operations or find buyers in 2007 amid the worst housing slump in 16 years. Its majority owners were MGIC Investment Corp. and Radian, the nation’s No. 1 and No. 3- ranked mortgage insurers. - See more at: (Ex-B-32: [Article](#) or [Article](#))
- **9-21-2008** HSBC dumps over \$40 billion in loans (Ex-B-33: [Article](#) & [Article](#) & [Article](#))
- **7-15-2009** **New Jersey Attorney General Announces Mortgage Fraud Lawsuits** (Ex-B-34: [Article](#))
- **9-30-2009** HSBC moves headquarters to avoid fines (Ex-B-35: [Article](#) & [Article](#) & [Article](#) & [Article](#) & [Article](#))
- **1-27-2010** **Litton Loan not favorably viewed by industry** (Ex-B-36: [Article](#) & [Article](#) & [Article](#) & [Article](#))
- **4-16-2010** SEC is charging Goldman Sachs with fraud over its structuring of CDOs, saying “the bank created and sold a mortgage investment that was secretly devised to fail.” - See more at: **Ex-B-37: [Article](#)** http://www.cjr.org/the_audit/goldman_sachs_fraud_charges_ar.php#sthash.CpLr1i0n.dpuf
- **6-22-2010** Larry Litton Jr., Litton Loan, claims 100,000 trial modifications, almost 1/3 of portfolio, in letter to Financial Times Ex-B-38: [Article](#) **How many modifications were actually granted? P 5**
- **7-9-2010** Legal Complaint alleges HSBC underwriting facilitates mortgage fraud (Ex-B-39: [Legal Complaint](#))
- **11-9-2010** Goldman Sachs suspended evictions & foreclosures in some states (Ex-B-40: [article](#))

- **11-12-2010** C-Bass (Credit-Based Asset Servicing and Securitization LLC) files bankruptcy (sold Litton Loan in 2007) (Ex-B-41: [Article](#))
- **3-6&13-11** **Financial Firms' Errors Recognized by Many** (Ex-B-42: [Article](#) & [Article](#))
- 6-6-2011 Goldman Sachs sells Litton Loan to Ocwen (Ex-B-43: [Article](#))
- **9-1-2011** Goldman Sachs Agreement with Federal Reserve **intended to provide remediation to borrowers who suffered financial injury WAS INSUFFICIENT.** The Federal Reserve Board announced a formal enforcement action against the Goldman Sachs Group, Inc. and Goldman Sachs Bank USA to address a pattern of misconduct and negligence relating to deficient practices in residential mortgage loan servicing and foreclosure processing involving its former subsidiary, Litton Loan Servicing LP. Ex-B-44: [Article](#)
- **9-6-2011** Goldman Sachs playing both sides of BofA \$8.5B settlement (Ex-B-45: [Article](#))
- **11-10-2011** **HSBC continues to dump billions in loans** (Ex-B-33: [Article](#) & [Article](#) & [Article](#))
- **8-2-2011** **HSBC lays off 30,000 U.S. employees; the number will rise as time goes on** (Ex-B-46: [Article](#) & [Article](#) & [Article](#))
- **6-7-2012** **Damages by HSBC recognized by people worldwide** (Ex-B-47: [Article](#) & [Article](#))
- **5-17-2013** **HSBC lays off another 14,000 employees** (Ex-B-46: [Article](#) & [Article](#) & [Article](#))
- **7-23-2013** **HSBC Bank USA, N.A. Ex-B-40: CIK#: 0001582152** (Ex-B-48: Form 13F [first SEC filing date](#) 7-23-13) ♦ (Affiliated with ?? HSBC established in Hong Kong, China in 1865 (Ex-B-2: [Cited](#)))
- **2-1-2014** **Plaintiff's Response to Character Assassination by Defendant's attorney** (Ex-B-49)
- **10-21-14** **HSBC Board Member chastises protestors** (Ex-B-50: [Article](#) & [Article](#))
- **10-30-2014** **Ocwen sets aside \$100M for possible foreclosure settlements** (Ex-B-51: [Article](#))
- **9-1-20014** **HSBC Culpability Recognized Worldwide** (Ex-B-51: [Article](#) & [Article](#))
- 12-13-14 **Recount of 'in and out' fraud** (Ex-B-52: [Article](#)) A CHRONOLOGY, COST & CONSEQUENCE OF "ERRORS" REFERENCE EXHIBIT FROM DISCOVERY DOCUMENT
- **11/14/14** The **Discovery** document submitted to the Superior Court of New Jersey and to the defendants' attorney, clearly documents "errors or fraud" by the defendants. This includes a financial amortization backed by official documents of the mortgages services and offered by the defendants. **At least \$208,000 of the mortgage principal balance has not been accounted for. Defendants still have not provided complete transactional reports for the mortgages in questions.** (Ex-C: [Download](#))
- **2/4/15** The SBA has denied, multiple times, loans for which the Plaintiff was entitled. **The SBA cites the Defendants' actions as the reason why Plaintiff's loan was denied.** (Ex-D: [Letter](#) & [Letter](#))
- **2/5/15** **Witnesses** will provide further collaboration. Witnesses were presented to the NJ Court and the defendants' attorney in the physical Discovery document submitted. **These witnesses will present indisputable evidence of wrongdoing by defendants and the consequential damages to the Plaintiff. Since some of our current and intended witnesses have been intimidated by people working on behalf of the Defendants, the names of those chosen to testify will not be revealed until the day of testimony.** (Ex-E: [Download](#))
- TBA

Firms that continue to appear throughout our research on this matter include, but are not limited to:

*Chase
Deloitte & Touche
Goldman Sachs
Residents of 335 Madison Ave., NY, NY*

ADDITIONAL INFORMATION AVAILABLE ON A NEED TO KNOW BASIS

EXHIBIT B – 1
MARINE MIDLAND IN WIKIPEDIA

1/18/2015

Marine Midland Bank - Wikipedia, the free encyclopedia

Marine Midland Bank

From Wikipedia, the free encyclopedia

Marine Midland Bank was a bank formerly headquartered in Buffalo with several hundred branches throughout the state of New York.

Marine Midland began in 1850 in Buffalo as the Marine Trust Company with the objective of financing the new shipping trade on the Great Lakes. As the bank expanded into New York state it added the Midland to its name.

In the summer of 1850, eight men gathered in Buffalo to form a new commercial bank. They had come from throughout the state—General James S. Wadsworth of Geneseo, J. P. Beekman of Kinderhook, John Arnot of Elmira, John Magee and Constant Cook of Bath, William R. Gwinn of Medina, and George Palmer and James M. Ganson of Buffalo. [Both Palmer and Wadsworth of Buffalo had railroad connections. The two had financial interests in and served as directors of the Attica and Hornell Railroad, while Palmer had links also with the Buffalo and State Line Railroad.] The geographic diversity of the men indicated that the plan was to extend eventually the bank's services across the state.

[By 1981] Marine Midland Bank N.A. accomplished that goal and has gone even further. It was the nation's 13th largest commercial bank with about 300 banking offices in more than New York communities and about 25 offices in foreign countries.

History

Marine Bank was founded as a state-chartered bank on July 10, 1850, with capital of \$170,000. Palmer was elected president and Ganson was named cashier.

The new institution was called Marine Bank because much of its early business depended on the economic vitality of the city's lakefronts and riverfronts. From the first day it opened its doors on August 27 at 79 Main Street, Marine was the prominent bank for the thriving grain and milling industry on the waterfront.

By the start of the 20th century, Marine Bank of Buffalo began to expand through merger. In 1897 it absorbed the American Exchange Bank and in 1902 it acquired the Buffalo Commercial Bank. That same year it became a national bank and changed its name to Marine National Bank of Buffalo.

Marine Midland Bank, N.A. (1980–1999)

**Marine Midland Banks Inc (1929–1995)
HSBC Americas (1995–1999)**



Former type	NYSE MM 1920–1987 Subsidiary of HSBC Holdings plc 1987–1999
Industry	Finance and Insurance
Fate	Acquired by HSBC, 51% 1980 and 100% 1987 renamed HSBC Bank USA 1999
Founded	July 10, 1850
Defunct	March 29, 1999
Headquarters	Buffalo, NY, United States
Key people	Malcom Burnett, President and CEO
Products	Financial Services
Slogan	Let's work it out together
Website	http://www.us.hsbc.com

EXHIBIT B – 1 cont'd.
MARINE MIDLAND IN WIKIPEDIA

1/18/2015

Marine Midland Bank - Wikipedia, the free encyclopedia

The next acquisition came in 1913 when Marine absorbed Columbia National Bank. That same year, the bank built a new 17-story office building in Buffalo known as the Marine Midland Trust Company Building.

Six years later Bankers Trust was acquired. Marine chose to become a state bank again, this time under the name Marine Trust Company of Buffalo. By the mid-1930s, Marine had acquired eight other banks.

Marine had also taken the lead in the formation of Marine Midland Corporation, a holding company for affiliating 17 banks throughout New York. That first multibank holding company in the state was formed October 4, 1929.^[1] 20 days later would be the Wall Street Crash of 1929.

As a result of 11 mergers throughout Western New York, Marine Trust Company became Marine Midland Trust Company of Western New York in the 1950s. The name was changed again in the 1960s to Marine Midland Trust Company of Western New York and again in 1970 to Marine Midland Bank-Western.

On January 1, 1976, all previously independent Marine Banks were merged into a single Marine Midland Bank with headquarters in Buffalo. The new bank was divided into regions, with Marine Midland Bank-Western Region based in Buffalo.

Marine Midland Bank became a national-chartered bank in early 1980. As it entered the 1980s, assets were close to \$20 billion.^[2]

In 1980 The Hongkong and Shanghai Banking Corporation acquired a 51% shareholding in Marine Midland Bank, which it extended to full ownership in 1987. In 1994, Marine Midland acquired Spectrum Home Mortgage, which operated in eight states. Then in 1995, Marine acquired United Northern Federal Savings Bank, with branches in Watertown and Lowville, New York. Marine Midland also acquired The Hongkong and Shanghai Banking Corporation's six New York City retail branches, and the next year Hang Seng Bank's two branches in New York City. That same year, Marine Midland acquired 11 branches from the East River Savings Bank in the New York Metropolitan area. Marine also acquired the US dollar clearing business of J P Morgan. At the same time, HSBC transferred two branches in the northwestern United States to HSBC Bank Canada. The next year, Marine completed its acquisition of First Federal Savings and Loan from Toronto-based CT Financial Services, for \$620 million. First Federal Savings, headquartered in Rochester, had \$7.2 billion in assets, 1,600 employees, 79 retail branches in New York State and 15 mortgage origination offices in nine states.

In 1998, Marine Midland acquired First Commercial Bank of Philadelphia, which had been established in 1989 as the first state-chartered Asian-American bank in Pennsylvania. The bank served the local Asian community, which often faced language and cultural barriers at traditional American banks. Marine paid \$23.75 million for First Commercial, which had \$90 million in assets and \$78 million in deposits in two branches.

The bank continued to operate under the Marine Midland name until 1998, when the branch offices were rebranded as HSBC and the legal name changed to HSBC Bank USA N.A.. In 1983, Marine Midland Bank acquired Carroll McEntee & McGinley (now HSBC Securities (USA)), a New York-based primary dealer in US government securities. Most of Marine Midland's Upstate New York branches are now owned by Buffalo based First Niagara Bank.

EXHIBIT B – 1 cont'd. MARINE MIDLAND IN WIKIPEDIA

1/18/2015

Marine Midland Bank - Wikipedia, the free encyclopedia

Marine Midland owned, either wholly or in part, several prominent New York City properties, including 250 Park Avenue (100%) and the Marine Midland Building at 140 Broadway in Manhattan (indirect 20% participation in Harry Helmsley's interest), near the World Trade Center. Completed in 1967, this 52-story, 688 ft (209.7 m) highrise provides 1.2 million square feet (110,000 m²) of office space in lower Manhattan and is noted for Isamu Noguchi's distinctive *Cube* sculpture at its entrance.

Also of note, Marine Midland had purchased naming rights to the Buffalo sports and entertainment venue constructed in 1996, the Marine Midland Arena, home of the Buffalo Sabres. Today, the venue is known as the First Niagara Center.

References

- [^] "Huge New Company Will Buy 16 Banks" (<http://select.nytimes.com/gst/abstract.html?res=FB0F13F73A5C177A93CBA81782D85F4D8285F9>). *New York Times*. September 19, 1929. Retrieved 2012-08-12. "The Marine Midland Corporation, a holding and management company, is being organized by New York banking interests to acquire ownership of banks and trust companies in New York State and ultimately in other States. ..."
- [^] Brown, Richard C.; Bob Watson (1981). *Buffalo: Lake City in Niagara Land*. Windsor Publications. p. 297. ISBN 0-89781-036-8.

Retrieved from "http://en.wikipedia.org/w/index.php?title=Marine_Midland_Bank&oldid=616792765"

Categories: Defunct banks of the United States | HSBC acquisitions

| Defunct companies based in New York | Banks based in New York | Banks established in 1850

-
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EXHIBIT B – 2
HONG KONG SHANGHAI BANKING CORPORATION (HSBC) FOUNDING DATE

1/18/2015

hsbc bank established date - Google Search

hsbc bank established date

+Veronica

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HSBC Bank - hsbc.com

Ad www.us.hsbc.com/

Bank Around the World as Easily as You Do at Home.

Rating: Website 8.5/10 - Introductory rates 8/10 - Balance transfers 8/10

You've visited hsbc.com 2 times. Last visit: yesterday

Branch Locator

Global Cash Management

HSBC Premier

HSBC Advance

March 3, 1865

HSBC, Date founded



Photo by

HSBC - Wikipedia, the free encyclopedia

en.wikipedia.org/wiki/HSBC - Wikipedia

HSBC Holdings plc was established in the United Kingdom in 1991 as the parent company to the Hongkong and Shanghai Banking Corporation in preparation ...

List of largest banks - The Hongkong and Shanghai ... - Douglas Flint - Middle East
You visited this page on 1/18/15.

HSBC's History

www.hsbc.com/hk/about/home/hsbc-s-history - HSBC

Hongkong Bank of Canada (now HSBC Bank Canada) was established in 1991 and ...
Midland was founded in 1838 in Birmingham and had grown in the ...

HSBC's history | HSBC Holdings plc - HSBC.com

www.hsbc.com/about-hsbc/company-history/hsbc-history - HSBC

Soon after its formation, the bank began opening branches to expand the services it could offer customers. Although that network reached as far as Europe and ...

HSBC

Banking company

HSBC Holdings plc is a British multinational banking and financial services company headquartered in London, United Kingdom. It is the world's second largest bank. [Wikipedia](#)

Customer service: 1 (800) 875-4722

Stock price: **HSBC (NYSE)** \$26.58 -0.04 (-0.04%)

Jan 18, 4:03 PM EST - Disclaimer

Headquarters: London, Greater London

CEO: Stuart Gulliver

Founder: Thomas Sutherland

Founded: March 3, 1865, Hong Kong, China

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People also search for

View 15+



Santander Group



BNP Paribas



Industrial and Commercial



Scotiabank



Capita

EXHIBIT B – 3
 HSBC Bank USA, N.A. CIK#: [0001582152](#) First SEC Filing Date

1/18/2015

EDGAR Filing Documents for 0001582152-13-000002



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U.S. Securities and Exchange Commission

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Form 13F-NT - Quarterly report filed by institutional managers, Notice		SEC Accession No. 0001582152-13-000002	
Filing Date 2013-07-23	Period of Report 2013-06-30	Filing Date 2013-07-23 11:59:25	Changed 2013-07-23
Accepted	Effectiveness Date 2013-07-23	Documents 1	


Document Format Files


Seq	Description	Document	Type	Size
1		primary_doc.html	13F-NT	
1		primary_doc.xml	13F-NT	1873
	Complete submission text file	0001582152-13-000002.txt		2964


HSBC Bank USA, N.A. (Filer) CIK: [0001582152](#) (see all company filings)

IRB No.: 201177241 State of Incorp.: VA Fiscal Year End: 1231	Business Address 1000 TYSONS BLVD. SUITE 50 MCLEAN VA 22102 710 841-7497	Mailing Address ATRIUM BUILDING 98 WASHINGTON STREET, SIXTH FLOOR BUFFALO NY 14203
Type: 13F-NT Act 34 File No.: 028-16662 Film No.: 13880782		

EXHIBIT B – 4
OCWEN FEDERAL BANK ESTABLISHED

**Federal Deposit Insurance Corporation**
Each depositor insured to at least \$250,000 per insured bank


Advanced Search

Home > [Industry Analysis](#) > [Bank Data & Statistics](#) > [Institution Directory Home](#) 

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BankFind | Institution Directory | Banks | Locations | Bank Holding Companies | All | Download Data | Disclaimer and Methodology | Questions

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Key demographic information as of January 15, 2015

Ocwen Federal Bank FSB
2400 Lemoine Avenue
Fort Lee, NJ 07024

FDIC Certificate #: 30028	Savings Association	Date Established: 12/2/1938
Bank Charter Class:	Office of Thrift Supervision	Date of Deposit Insurance: 12/2/1938
Primary Federal Regulator:	Web site not available.	More Demographic Information →
Primary Internet Web Address:		Generate History →

This is an inactive institution.

Inactive as of: June 30, 2005

Closing history: This institution was involved in a **Voluntary Liquidation and Closing**.

Acquiring institution: This action did not result in a new institution.

Information Gateway

ID Report Selections: **Report Date:**

-----[More Information](#)-----

EXHIBIT B – 5 MIDLAND BANK PURCHASES 1/3 OF HSBC REPUBLIC BANK UK



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[Türkçe](#)

[> HSBC Group](#)

HSBC Group

Key events in the growth of the HSBC Group

The HSBC Group evolved from The Hongkong and Shanghai Banking Corporation Limited, which was founded in 1865 in Hong Kong with offices in Shanghai and London and an agency in San Francisco. The Group expanded primarily through offices established in the bank's name until the mid-1950s when it began to create or acquire subsidiaries. The following are some key developments in the Group's growth since 1959.

1959	The Hongkong and Shanghai Banking Corporation acquires The British Bank of the Middle East (formerly the Imperial Bank of Persia, now called HSBC Bank Middle East).
1965	The Hongkong and Shanghai Banking Corporation acquires a majority shareholding in Hang Seng Bank Limited, now the second-largest bank incorporated in Hong Kong.
1967	Midland Bank purchases a one-third share in the parent of London merchant bank Samuel Montagu & Co. Limited (now HSBC Republic Bank (UK) Limited).
1972	Midland Bank acquires a shareholding in UBAF Bank Limited (now known as British Arab Commercial Bank Limited).
1978	The Saudi British Bank is established under local control to take over The British Bank of the Middle East's branches in Saudi Arabia.
1980	The Hongkong and Shanghai Banking Corporation acquires 51% of New York State's Marine Midland Bank, N.A. (now called HSBC Bank USA). Midland acquires a controlling interest in leading German private bank Trinkaus & Burkhardt KGaA (now HSBC Trinkaus & Burkhardt KGaA).
1981	Hongkong Bank of Canada (now HSBC Bank Canada) is established in Vancouver. The Group acquires a controlling interest in Equator Holdings Limited, a merchant bank engaged in trade finance in sub-Saharan Africa.
1982	Egyptian British Bank S.A.E. is formed, with the Group holding as 40% interest.
1983	Marine Midland Bank acquires Carroll McEntee & McGinley (now HSBC Securities (USA) Inc.), a New York-based primary dealer in US government securities.

EXHIBIT B – 6
ENHANCE FINANCIAL SERVICES GROUP – SEC & BLOOMBERG

1/18/2015

EDGAR Filing Documents for 0000732812-95-000084



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U.S. Securities and Exchange Commission

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Form SC 13G - Statement of acquisition of beneficial ownership by individuals [amend]			SEC Accession No. 0000732812-95-000084
Filing Date 1995-02-08	Group Members CAPITAL GROUP COMPANIES INC/CAPITAL GUARDIAN TRUST COMPANY	SRGc NYSE PHLX	
Accepted 1995-02-08 00:00:00			
Documents 1			

Document Format Files

Seq	Description	Document	Type	Size
1	Complete submission text file	0000732812-95-000084.txt	SC 13G/A	12705
				14613

CAPITAL GROUP COMPANIES INC (Filed by) CIK: 0000732812 (see all company filings)
 State of Incorp.: CA | Fiscal Year End: 1231
 SIC: 0000
 Business Address: 333 SO HOPE ST, 62ND FL, LOS ANGELES CA 90071, 2134609426
 Mailing Address:

ENHANCE FINANCIAL SERVICES GROUP INC (Subject) CIK: 0000881889 (see all company filings)
 IRB No.: 133333448 | State of Incorp.: NY | Fiscal Year End: 1231
 Type: SC 13G/A | Act: 34 | File No.: 006-42278 | Film No.: 86508334
 SIC: 8399 Insurance Carriers, NEC
 Assistant Director 1
 Business Address: 336 MADISON AVE, NEW YORK NY 10017, 2129533100
 Mailing Address:

1/18/2015

Enhance Financial Services Group, Inc.: Private Company Information - Businessweek

Insurance January 18, 2015 7:22 PM ET
Company Overview of Enhance Financial Services Group, Inc.

Snapshot

People

Company Overview

Enhance Financial Services Group, Inc. provides financial guaranty insurance and reinsurance and other credit-based products. Enhance Financial Services Group, Inc. was founded in 1985 and is based in New York, New York. As of February 28, 2001, Enhance Financial Services Group Inc is a subsidiary of Radian Group Inc.

335 Madison Avenue
 New York, NY 10017
 United States

Phone: 212-983-3100

Founded in 1985
 265 Employees

Key Executives For Enhance Financial Services Group, Inc.

Mr. Daniel J. Gross Chief Executive Officer Age: 71
Mr. Samuel Bergman Executive Vice President Age: 66
Mr. Richard J. Dunn Executive Vice President Age: 67

Compensation as of Fiscal Year 2014.

EXHIBIT B – 7

HSBC COMPLETES ACQUISITION OF MARINE MIDLAND BANK
FOR COMPLETE DOCUMENT VISIT: http://en.wikipedia.org/wiki/HSBC_Bank_USA

1/18/2015

Marine Midland Bank - Wikipedia, the free encyclopedia

Marine Midland Bank

From Wikipedia, the free encyclopedia

Marine Midland Bank was a bank formerly headquartered in Buffalo with several hundred branches throughout the state of New York.

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History

Marine Bank was founded as a state-chartered bank on July 10, 1850, with capital of \$170,000. Palmer was elected president and Ganson was named cashier.

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By the start of the 20th century, Marine Bank of Buffalo began to expand through merger. In 1897 it absorbed the American Exchange Bank and in 1902 it acquired the Buffalo Commercial Bank. That same year it became a national bank and changed its name to Marine National Bank of Buffalo.

Marine Midland Bank, N.A. (1980–1999)

Marine Midland Banks Inc (1929–1995)
HSBC Americas (1995–1999)



Former type	NYSE MM 1920–1987 Subsidiary of HSBC Holdings plc 1987–1999
Industry	Finance and Insurance
Fate	Acquired by HSBC, 51% 1980 and 100% 1987 renamed HSBC Bank USA 1999
Founded	July 10, 1850
Defunct	March 29, 1999
Headquarters	Buffalo, NY, United States
Key people	Malcom Burnett, President and CEO
Products	Financial Services
Slogan	Let's work it out together
Website	http://www.us.hsbc.com

EXHIBIT B – 8
OCWEN ESTABLISHED
OCWEN IN WIKIPEDIA

1/18/2015

Ocwen - Wikipedia, the free encyclopedia

Ocwen

From Wikipedia, the free encyclopedia

Ocwen Financial Corporation is a provider of residential and commercial mortgage loan servicing, special servicing and asset management services. Ocwen is headquartered in Dunwoody, Georgia, with additional offices in West Palm Beach, Orlando, Florida, Houston, Texas, St. Croix, U.S. Virgin Islands and Washington, D.C.. It also has support operations in Philippines, Uruguay and India.^[1]

Contents

- 1 Corporate Affairs
 - 1.1 Key Acquisitions
 - 1.2 Making Home Affordable Program
 - 1.3 Altisource Spin-Off
 - 1.4 Home Loan Servicing Solutions Spin-Off
- 2 Employees
- 3 Controversies
- 4 References
- 5 External links

Ocwen Financial Corporation Limited



Type	Public
Traded as	NYSE: OCN (https://www.nyse.com/quote/XNYS:OCN)
Industry	Financial Services (Mortgage)
Founded	February 1988
Headquarters	Dunwoody, Georgia (Atlanta mailing address)
Key people	William C. Erbey (Executive Chairman) Ronald M. Faris (President and CEO)
Revenue	▲ US\$ 18.0 Billion 513.7 Million (Q3 2014)
Net income	▲ US\$ 58.7 Million (Q3 2014)
Number of employees	15,610 (December 2014)
Website	Ocwen.com (http://www.ocwen.com/)

Corporate Affairs

Ocwen is licensed to service mortgage loans in all 50 states, the District of Columbia and two U.S. territories. Ocwen has been servicing residential mortgage loans since 1988 and subprime mortgage loans since 1994.

As of 2010, Ocwen's subprime servicing volume was \$56 billion, ranking it fourth in subprime servicing behind American Home Servicing (\$78 billion), Bank of America/Countrywide (\$82 billion) and Chase Home Finance (\$90 billion).^[2] As of December 31, 2011, Ocwen had serviced 671,623 residential loans

EXHIBIT B – 8 cont'd.
 OCWEN ESTABLISHED
 OCWEN SEC FILING

1/18/2015

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OCWEN FINANCIAL CORP CIK#: 0000873860 (see all company filings)

SIC: 6162 - MORTGAGE BANKERS & LOAN CORRESPONDENTS
 State location: 2Q | State of Inc.: GA | Fiscal Year End: 1231
 (Assistant Director Office: 7)
 Get [insider transactions](#) for this issuer.

Business Address
 1000 ABERNATHY
 ROAD NE
 SUITE 210
 ATLANTA 2Q 30328
 661-662-8000

Mailing Address
 1000 ABERNATHY
 ROAD NE
 SUITE 210
 ATLANTA 2Q 30328

Filter Results: Filing Type: Prior to: (YYYYMMDD) Ownership? Include exclude only Limit Results Per Page

Items 81 - 87 [RSS Feed](#)

[Previous 40](#)

Filing	Format	Description	Filing Date	File/Film Number
424B1	Documents	Prospectus [Rule 424(b)(1)] Acc-no: 0000912057-96-021154 Size: 1 MB	1996-09-25	333-05153 96634497
S-1/A	Documents	[Amend]General form for registration of securities under the Securities Act of 1933 Acc-no: 0000912057-96-021067 Size: 1 MB	1996-09-25	333-05153 96634057
S-1/A	Documents	[Amend]General form for registration of securities under the Securities Act of 1933 Acc-no: 0000912057-96-020966 Size: 1 MB	1996-09-24	333-05153 96633518
S-A12G	Documents	Registration of securities [Section 12(g)] Acc-no: 0001002124-96-000032 Size: 3 KB	1996-09-11	000-21341 96628732
S-1/A	Documents	[Amend]General form for registration of securities under the Securities Act of 1933 Acc-no: 0000912057-96-019551 Size: 1 MB	1996-09-05	333-05153 96625891
S-1/A	Documents	[Amend]General form for registration of securities under the Securities Act of 1933 Acc-no: 0000912057-96-018457 Size: 1 MB	1996-08-21	333-05153 96618712
S-1	Documents	General form for registration of securities under the Securities Act of 1933 Acc-no: 0000912057-96-011496 Size: 811 KB	1996-06-04	333-05153 96576539

[Previous 40](#)

EXHIBIT B – 9
LITTON LOAN ESTABLISHED

LITTON LOAN SERVICING LP—A PROUD HISTORY

Great ideas are often developed in times of adversity. During the difficult Texas real estate market of the 1980s, Larry B. Litton, Sr. pioneered an innovative approach to mortgage loan servicing that is recognized today as a national model. Litton's process combines active, hands-on loan servicing with sophisticated computer technology to produce the highest cure rates in the industry for seriously delinquent mortgage loans.

Litton's successful methods grew out of a program called Houston Proud, which held neighborhood meetings during the height of the Texas real estate crisis to provide distressed homeowners with information about foreclosure alternatives. Houston Proud was credited with preventing thousands of foreclosures as a result of its outreach efforts. Larry B. Litton, Sr. learned a valuable lesson from his experience; he realized that as customers understood their options and became part of the solution, they would work with loan servicers rather than against them and superior cure rates would result.

Larry B. Litton, Sr. founded Litton Mortgage Servicing Center in 1988 to be a subservicer of problem loans from various mortgage servicers and private investors. The company has evolved to where today, Litton Loan Servicing LP has clearly established itself as one of the premier residential mortgage servicers in the industry as it works to cure problem loans and prevent foreclosures by providing delinquent customers with a full range of structured counseling and support services.

From the time Litton Loan Servicing LP was founded in 1988, with a small number of employees servicing loans made to Texas homeowners, the primary objective was to enable families to maintain homeownership. Although, the number has grown to over 1,000 employees servicing loans made to homeowners throughout the United States, the primary objective remains the same, and that is "to enable families to maintain homeownership."

Specialties
Sub-prime and high credit risk mortgage servicing

Website http://www.littonloan.com	Industry Financial Services	Type Privately Held
Company Size 1001-5000 employees	Founded 1988	

EXHIBIT B – 10
 ENHANCE FINANCIAL SERVICES GROUP
 SEC Filings



Home | Latest Filings | Previous Pa

U.S. Securities and Exchange Commissio

EDGAR Search Results

EDGAR Search Results
 BETA View

SEC Home » Search the Next-Generation EDGAR System » Company Search » Current Page

ENHANCE FINANCIAL SERVICES GROUP INC CIK#: 0000881889 (see all company filings)

SIC: 6399 - INSURANCE CARRIERS, NEC
 State location: NY | State of Inc.: NY | Fiscal Year End: 1231
 (Assistant Director Office: 1)

Business Address
 335 MADISON AVE
 NEW YORK NY 10017
 2129833100

Mailing Address
 335 MADISON AVENUE
 25TH FLOOR
 NEW YORK NY 10017

Filter Results: Filing Type: Prior to: (YYYYMMDD) Ownership? include exclude only Limit Results Per Page 40 Entries

Items 1 - 40 [RSS Feed](#)

Filings	Format	Description	Filing Date	File/Film Number
25	Documents	[Paper]Notification of the removal from listing and registration of matured, redeemed or retired securities Acc-no: 999999997-03-018186 Size: 1 KB	2003-04-07	001-10967 03018133
SC 13G/A	Documents	[Amend]Statement of acquisition of beneficial ownership by individuals Acc-no: 0000869906-02-000113 Size: 8 KB	2002-02-14	005-42278 02546181
SC 13G/A	Documents	[Amend]Statement of acquisition of beneficial ownership by individuals Acc-no: 0000810868-01-000185 Size: 8 KB	2001-03-14	005-42278 1567968
SC 13G/A	Documents	[Amend]Statement of acquisition of beneficial ownership by individuals Acc-no: 0000928598-01-500066 Size: 22 KB	2001-03-14	005-42278 1568235
15-12B	Documents	Securities registration termination [Section 12(b)] Acc-no: 0000898822-01-000271 Size: 4 KB	2001-03-13	001-10967 1567565
425	Documents	Prospectuses and communications, business combinations Acc-no: 0000898822-01-000221 Size: 7 KB	2001-03-01	001-10967 1558343

EXHIBIT B – 11
ENHANCED FINANCIAL SERVICES & LITTON LOAN

Excerpt from [EDGAR Archives 1129638 000105117001500267](#) EFSG-LittonLoan.docx & [EDGAR 0001051170-01-500260](#) EFSG-LittonLoan.docx

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 10-K/A

[X] Annual report pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 for the fiscal year ended December 31, 2000

[] Transition report pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 for the transition period from to

Commission File Number 333-32857-03

ASSET BACKED FUNDING CORPORATION
(Exact name of registrant as specified in its charter)

Delaware (State or other jurisdiction of incorporation) 75-2533468 (IRS Employer Identification No.)

100 North Tryon Street
Charlotte, North Carolina (Address of principal executive offices) 28255 (Zip Code)

Registrant's telephone number, including area code : (704) 386-2400

C-BASS Mortgage Loan Asset-Backed Certificates, Series 2000-CB2
(Title of each class of securities covered by this Form)

Securities registered pursuant to Section 12(b) of the Act: None
Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes [X] No []

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K/A or any amendment to this Form 10-K/A. [X]

Documents incorporated by reference: None
<PAGE>

AMENDMENT NUMBER 1 OF 1
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ASSET BACKED FUNDING CORPORATION
C-BASS Mortgage Loan Asset-Backed Certificates, Series 2000-CB2

PART IV

Item 14. Exhibits, Financial Statement Schedules and Reports on Form 8-K

(a) The following documents are filed as part of this report:

- (1) Financial Statements:
Omitted.
- (2) Financial Statement Schedules:
Omitted.
- (3) Exhibits:

Annual Servicer Statements of Compliance, filed as Exhibit 99.1 hereto.
Annual Statement of Independent Accountants Report for the Servicer,
filed as Exhibit 99.2 hereto.

(b) Reports on Form 8-K: The following Current Reports on Form 8-K were
filed by the Registrant during the last quarter of 2000.

Current Reports on Form 8-K, dated October 25, 2000, November 27,
2000, and December 26, 2000, were filed for the purpose of filing the
Monthly Statement sent to the Holders of the Offered Certificates for
payments made on the same dates. The items reported in such Current Report
were Item 5 (Other Events).

(c) Exhibits to this report are listed in Item (14)(a)(3) above.

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<PAGE>

SIGNATURE

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange
Act of 1934, the registrant has duly caused this report to be signed on its
behalf by the undersigned thereunto duly authorized.

THE CHASE MANHATTAN BANK,
not in its individual capacity but solely
as Trustee under the Agreement referred
to herein

Date: December 13, 2001

By: /s/ Karen Schluter
Karen Schluter
Assistant Vice President

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EXHIBIT INDEX

Exhibit	Description
99.1	Servicer's Annual Statements of Compliance
99.2	Servicer's Annual Independent Accountant's Report

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EXHIBIT 99.1 - Servicer's Annual Statement of Compliance

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LITTON LOAN SERVICING, LP
a subsidiary of Enhance Financial Services Group Inc.

5373 West Alabama, Suite 600 Telephone 713.960.9676
Houston, Texas 77056 Fax 713.966.8856

Litton Loan Servicing LP
Compliance Certification Year Ended December 31, 2000
C-BASS, Series 2000-CB2

The undersigned Officer of Litton Loan Servicing LP certifies that for the
year ended December 31, 2000, Litton has complied with Section 3.27 of the
Pooling and Servicing Agreement by and between Asset Backed Funding Corporation,
Inc., as Depositor, Credit-Based Asset Servicing and Securitization LLC, as
seller, The Chase Manhattan Bank, as Trustee and Litton Loan Servicing LP, as
Servicer, dated May 1, 2000, as they relate to the Internal Revenue Service
Information reporting requirements including those under Sections 6050J.

By: /s/ Janice McClure Dated: May 8, 2001
Janice McClure
Senior Vice President

State of Texas

County of Harris

On May 8, 2001, before me a Notary Public in and for said state, personally

appeared Janice McClure of Litton Loan Servicing LP, personally known to me to be the person whose name is subscribed to the within the instrument and acknowledged to me that he executed that same in his authorized capacity, and that by his signature on the instrument, the entity upon behalf of which the person acted executed the instrument.

WITNESS my hand and official seal.

/s/ Laurie Struecker
Laurie Struecker
Notary Public
State of Texas
My Comm. Exp 02-04-2002

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<page>

LITTON LOAN SERVICING, LP
a subsidiary of Enhance Financial Services Group Inc.

5373 West Alabama, Suite 600
Houston, Texas 77056

Telephone 713.960.9676
Fax 713.966.8856

March 30, 2001

Karen Schluter
The Chase Manhattan Bank
450 West 33rd Street, 14th floor
New York, New York 10001-2697

Subject: C-BASS 2000-CB2

To Whom it May Concern:

The undersigned officer of Litton Loan Servicing LP (successor in interest to Litton Loan Servicing, Inc.) certifies that a review of the servicing activity for the year ended December 31, 2000 has been completed and that there were no defaults or exceptions to the requirements of the subject agreement between the above-listed parties. Litton Loan Servicing LP hereby certifies that:

1. All ad valorem taxes have been paid when due and without penalty to the Trust.
2. All assessments and ground rents of whatsoever kind or nature have been paid so as to prevent their taking priority to the purchase money lien or lien to which the trust is entitled.
3. All casualty insurance has been paid without lapse in coverage and in an amount sufficient to prevent the application of a co-insurance clause.
4. In compliance with terms of the agreement, flood insurance as required by the National Flood Insurance Act of 1994, P.L. 103-325 §511, if any, has been maintained without lapse.
5. Errors and Omissions Insurance is in forced in amounts sufficient to meet the requirements of Federal National Mortgage Association, Federal Home Loan Mortgage Corporation and the terms of the subject agreement.
6. Litton Loan Servicing LP has timely filed the required IRS informational returns including the forms 1098, 1099(A), and those required by code sections 6050(h)(j)(p) for the year ended December 31, 2000.
7. Litton Loan Servicing LP has not committed any act or omitted to act in any manner that would cause the trust to lose the REMIC tax treatment or be taxed on prohibited transaction.
8. All other items and requirements of the Servicing Agreement between the above parties have been complied with except as noted on the attachment to this letter if any.

Sincerely,

Litton Loan Servicing LP

/s/ Janice McClure
Janice McClure
Senior Vice President

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<page>

LITTON LOAN SERVICING, LP
a subsidiary of Enhance Financial Services Group Inc.

5373 West Alabama, Suite 600 Telephone 713.960.9676
Houston, Texas 77056 Fax 713.966.8856

January 12, 2001

As of December 31, 2000, Litton Loan Servicing LP has complied in all material respects with the minimum servicing set forth in the Mortgage Bankers Association of America's Uniform Single Attestation Program for Mortgage Bankers. As of and for this same period, Litton Loan Servicing LP had in effect a fidelity bond in the amount of \$10,000,000 and an errors and omissions policy in the amount of \$10,000,000.

/s/ Larry B. Litton, Sr.
Larry B. Litton, Sr., President & CEO

/s/ Janice McClure
Janice McClure, Senior Vice President

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EXHIBIT 99.2 - Servicer's Annual Independent Accountant's Report

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Deloitte & Touche LLP
Suite 2300
333 Clay Street
Houston, Texas 77002

INDEPENDENT AUDITORS' REPORT

To the Partners of
Litton Loan Servicing LP:

We have examined management's assertion about Litton Loan Servicing LP's (the "Company") compliance with the minimum servicing standards identified in the Mortgage Bankers Association of America's Uniform Single Attestation Program for Mortgage Bankers as of and for the year ended December 31, 2000, included in the accompanying management assertion. Management is responsible for the Company's compliance with those minimum servicing standards. Our responsibility is to express an opinion on management's assertion about the Company's compliance based on our examination.

Our examination was made in accordance with standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about the Company's compliance with minimum servicing standards and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. **Our examination does not provide a legal determination of the Company's compliance with the minimum servicing standards.**

In our opinion, management's assertion that the Company complied with the aforementioned minimum servicing standards as of and for the year ended December 31, 2000 is fairly stated, in all material respects.

January 12, 2001

EDGAR [0001051170-01-500260](#) EFSG-LittonLoan.docx

ACCESSION NUMBER: 0001051170-01-500260
CONFORMED SUBMISSION TYPE: 10-K/A
PUBLIC DOCUMENT COUNT: 1
CONFORMED PERIOD OF REPORT: 20001231
FILED AS OF DATE: 20011214

FILER:

COMPANY DATA:

COMPANY CONFORMED NAME: PRUDENTIAL SEC C BASS MTG LN ASSET BKD CERT SER 2000-CB3
CENTRAL INDEX KEY: 0001129640
STANDARD INDUSTRIAL CLASSIFICATION: ASSET-BACKED SECURITIES [6189]

FISCAL YEAR END: 1231

FILING VALUES:
FORM TYPE: 10-K/A
SEC ACT: 1934 Act
SEC FILE NUMBER: 333-37256-01
FILM NUMBER: 1813293

BUSINESS ADDRESS:
STREET 1: ONE NEW YORK PLAZA
CITY: NEW YORK
STATE: NY
ZIP: 10292

MAIL ADDRESS:
STREET 1: ONE NEW YORK PLAZA
STREET 2: ONE NEW YORK PLAZA
CITY: NEW YORK
STATE: NY
ZIP: 10292

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SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 10-K/A

Annual report pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 for the fiscal year ended December 31, 2000

Transition report pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 for the transition period from to

Commission File Number: 333-37256-01

PRUDENTIAL SECURITIES SECURED FINANCING CORPORATION
(Exact name of registrant as specified in its charter)

Delaware (State or other jurisdiction of incorporation) 56-2064715 (IRS Employer Identification No.)

One New York Plaza
New York, New York 10292
(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code : (212) 778-1000

C-BASS Mortgage Loan Asset-Backed Certificates, Series 2000-CB3
(Title of each class of securities covered by this Form)

Securities registered pursuant to Section 12(b) of the Act: None
Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K/A or any amendment to this Form 10-K/A.

Documents incorporated by reference: None
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AMENDMENT NUMBER 1 OF 1

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PRUDENTIAL SECURITIES SECURED FINANCING CORPORATION
C-BASS Mortgage Loan Asset-Backed Certificates, Series 2000-CB3

PART IV

Item 14. Exhibits, Financial Statement Schedules and Reports on Form 8-K

(a) The following documents are filed as part of this report:

- (1) Financial Statements:
Omitted.
- (2) Financial Statement Schedules:
Omitted.
- (3) Exhibits:

Annual Servicer Statements of Compliance, filed as Exhibit 99.1 hereto.
Annual Statement of Independent Accountants Report for the Servicer,
filed as Exhibit 99.2 hereto.

(b) Reports on Form 8-K: The following Current Reports on Form 8-K were
filed by the Registrant during the last quarter of 2000.

Current Reports on Form 8-K, dated October 25, 2000, November 27,
2000, and December 26, 2000, were filed for the purpose of filing the
Monthly Statement sent to the Holders of the Offered Certificates for
payments made on the same dates. The items reported in such Current Report
were Item 5 (Other Events).

(c) Exhibits to this report are listed in Item (14)(a)(3) above.

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<PAGE>

SIGNATURE

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange
Act of 1934, the registrant has duly caused this report to be signed on its
behalf by the undersigned thereunto duly authorized.

THE CHASE MANHATTAN BANK,
not in its individual capacity but solely
as Trustee under the Agreement referred
to herein

Date: December 13, 2001

By: /s/ Karen Schluter
Karen Schluter
Trust Officer

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EXHIBIT INDEX

Exhibit	Description
99.1	Servicer's Annual Statements of Compliance
99.2	Servicer's Annual Independent Accountant's Report

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EXHIBIT 99.1 - Servicer's Annual Statement of Compliance

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LITTON LOAN SERVICING, LP
a subsidiary of Enhance Financial Services Group Inc.

5373 West Alabama, Suite 600 Telephone 713.960.9676
Houston, Texas 77056 Fax 713.966.8856

Litton Loan Servicing LP
Compliance Certification Year Ended December 31, 2000
C-BASS, Series 2000-CB3

The undersigned Officer of Litton Loan Servicing LP certifies that for the
year ended December 31, 2000, Litton has complied with Section 3.27 of the
Pooling and Servicing Agreement by and between Prudential Securities Secured
Financial Corporation, as Depositor, Credit-Based Asset Servicing and
Securitization LLC, as seller, The Chase Manhattan Bank, as Trustee and Litton
Loan Servicing LP, as Servicer, dated August 1, 2000, as they relate to the
Internal Revenue Service Information reporting requirements including those
under Sections 6050J.

By: /s/ Janice McClure Dated: May 8, 2001
Janice McClure
Senior Vice President

State of Texas

County of Harris

On May 8, 2001, before me a Notary Public in and for said state, personally appeared Janice McClure of Litton Loan Servicing LP, personally known to me to be the person whose name is subscribed to the within the instrument and acknowledged to me that he executed that same in his authorized capacity, and that by his signature on the instrument, the entity upon behalf of which the person acted executed the instrument.

WITNESS my hand and official seal.

/s/ Laurie Struecker
Laurie Struecker
Notary Public
State of Texas
My Comm. Exp 02-04-2002

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LITTON LOAN SERVICING, LP
a subsidiary of Enhance Financial Services Group Inc.

5373 West Alabama, Suite 600 Telephone 713.960.9676
Houston, Texas 77056 Fax 713.966.8856

March 30, 2001

Karen Schluter
The Chase Manhattan Bank
450 West 33rd Street, 14th floor
New York, New York 10001

Subject: C-BASS Trust 2000-CB3

To Whom it May Concern:

The undersigned officer of Litton Loan Servicing LP (successor in interest to Litton Loan Servicing, Inc.) certifies that a review of the servicing activity for the year ended December 31, 2000 has been completed and that there were no defaults or exceptions to the requirements of the subject agreement between the above-listed parties. Litton Loan Servicing LP hereby certifies that:

1. All ad valorem taxes have been paid when due and without penalty to the Trust.
2. All assessments and ground rents of whatsoever kind or nature have been paid so as to prevent their taking priority to the purchase money lien or lien to which the trust is entitled.
3. All casualty insurance has been paid without lapse in coverage and in an amount sufficient to prevent the application of a co-insurance clause.
4. In compliance with terms of the agreement, flood insurance as required by the National Flood Insurance Act of 1994, P.L. 103-325 §511, if any, has been maintained without lapse.
5. Errors and Omissions Insurance is in forced in amounts sufficient to meet the requirements of Federal National Mortgage Association, Federal Home Loan Mortgage Corporation and the terms of the subject agreement.
6. Litton Loan Servicing LP has timely filed the required IRS informational returns including the forms 1098, 1099(A), and those required by code sections 6050(h)(j)(p) for the year ended December 31, 2000.
7. Litton Loan Servicing LP has not committed any act or omitted to act in any manner that would cause the trust to lose the REMIC tax treatment or be taxed on prohibited transaction.
8. All other items and requirements of the Servicing Agreement between the above parties have been complied with except as noted on the attachment to this letter if any.

Sincerely,

Litton Loan Servicing LP

/s/ Janice McClure
Janice McClure
Senior Vice President

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<page>

LITTON LOAN SERVICING, LP
An affiliate of C-Bass

5373 West Alabama, Suite 600 Telephone 713.960.9676
Houston, Texas 77056 Fax 713.966.8856

January 12, 2001

As of December 31, 2000, Litton Loan Servicing LP has complied in all material respects with the minimum servicing set forth in the Mortgage Bankers Association of America's Uniform Single Attestation Program for Mortgage Bankers. As of and for this same period, Litton Loan Servicing LP had in effect a fidelity bond in the amount of \$10,000,000 and an errors and omissions policy in the amount of \$10,000,000.

/s/ Larry B. Litton, Sr.
Larry B. Litton, Sr., President & CEO

/s/ Janice McClure
Janice McClure, Senior Vice President

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EXHIBIT 99.2 - Servicer's Annual Independent Accountant's Report

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Deloitte & Touche LLP
Suite 2300
333 Clay Street
Houston, Texas 77002

INDEPENDENT AUDITORS' REPORT

To the Partners of
Litton Loan Servicing LP:

We have examined management's assertion about Litton Loan Servicing LP's (the "Company") compliance with the minimum servicing standards identified in the Mortgage Bankers Association of America's Uniform Single Attestation Program for Mortgage Bankers as of and for the year ended December 31, 2000, included in the accompanying management assertion. Management is responsible for the Company's compliance with those minimum servicing standards. Our responsibility is to express an opinion on management's assertion about the Company's compliance based on our examination.

Our examination was made in accordance with standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about the Company's compliance with minimum servicing standards and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination of the Company's compliance with the minimum servicing standards.

In our opinion, management's assertion that the Company complied with the aforementioned minimum servicing standards as of and for the year ended December 31, 2000 is fairly stated, in all material respects.

January 12, 2001

EXHIBIT B – 12
MONEY TRAIL

AMERICAN BANKER

THE FINANCIAL SERVICES DAILY

Thursday, June 22, 2006

C-Bass Founder Has New Gig at Fortress

■ BY MARC HOCHSTEIN

Tony Ettinger, who in the 1990s helped start two specialists in distressed consumer loans, has joined the New York private equity firm Fortress Investment Group LLC as a managing director in charge of forming joint ventures.

As *American Banker* reported in April, Mr. Ettinger had been hunting private equity capital to build a servicer that would specialize in identifying borrowers in trouble and working out a modification or repayment plan for them before they default.

In an interview Wednesday, he said he had received "a flurry of interest" in the idea, and the project may yet come to fruition. He is "trying to sort it through right now," he said, and to figure out what makes sense for Fortress and how to deal fairly with the handful of employees at Credit-Based Capital, the Chappaqua, N.Y., firm he started in August of last year.

Mr. Ettinger, 49, said he got a phone call a couple of weeks ago from Peter L. Briger Jr., one of the principals at Fortress, who suggested that instead of "doing one deal for yourself, come



Ettinger: A principal "made it attractive, and the next day I joined."

here and do a bunch of them. He made it attractive, and the next day I joined."

Fortress, which manages \$21 billion of investments, was part of the consortium that bought the manufactured housing finance operations of Conseco Inc. for \$850 million in 2003. This year a Fortress-managed fund agreed to buy the Dallas home builder Centex Corp.'s nonprime lending unit for \$575 million. The lender will be renamed Nationstar Mortgage LLC when the deal closes, which is expected to happen this summer.

In 1996, Mr. Ettinger founded C-Bass LLC with veterans of Citicorp Securities' mortgage trading desk. The bond insurer Enhance Financial Services Group Inc., where Mr. Ettinger was an executive vice president, put up half the capital; the Milwaukee mortgage insurer MGIC Investment Corp. put up the other half.

C-Bass, based in New York, buys and securitizes subprime and nonperforming loans and services them through its Houston unit Litton Loan Servicing LP.

Two years later Mr. Ettinger set up another New York joint venture between Enhance and MGIC: Sherman Financial Group, which buys unsecured consumer debt such as charged-off credit card and Chapter 13 bankruptcy receivables. Radian Group Inc. of Philadelphia bought Enhance in 2001, and Mr. Ettinger retired.

In 2003 he joined Maple Financial Group Inc., an \$18 billion-asset company based in Toronto, where he ran the commercial finance business.

He said the investments he works on for Fortress will involve "a full array of assets that are attractive from a risk-return perspective" — both consumer and commercial. ■

EXHIBIT B – 12 cont'd.
MONEY TRAIL

Profile by Standard & Poors

Founded in 1988 by its current director, Larry Litton Sr., the company initially serviced prime mortgage loans and eventually migrated to distressed assets for the Resolution Trust Corp. (RTC). Applying the significant amount of expertise gained through these RTC contracts, management decided to focus its future business efforts on resolving seriously delinquent mortgages. In 1996, Litton was added to a newly formed investment company, C-BASS, as part of an initial investment made by Enhance Financial Services, its owner at the time. Enhance, which later was purchased by Radian Group Inc. (Radian), co-invested in C-BASS with MGIC Investment Corp. (MGIC) in July 1996 to form C-BASS LLC. MGIC and Radian each owned a 42% interest in C-BASS LLC, with the remainder owned by C-BASS senior management. C-BASS was a large purchaser of credit-sensitive assets, which consisted primarily of subprime mortgages. As an outgrowth of this strategy, Litton began servicing subprime accounts in 1998. Due to liquidity pressures, C-BASS LLC sold Litton to Goldman Sachs Group Inc. in December 2007. Previously, Litton was a division of the parent's industrial bank chartered in Utah, but it was realigned to become a division of Goldman Sachs Bank USA (GS Bank), which is state-chartered in New York. Management reports to an operational reporting committee of the bank. <http://www.standardandpoors.com/ratings/articles/en/us/%3FassetID%3D1245205476943> Publication date: 27-Jan-2010 11:00:04 EST

EXHIBIT B – 13
OCWEN SEC FILING

Excerpt from EDGAR_0000912057-96-011496_Ocwen-filing.docx

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM S-1
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

OCWEN FINANCIAL CORPORATION

(Exact name of registrant as specified in its articles of incorporation)

Florida

6712,6035

65-0039856

(State or other jurisdiction of incorporation or organization) (Primary Standard Industrial Classification Code Number) (I.R.S. Employer Identification No.)

The Forum, Suite 1000
1675 Palm Beach Lakes Blvd.
West Palm Beach, Florida 33401
(561) 681-8000

(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

William C. Erbey
President and Chief Executive Officer
Ocwen Financial Corporation
The Forum, Suite 1000
1675 Palm Beach Lakes Blvd.
West Palm Beach, Florida 33401
(561) 681-8000

(Name, address, including zip code, and telephone number, including area code, of agent for service)

+++++

THE COMPANY

GENERAL

The Company is a financial services company which is primarily engaged in the acquisition and resolution of troubled loans and in diverse mortgage lending activities. The activities of the Company are primarily conducted through Berkeley Federal Bank & Trust FSB (the "Bank"), a federally-chartered savings bank and a wholly-owned subsidiary of the Company. At March 31, 1996, the Company had \$1.9 billion of total assets and stockholders' equity of \$142.1 million.

The Company's business strategy focuses on the identification and development of selected business lines that provide the highest return consistent with prudent risk management. This strategy has resulted in significant profitability in recent years. Exclusive of gains from the sale of branch offices and related income taxes and profit sharing expense, the

Company's income from continuing operations before extraordinary gain and cumulative effect of a change in accounting principle resulted in returns on average assets of 2.00%, 1.40% and 2.37% during 1995, 1994 and 1993, respectively, and returns on average equity of 25.02%, 20.06% and 27.89% during the same respective periods.

+++++

BUSINESS ACTIVITIES

DISCOUNTED LOAN ACQUISITION AND RESOLUTION ACTIVITIES. The Company has established a core expertise in the acquisition and resolution of non-performing or underperforming single-family residential, multi-family residential and commercial real estate loans, which generally are purchased at a discount to both the unpaid principal amount of the loan and the estimated value of the security property ("discounted loans"). The Company acquires discounted loans from a wide variety of sources, which in recent years have been primarily from the private sector and, to a lesser extent, governmental agencies. The Company believes that its experience in the acquisition and resolution of discounted loans, its investment in a state-of-the-art computer infrastructure and related technology which is utilized in this business and its national reputation and nationwide presence in this area make it one of the leaders in this relatively new and evolving business. Between commencing these activities in mid-1991 and March 31, 1996, the Company acquired over \$2.3 billion of gross principal amount of discounted loans, including \$791.2 million and \$826.4 million during 1995 and 1994, respectively. Recently, the Company formed a joint venture with an institutional investor that successfully bid to acquire \$679.3 million gross principal amount of discounted single-family residential loans (net of concurrent sales of loans) from the Federal Housing Administration ("FHA") of the U.S. Department of Housing and Urban Development ("HUD"), which was consummated in April 1996. At March 31, 1996, the Company's discounted loan portfolio amounted to \$606.4 million, net of \$239.8 million of unaccreted discount and an \$8.2 million allowance for loan losses, or 32.2% of the Company's total assets.

+++++

SINGLE-FAMILY RESIDENTIAL LENDING ACTIVITIES. During 1995, the Company established a program which focuses on the origination or purchase on a nationwide basis of single-family residential loans made to borrowers who have substantial equity in the properties which secure the loans but who, because of prior credit problems, the absence of a credit history or other factors, are unable or unwilling to qualify as borrowers from traditional sources. The Company utilizes the expertise, technology and other resources which it has developed in connection with the acquisition and resolution of discounted loans in conducting these activities, and believes that the higher risk of default generally associated with these loans, as compared to loans which conform to the requirements established by federal agencies, is more than offset by the higher yields on these loans and the higher amount of equity which the borrowers have in the properties which secure these loans. The Company acquired \$70.2 million of single-family residential loans to non-conforming borrowers during the three months ended March 31, 1996 and \$240.3 million of such loans during 1995, \$158.6 million of which was acquired during the last half of the year. The Company classifies its single-family residential loans to non-conforming borrowers as available for sale because it generally intends to sell such loans or to securitize such loans and sell substantially all of the securities backed by such loans. During the three months ended March 31, 1996, the Company sold \$62.0 million of such loans for a pre-tax gain of \$901,000, and in April 1996 the Company entered into commitments to sell an additional \$88.4 million of such loans. At March 31, 1996, the Company's single-family residential loans to non-conforming borrowers amounted to \$208.7 million or 11.1% of the Company's total assets.

EXHIBIT B – 14
HSBC ACQUIRED MARINE MIDLAND BANK



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U.S. Securities and Exchange Commission

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Companies with names matching "MARINE MIDLAND BANK"
[Click on CIK to view company filings](#)

Items 1 - 2

CIK	Company	State/Country
0000316905	HSBC BANK USA SIC: 6189 - ASSET-BACKED SECURITIES formerly: MARINE MIDLAND BANK/NY (filings through 1999-02-16)	NY
0000062348	HSBC USA INC SIC: 6022 - STATE COMMERCIAL BANKS formerly: HSBC AMERICAS INC (filings through 1999-03-26) MARINE MIDLAND BANKS INC (filings through 1996-05-13)	NY



Detailed Company Information




The following information was found for the selected company:

Company Name: MARINE MIDLAND BANK
CIK: 0000062346
IRS Number: 160539090
Reporting File Number: 028-00750
Regulated Entity Type:
SIC Code:
Address: 140 BROADWAY ONE MARINE MIDLAND CENTER
BUFFALO, NEW YORK 14240
Phone Number: 7168434043
State of Incorporation: DELAWARE
Fiscal Year End:
Date of Last Update:

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[Return to Search](#)

EXHIBIT B – 15
HSBC BANK USA



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BETA View

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HSBC USA INC CIK#: 000062348 (see all company filings)

SIC: 6022 - STATE COMMERCIAL BANKS
State location: NY | State of Inc.: DE | Fiscal Year End: 1231
formerly: HSBC AMERICAS INC (filings through 1999-03-26)
formerly: MARINE MIDLAND BANKS INC (filings through 1996-05-13)
(Assistant Director Office: 7)

Business Address
ONE HSBC CENTER
BUFFALO NY 14203
7168412424

Mailing Address
ONE HSBC CENTER
BUFFALO NY 14203

Filter Results: Filing Type: Prior to: (YYYYMMDD) Ownership? include exclude only Limit Results Per Page: 40 Entries Search Show All

Items 1 - 40 [RSS Feed](#) Next 40

Filings	Format	Description	Filing Date	File/Film Number
25-NSE	Documents	Notification filed by national security exchange to report the removal from listing and registration of matured, redeemed or retired securities Acc-no: 0000876661-07-000225 (34 Act) Size: 3 KB	2007-02-22	033-10523 07641158
25-NSE	Documents	Notification filed by national security exchange to report the removal from listing and registration of matured, redeemed or retired securities Acc-no: 0000876661-06-000877 (34 Act) Size: 3 KB	2006-11-01	033-10523 061179015
SC 13G/A	Documents	[Amend] Statement of acquisition of beneficial ownership by individuals Acc-no: 0001193125-06-205298 (34 Act) Size: 61 KB	2006-10-10	005-20863 061136758
15-12G	Documents	Securities registration termination [Section 12(g)] Acc-no: 0000903423-00-000024 Size: 4 KB	2000-01-10	000-20583 504184
8-K	Documents	Current report, Item 5 Acc-no: 0000903423-00-000024 Size: 1 KB	2000-01-10	001-02940 504184

Excerpt from EDGAR_0000950152-96-002905_HSBC-BANK.docx

FILED AS OF DATE: 19960612

SROS: NONE

FILER:

COMPANY DATA:

COMPANY CONFORMED NAME: HSBC AMERICAS INC
CENTRAL INDEX KEY: 0000062348
STANDARD INDUSTRIAL CLASSIFICATION: STATE COMMERCIAL BANKS [6022]
IRS NUMBER: 221093160
STATE OF INCORPORATION: DE
FISCAL YEAR END: 1231

FILING VALUES:

FORM TYPE: S-3
SEC ACT: 1933 Act
SEC FILE NUMBER: 333-05801
FILM NUMBER: 96580009

BUSINESS ADDRESS:

STREET 1: ONE MARINE MIDLAND CTR
STREET 2: MARINE MIDLAND BANK 22ND FL
CITY: BUFFALO
STATE: NY
ZIP: 14203
BUSINESS PHONE: 7168412424

MAIL ADDRESS:

STREET 2: ONE MARINE MIDLAND CENTER 22ND FL
CITY: BUFFALO
STATE: NY
ZIP: 14203

FORMER COMPANY:

FORMER CONFORMED NAME: MARINE MIDLAND BANKS INC

DATE OF NAME CHANGE: 19920703

FORMER COMPANY:

FORMER CONFORMED NAME: MARINE MIDLAND CORP

DATE OF NAME CHANGE: 19680614

+++++

THE CORPORATION

HSBC Americas, Inc. (the "Corporation"), formerly Marine Midland Banks, Inc., is a New York State based bank holding company registered under the Bank Holding Company Act of 1956, as amended. At March 31, 1996, the Corporation, together with its subsidiaries, had assets of \$21.6 billion and employed approximately 8,300 full and part time employees.


All of the Corporation's common stock is owned by HSBC Holdings B.V., an indirect wholly owned subsidiary of HSBC Holdings plc ("HSBC"). HSBC, with assets of \$352 billion at December 31, 1995 and net income of approximately \$3.9 billion for the year ended December 31, 1995, is one of the world's largest banking groups. HSBC, the ultimate parent company of The Hongkong and Shanghai Banking Corporation Limited and Midland Bank plc, is an international banking and financial services organization with major commercial and investment banking franchises operating under long established names in Asia, Europe, North America and the Middle East. Principal executive offices of HSBC are located in London.

The Corporation's principal subsidiary, Marine Midland Bank (the "Bank"), which had assets of \$21.4 billion and deposits of \$16.9 billion at March 31, 1996, is supervised and routinely examined by the Superintendent of Banks of the State of New York and the Board of Governors of the Federal Reserve System (the "Board of Governors"). The Bank is a regional bank with a distinctive geographic franchise encompassing the entire State of New York. Selected banking products are offered on a national basis. The Bank is engaged in a general commercial banking business, offering a full range of banking products and services to corporations, institutions, governments and individuals. Through its affiliation with HSBC, the Bank offers its customers access to global markets and services. In turn, the Bank plays a role in the delivery and processing of other HSBC products.

The Corporation's reported results are consolidated with Concord Leasing, Inc. ("Concord") and Oleifera Investments, Ltd. ("Oleifera"). Concord, which provides equipment financing through secured loan and finance lease transactions, had assets of \$1.5 billion at December 31, 1994. Concord was merged with the Corporation on January 1, 1995 through the contribution of Concord's outstanding common stock held by HSBC Holdings, B.V. to the Corporation. The merger transaction was accounted for as a transfer of assets between companies under common control, with the assets and liabilities of Concord combined with those of the Corporation at their historical carrying values. Oleifera had assets of \$183 million at December 31, 1995. The assets of Oleifera were transferred to the Corporation on January 1, 1996 through a transaction involving the contribution of common stock held by HSBC Holdings, B.V. to the Corporation. The transaction was

accounted for as a transfer of assets between companies under common control. The Corporation's consolidated financial statements set forth in the June 5th 8-K reflect a restatement of all prior periods to include the accounts and results of operations of Oleifera as though the transaction occurred as of the beginning of the earliest period presented.

EXHIBIT B – 16
 ENHANCE FINANCIAL SERVICES GROUP



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BETA View

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ENHANCE FINANCIAL SERVICES GROUP INC CIK#: 0000881889 (see all company filings)

SIC: 6399 - INSURANCE CARRIERS, NEC
 State location: NY | State of Inc.: NY | Fiscal Year End: 1231
 (Assistant Director Office: 1)

Business Address: 335 MADISON AVE, NEW YORK NY 10017, 2129833100
 Mailing Address: 335 MADISON AVENUE, 25TH FLOOR, NEW YORK NY 10017

Filter Results: Filing Type: Prior to: (YYYYMMDD) Ownership? include exclude only Limit Results Per Page: 40 Entries Search Show All

Items 1 - 40 [RSS Feed](#) Next 40

Filings	Format	Description	Filing Date	File/Film Number
25	Documents	[Paper] Notification of the removal from listing and registration of matured, redeemed or retired securities Acc-no: 999999997-03-018166 Size: 1 KB	2003-04-07	001-10967 03018133
SC 13G/A	Documents	[Amend] Statement of acquisition of beneficial ownership by individuals Acc-no: 0000869906-02-000113 Size: 8 KB	2002-02-14	005-42278 02546181
SC 13G/A	Documents	[Amend] Statement of acquisition of beneficial ownership by individuals Acc-no: 0000810868-01-000185 Size: 8 KB	2001-03-14	005-42278 1567968
SC 13G/A	Documents	[Amend] Statement of acquisition of beneficial ownership by individuals Acc-no: 0000928598-01-500066 Size: 22 KB	2001-03-14	005-42278 1568235
15-12B	Documents	Securities registration termination [Section 12(b)] Acc-no: 0000898822-01-000271 Size: 4 KB	2001-03-13	001-10967 1567565

STATEMENT OF ACQUISITION



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Filing Detail Search the Next-Generation EDGAR System

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Form SC 13G - Statement of acquisition of beneficial ownership by individuals [amend] SEC Accession No. 0000909518-99-000117

Filing Date: 1999-02-17
 Accepted: 1999-02-17 00:00:00
 Documents: 1

Document Format Files

Seq	Description	Document	Type	Size
1	Complete submission text file	0000909518-99-000117.txt	SC 13G/A	7935 9659

MEDIAONE FINANCIAL SERVICES INC (Filed by) CIK: 0000780577 (see all company filings)

IRS No.: 840931996 | State of Incorp.: CO | Fiscal Year End: 1231
 SIC: 6199 Finance Services
 Assistant Director 7

Business Address: 188 INVERNESS DR W, ENGLEWOOD CO 80112, 3038583545
 Mailing Address: 188 INVERNESS DR W, ENGLEWOOD CO 80112

ENHANCE FINANCIAL SERVICES GROUP INC (Subject) CIK: 0000881889 (see all company filings)

IRS No.: 43333448 | State of Incorp.: NY | Fiscal Year End: 1231
 Type: SC 13G/A | Act: 34 | File No.: 005-42278 | Film No.: 99543605
 SIC: 6399 Insurance Carriers, NEC
 Assistant Director 1

Business Address: 335 MADISON AVE, NEW YORK NY 10017, 2129833100
 Mailing Address: 335 MADISON AVENUE, 25TH FLOOR, NEW YORK NY 10017

EXHIBIT B – 17
REPUBLIC NATIONAL BANK
Excerpt from EDGAR_0000315053-99-000007_RepublicNationalBank

INVESTOPEDIA EXPLAINS 'SEC FORM 13F'

SEC Form 13-F was made famous by investment con artist Bernie Madoff. It provides investors with an inside look at the holdings of Wall Street's largest investment managers. While this form can provide valuable insight into the management style of some of Wall Street's best, history has proven that these forms are only truly usable by investors when the investment manager reports accurately and honestly. SOURCE: <http://www.investopedia.com/terms/f/form-13f.asp>

CONFORMED SUBMISSION TYPE: 13F-HR
PUBLIC DOCUMENT COUNT: 1
CONFORMED PERIOD OF REPORT: 19990630
FILED AS OF DATE: 19990727

FILER:

COMPANY DATA:

COMPANY CONFORMED NAM **REPUBLIC NATIONAL BANK OF NEW YORK**
CENTRAL INDEX KEY: 0000315053
STANDARD INDUSTRIAL CLASSIFICATION: []
IRS NUMBER: 132774727

FILING VALUES:

FORM TYPE: 13F-HR
SEC ACT:
SEC FILE NUMBER: 028-00854
FILM NUMBER: 99670674

BUSINESS ADDRESS:

STREET 1: ONE HANSON PLACE
CITY: BROOKLYN
STATE: NY
ZIP: 11243
BUSINESS PHONE: 2126192602

MAIL ADDRESS:

STREET 1: ONE HANSON PLACE
CITY: BROOKLYN
STATE: NY
ZIP: 11243

</SEC-HEADER>
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<SEQUENCE>1
<DESCRIPTION>ELECTRONIC 13 REPORT
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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 13F

FORM 13F COVER PAGE

REPORT FOR THE CALENDAR YEAR OR QUARTER ENDED: 6/30/99

EXHIBIT B – 18
HSBC ACQUIRED REPUBLIC NATIONAL BANK

NEW YORK TIMES

HOME PAGE TODAY'S PAPER VIDEO MOST POPULAR U.S. Edition ▼

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HSBC to Pay \$10.3 Billion For Republic
By ALAN OWELL
Published: May 11, 1999

LONDON, May 10— HSBC Holdings P.L.C. announced today that it would purchase the parent company of the Republic National Bank of New York for \$10.3 billion cash, the biggest foreign takeover deal for an American banking company.

The purchase of the Republic New York Corporation and an affiliate by HSBC -- an international banking group based in London with antecedents in Hong Kong and Shanghai -- would double the size of HSBC's private-banking business. It would also give HSBC the third-biggest retail branch network in the New York region, serving lower- and middle-income customers with low-cost checking and free automated teller machine services.

Banking industry analysts said the deal largely reflected HSBC's efforts to expand its highly profitable private-banking operations, which serve very wealthy clients.

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SEC'S EDGAR [0000903423-00-000022](#) RepublicNY.docx

ACCESSION NUMBER: 0000903423-00-000022
CONFORMED SUBMISSION TYPE: 8-K
PUBLIC DOCUMENT COUNT: 2
CONFORMED PERIOD OF REPORT: 19991231

ITEM INFORMATION:
ITEM INFORMATION:
ITEM INFORMATION:

FILED AS OF DATE: 20000110

FILER:

COMPANY DATA:

COMPANY CONFORMED NAME: REPUBLIC NEW YORK CORP
CENTRAL INDEX KEY: 0000083246
STANDARD INDUSTRIAL CLASSIFICATION: NATIONAL COMMERCIAL BANKS [6021]
IRS NUMBER: 132764867
STATE OF INCORPORATION: MD
FISCAL YEAR END: 1231

FILING VALUES:

FORM TYPE: 8-K
SEC ACT:
SEC FILE NUMBER: 001-07436
FILM NUMBER: 504094

BUSINESS ADDRESS:

STREET 1: 452 FIFTH AVE
CITY: NEW YORK
STATE: NY
ZIP: 10018

BUSINESS PHONE: 2125256100

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<TYPE>8-K
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SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): December 31, 1999

HSBC USA Inc.
(Exact Name of Registrant as Specified in Charter)

Maryland
(State or Other Jurisdiction of Incorporation)

1-7436 13-2764867
(Commission File Number) (IRS Employer Identification No.)

452 Fifth Avenue
New York, New York 10018
(Address of principal executive offices, including ZIP code)

(212) 525-6100
(Registrant's telephone number, including area code)

Republic New York Corporation
(former name or former address, if changed since last report)

<PAGE>

NOTE

Until January 3, 2000, Registrant was known as Republic New York Corporation.

Item 1. Change in Control of Registrant.

Effective at 12:00 noon on December 31, 1999, RNYC Merger Corporation, a Maryland corporation ("Merger Sub"), merged (the "Acquisition Merger") with and into Republic New York Corporation, a Maryland corporation ("Registrant") pursuant to a Transaction Agreement and Plan of Merger, dated as of May 10, 1999, as amended as of November 8, 1999 by and among HSBC Holdings plc, an English public limited company ("HSBC"), Merger Sub, Registrant and Safra Republic Holdings S.A. (the "Merger Agreement"). Merger Sub was a direct wholly owned subsidiary of HSBC North America Inc., a Delaware corporation ("HSBC NA"), and an indirect wholly owned subsidiary of HSBC.

Pursuant to the Merger Agreement, each outstanding share of common stock, par value \$5.00 per share of Registrant ("Registrant Common Stock"), was cancelled and converted solely into the right to receive \$72.00 in cash, without interest thereon. Also pursuant to the Merger Agreement, each (a) share of Registrant's Dutch Auction Rate Transferable Securities Preferred Stock, Series A (the "Republic Series A DART Preferred Stock"), (b) share of Registrant's Dutch Auction Rate Transferable Securities Preferred Stock, Series B (the "Republic Series B DART Preferred Stock"), (c) Depositary Share representing a one-fourth interest in a share of Registrant's Adjustable Rate Cumulative Preferred Stock, Series D (the "Republic Series D Preferred Stock"), (d) share of Registrant's \$1.8125 Cumulative Preferred Stock (the "Republic \$1.8125 Preferred Stock"), and (e) share of Registrant's \$2.8575 Cumulative Preferred Stock (the "Republic \$2.8575 Preferred Stock") remained unchanged as an issued and outstanding share of preferred stock of the same respective series of Registrant following the effective time of the Acquisition Merger. In addition, Registrant's 8 3/8% Debentures due 2007 (the "Republic 8 3/8% Debentures") remained unchanged as issued and outstanding publicly-held debt of the Registrant. Pursuant to the Merger Agreement, each share of common stock, par value \$0.01 per share, of Merger Sub was converted into one share of Registrant Common Stock. As a result, 100% of the Registrant Common Stock is owned directly by HSBC NA and indirectly by HSBC and Registrant became a subsidiary of HSBC NA and an indirect subsidiary of HSBC.

The Registrant's Proxy Statement filed on Schedule 14A, which was first mailed to stockholders of Registrant on or about August 9, 1999 (the "Proxy Statement"), and Registrant's Supplement to Proxy Statement filed as Definitive

Additional Materials on Schedule 14A, which was first mailed to stockholders of Registrant on or about November 10, 1999 (the "Supplement"), set forth certain information regarding HSBC; the amount of consideration used by HSBC; the date and a description of the Acquisition Merger.

HSBC NA obtained funds to pay holders of Registrant Common Stock from capital contributions and debt financing provided by HSBC and certain of HSBC's non-U.S. subsidiaries.

A copy of the press release announcing the closing of the Acquisition Merger and the Holding Company Merger (as defined below) is filed as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated by reference herein.

Item 2. Acquisition or Disposition of Assets.

Effective at 12:15 p.m. on December 31, 1999, HSBC USA Inc., a Delaware corporation, a direct subsidiary of HSBC NA, and an indirect wholly owned subsidiary of HSBC ("Old HSBC USA"), merged with and into Registrant (the "Holding Company Merger"). In the Holding Company Merger, each issued and outstanding share of Registrant Common Stock, Republic Series A DART Preferred Stock, Republic Series B DART Preferred Stock, Republic Series D Preferred Stock, Republic \$1.8125 Preferred Stock and Republic \$2.8575 Preferred Stock issued and outstanding immediately prior to the Effective Time remained unchanged as an issued and outstanding share of Registrant Common Stock or preferred stock of the same respective series of the Registrant, respectively. In addition, the Republic 8 3/8% Debentures remained unchanged as issued and outstanding publicly-held debt of the Registrant.

Also pursuant to the Holding Company Merger, all of the shares of common stock, par value \$5.00 per share, of Old HSBC USA were converted into an aggregate of one share of Registrant Common Stock and each share of Series X Preferred Stock, without par value, of Old HSBC USA was converted into one share of Series X Preferred Stock, no par value, of Registrant.

A copy of the press release announcing the closing of the Acquisition Merger and the Holding Company Merger is filed as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated by reference herein.

The Acquisition Merger will be treated for accounting purposes as a purchase of Registrant by HSBC NA, the sole common shareholder of Old HSBC USA prior to the Holding Company Merger. As a result, the historic balance sheet of Registrant is required to be restated at fair value as of December 31, 1999.

The Holding Company Merger will be treated for accounting purposes as an "as if" pooling of interests between Old HSBC USA and Registrant, as successor in the Acquisition Merger. As a result, the Quarterly Report on Form 10-Q filed by Registrant for the period ended September 30, 1999 was the last report filed by Registrant reflecting the historic financial position of Republic New York Corporation. From and after December 31, 1999, the financial statements filed by Registrant with the Securities and Exchange Commission will present the historic financial position of Old HSBC USA.

A description of the assets of Republic New York Corporation may be found in Registrant's Annual Report on Form 10-K for the year ended December 31, 1998, which is incorporated by reference herein.

Item 5. Other Events.

A. Name Change

On January 3, 2000, Registrant filed an Amendment to its charter to change its name to "HSBC USA Inc."

B. Registration

In the Holding Company Merger, Registrant assumed the payment obligations and all other covenants required to be performed or observed by Old HSBC USA in connection with the Old HSBC USA 7% Subordinated Notes due 2006 (the "7% Notes") listed on the New York Stock Exchange, Inc. (the "NYSE"). Pursuant to Rule 12g-3, the 7% Notes of Registrant, as successor issuer to Old HSBC USA, will be deemed registered for purposes of Section 12(b) of the Securities Exchange Act of 1934, as amended.

C. NYSE Symbols

Commencing on January 4, 2000, the Republic Series D Preferred Stock, Republic \$1.8125 Preferred Stock, Republic \$2.8575 Preferred Stock, the Republic 8 3/8% Debentures and the 7% Notes will be listed on the NYSE under the symbols

HBAPRD, HBAPRE, HBAPRF, HBA 07 and HBA 06, respectively.

Item 7. Financial Statements, Pro Forma Financial Information and Exhibits.

(a) FINANCIAL STATEMENTS OF BUSINESSES ACQUIRED. The consolidated statement of condition of Republic New York Corporation as of December 31, 1998 and December 31, 1997, the consolidated statements of income, cash flows and changes in stockholders' equity of Republic New York Corporation for the fiscal years ended December 31, 1998, 1997 and 1996, the related notes to the consolidated financial statements and the related accountant's report are incorporated herein by reference to the Annual Report on Form 10K of Republic New York Corporation for the fiscal year ended December 31, 1998 (previously filed on March 9, 1999, Commission File No. 1-7436). The unaudited consolidated statement of condition of Republic New York Corporation as of September 30, 1999, the unaudited consolidated statements of income, cash flows and changes in stockholders' equity of Republic New York Corporation for the quarters ended September 30, 1999 and 1998, and the related notes to the consolidated financial statements are incorporated herein by reference to the Quarterly Report on Form 10Q of Republic New York Corporation for the quarter ended September 30, 1999 (previously filed on November 12, 1999).

(b) PRO FORMA FINANCIAL INFORMATION. Pro forma financial information and exhibits required by Item 2 hereof will be filed by amendment to this Current Report on Form 8-K not later than 60 days after the date this Current Report on Form 8-K was required to be filed.

(c) EXHIBITS.

99.1 Press Release dated December 31, 1999.

<PAGE>

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: January 7, 2000

HSBC USA Inc.
(Registrant)

By: /s/ Gerald A. Ronning

Name: Gerald A. Ronning
Title: Executive Vice
President & Controller

<PAGE>

EXHIBIT INDEX

EXHIBIT NO.	DESCRIPTION
99.1	Press Release dated December 31, 1999.

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<SEQUENCE-2
<DESCRIPTION-EXHIBIT 99.1
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Exhibit 99.1

HSBC COMPLETES THE ACQUISITION OF REPUBLIC NEW YORK CORPORATION AND SRH

31 DECEMBER 1999

HSBC Holdings plc ("HSBC") completed the acquisition of Republic New York Corporation ("RNYC") and Safra Republic Holdings S.A. ("SRH") at 12.00 noon Eastern Standard Time in New York on 31 December 1999. Following the acquisition, RNYC merged with HSBC USA Inc., HSBC's New York-based US bank holding company. The combined entity will be named HSBC USA Inc..

HSBC Bank USA and Republic National Bank of New York are the principal operating subsidiaries of HSBC USA Inc. and RNYC respectively. After close of business on 31 December 1999, Republic National Bank of New York will convert to a New York state-chartered bank and will then merge with HSBC Bank USA. The newly merged bank will be named HSBC Bank USA.

Simultaneously with the completion of the RNYC acquisition, HSBC Holdings plc accepted for payment 36,254,767 shares of SRH common stock tendered to it by 17.00hrs Central European Time on 29 December 1999. The shares tendered together with the shares already owned by subsidiaries of RNYC represent approximately

99.38 per cent of SRH's issued and outstanding common stock.

Holders of RNYC common stock will receive US\$72.00 cash per share. A letter of transmittal will be posted to shareholders in early January to enable them to surrender stock certificates in return for payment by cheque. Holders of SRH common stock who tendered their shares properly will receive either US\$72 cash per share or loan notes if they have elected to do so.

Payment to common stockholders of RNYC will be made from 7 January 2000 and common stockholders of SRH who tendered their shares properly will be paid or have loan notes issued to them on 10 January 2000. RNYC and HSBC USA Inc. preferred stock and publicly-held debt remain outstanding as preferred stock and publicly-held debt of HSBC USA Inc..

RNYC's common stock will be de-listed from the New York and London stock exchanges. It is HSBC Holdings plc's intention to de-list SRH common stock from the Luxembourg and Swiss stock exchanges.

HSBC has extended the tender period for holders of SRH common stock until 31 January 2000. This allows stockholders who have not tendered, or not properly tendered, their shares an additional opportunity to do so. Details of this extended tender period will be published in the LUXEMBURGER WORT, LE TEMPS and NEUE ZUERCHER ZEITUNG on 7 January 2000.

The acquisitions represent a major step forward for HSBC towards achieving three strategic objectives. The deal:

- o doubles HSBC's private banking business to approximately 55,000 international private banking clients with over US\$120 billion of client funds under management.
- o extends HSBC's US domestic, personal and commercial banking business. The combined operations will have the third largest branch network in New York State with 455 branches serving more than two million customers.
- o enhances HSBC's global markets business in treasury and foreign exchange and the addition of world leading businesses in banknotes and bullion.

Sir John Bond, Group Chairman of HSBC Holdings plc, said: "We are delighted to have completed the acquisitions of RNYC and SRH. The fit with HSBC's businesses and strategy is extraordinarily good. The task before us now is to integrate our operations and make them seamless for our customers.

"While we are extremely sad to be moving forward without Edmond Safra, merging our organisations and maintaining the highest standards of integrity and customer service will be the best way of honouring his memory."

</TEXT>
</DOCUMENT>
</SEC-DOCUMENT>

-----END PRIVACY-ENHANCED MESSAGE-----

EXHIBIT B – 19

C-BASS Sells Litton Loan to Residential Asset Funding Corporation

C-Bass sells Litton Loan (Ex-B-19: SEC filing 12-14-2001) to Residential Asset Funding Corporation (SEC filing)

EDGAR 0001051170-01-500266 ResidentialAssetFunding-C-Bass.docx

ACCESSION NUMBER: 0001051170-01-500266
CONFORMED SUBMISSION TYPE: 10-K/A
PUBLIC DOCUMENT COUNT: 1
CONFORMED PERIOD OF REPORT: 20001231
FILED AS OF DATE: 20011214

FILER:

COMPANY DATA:

COMPANY CONFORMED NAME: RESIDENTIAL ASSET FUNDING CORP C-BASS 2000-CB4
CENTRAL INDEX KEY: 0001132646
STANDARD INDUSTRIAL CLASSIFICATION: ASSET-BACKED SECURITIES [6189]

FILING VALUES:

FORM TYPE: 10-K/A
SEC ACT: 1934 Act
SEC FILE NUMBER: 333-81721-02
FILM NUMBER: 1813993

BUSINESS ADDRESS:

STREET 1: 301 SOUTH COLLEGE STREET, DC-06
CITY: CHARLOTTE
STATE: NC
ZIP: 28202-6001

</SEC-HEADER>
<DOCUMENT>
<TYPE>10-K/A
<SEQUENCE>1
<FILENAME>004_10ka.txt

<DESCRIPTION>SERVICER AND AUDITORS REPORT
<TEXT>

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 10-K/A

Annual report pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 for the fiscal year ended December 31, 2000

Transition report pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 for the transition period from to

Commission File Number: 333-81721-02

RESIDENTIAL ASSET FUNDING CORPORATION

(Exact name of registrant as specified in its charter)

North Carolina

56-2064715

(State or other jurisdiction of incorporation)

(IRS Employer Identification No.)

301 South College Street, DC-06
Charlotte, North Carolina
(Address of principal executive offices)

28202-6001
(Zip Code)

Registrant's telephone number, including area code : (704) 374-4868

C-BASS Mortgage Loan Asset-Backed Certificates, Series 2000-CB4

(Title of each class of securities covered by this Form)

Securities registered pursuant to Section 12(b) of the Act: None
Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing

requirements for the past 90 days. Yes [X] No []

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K/A or any amendment to this Form 10-K/A. [X]

Documents incorporated by reference: None

<PAGE>

AMENDMENT NUMBER 1 OF 1

<PAGE>

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RESIDENTIAL ASSET FUNDING CORPORATION
C-BASS Mortgage Loan Asset-Backed Certificates, Series 2000-CB4

PART IV

Item 14. Exhibits, Financial Statement Schedules and Reports on Form 8-K

(a) The following documents are filed as part of this report:

- (1) Financial Statements:
Omitted.
- (2) Financial Statement Schedules:
Omitted.
- (3) Exhibits:

Annual Servicer Statements of Compliance, filed as Exhibit 99.1 hereto.
Annual Statement of Independent Accountants Report for the Servicer,
filed as Exhibit 99.2 hereto.

(b) Reports on Form 8-K: The following Current Reports on Form 8-K were filed by the Registrant during the last quarter of 2000.

Current Reports on Form 8-K, dated December 26, 2000, were filed for the purpose of filing the Monthly Statement sent to the Holders of the Offered Certificates for payments made on the same dates.
The items reported in such Current Report were Item 5 (Other Events).

(c) Exhibits to this report are listed in Item (14)(a)(3) above.

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<PAGE>

SIGNATURE

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

THE CHASE MANHATTAN BANK,
not in its individual capacity but solely
as Trustee under the Agreement referred
to herein

Date: December 13, 2001

By: /s/ Karen Schluter
Karen Schluter
Assistant Vice President

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<PAGE>

EXHIBIT INDEX

Exhibit	Description
99.1	Servicer's Annual Statements of Compliance
99.2	Servicer's Annual Independent Accountant's Report

-5-

EXHIBIT 99.1 - Servicer's Annual Statement of Compliance

-6-

<page>

LITTON LOAN SERVICING, LP
a subsidiary of Enhance Financial Services Group Inc.
5373 West Alabama, Suite 600 Telephone 713.960.9676
Houston, Texas 77056 Fax 713.966.8856

Litton Loan Servicing LP
Compliance Certification Year Ended December 31, 2000
C-BASS, Series 2000-CB4

The undersigned Officer of Litton Loan Servicing LP certifies that for the year ended December 31, 2000, Litton has complied with Section 3.27 of the Pooling and Servicing Agreement by and between Residential Asset Funding Corporation, as Depositor, Credit-Based Asset Servicing and Securitization LLC, as seller, The Chase Manhattan Bank, as Trustee and Litton Loan Servicing LP, as Servicer, dated November 1, 2000, as they relate to the Internal Revenue Service Information reporting requirements including those under Sections 6050J.

By: /s/ Janice McClure Dated: Dec 4, 2001
Janice McClure
Senior Vice President

State of Texas
County of Harris

On December 4, 2001, before me a Notary Public in and for said state, personally appeared Janice McClure of Litton Loan Servicing LP, personally known to me to be the person whose name is subscribed to the within the instrument and acknowledged to me that he executed that same in his authorized capacity, and that by his signature on the instrument, the entity upon behalf of which the person acted executed the instrument.

WITNESS my hand and official seal.

/s/ Amanda Lee Foster
Amanda Lee Foster
Notary Public
State of Texas
Commission Expires 01-26-2004

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<page>

LITTON LOAN SERVICING, LP
a subsidiary of Enhance Financial Services Group Inc.
5373 West Alabama, Suite 600 Telephone 713.960.9676
Houston, Texas 77056 Fax 713.966.8856

March 30, 2001

Karen Schluter
The Chase Manhattan Bank
450 West 33rd Street, 14th floor
New York, New York 10001-2697

Subject: C-BASS 2000-CB4

To Whom it May Concern:

The undersigned officer of Litton Loan Servicing LP (successor in interest to Litton Loan Servicing, Inc.) certifies that a review of the servicing activity for the year ended December 31, 2000 has been completed under such officer's supervision and that there were no defaults or exceptions to the requirements of the subject agreement between the above-listed parties. Litton Loan Servicing LP hereby certifies that:

1. All ad valorem taxes have been paid when due and without penalty to the Trust.
2. All assessments and ground rents of whatsoever kind or nature have been paid so as to prevent their taking priority to the purchase money lien or lien to which the trust is entitled.
3. All casualty insurance has been paid without lapse in coverage and in an amount sufficient to prevent the application of a co-insurance clause.
4. In compliance with terms of the agreement, flood insurance as required by the National Flood Insurance Act of 1994, P.L. 103-325 §511, if any, has been maintained without lapse.
5. Errors and Omissions Insurance is in forced in amounts sufficient to meet the requirements of Federal National Mortgage Association, Federal Home Loan Mortgage Corporation and the terms of the subject agreement.
6. Litton Loan Servicing LP has timely filed the required IRS informational returns including the forms 1098, 1099(A), and those required by code sections 6050(h)(j)(p) for the year ended December 31, 2000.

7. Litton Loan Servicing LP has not committed any act or omitted to act in any manner that would cause the trust to lose the REMIC tax treatment or be taxed on prohibited transaction.

8. All other items and requirements of the Servicing Agreement between the above parties have been complied with except as noted on the attachment to this letter if any.

Sincerely,

Litton Loan Servicing LP
/s/ Janice McClure
Janice McClure
Senior Vice President

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<page>
LITTON LOAN SERVICING, LP
a subsidiary of Enhance Financial Services Group Inc.

5373 West Alabama, Suite 600 Telephone 713.960.9676
Houston, Texas 77056 Fax 713.966.8856

January 12, 2001

As of December 31, 2000, Litton Loan Servicing LP has complied in all material respects with the minimum servicing set forth in the Mortgage Bankers Association of America's Uniform Single Attestation Program for Mortgage Bankers. As of and for this same period, Litton Loan Servicing LP had in effect a fidelity bond in the amount of \$10,000,000 and an errors and omissions policy in the amount of \$10,000,000.

/s/ Larry B. Litton, Sr.
Larry B. Litton, Sr., President & CEO

/s/ Janice McClure
Janice McClure, Senior Vice President

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<page>
EXHIBIT 99.2 - Servicer's Annual Independent Accountant's Report

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Deloitte & Touche LLP
Suite 2300
333 Clay Street
Houston, Texas 77002

INDEPENDENT AUDITORS' REPORT

To the Partners of
Litton Loan Servicing LP:

We have examined management's assertion about Litton Loan Servicing LP's (the "Company") compliance with the minimum servicing standards identified in the Mortgage Bankers Association of America's Uniform Single Attestation Program for Mortgage Bankers as of and for the year ended December 31, 2000, included in the accompanying management assertion. Management is responsible for the Company's compliance with those minimum servicing standards. Our responsibility is to express an opinion on management's assertion about the Company's compliance based on our examination.

Our examination was made in accordance with standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about the Company's compliance with minimum servicing standards and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination of the Company's compliance with the minimum servicing standards.

In our opinion, management's assertion that the Company complied with the aforementioned minimum servicing standards as of and for the year ended December 31, 2000 is fairly stated, in all material respects.

January 12, 2001

</TEXT>
</DOCUMENT>
</SEC-DOCUMENT>

-----END PRIVACY-ENHANCED MESSAGE-----

EXHIBIT B – 20

C-Bass Sells Litton Loan to Residential Asset Funding Corporation

C-Bass sells Litton Loan (Ex-B-19: SEC filing 12-14-2001) to Residential Asset Funding Corporation (SEC filing)

EDGAR [0001005150-00-001714-0001](#) ResidentialAssetFundng-LittonLoan.docx

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

Form 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934

Date of Report (Date of earliest event reported) December 13, 2000

Residential Asset Funding Corporation

(Exact name of registrant as specified in its charter)

<TABLE>

<S>	<C>	<C>
North Carolina	333-81721	56-2064715
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)

</TABLE>

<TABLE>

<S>	<C>
301 South College Street, DC-06 Charlotte, North Carolina	28202-6001
(Address of Principal Executive Offices)	(Zip Code)

</TABLE>

Registrant's telephone number, including area code (704) 374-4868

No Change

(Former name or former address, if changed since last report)

<PAGE>

Item 2. Acquisition or Disposition of Assets

Description of the Certificates and the Mortgage Loans

Residential Asset Funding Corporation registered issuances of up to \$1,500,000,000 principal amount of Asset-Backed Certificates on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, as amended (the "Act"), by the Registration Statement on Form S-3 (Registration File No. 333-81721) (the "Registration Statement"). Pursuant to the Registration Statement, C-BASS Mortgage Loan Asset-Backed Certificates, Series 2000-CB4 (the "Issuer") issued \$161,840,000 in aggregate principal amount of its Asset-Backed Certificates, Class A-1F, Class A-2F, Class A-1A, Class M-1, Class M-2, Class B-1 and Class B-2 (the "Certificates"), on December 13, 2000. This Current Report on Form 8-K is being filed to satisfy an undertaking to file copies of certain agreements executed in connection with the issuance of the Certificates.

The Certificates were issued pursuant to a Pooling and Servicing Agreement (the "Agreement") attached hereto as Exhibit 4.1, dated as of November 1, 2000, among Residential Asset Funding Corporation, as depositor (the "Depositor"), The Chase Manhattan Bank, as trustee (the "Trustee"), Litton Loan Servicing LP, as servicer (the "Servicer"), and Credit-Based Asset Servicing and Securitization LLC, as seller (the "Seller"). The Certificates represent beneficial ownership interests in a pool of mortgage loans and certain related property.

As of December 1, 2000, the Mortgage Loans possessed the characteristics described in the Prospectus dated September 9, 1999 and the Prospectus Supplement dated December 7, 2000 filed pursuant to Rule 424(b)(5) of the Act on December 14, 2000.

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<PAGE>

Item 7. Financial Statements, Pro Forma Financial Information and Exhibits.

(a) Not applicable

(b) Not applicable

(c) Exhibit 1.1. Underwriting Agreement, dated December 7, 2000, between Residential Asset Funding Corporation and First Union Securities, Inc.

Exhibit 4.1. Pooling and Servicing Agreement, dated as of November 1, 2000, among Residential Asset Funding Corporation, as Depositor, Litton Loan Servicing LP., as Servicer, The Chase Manhattan Bank, as Trustee, and Credit-Based Asset Servicing and Securitization LLC, as Seller.

Exhibit 8.1. Opinion of Dewey Ballantine LLP regarding tax matters, dated December 13, 2000.

Exhibit 10.1. Mortgage Loan Purchase Agreement, dated as of November 1, 2000, between Credit-Based Asset Servicing and Securitization LLC, as Seller and Residential Asset Funding Corporation, as Purchaser.

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<PAGE>

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this Report to be signed on its behalf by the undersigned thereunto duly authorized.

RESIDENTIAL ASSET FUNDING CORPORATION,
as Depositor and on behalf of 2000-CB4 Trust

Registrant

By: /s/ Eric Kaplan

Name: Eric Kaplan

Title: Vice President

Dated: December 27, 2000

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<PAGE>

EXHIBIT INDEX

<TABLE>

<CAPTION>

Exhibit No.	Description
-------------	-------------

<S>

<C>

Exhibit 1.1.	Underwriting Agreement, dated December 7, 2000, between Residential Asset Funding Corporation and First Union Securities, Inc.
--------------	--

Exhibit 4.1.	Pooling and Servicing Agreement, dated as of November 1, 2000, among Residential Asset Funding Corporation, as Depositor, Litton Loan Servicing LP., as Servicer, The Chase Manhattan Bank, as Trustee, and Credit-Based Asset Servicing and Securitization LLC, as Seller.
--------------	---

Exhibit 8.1.	Opinion of Dewey Ballantine LLP regarding tax matters, dated December 13, 2000.
--------------	---

Exhibit 10.1.	Mortgage Loan Purchase Agreement, dated as of November 1, 2000, between Credit-Based Asset Servicing and Securitization LLC, as Seller and Residential Asset Funding Corporation, as Purchaser.
---------------	---

</TABLE>

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EXHIBIT B – 21
RADIAN ACQUIRES ENHANCED FINANCIAL SERVICES

1/19/2015

News Release



Radian to Acquire Enhance Financial in a \$640 Million Stock-for-Stock Transaction

PHILADELPHIA and NEW YORK, Nov. 14 /PRNewswire/ -- Radian Group Inc., Philadelphia (NYSE: RDN), today announced a definitive agreement to acquire Enhance Financial Services Group Inc., New York City (NYSE: EFS), in an all-stock transaction.

The transaction, which has been approved by the boards of directors of both companies, calls for Enhance Financial stockholders to receive .22 shares of Radian common stock for each share of Enhance Financial common stock. Based on Radian's closing price of \$64.19 on November 13, 2000, this represents \$640 million in the aggregate.

The transaction, which is expected to close in the first quarter of 2001, is subject to various regulatory approvals, as well as the approval of Radian and Enhance Financial stockholders and certain other conditions. It will be treated as a purchase for accounting purposes, and is anticipated to qualify as a tax-free reorganization for federal income tax purposes. The transaction is expected to be immediately accretive to Radian's earnings per share.

The acquisition will further expand the scope of Radian Group's activities beyond its core business -- primary mortgage insurance -- into the broader areas of financial guaranty insurance and reinsurance. Enhance Financial's primary businesses insure or reinsure municipal and asset-backed obligations, trade credit and other credit-related businesses.

Commenting on the transaction, Radian Chairman and Chief Executive Officer Frank P. Filippis said: "This transaction accelerates Radian's long-term, strategic plan to diversify across the credit enhancement spectrum. It leverages our company's expertise in credit and risk management, and will create new options for Radian clients seeking the most cost-effective credit enhancements and financial products.

"Enhance Financial's clients, which include some of the nation's largest corporate and municipal bond insurers, investment banks and issuers, will benefit from Radian's stronger balance sheet and our deep understanding of, and commitment to, the financial guaranty business."

"Enhance Financial recently announced a strategic plan to refocus on our core businesses -- reinsurance and asset-based insurance," commented Daniel Gross, President and Chief Executive Officer of Enhance Financial. "At that time, we said that we would also consider a strategic buyer, and that is certainly our view of Radian.

"Our respective businesses complement one another. Their management is committed to the financial guaranty sector, the company has a strong balance sheet, and our two organizations are culturally compatible. This is a strong match, and one that will accelerate Enhance Financial's future success."

Radian said that Enhance Financial will operate as a standalone unit, under its current name and will continue to be headquartered in New York City.

Goldman Sachs acted as Radian's financial advisor in this transaction, and Morgan Stanley Dean Witter acted as advisor to Enhance Financial.

Radian Group Inc. will hold a conference call to discuss this acquisition today at 9:00 a.m. Eastern time. To participate in the call, please dial 1-888-209-3797. Individuals interested in listening to the call may logon to the simultaneous webcast at: <http://www.videonewswire.com/RADIAN/111300/>. The call will also be archived on the website www.prnwswire.com. To access the replay, click on the conference calls link under Multimedia.

Enhance Financial Services Group Inc. is a leading provider of credit-based insurance and financial services. Enhance Financial's subsidiaries and affiliates provide financial guaranty insurance and reinsurance in a wide variety of domestic and international markets. Its Enhance Reinsurance Company is the largest provider of financial guaranty reinsurance in the United States.

EXHIBIT B – 21 cont'd.
RADIAN ACQUIRES ENHANCED FINANCIAL SERVICES

1/19/2015

News Release

Radian Group Inc. is the parent company of Radian Guaranty Inc. The company provides private mortgage insurance and risk management services to mortgage lenders nationwide; these services increase homeownership opportunities by helping people to buy homes with downpayments of less than 20 percent. Private mortgage insurance protects lenders from default-related losses on residential first mortgages and facilitates the sale of low-downpayment mortgage loans in the secondary market.

SOURCE Radian Group Inc.

Web site: <http://www.radianmi.com>

CONTACT: Rick Lutenski for Enhance Financial, 212-984-9153; or Bill Campbell, media, 212-254-6670, or Jonathan T. McGrain, Investors, 215-564-6600, ext. 3319, both for Radian

"Safe Harbor" Statement under the Private Securities Litigation Reform Act of 1995: Statements in this press release regarding Radian Group Inc.'s business which are not historical facts are "forward-looking statements" that involve risks and uncertainties. For a discussion of such risks and uncertainties, which could cause actual results to differ from those contained in the forward-looking statements, see "Risk Factors" in the Company's Annual Report or Form 10-K for the most recently ended fiscal year.

EXHIBIT B – 22
C-BASS CAPITAL LLC FIRST SEC FILING
 (DOWNLOAD AT <http://www.sec.gov/Archives/edgar/vpr/02/9999999997-02-018183>)



[Home](#) | [Latest Filings](#) | [Previous Page](#)

U.S. Securities and Exchange Commission

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EDGAR Search Results
 BETA View

[SEC Home](#) » [Search the Next-Generation EDGAR System](#) » [Company Search](#) » [Current Page](#)

C-BASS CAPITAL LLC CIK#: 0001038185 (see all company filings)

State location: NY | State of Inc.: DE | Fiscal Year End: 1231
 formerly: HEMLOCK CAPITAL LLC (filings through 2006-03-01)
 formerly: HEMLOCK CAPITAL LLC /BD (filings through 2002-02-26)

Business Address
 335 MADISON AVE
 NEW YORK NY 10017
 212-850-5082

Mailing Address
 C/O C-BASS
 338 MADISON AVENUE
 NEW YORK NY 10017

Filter Results: Filing Type: Prior to: (YYYYMMDD) 20020226 Ownership? include exclude only Limit Results Per Page 40 Entries

Items 1 - 9 [RSS Feed](#)

Filings	Format	Description	Filing Date	File/Film Number
X-17A-5	Documents	[Paper]FOCUS Report Acc-no: 9999999997-09-005301 (34 Act) Size: 1 KB	2009-02-24	008-50159 09055558
X-17A-5	Documents	[Paper]FOCUS Report Acc-no: 9999999997-06-013848 (34 Act) Size: 1 KB	2008-03-03	008-50159 09029421
X-17A-5	Documents	[Paper]FOCUS Report Acc-no: 9999999997-07-015306 (34 Act) Size: 1 KB	2007-03-01	008-50159 07005876
X-17A-5	Documents	[Paper]FOCUS Report Acc-no: 9999999997-06-021536 (34 Act) Size: 1 KB	2006-03-01	008-50159 09008143
FOCUSN	Documents	[Paper]Non-public annual audit reports filed by brokers or dealers Acc-no: 9999999997-05-019023 (34 Act) Size: 1 KB	2005-03-01	008-50159 05042125
X-17A-5	Documents	[Paper]FOCUS Report Acc-no: 9999999997-05-018140 (34 Act) Size: 1 KB	2005-03-01	008-50159 05042157
X-17A-5	Documents	[Paper]FOCUS Report Acc-no: 9999999997-04-010907 Size: 1 KB	2004-02-27	008-50159 04003041
X-17A-5	Documents	[Paper]FOCUS Report Acc-no: 9999999997-03-008754 Size: 1 KB	2003-02-28	008-50159 03012407
X-17A-5	Documents	[Paper]FOCUS Report Acc-no: 9999999997-02-018183 Size: 1 KB	2002-02-26	008-50159 02006046

EXHIBIT B – 23

GOLDMAN SACHS ADVISED RADIAN ON THE PURCHASE OF ENHANCE FINANCIAL SERVICES
Excerpt from EDGAR [w43583s-4 RadianGroup](#) 12-27-2000.docx

AS FILED WITH THE SECURITIES AND EXCHANGE COMMISSION ON DECEMBER 27, 2000

REGISTRATION NO. 333-

SECURITIES AND EXCHANGE COMMISSION

WASHINGTON D.C. 20549

FORM S-4

REGISTRATION STATEMENT

UNDER

THE SECURITIES ACT OF 1933

RADIAN GROUP INC.

(EXACT NAME OF REGISTRANT AS SPECIFIED IN ITS CHARTER)

<TABLE>

<S>	DELAWARE	<C>	6719	<C>	23-2691170
	(STATE OR OTHER JURISDICTION OF INCORPORATION OR ORGANIZATION)		(PRIMARY STANDARD INDUSTRIAL CLASSIFICATION CODE NUMBER)		(I.R.S. EMPLOYER IDENTIFICATION NO.)

</TABLE>

1601 MARKET STREET
PHILADELPHIA, PENNSYLVANIA 19103
(215) 564-6600

(ADDRESS AND TELEPHONE NUMBER OF REGISTRANT'S PRINCIPAL EXECUTIVE OFFICES)

HOWARD S. YARUSS

SENIOR VICE PRESIDENT,

SECRETARY AND GENERAL COUNSEL

RADIAN GROUP INC.

1601 MARKET STREET

PHILADELPHIA, PENNSYLVANIA 19103

(215) 564-6600

(NAME, ADDRESS AND TELEPHONE NUMBER OF AGENT FOR SERVICE)

COPIES TO:

<TABLE>

<S>		<C>	SAMUEL BERGMAN, ESQ.	<C>	
			EXECUTIVE VICE PRESIDENT, SECRETARY AND GENERAL COUNSEL		
	TREVOR S. NORWITZ, ESQ.		ENHANCE FINANCIAL SERVICES GROUP		DAVID W. BERNSTEIN, ESQ.
	WACHTELL, LIPTON, ROSEN & KATZ		INC.		CLIFFORD CHANCE ROGERS & WELLS LLP
	51 WEST 52ND STREET		335 MADISON AVENUE, 25TH FLOOR		200 PARK AVENUE
	NEW YORK, NEW YORK 10019		NEW YORK, NEW YORK 10017		NEW YORK, NEW YORK 10166
	(212) 403-1000		(212) 984-9200		(212) 878-8000

</TABLE>

APPROXIMATE DATE OF COMMENCEMENT OF PROPOSED SALE OF THE SECURITIES TO THE PUBLIC: As soon as practicable after this Registration Statement becomes effective and the satisfaction or waiver of all other conditions to the merger of Enhance Financial Services Group Inc. with GOLD Acquisition Corporation, a wholly owned subsidiary of Radian Group Inc.

If the securities being registered on this form are being offered in connection with the formation of a holding company and there is compliance with General Instruction G, check the following box: []

If this form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act of 1933, as amended (the "Securities Act"), check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering: []

If this form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering: []

Radian common shares, including the shares issued to shareholders of Enhance Financial Services in the merger, will continue to be listed on the New York Stock Exchange under the trading symbol "RDN."

Enhance Financial Services will hold a special meeting of its shareholders to consider and vote on the merger proposal. Radian will hold a special meeting of its stockholders to consider and vote on the proposal to issue Radian common shares in the merger.

YOUR VOTE IS VERY IMPORTANT. Whether or not you plan to attend your stockholders' meeting, please take the time to vote by completing the enclosed proxy card and mailing it to us or, if you are an Enhance Financial Services shareholder, you may also vote by following the Internet or telephone instructions on the proxy card. If you sign, date and mail your proxy card without indicating how you want to vote, your proxy will be counted as a vote FOR each of the proposals presented. If you neither return your card nor, if you are an Enhance Financial Services shareholder, vote by Internet or telephone, or if you do not instruct your broker how to vote any shares held for you in "street name," your shares will not be voted at the meeting.

APPROVAL OF THE MERGER BY THE ENHANCE FINANCIAL SERVICES SHAREHOLDERS REQUIRES THE AFFIRMATIVE VOTE OF TWO-THIRDS OF ITS OUTSTANDING SHARES. THEREFORE, AN ENHANCE FINANCIAL SERVICES SHAREHOLDER NOT VOTING HAS THE SAME EFFECT AS VOTING AGAINST THE MERGER.

The dates, times and places of the stockholders' meetings are as follows:

RADIAN STOCKHOLDERS:		ENHANCE FINANCIAL SERVICES SHAREHOLDERS:	
<S>	<C>	<S>	<C>
, 2001, [] a.m., local time		, 2001, [] a.m., local time	

This Joint Proxy Statement/Prospectus gives you detailed information about the merger we are proposing, and it includes our merger agreement as Annex A. You can get more information about our companies from publicly available documents we have filed with the Securities and Exchange Commission. We encourage you to read carefully this entire document, including all its annexes, and we especially encourage you to read the section on "Risk Factors" beginning on page 15.

We enthusiastically support this compelling combination of two successful companies, and we join with the members of our boards of directors in recommending that you vote in favor of the merger and the related proposal.

Frank P. Filippis	Daniel Gross
Chairman and Chief Executive Officer	President and Chief Executive Officer
Radian Group Inc.	Enhance Financial Services Group Inc.

NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE SECURITIES COMMISSION HAS APPROVED OR DISAPPROVED OF THE SECURITIES THAT WILL BE ISSUED IN THE MERGER OR PASSED UPON THE ADEQUACY OR ACCURACY OF THIS JOINT PROXY STATEMENT/PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THIS JOINT PROXY STATEMENT/PROSPECTUS IS DATED [], 2001,
AND IS BEING FIRST MAILED TO STOCKHOLDERS ON OR ABOUT [], 2001.
<PAGE> 3

This document incorporates important business and financial information about Radian and Enhance Financial Services that is not included in or delivered with this document. This information is available without charge to stockholders upon written or oral request at the applicable company's address and telephone number listed on page 4. To obtain timely delivery, stockholders must request the information no later than , 2001.
<PAGE> 4

EXHIBIT B – 24
 HSBC BANK USA LAST SEC FILING

The screenshot displays the SEC Edgar search results for HSBC Bank USA. At the top, there is a navigation bar with the SEC logo and the text "U.S. Securities and Exchange Commission". Below this, the search results are titled "EDGAR Search Results".

Key information displayed includes:

- Company:** HSBC BANK USA CIK#: 0000315053 (see all company filings)
- State location:** NY
- Formerly:** REPUBLIC NATIONAL BANK OF NEW YORK (filings through 1999-07-27)
- Business Address:** ONE HANSON PLACE #801 BROOKLYN NY 11243 2126192602
- Mailing Address:** ONE HANSON PLACE #801 BROOKLYN NY 11243

Filtering options include:

- Filter Results: []
- Filing Type: []
- Prior to: (YYYYMMDD) []
- Ownership? include exclude only
- Limit Results Per Page: 40 Entries
- Buttons: Search, Show All

The main table lists the following filings:

Filings	Format	Description	Filing Date	File/Film Number
13F-HR	Documents	Quarterly report filed by institutional managers, Holdings Acc-no: 0000315053-01-000001 Size: 30 KB	2001-01-22	028-00854 1512343
13F-HR	Documents	Quarterly report filed by institutional managers, Holdings Acc-no: 0000315053-00-000005 Size: 31 KB	2000-10-24	028-00854 744663
13F-HR	Documents	Quarterly report filed by institutional managers, Holdings Acc-no: 0000315053-00-000004 Size: 32 KB	2000-07-10	028-00854 669767
13F-HR	Documents	Quarterly report filed by institutional managers, Holdings Acc-no: 0000315053-00-000003 Size: 31 KB	2000-04-10	028-00854 597204
13F-HR	Documents	Quarterly report filed by institutional managers, Holdings Acc-no: 0000315053-00-000001 Size: 34 KB	2000-01-12	028-00854 506118
13F-HR	Documents	Quarterly report filed by institutional managers, Holdings Acc-no: 0000315053-99-000011 Size: 34 KB	1999-12-03	028-00854 99768447
13F-HR	Documents	Quarterly report filed by institutional managers, Holdings Acc-no: 0000315053-99-000007 Size: 39 KB	1999-07-27	028-00854 99670674

At the bottom of the page, the URL <http://www.sec.gov/cgi-bin/browse-edgar> is visible.

EXHIBIT B – 25

New Jersey Department of Banking and Insurance: NJ's Predatory Lending Law Protecting Consumers

1/16/2015

NJ Predatory Lending Law Protecting Consumers

News Release

New Jersey Department of
Banking and Insurance
Commissioner Holly C. Bakke

For Immediate Release: December 21, 2004

For Further Information: Winnie Fendus or Marshall McKnight - (609) 292-5064

New Jersey's Predatory Lending Law Protecting Consumers

TRENTON – New Jersey Department of Banking and Insurance Commissioner Holly C. Bakke wants consumers to know that work is well under way to implement the state's predatory lending law. The Department's goal has been, and continues to be, to protect consumers by assuring that lenders are here to serve them while eliminating predatory practices. Since the law took effect, the number of complaints the Department suspects as predatory or deceptive has dropped by more than 33 percent.

"The State of New Jersey is a national leader in the fight to stop predatory lending," said Acting Governor Richard J. Codey. "A growing number of states have passed such laws. Thanks to our strong predatory lending law, New Jersey continues to serve and protect consumers."

Known as the New Jersey Homeowners Security Act, the law was signed in May 2003 and took effect in November 2003. The law, a result of ongoing consultations with consumer groups and lenders, provides substantial protection against abusive provisions in high-cost loans, the most flagrant of predatory practices.

Predatory lending is the use of unfair and abusive mortgage lending practices that result in a borrower paying more through high fees or interest rates than the borrower's credit history warrants. Due to the complexity of mortgage transactions, it is often difficult for individuals to tell the difference between a legitimate and predatory loan.

"Our predatory lending law, including the recent amendment, appears to be working to provide a competitive market for New Jersey's consumers and a fair place for lenders to do business," Commissioner Bakke said. "New lenders have entered the marketplace and the state's mortgage loan market continues to be very active."

From December 2002 to November 2003 the Department received 560 suspected predatory complaints. Since the new law began in November 2003, the number of complaints the Department suspects as predatory or deceptive has dropped by nearly 36 percent. The Department received 360 such complaints from December 2003 through November 2004.

While the Department recovers more than \$1 million for consumers every year, enforcement fines have decreased since the new law began. In 2003, the Department collected approximately \$850,000 in fines from licensed lenders. As of November 2004 the figure has dropped to \$550,000.

While the drop in national lending volumes could cause a proportional drop in complaints and fines, part of the reduction is likely due to the Department's participation with industry groups and licensed lenders to explain how to comply with the new law. The Department also joined community groups in educating urban area consumers on how to avoid predatory loans.

EXHIBIT B – 25 cont'd.

New Jersey Department of Banking and Insurance: NJ's Predatory Lending Law Protecting Consumers

1/19/2015

NJ Predatory Lending Law Protecting Consumers

While complaints against state licensed lenders have decreased, complaints against federally chartered lenders have increased. From December 2002 to November 2003, the Department received and referred 691 of these federal complaints. The Department received and referred 736 federal complaints from December 2003 through November 2004.

"Our well-balanced law significantly reduces predatory lending," said H. Robert Tillman, director of the Division of Banking. "It is still too early to feel the full effect of the law, but it appears that our state banks and licensed lenders have prepared for the new law and have helped create a more competitive market. Unfortunately, most federally chartered banks and lenders issuing high-cost loans have not been willing to comply with state predatory lending laws."

The law was amended in July when, among other changes, the high-cost loan threshold for points and fees was lowered from 5 percent to 4.5 percent. The amendments pleased consumer and trade groups because they allowed access to as much as \$1 billion more in credit while providing the opportunity for more credit counseling.

"A number of lenders who had left the market primarily due to the original New Jersey Homeowners Security Act have since come back into the market as a result of the amendment to the law," said E. Robert Levy, executive director and counsel, Mortgage Bankers Association of New Jersey.

In 2004, the Department has approved 429 new licensed entities/individuals and 963 new branches.

"The American Association of Retired Persons-New Jersey fully supports the New Jersey Homeowners Security Act and the exemplary work of the Department of Banking and Insurance to protect consumers from predatory lending," said Jim Dieterle, AARP state director. "The New Jersey Homeowners Security Act is one of the best in the nation."

"It's a great law. It provides a strong consumer protection to low- and moderate-income borrowers," said Phyllis Salowe-Kaye, executive director of New Jersey Citizen Action, the state's largest consumer watchdog organization. "We have to make sure that it's not pre-empted by Congress and federal regulators."

National financial services companies and federally chartered banks provide a substantial portion of the state's mortgage loans and many of them claim exemption from New Jersey's predatory lending law. Some press reports have speculated that the federal government will enact a nationwide predatory lending law in 2005.

"We welcome a federal predatory lending law," said Director Tillman. "As long as it provides adequate consumer protections."

For more information on predatory lending, go to the Department's web site at www.state.nj.us/dobi/dobi/division_consumers/finance/predatory.html. If you feel you're a victim of predatory lending, call the Division of Banking at (609) 292-7272.

EXHIBIT B – 26
Deloitte & Touche Report on Litton Loan Filed With SEC

Deloitte

Deloitte & Touche LLP
Suite 2300
333 Clay Street
Houston, TX 77002-4196
USA
Tel: +1 713 982 2000
Fax: +1 713 982 2001
www.deloitte.com

Report of Independent Registered Public Accounting Firm

To the Partners of Litton Loan Servicing LP:

We have examined management's assertion that Litton Loan Servicing LP (the Company) has complied as of and for the year ended December 31, 2004, with its established minimum servicing standards described in the accompanying Management Assertion Report dated February 16, 2005. Management is responsible for the Company's compliance with those minimum servicing standards. Our responsibility is to express an opinion on management's assertion about the Company's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants as adopted by the Public Company Accounting Oversight Board (United States) and, accordingly, included examining, on a test basis, evidence about the Company's compliance with its minimum servicing standards and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on the Company's compliance with its minimum servicing standards.

In our opinion, management's assertion that the Company complied with the aforementioned minimum servicing standards as of and for the year ended December 31, 2004, is fairly stated, in all material respects based on the criteria set forth in Appendix I.

/s/: Deloitte & Touche LLP
Deloitte & Touche LLP
February 16, 2005

EXHIBIT B – 27

FREMONT HOME LOAN TRUST 2006-C (Subject) (Ex-B-27: CIK: **0001373810** Initial SEC filing by FREMONT MORTGAGE SECURITIES CORP (Filed by) Ex-B-27: CIK: **0001099390**)
FREMONT HOME LOAN TRUST 2006-C



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EDGAR Search Results **EDGAR** Search Results BETA View

SEC Home » Search the Next-Generation EDGAR System » Company Search » Current Page

FREMONT HOME LOAN TRUST 2006-C CIK#: **0001373810** (see all company filings)
 SIC: 6189 - ASSET-BACKED SECURITIES Business Address: 175 NORTH RIVERVIEW DRIVE ANAHEIM CA 92808 Mailing Address: 175 NORTH RIVERVIEW DRIVE ANAHEIM CA 92808
 State location: CA | State of Inc.: DE | Fiscal Year End: 1231 7142836500

Filter Results: Filing Type: Prior to: (YYYYMMDD) 20070110 Ownership? include exclude only Limit Results Per Page: 40 Entries Search Show All

Items 1 - 8 [RSS Feed](#)

Filings	Format	Description	Filing Date	File/Film Number
10-D	Documents	Asset-Backed Issuer Distribution Report [Section 13 or 15(d) of the Securities Exchange Act of 1934] Acc-no: 0001056404-07-000433 (34 Act) Size: 183 KB	2007-01-10	333-132540-02 07523440
8-K	Documents	Current report, items 5.03 and 9.01 Acc-no: 0001056404-06-004389 (34 Act) Size: 23 KB	2006-12-19	333-132540-02 061265490
10-D	Documents	Asset-Backed Issuer Distribution Report [Section 13 or 15(d) of the Securities Exchange Act of 1934] Acc-no: 0001056404-06-004284 (34 Act) Size: 205 KB	2006-12-12	333-132540-02 061271030
10-D	Documents	Asset-Backed Issuer Distribution Report [Section 13 or 15(d) of the Securities Exchange Act of 1934] Acc-no: 0001056404-06-003836 (34 Act) Size: 206 KB	2006-11-09	333-132540-02 061200093
8-K	Documents	Current report, items 8.01 and 9.01 Acc-no: 0000950124-06-005403 (34 Act) Size: 2 MB	2006-09-20	333-132540-02 061100499
8-K	Documents	Current report, items 8.01 and 9.01 Acc-no: 0000950124-06-005168 (34 Act) Size: 28 KB	2006-09-11	333-132540-02 061084841
424B5	Documents	Prospectus [Rule 424(b)(5)] Acc-no: 0000950124-06-004941 (33 Act) Size: 4 MB	2006-08-31	333-132540-02 061066651
FWP	Documents	Filing under Securities Act Rules 163/433 of free writing prospectuses Acc-no: 0000950124-06-004794 (34 Act) Size: 5 MB	2006-08-25	333-132540-02 061054015

http://www.sec.gov/cgi-bin/browse-edgar

FREMONT HOME LOAN TRUST 2006-C INITIAL SEC FILING



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Form FWP - Filing under Securities Act Rules 163/433 of free writing prospectuses SEC Accession No. 0000950124-06-004794

Filing Date: 2006-08-25
 Accepted: 2006-08-24 20:16:32
 Documents: 5

Document Format Files

Seq	Description	Document	Type	Size
1	FREEWRITING PROSPECTUS	v23280fwp.htm	FWP	3108810
2	GRAPHIC	v23280v2328000.gif	GRAPHIC	2994
3	GRAPHIC	v23280v2328001.gif	GRAPHIC	3748
4	GRAPHIC	v23280v2328002.gif	GRAPHIC	13377
5	GRAPHIC	v23280v2328003.gif	GRAPHIC	26314
	Complete submission text file	0000950124-06-004794.txt		3175261

FREMONT MORTGAGE SECURITIES CORP (Filed by) CIK: **0001099390** (see all company filings)
 IRS No.: 000000000 | State of Incorp.: DE | Fiscal Year End: 1231 Business Address: 175 NORTH RIVERVIEW DRIVE ANAHEIM CA 92808 Mailing Address: 175 NORTH RIVERVIEW DRIVE ANAHEIM CA 92808
 Type: FWP 7142836500 Assistant Director 5

FREMONT HOME LOAN TRUST 2006-C (Subject) CIK: **0001373810** (see all company filings)
 State of Incorp.: DE | Fiscal Year End: 1231 Business Address: 175 NORTH RIVERVIEW DRIVE ANAHEIM CA 92808 Mailing Address: 175 NORTH RIVERVIEW DRIVE ANAHEIM CA 92808
 Type: FWP | Act: 34 | File No.: 333-132540-02 | Film No.: 061054015 7142836500 Assistant Director 5

FREMONT MORTGAGE SECURITIES CORP



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FREMONT MORTGAGE SECURITIES CORP CIK#: **0001099390** (see all company filings)
 SIC: 6189 - ASSET-BACKED SECURITIES Business Address: 175 NORTH RIVERVIEW DRIVE ANAHEIM CA 92808 Mailing Address: 175 NORTH RIVERVIEW DRIVE ANAHEIM CA 92808
 State location: CA | State of Inc.: DE | Fiscal Year End: 1231 7142836500 (Assistant Director Office: 5)

Filter Results: Filing Type: Prior to: (YYYYMMDD) Ownership? include exclude only Limit Results Per Page: 40 Entries Search Show All

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Filings	Format	Description	Filed/Effective	File/Film Number
8-K	Documents	Current report, items 8.01 and 9.01 Acc-no: 0000950124-06-007717 (34 Act) Size: 2 MB	2006-12-20	333-91565 061269439
424B5	Documents	Prospectus [Rule 424(b)(5)] Acc-no: 0000950124-06-007383 (33 Act) Size: 4 MB	2006-12-07	333-132540 061253479
8-K	Documents	Current report, items 8.01 and 9.01 Acc-no: 0000950124-06-007347 (34 Act) Size: 32 KB	2006-12-06	333-91565 061260054
FWP	Documents	Filing under Securities Act Rules 163/433 of free writing prospectuses Acc-no: 0000950124-06-007064 Size: 3 MB	2006-11-21	
FWP	Documents	Filing under Securities Act Rules 163/433 of free writing prospectuses Acc-no: 0000950124-06-007063 Size: 39 KB	2006-11-21	
8-K	Documents	Current report, items 8.01 and 9.01 Acc-no: 0000950137-06-012610 (34 Act) Size: 2 MB	2006-11-17	333-91565 061226999

EXHIBIT B – 28
FDIC CEASE AND DESIST ORDER TO FREMONT INVESTMENT & LOAN

The New York Times



WASHINGTON — U.S. bank regulators have ordered Fremont Investment & Loan, a major lender in the troubled subprime home-mortgage business, to tighten its loan policies and operations to avoid future losses from defaults by borrowers.

The move is the first by federal regulators against an individual institution related to the recent turmoil in the market for subprime mortgages — higher- interest loans for people with blemished credit records or low incomes who are considered to be higher risks.

The Federal Deposit Insurance Corp. announced the cease-and-desist order with Fremont Investment, a bank based in Brea, California, and its parent companies, Fremont General and Fremont General Credit. The companies agreed to comply with the order without admitting or denying the FDIC's allegation that Fremont Investment was operating "without effective risk-management policies and procedures" in its subprime mortgage and commercial real-estate lending operations.

The FDIC said it had found that, among other things, the bank was making subprime mortgage loans without having the proper criteria for assessing borrowers' ability to repay, and that it was marketing and making the loans "in a way that substantially increased the likelihood of borrower default or other loss to the bank."

Fremont General said recently it was getting out of subprime mortgage lending and had been in talks with potential buyers of its home mortgage business.

Federal Deposit Insurance and other bank regulators, in general, have been worried recently about a surge in defaults on subprime home mortgages in an increasingly troubled market for them. The regulators called on lenders last week to exercise caution in making subprime loans and to strictly evaluate borrowers' ability to repay them.

"Our concern has always been that banks make loans that borrowers are able to repay," Sheila Bair, chairman of the FDIC, said. "We believe that the agreement with Fremont addresses this basic concern."

Mortgage delinquencies and foreclosures are spiking, especially among people who took out subprime mortgages during the sizzling housing boom that waned in the second half of 2005.

Several companies that specialize in subprime mortgages have seen their shares plummet in recent weeks.

EXHIBIT B – 29
C-BASS SELLS LITTON LOAN TO GOLDMAN SACHS

From the Philadelphia Business Journal
: <http://www.bizjournals.com/philadelphia/stories/2007/12/10/daily14.html>

Radian, MGIC affiliate C-BASS sells servicing business

Dec 11, 2007, 12:48pm EST Updated: Dec 11, 2007, 12:53pm EST

The subprime mortgage lending affiliate of Radian Group Inc. has sold off a loan servicing business and will use proceeds to help pay off its creditors under an out-of-court restructuring agreement.

Credit-Based Asset Servicing and Securitization LLC (C-BASS) said it has completed the sale of Litton Loan Servicing to Goldman Sachs for an undisclosed price. The sale was part of a long-term agreement with secured and unsecured creditors reached Nov. 13.

C-BASS is a New York-based company that's regarded as a leading issuer, servicer and investor in credit-sensitive residential mortgage assets. It is a limited liability company capitalized by **MGIC Investment Corp.** (NYSE:MGIC) of Milwaukee, Radian (NYSE:RDN) of Philadelphia and C-BASS management. MGIC and Radian are mortgage insurers.

Terms of the deal were not disclosed.

The recent turmoil in the subprime lending industry resulted in an unprecedented amount of margin calls from its lenders. The frequency and magnitude of the calls adversely affected the firm's liquidity. As a result, MGIC and Radian took write-offs to reflect the reduced value of their investment in C-BASS.

In August 2007, C-BASS hired The Blackstone Group to assist in solving its liquidity challenges. The Blackstone Group, working with management and Hunton & Williams, C-BASS' legal advisers, created a solution that allowed the company to reach a consensual out-of-court restructuring with all its creditors.

The agreement provides a framework for the company to manage its portfolio assets, allowing the underlying cash flow to repay the secured and unsecured creditors of C-BASS over time.

EXHIBIT B – 30
SEC LAUNCHES PROBE OF MGIC, RADIANT

From the Milwaukee Business Journal
: <http://www.bizjournals.com/milwaukee/stories/2007/11/19/daily20.html>

SEC launches probe of MGIC, Radian

Nov 21, 2007, 10:29am CST Updated: Nov 21, 2007, 10:31am CST

The U.S. Securities and Exchange Commission is seeking additional information from MGIC Investment Corp. and Radian Group Inc. under an investigation into their failed merger and their relationship with a subprime lending affiliate.

Both mortgage insurance providers confirmed the investigation in separate quarterly reports filed Wednesday.

Milwaukee-based MGIC (NYSE: MTG) said only that in October, the Division of Enforcement of the SEC requested documents related to Credit-Based Asset Servicing and Securitization LLC (C-BASS), the now-terminated merger with Radian and subprime mortgage assets "in the company's various lines of business."

Radian said it received a letter Oct. 3 from the SEC's Chicago office stating that the staff is conducting an investigation. Staff of the SEC told Radian officials that the investigation "should not be construed as an indication by the Commission or its staff that any violation of the securities laws has occurred, or as a reflection upon any person, entity or security," according to the Radian filing.

Both companies said they are cooperating with the SEC's requests.

The meltdown of the subprime mortgage industry caused both firms to write off their total investment of more than \$1 billion in C-BASS. The rattled credit markets also led to the scuttling of a proposed merger of MGIC and Philadelphia-based Radian (NYSE: RDN) in September. MGIC and Radian had announced plans to merge in February, with MGIC acquiring Radian Group in a \$4.9 billion transaction.

EXHIBIT B – 31
FINANCIAL INDUSTRY NOT FOOLED BY PILFERING OF BIG BANKS

Rising Rates to Worsen Subprime Mess

Interest Payments Set To Grow on \$362 Billion In Mortgages in 2008

By RUTH SIMON

Updated Nov. 24, 2007 11:59 p.m. ET

The subprime mortgage crisis is poised to get much worse.

Next year, interest rates are set to rise -- or "reset" -- on \$362 billion worth of adjustable-rate subprime mortgages, according to data calculated by Bank of America Corp.

While many accounts portray resetting rates as the big factor behind the surge in home-loan defaults and foreclosures this year, that isn't quite the case. Many of the subprime mortgages...

[TO VIEW FULL ARTICLE CLICK HERE](#) OR READ IT BELOW

Next year, interest rates are set to rise -- or "reset" -- on **\$362 billion** worth of adjustable-rate subprime mortgages...

While many accounts portray resetting rates as the big factor behind the surge in home-loan defaults and foreclosures this year, that isn't quite the case. **Many of the subprime mortgages that have driven up the default rate went bad in their first year or so, well before their interest rate had a chance to go higher.** Some of these mortgages went to speculators who planned to flip their houses, others to borrowers who had stretched too far to make their payments, and still others had some element of fraud.

Now the real crest of the reset wave is coming, and that promises more pain for borrowers, lenders and Wall Street. Already, many subprime lenders, who focused on people with poor credit, have gone bust. Big banks and investors who made subprime loans or bought securities backed by them are reporting billions of dollars in losses.

The reset peak will likely add to political pressure to help borrowers who can't afford to pay the higher interest rates. **The housing slowdown is emerging as an issue in both the presidential and congressional races for 2008, and the Bush administration is pushing lenders to loosen terms and keep people from losing their homes...**

...Larry Litton Jr., chief executive of Litton Loan Servicing, says resetting of adjustable-rate mortgages, or ARMs, has recently emerged as a bigger driver of defaults. "The initial wave was largely driven by a higher frequency of fraudulent loans...and loose underwriting..."

More than half of the subprime delinquencies and foreclosures this year involved loans that hadn't yet reset, and thus were due to factors such as weak underwriting and falling home prices...

[TO VIEW FULL ARTICLE CLICK HERE](#)

EXHIBIT B – 32
GOLDMAN TO CASH IN BIG TIME WITH LITTON LOAN

Loan Workout
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to Cash in Big Time With the Litton Loan
3/5/08
7 by Moe Bedard

It's gone. [Undo](#)

What was wrong with this ad?

- Inappropriate
- Repetitive
- Irrelevant

This is a very interesting purchase by Goldman Sachs. The question that many people will ask is "why the hell would anyone want to buy a company that services a tremendous amount of adjustable rate mortgages, AKA, supprime slime?"

Because servicing subprime mortgages is a very profitable business, that's why!

Take this quote for [Bloomberg](#):

Subprime loans are made to people who have weak credit. With home lenders refusing to refinance borrowers who might default, the loans stay in the portfolio longer,

making them more valuable," Richard Bove, an analyst at Funk, Ziegel Co., said in an interview last month when the Litton sale was announced.

What he is essentially saying is that borrowers are "trapped" in these loans and they will not be going anywhere anytime soon. So, we are going to capitalize on these "weak" and less credit "worthy" subprime borrowers because they can't refinance, thus we can milk every damn dime we can to increase our bottom line before they default and eventually we foreclose on them.

It's not over yet, boys and girls.

Then we'll send it to our REO servicing division, where we will continue to make big money because that property is sure not going to sell anytime soon and in fact, it may be years before that over priced home sells. Thus, the money will be rolling for years to come.

Money was made by the truck loads when these toxic loans were originated by lenders and then packaged and sold on Wall Street. There's not a whole lot of that happening right now, so now, the money is in servicing them.

That's an easy prediction, given today's current real estate market, that is only getting worse by the second.

Remember [Moe](#), tells it like it is. In middle class laymen's terms. This is just a simple capitalistic business formula and these guys sure are capitalists. Right? Their business is to make money, regardless of how it's done, as long as it's all within the scope of the law and to be honest, that is being questioned by many [mortgage](#) servicing industry watchdogs like myself.

More from [Bloomberg](#):

Credit-Based Asset Servicing and Securitization LLC, a subprime mortgage investor written off by its owners, completed the sale of its Litton Loan Servicing business and named Goldman Sachs Group Inc. as the buyer.

The sale allowed C-Bass to reach an out-of-court restructuring with its creditors, the New York-based company said in a statement today. [Litton Deals with Homeowners on behalf of mortgage companies if the borrowers](#)

EXHIBIT B – 32 cont'd. GOLDMAN TO CASH IN BIG TIME WITH LITTON LOAN

don't pay their bills on time. While terms weren't announced today, Radian Group Inc., part owner of C-Beas, said last month the unit would be sold for about \$457.8 million to an unnamed acquirer.

Goldman, the world's largest securities firm, may be betting it can pick up Litton at a depressed price. C-Beas's owners wrote off their entire equity investment of more than \$200 million this year, even while Litton continued to operate. Chief Financial Officer David Vinter said in September that his firm was hunting for "distressed assets."

The reason why Goldman bought Litton Loan Servicing.

Goldman bought the company "because it's a recognized leader in the loan-servicing sector," said Michael DuVelly, spokesman for the New York-based securities firm. "Given the stress in the residential mortgage market, a premium is being placed on quality workout-servicing capabilities, for which Litton is very well-known."

C-Beas was among more than 100 mortgage lenders and investors forced to halt operations or find buyers in 2007 amid the worst housing slump in 18 years. Its majority owners were MGIC Investment Corp. and Radian, the nation's No. 1 and No. 3-ranked mortgage insurers.

Blackstone Group LP advised C-Beas, which received legal counsel from Hurton and Williams.

Katie Monroe, a spokeswoman for Milwaukee-based MGIC, Tim Lynch a spokesman for Philadelphia-based Radian, and Peter Carwin, a spokesman for New York-based C-Beas, didn't return voicemail messages left after business hours.

I suspect will see many more acquisitions, massive consolidations and some very unlikely alliances forming in the near future.

Related News

- [Goldman Sachs Said to Be Poised to Sell Litton Mortgage Business to Cowi](#)
- [Litton Loan Servicing, an Affiliate of Goldman Sachs, Closes Deal on Fremont General's Servicing Rights](#)
- [Goldman contemplating sale of Litton Mortgage Loan Servicing unit](#)
- [Goldman Closes the Door on Subprime](#)
- [NY Fed Probing Goldman Mortgage Servicing Unit](#)



EXHIBIT B – 33 HSBC DUMPS TENS OF BILLIONS OF DOLLARS IN MORTGAGES

HSBC set to dump loans in 'bad bank'

HSBC investors are hoping the bank will be able to dump approximately \$40billion (£21.8billion) of American sub-prime mortgages into the \$800billion US government fund created last week to bail out banks hit by bad debts.

By **GEOFF HO** Published: 00:00, Sun, September 21, 2008



HSBC set to dump loans in 'bad bank'

HSBC investors are hoping the bank will be able to dump approximately \$40billion (£21.8billion) of American sub-prime mortgages into the \$800billion US government fund created last week to bail out banks hit by bad debts.

[TO VIEW FULL ARTICLE CLICK HERE](#)



Details of the radical "bad bank" plan, the brainchild of US Treasury secretary Hank Paulson, are still being hammered out this weekend.

As things stand, the bail-out fund is going to be made available only to US banks. However, because banking giant HSBC owns US sub-prime lender Household, which it bought for \$14.2billion in 2002, it is understood the US government is considering making an exception for the bank.

"Potentially, what we have here is a fantastic bail-out," one of HSBC's institutional investors said.

"The question the US is looking at is whether or not Household is an American company, given that its parent company is a British bank."

HSBC in new sub-prime writedown

Europe's biggest bank HSBC has written off \$3.2bn (£1.6bn) in the first three months of 2008 as a result of its exposure to the US sub-prime market.



The writedowns, which are lower than the total written off in the final quarter of 2007, are in line with what the bank had predicted.

HSBC now stands behind Citibank, UBS and Merrill Lynch as the banks with the largest value of writedowns.

[TO VIEW FULL ARTICLE CLICK HERE](#)

The screenshot shows a BBC News article from Monday, 12 May 2008. The article title is "HSBC in new sub-prime writedown". The main text states: "Europe's biggest bank HSBC has written off \$3.2bn (£1.6bn) in the first three months of 2008 as a result of its exposure to the US sub-prime market." It further notes that the writedowns are lower than the total written off in the final quarter of 2007 and that HSBC now stands behind Citibank, UBS, and Merrill Lynch. A sidebar on the left lists various news categories like Africa, Americas, and Business. A small image of the HSBC logo on a globe is also visible in the article content.

EXHIBIT B – 33 cont'd.
HSBC DUMPS TENS OF BILLIONS OF DOLLARS IN MORTGAGES

HSBC's Billion-Dollar Bomb



Published: 11/10/2011 10:45 am EST

By: [Igor Greenwald](#) Financial Columnist, *The Energy Strategist*

MONEY SHOW

<http://www.moneyshow.com/articles.asp?id=GUFI25326>

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http://proofhearing.org/proof/2011/11/10/HSBC_Billion-Dollar-Bomb_MoneyShow.pdf

[TO VIEW FULL ARTICLE CLICK HERE](#)

EXHIBIT B – 34

NEW JERSEY ATTORNEY GENERAL ANNOUNCES MORTGAGE FRAUD LAWSUITS

Attorney General Announces Mortgage Fraud Lawsuits

July 15, 2009

by [New Jersey RealEstateRama](#)

[Government and Public Real Estate News](#), [Business News](#), [Housing News](#), [Legal News](#), [Mortgage News](#), [Real Estate News](#)

TRENTON, NJ – July 15, 2009 – (RealEstateRama) — Continuing the State's effort to combat mortgage-related fraud, Attorney General Anne Milgram announced today the filing of two new lawsuits charging a total of 10 individual and corporate defendants with selling bogus loan modification services to distressed homeowners.

Defendants in the two unrelated cases are charged with collecting unlawful "up-front" fees for loan modification services that either never materialized or made homeowners' situations worse. The defendants also are charged with misleading consumers through false advertising and deceptive solicitations, and engaging in debt adjustment activity without a license.

In one of the two lawsuits, the defendants also are accused of violating federal law governing credit repair activity, and with founding a non-profit "financial advocacy council" solely to legitimize their fraudulent enterprises. The state has identified 42 homeowners victimized by the latest schemes.

"The conduct charged in these two cases is outrageous. It epitomizes the kind of callous, greedy and opportunistic fraud we are committed to halting," said Attorney General Milgram. "In both cases, the defendants took advantage of desperate people who looked to them for help. They gained the trust of their victims through deceptive advertising and misleading sales pitches, then collected thousands of dollars in unlawful fees and provided nothing in return but empty promises and added financial misery. We intend to hold these defendants accountable."

"Loan modification services are supposed to serve as a lifeline to homeowners facing foreclosure, but instead the unscrupulous operators in these cases used these programs to cheat struggling families and make a profit," said New Jersey Department of Banking and Insurance Commissioner Steven M. Goldman. "This type of activity is particularly reprehensible when it occurs in tough economic times when people are fighting to stay in their homes and are especially vulnerable."

With the lawsuits announced today, the state has filed a total of 11 civil mortgage fraud complaints since June 2008 naming 102 individual and corporate defendants, affecting more than 350 victims and property worth more than \$29.1 million. The state has also obtained indictments or guilty pleas in seven criminal mortgage fraud cases involving a total of 10 defendants who were charged with victimizing close to 60 individuals and banks in connection with loans worth nearly \$11 million.

The conduct charged in the state's civil and criminal cases has included fraud that victimized people seeking to obtain loans through a broker, or seeking to own investment properties. Victims have also included those hopeful of improving their living situations via "rent-to-own" opportunities, as well as financially-desperate homeowners in need of loan modification help.

Named as defendants in one of the State's new lawsuits are Ejike N. Uzor, a licensed attorney who lists offices in Linden and Newark, and Stephen Pasch of Green Brook Township, Somerset County. Charged in the same lawsuit are corporate defendants New Day Financial Solutions, a Newark-based company owned and operated by Pasch, and three other Pasch companies: NDRCA, Inc., which operates from Pasch's home in Green Brook Township, American Credit Repair and Settlement, L.L.C., and Paramount Debt Settlement USA, L.L.C., both of which operate from the same address as Pasch's New Day Financial at 701 McCarter Highway, Suite 303, Newark.

EXHIBIT B – 34 cont'd.

NEW JERSEY ATTORNEY GENERAL ANNOUNCES MORTGAGE FRAUD LAWSUITS

Also named as corporate defendants are two Uxor companies: Uxor Financial Solutions, LLC and Ejike N. Uxor and Associates. Both companies list the same corporate address on McCarter Highway in Newark as the multiple companies run by Pasch. The American Financial Advocacy Council, a registered non-profit which lists both Pasch and Uxor as officers, is also named as a defendant. The complaint charges that American Financial functions as nothing more than a tool to further the fraudulent activities of Pasch and Uxor.

The State's other new lawsuit names as a defendant Best Interest Rate Mortgage Company (BIRMCO), located on Haddon Avenue in the Westmont section of Haddon Township, Camden County.

Although the approach used by BIRMCO to defraud customers was different – the company used direct mail solicitations while defendants in the New Day lawsuit used Web-based advertising, radio ads and telephone outreach — the outcome was the same: homeowners seeking loan modification help were induced, through misleading promotional materials and deceptive sales pitches, to pay BIRMCO thousands of dollars in advance fees and got either nothing in return, or ultimately saw their financial situations become worse.

Details of the State's two complaints are as follows:

Milgram v. New Day Financial Solutions, etc. Filed in New Jersey Superior Court in Essex County, the State's seven-count complaint charges individual defendants Pasch and Uxor — along with seven corporations operated by Pasch, Uxor or both — with violating New Jersey's Consumer Fraud Act. The complaint also charges violation of state advertising regulations, the New Jersey Debt Adjustment and Credit Counseling Act and the Federal Credit Repair Organizations Act.

The suit also charges that the American Financial Advocacy Council was essentially a ploy to encourage consumer confidence in the services of Pasch and Uxor and their companies, through bogus "independent" recommendations made by the "non-profit."

According to the State's complaint, Pasch's New Day Financial operated from at least September 2008 through March 2009, charging customers thousands of dollars – payable in advance – for loan modification services, and offering a "100 percent money-back guarantee" if the company failed to deliver. New Day representatives urged customers to stop making mortgage payments while the company sought loan modification on their behalf. The complaint charges that, typically, New Day failed to obtain loan modification for its customers, and in many instances put them in worse financial standing by instructing them to stop paying their mortgages.

The experiences of four different New Day victims, including three from New Jersey, are described in the complaint. In one case, a Sayreville woman paid New Day \$2,500 for loan modification help and later learned her lender had no record of any contact with New Day. The woman, who had coincidentally received a loan modification offer from her lender, asked New Day for a refund after learning the company had done nothing for her, but never received one.

In another case, a woman from Howell paid \$4,200 for New Day's services in September 2008. She was instructed to make her check payable to Pasch's company, NDRCA. In early 2009, the woman received a letter from her mortgage company indicating that no loan modification review could begin because required documentation had not been provided. The woman tried repeatedly to contact New Day, but was unable to reach a representative except for one time, when she was instructed to be patient. Ultimately, the woman worked directly with her lender to modify her loan, but New Day never refunded her \$4,200.

According to the State's lawsuit, New Day posted notice on its Web site in March 2009 that it would no longer be soliciting loan modification clients. It was around that time, the lawsuit asserts, that the other defendant corporations belonging to Pasch and Uxor – including the non-profit American Financial Advocacy Council — formed and began soliciting loan modification and other debt-adjustment-related business.

According to the complaint, Pasch's American Credit Repair and Debt Settlement, and his company Paramount Debt Settlement USA, as well as Uxor and Associates, jointly began operating a Web site called www.creditrepair199.com. The Web site offers credit repair and debt adjustment services, and provides a phone number to call to obtain such services. The same Web site advises consumers that they will be charged an "application/enrollment fee" of \$199 per individual and \$319 per couple, plus a \$79-a-month service fee. (It is illegal in New Jersey to charge for credit repair services not yet rendered.)

The lawsuit also charges that the Pasch/Uxor "non-profit" American Financial Advocacy Council — through its Web site at www.loanadvmyhome.com — has sought to instill consumer confidence in the defendants' bogus, for-profit operations. The complaint quotes the Web site as saying American Financial works "with a select group of Christian-owned companies that are able to assist consumers who are experiencing financial hardships." The same Web site provides links to the Web sites of Pasch's companies American Credit Repair and Debt Settlement and Paramount Debt Settlement USA, as well as the Uxor companies Uxor Financial Solutions, LLC and Uxor and Associates. None of the companies are licensed debt adjusters.

Among other things, the State's lawsuit against Pasch, Uxor and the other defendants seeks to dissolve the non-profit American Financial, and asks the court to order a halt to the defendants' unlawful business practices. It also seeks restitution for consumers and the imposition of maximum civil penalties.

Milgram v. Best Interest Rate Mortgage Company (BIRMCO): Filed in Superior Court in Mercer County, the State's four-count complaint charges BIRMCO with violating the Consumer Fraud Act, state advertising regulations and the New Jersey Debt Adjustment and Credit Counseling Act. According to the complaint, BIRMCO is a state-licensed mortgage lender, but has no state license to conduct debt adjustment activity.

Despite having no license, BIRMCO has solicited loan modification customers since at least November 2008, typically by sending distressed homeowners direct mail solicitations that appear to have been sent by a government agency. The mailings describe the targeted homeowner's specific mortgage information, discuss the availability of various government programs to help financially-strapped mortgage holders, and include a telephone number to call for further information. The telephone number is actually for BIRMCO, although the company's name appears nowhere on the original mailing.

Once a consumer calls the number, he or she is promised that BIRMCO can negotiate a loan modification resulting in a lower interest rate and lower monthly payments. Consumers who accept the offer are charged an up-front fee of several thousand dollars and must sign a contract, but they are promised a refund if BIRMCO fails to obtain a loan modification. They are also told to stop making mortgage payments and to avoid contacting their lenders, purportedly to strengthen their position in seeking loan modification.

In fact, the State's lawsuit charges, BIRMCO often does little or no work toward obtaining loan modification for its clients. The suit contends that clients who hire BIRMCO and heed the company's advice to stop making mortgage payments end up learning – typically through a call from their lenders – that they are not only delinquent on their mortgages, but that nothing has been done to modify their loans. Ultimately, the suit charges, customers end up

EXHIBIT B – 34 cont'd.
NEW JERSEY ATTORNEY GENERAL ANNOUNCES MORTGAGE FRAUD LAWSUITS

working directly with their lenders and obtaining loan modifications that would have been available in the first place.

Nonetheless, BIRMCO typically forwards a letter to the consumer afterward claiming credit for negotiating a beneficial modification. Customers who seek a refund after negotiating their own loan modifications or realizing BIRMCO did nothing for them usually either get nothing, or only a partial refund, the suit charges.

The State's complaint describes the experience of several BIRMCO victims, including a Belleville woman who paid the company \$2,900 up front and ended up with a loan modification that actually increased her mortgage payment by \$70 a month because she followed the company's advice to stop making mortgage payments. BIRMCO ultimately returned only half of her up-front fee.

As with the New Day complaint, the State's lawsuit against BIRMCO asks the court to order a halt to the defendants' unworkful business practices, seeks restitution for consumers and the imposition of maximum civil penalties.

The Attorney General urged any member of the public who has been a victim of mortgage-related fraud to report it by calling the Division of Consumer Affairs. New Jersey residents can call the toll-free hotline at 1-800-242-3846. Consumers from out of state can call 973-504-6200. Those seeking to file a complaint can also visit the Division's Web site at www.njconsumeraffairs.gov.

Milgram also reminded homeowners facing foreclosure that free help may be available to them through the state's foreclosure mediation program. She urged distressed homeowners to explore what help is available through the program by calling the toll-free hotline number at 1-800-989-5277 or visiting the Web site at www.NJForeclosureMediation.org. Through the foreclosure mediation program, qualified homeowners who are in danger of losing their homes can receive help from housing counselors, attorneys and a neutral mediator to resolve loan delinquencies.

Attorney General Milgram thanked Deputy Attorney General Megan Lewis, Chief of the Division of Law's Affirmative Litigation Section, Deputy Attorney General Jim Michael of the Affirmative Litigation Section, Deputy Attorney General Janine Matton of the Affirmative Litigation Section, Assistant Attorney General James J. Savage of the Division of Law, Deputy Attorney General Raymond Chance, Chief of the Division of Law's Banking and Insurance Section, Deputy Attorney General Gregory McHugh of the Banking and Insurance Section, Supervising Investigator Jennifer Misco, Investigator Jared O'Connell and Investigator Kevin Noland of the Division of Consumer Affairs, for their work on the loan modification cases announced today.

EXHIBIT B – 35

HSBC MOVES HEADQUARTERS TO EVADE FINES FOR THEIR ACTIONS

FROM US TO UK THEN HONG KONG

Why HSBC Is Returning to Hong Kong By Michael Schuman / Hong Kong Wednesday, Sept. 30, 2009

TIME

Wednesday, Sep. 30, 2009

Why HSBC Is Returning to Hong Kong

By Michael Schuman / Hong Kong

Megabank HSBC has been as much a part of Hong Kong history as Victoria Harbor, high tea at the Peninsula Hotel and martial-arts movies. Founded in 1865 as the Hongkong and Shanghai Banking Corporation, HSBC backed some of city's most important businessmen, including tycoon Li Ka-shing, and remains Hong Kong's No. 1 bank. But for much of the past 20 years, HSBC has expended a lot of its energy striving to be more than an Asian institution. With major acquisitions in the U.K., the U.S. and elsewhere, HSBC grew into one of the world's largest banks, with a truly international footprint. Since 1993, the Hong Kong stalwart has had its global headquarters in London.

But now HSBC has realized home is where the heart — and the money — is. On Sept. 25, HSBC announced that its chief executive, Michael Geoghegan, will relocate his office back to Hong Kong in February, 2010. The decision is yet another sign of the growing economic influence of Asia. Calling Asia the bank's "strategically most important region," HSBC said in a statement that Geoghegan's move "further positions the Group for the shift in the world's center of economic gravity from West to East."

[TO VIEW FULL ARTICLE CLICK HERE](#)

HSBC 'must be sorely tempted' to make Hong Kong its HQ
Richard Wachman Tuesday 13 September 2011

HSBC 'must be sorely tempted' to make Hong Kong its HQ

HSBC's next review on its domicile will be the most important in a generation



HSBC's Hong Kong headquarters. Its next review on its domicile will be the most important in a generation. Photograph: Yin Yik/EPA

[TO VIEW FULL ARTICLE CLICK HERE](#)

The head of UK fund management group Schroders has stoked fears HSBC could shift its headquarters from London to Hong Kong to escape wide-ranging banking reforms unveiled on Monday.

EXHIBIT B – 35 cont'd.
HSBC MOVES HEADQUARTERS TO EVADE FINES FOR THEIR ACTIONS

FROM UK TO HONG KONG

HSBC delays decision on moving HQ until 2015 due to Vickers uncertainty
Jill Treanor Monday 5 November 2012



**HSBC delays decision on moving HQ until
2015 due to Vickers uncertainty**

Chairman Douglas Flint tells MPs banks have lost their 'right to self-determination' because of errors made in the past



[TO VIEW FULL ARTICLE CLICK HERE](#)

Douglas Flint said uncertainties caused by the Independent Commission on Banking and new European rules were affecting business decisions. Photograph: Bobby Yip/Reuters

Jill Treanor

Monday 5 November 2012 16.43 EST

HSBC delays decision on HQ relocation until UK banking rules are published
By Josephine Moulds 6:00AM BST 09 May 2011

The Telegraph

Home Video News World Sport **Finance** Comment Culture Travel Life Women F
Companies Comment Personal Finance ISAs Economy Markets Property Festival of Busi

HOME » FINANCE » NEWS BY SECTOR » **BANKS AND FINANCE**

[TO VIEW FULL ARTICLE CLICK
HERE](#)

**HSBC delays decision on HQ relocation until UK banking
rules are published**

HSBC has delayed a decision on moving its headquarters out of London until next year, in order to digest the final recommendations from the Independent Commission on Banking (ICB).

EXHIBIT B – 35 cont'd.
HSBC MOVES HEADQUARTERS TO EVADE FINES FOR THEIR ACTIONS

WILL HONG KONG TAKE THEM BACK?

Hong Kong Protests Put HSBC in Tough Position Oct 22, 2014

THE WALL STREET JOURNAL.
WSJ.com

October 22, 2014, 8:18 PM HKT

Hong Kong Protests Put HSBC in Tough Position



Demonstrators sit near a HSBC Holdings branch on Nathan Road in the Mong Kok area of Hong Kong Wednesday.
Bloomberg News

For HSBC Holdings PLC, Hong Kong's pro-democracy protests can't end soon enough.

At various stages the U.K lender has been embroiled in the universal suffrage campaign in the former British Colony.

[TO VIEW FULL ARTICLE CLICK HERE](#)

THESE ARTICLES BRING TO MIND:

A man always has two reasons for doing anything:
a good reason and the real reason.

[J. P. Morgan](#)

Read more at <http://www.brainyquote.com/quotes/quotes/j/jpmorgan156089.html#jllmGYgkeLcxf6MG.99>

LITTON LOAN AS VIEWED BY INDUSTRY

Profile by Standard & Poors

Founded in 1988 by its current director, Larry Litton Sr., the company initially serviced prime mortgage loans and eventually migrated to distressed assets for the Resolution Trust Corp. (RTC). Applying the significant amount of expertise gained through these RTC contracts, management decided to focus its future business efforts on resolving seriously delinquent mortgages. In 1996, Litton was added to a newly formed investment company, C-BASS, as part of an initial investment made by Enhance Financial Services, its owner at the time. Enhance, which later was purchased by Radian Group Inc. (Radian), co-invested in C-BASS with MGIC Investment Corp. (MGIC) in July 1996 to form C-BASS LLC. MGIC and Radian each owned a 42% interest in C-BASS LLC, with the remainder owned by C-BASS senior management. C-BASS was a large purchaser of credit-sensitive assets, which consisted primarily of subprime mortgages. As an outgrowth of this strategy, Litton began servicing subprime accounts in 1998. Due to liquidity pressures, C-BASS LLC sold Litton to Goldman Sachs Group Inc. in December 2007. Previously, Litton was a division of the parent's industrial bank chartered in Utah, but it was realigned to become a division of Goldman Sachs Bank USA (GS Bank), which is state-chartered in New York. Management reports to an operational reporting committee of the bank. <http://www.standardandpoors.com/ratings/articles/en/us/%3FassetID%3D1245205476943> Publication date: 27-Jan-2010 11:00:04 EST

ONE OF OUR WITNESSES WILL LIKELY USE ONE OF THE DEFENDANTS' DOCUMENTS TO PROVE ROBO-SIGNING BY DEFENDANT(S)

Litton Loan Problems Before 2009

Robo-signed mortgage docs date back to late 1990s

The Associated Press By The Associated Press

on September 01, 2011 at 9:28 PM, updated September 01, 2011 at 9:41 PM

Arthur v. Litton Loan Servicing LP, 249 F. Supp. 2d 924 (E.D. Tenn. 2002)

The defendants' alternative motion to quash service and set a deadline for the plaintiffs to effect service of process is GRANTED

A Case Against Litton Loans Servicing LP By Andy Williams Jr

The information in this book is written from the perspective of Andy Williams Jr. and his five years of research concerning industry mortgage servicing fraud and Litton Loans.

The purpose of this book is to expose the criminal enterprise and income derived from mortgage servicing fraud.

Robo-Signing's Rich History: Dates Back to the Late 1990s

By: [David Dayen](#) Friday September 2, 2011 7:30 am

EXHIBIT B – 37
GOLDMAN SACHS FRAUD CHARGES

[TO VIEW ARTICLE CLICK HERE](#)

COLUMBIA JOURNALISM REVIEW

12:13 PM - April 18, 2010

Goldman Sachs Fraud Charges Are a Business-Press Win

By Ryan Chittum

The *New York Times*'s Louise Story and Gretchen Morgenson score a major scoop this morning with news that the SEC is charging Goldman Sachs with fraud over its structuring of CDOs, saying "the bank created and sold a mortgage investment that was secretly devised to fail."

This is a huge story. The SEC has found that its jaws still snap; Goldman, which has heretofore seemed virtually untouchable, is in the dock; it illustrates short-sellers'—John Paulson specifically here—role in creating the crisis and making billions off it; and the press and bloggers can claim a big victory, regardless of the ultimate outcome of the case. It also points the way to possible further SEC actions over the bank's similar dealings with Magnetar, which *ProPublica* detailed so impressively last week.

There's no doubt that press coverage was instrumental in this turn of events. On Christmas Eve, Morgenson and Story unleashed a terrific story zeroing in on how Goldman Sachs structured its Abacus deals so they would fail, all while betting against them.

As the Abacus deals plunged in value, Goldman and certain hedge funds made money on their negative bets, while the Goldman clients who bought the \$10.9 billion in investments lost billions of dollars.

The SEC is charging is that Goldman misled investors by telling them one company, called ACA, was managing the CDOs, when it was actually letting hedge-fund king Paulson pick bonds for it. Here's the SEC, from its [press release](#):

"The product was new and complex but the deception and conflicts are old and simple," said Robert Khuzami, Director of the Division of Enforcement. "Goldman wrongly permitted a client that was betting against the mortgage market to heavily influence which mortgage securities to include in an investment portfolio, while telling other investors that the securities were selected by an independent, objective third party."

And boy did Paulson know how to pick 'em:

According to the SEC's complaint, the deal closed on April 26, 2007, and Paulson & Co. paid Goldman Sachs approximately \$15 million for structuring and marketing ABACUS. By Oct. 24, 2007, 83 percent of the RMBS in the ABACUS portfolio had been downgraded and 17 percent were on negative watch. By Jan. 29, 2008, 99 percent of the portfolio had been downgraded.

There's plenty of other thread to pull on in the *Times*'s Christmas Eve piece, including a little-known company called Tricadia that created particularly toxic CDO's to allow clients to bet against them, and whose vice chairman up until a month ago was a senior adviser to Treasury Secretary Tim Geithner. ABC News from them:

White House visitor logs show Sachs was a regular in the West Wing, holding dozens of meetings with White House economic adviser Lawrence Summers, Chief of Staff Rahm Emanuel, and with staff for the National Economic Council. The logs show he had at least five meetings with President Obama in the Oval Office last year, and had participated in the president's daily economic briefing.

And this is hardly the only chicanery surrounding Abacus. Bloomberg's Jody Shenn wrote an important story on Abacus in November that reported Goldman was using its "sole discretion" to pay junior tranches of the CDOs before senior ones—the opposite of what's supposed to happen.

Goes to show you what good, tough journalism can do. Fraud charges have finally hit Wall Street, and *The New York Times* was instrumental in digging it out.

EXHIBIT B – 38
LARRY LITTON JR. LETTER TO THE EDITOR, FINANCIAL TIMES

Put your Readers Straight about Litton

Letter to the Editor, Financial Times by Larry B. Litton, Jr. , June 22, 2010

Financial Times - June 22, 2010 - By Larry B. Litton, Jr.
© 2010 The Financial Times Limited. All rights reserved

Sir, Your articles about Litton Loan Servicing ("Subprime consumers hit at Goldman" and "US consumers rage against Goldman unit", June 16) distort the truth, omit key facts and create a misleading impression of the company.

Importantly, neither mentioned that Litton has modified or granted trial modifications for more than 100,000 loans in the past two years. That is almost one-third of our total mortgage portfolio.

Litton strives to ensure that our customers are treated with respect and receive a fair opportunity to restructure their payments to levels they can afford. Unfortunately, there are cases where we cannot help customers who do not have the financial capacity to maintain a mortgage, even with a modification. There are also occasions when customers request a loan modification even if they have the financial resources to be able to service their existing loan.

The stories mischaracterise Litton's modification performance. In an interview with the reporter, I explained that Litton is among a group of servicers that grant trial modifications relying on verbal income information from the customer, until recently a standard practice under the Home Affordable Modification Program. A second group of servicers grant modifications only after receiving customers' written income verification. Servicers in the first category, like Litton, have lower conversion rates to permanent modifications because of the frequency of inconsistencies between customers' verbal and written income representations. The articles failed to mention that Litton is among the top-performing servicers, in its group, in converting homeowners from trial modifications to permanent modifications.

The stories make no attempt to put Litton's activities in the context of the broader mortgage servicing industry. Your readers have been given a misleading and incomplete picture and, in the process, have been poorly served.

Larry B. Litton, Jr,
President and Chief Executive,
Litton Loan Servicing,
Houston, TX, US

<http://www2.goldmansachs.com/our-firm/on-the-issues/viewpoint/viewpoint-articles/letter-litton.html>

EXHIBIT B – 39
COMPLAINT AGAINST GOLDMAN SACHS & CO, HSBC SECURITIES (USA), ET AL
ALSO MENTIONS FREMONT INVESTMENT AND LOAN

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS

SUPERIOR COURT
CIVIL ACTION NO.

CAMBRIDGE PLACE INVESTMENT
MANAGEMENT INC.,

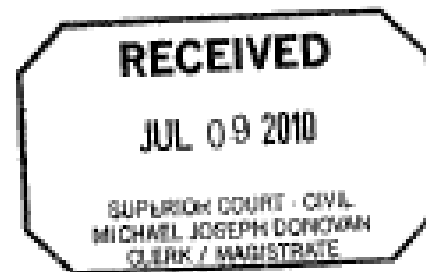
Plaintiff,

v.

MORGAN STANLEY & CO., INC.;
CITIGROUP GLOBAL MARKETS INC.;
CREDIT SUISSE SECURITIES (USA) LLC;
RBS SECURITIES, INC.; DEUTSCHE
BANK SECURITIES, INC.; MERRILL
LYNCH, PIERCE, FENNER & SMITH,
INC.; UBS SECURITIES LLC; GOLDMAN,
SACHS & CO.; J.P. MORGAN SECURITIES
INC.; COUNTRYWIDE SECURITIES
CORPORATION; FBR CAPITAL
MARKETS & CO.; HSBC SECURITIES
(USA), INC.; BANC OF AMERICA
SECURITIES LLC; RESIDENTIAL
FUNDING SECURITIES, LLC; BARCLAYS
CAPITAL INC.; ACCREDITED
MORTGAGE LOAN REIT TRUST; ACE
SECURITIES CORPORATION; AEGIS
ASSET BACKED SECURITIES
CORPORATION; ALLIANCE SECURITIES
CORPORATION; AMERICAN HOME
MORTGAGE ASSETS LLC; AMERIQUEST
MORTGAGE SECURITIES INC.; ARGENT
SECURITIES INC.; ASSET BACKED
FUNDING CORPORATION; ASSET
BACKED SECURITIES CORPORATION;
BANC OF AMERICA MORTGAGE
SECURITIES, INC.; BCAP LLC; BEAR
STEARNS ASSET BACKED SECURITIES I
LLC; CITIGROUP MORTGAGE LOAN
TRUST INC.; CREDIT SUISSE FIRST

COMPLAINT and
JURY DEMAND

10 2741



[CAPTION CONTINUED
ON NEXT PAGE]

EXHIBIT B – 39 cont’d.
COMPLAINT AGAINST GOLDMAN SACHS & CO, HSBC SECURITIES (USA), ET AL

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COMPLAINT AGAINST GOLDMAN SACHS & CO, HSBC SECURITIES (USA), ET AL

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EXHIBIT B – 40

GOLDMAN SACHS' LITTON LOAN SERVICING SUSPENDS FORECLOSURES



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Goldman Sachs' Litton Loan Servicing Suspends Foreclosures In Some States

By [Steve Olsert](#)

November 9, 2010

Maria Aspan and Maureen Bavdek, Reuters

Goldman Sachs Group Inc's mortgage servicing unit has suspended evictions and foreclosures in some states, according to a regulatory filing on Tuesday.

Goldman has been reviewing the practices of its Litton Loan Servicing unit after regulators and states attorneys general asked for information about its practices, as part of an industry-wide probe into banks' foreclosure practices, the firm said.

"Litton has temporarily suspended evictions and foreclosure and real estate owned sales in a number of states, including those with judicial foreclosure procedures," Goldman said in a filing with the U.S. Securities and Exchange Commission on Tuesday.

Goldman said it has not found evidence of any foreclosures that were unwarranted, and that it does not expect its foreclosure suspension "to lead to a material increase in its mortgage servicing-related advances."

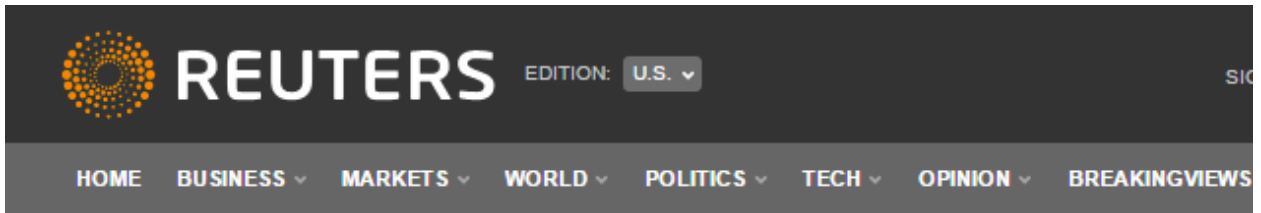
Goldman's shares were up less than 1 percent at \$170.44 in mid-morning trading on the New York Stock Exchange.

Filed Under: [Mortgage News](#)

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EXHIBIT B – 41

C-Bass (Credit-Based Asset Servicing and Securitization LLC) files bankruptcy



GUARANTEED SBA LOANS
\$5K-\$1 Million SBA Business Loans. No Annual Fee. Get Approve

Subprime mortgage pioneer C-Bass files bankruptcy

BY JONATHAN STEMPEL
NEW YORK | Fri Nov 12, 2010 6:53pm EST

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Mall operator General Growth exits bankruptcy

UPDATE 2-U.S. mall operator General Growth exits bankruptcy

(Reuters) - C-Bass, a pioneer in the packaging of subprime mortgages into securities that investors could buy, filed for Chapter 11 protection, three years after a restructuring was designed to keep it out of bankruptcy.

[TO VIEW FULL ARTICLE CLICK HERE](#)

EXHIBIT B – 42 FINANCIAL FIRMS' ERRORS RECOGNIZED BY MANY

Dana Milbank, the Washington Post columnist, wrote about his own experience: a routine mortgage refinance with Citibank somehow turned into a nightmare of misquoted rates, improper interest charges, and frozen bank accounts.

washingtonpost.com > Opinions



Dana Milbank
Op-Ed Columnist

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Behind the foreclosure crisis, big banks' reign of error

By [Dana Milbank](#)
Sunday, March 6, 2011

The problem in the nation's housing market now isn't subprime lending. It's subpar lenders.

Last fall, my wife and I refinanced our mortgage with Citibank. Sixty days later, we received a "cancellation notice" from our homeowners insurance company "for non-payment of premium."

Turns out Citibank, which had been collecting hundreds of dollars a month from us to pay the insurer, hadn't made the payments. It was, I later learned, one of the usual tricks mortgage servicers use to squeeze more cash out of their customers. About a month later, I learned of another trick: Citibank informed us that it was increasing our monthly payment by nearly \$300.

Along the way, a simple refi became a months-long odyssey: rates misquoted, interest charged on a phantom account, legal documents issued in wrong names, a mortgage officer who disappeared for days at a time (first it was his birthday, then his laptop was in the shop), a bounced check from Citibank's own title company, and the freezing of our bank accounts.

[TO VIEW FULL ARTICLE CLICK HERE](#)

The New York Times

Another Inside Job By [PAUL KRUGMAN](#) Published: March 13, 2011

The New York Times

The Opinion Pages

OP-ED COLUMNIST

Another Inside Job

By [PAUL KRUGMAN](#)
Published March 13, 2011

Count me among those who were glad to see the documentary "Inside Job" win an Oscar. The film reminded us that the financial crisis of 2008, whose aftereffects are still blighting the lives of millions of Americans, didn't just happen — it was made possible by bad behavior on the part of bankers, regulators and, yes, economists.



What the film didn't point out, however, is that the crisis has spawned a whole new set of abuses, many of them illegal as well as immoral. And leading political figures are, at long last, showing some outrage. Unfortunately, this outrage is directed, not at banking abuses, but at those trying to hold banks accountable for these abuses.

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EXHIBIT B – 43
GOLDMAN SACHS SELLS LITTON LOAN SERVICING TO OCWEN

BloombergBusinessweek
Magazine



Global Economics Companies & Industries Politics & Policy Technology Markets & Finance Innovation & Design Lifestyle

CHOOSING EGYPT IS SMART,
CHOOSING CIB IS GENIUS

Mortgages

Goldman Closes the Door on Subprime

By Christine Harper and Karen Weise | June 09, 2011



When Goldman Sachs ([GS](#)) bought Litton Loan Servicing, a firm that collects mortgage payments from homeowners, in 2007 for an unannounced price, it seemed like a simple way to get an on-the-ground view of the subprime market. The insight would help Goldman Sachs figure out how much to pay for loans, and Litton would work with borrowers to get them back on track. Other sophisticated investors, including billionaire Wilbur L. Ross and private equity firm Centerbridge Capital Partners, bought mortgage servicers with a similar strategy in mind.

It didn't work out as planned. While there were plenty of distressed mortgages and lots of eager buyers, the loan holders had little incentive to mark down prices because that would mean taking a big loss on their books. "The distressed-asset market never got as hot as people were hoping it would," says Dean H. DeMeritte, an executive vice-president at Phoenix Capital, a Denver brokerage for mortgage servicing contracts.

On June 6, Goldman Sachs agreed to sell Litton to another mortgage servicer, Ocwen Financial ([OCN](#)), for \$263.7 million. The sale comes two months after Goldman Sachs wrote down the value of the business by about \$200 million. "It

EXHIBIT B – 43 cont'd.

GOLDMAN SACHS SELLS LITTON LOAN SERVICING TO OCWEN

On June 6, Goldman Sachs agreed to sell Litton to another mortgage servicer, Ocwen Financial (OCN), for \$263.7 million. The sale comes two months after Goldman Sachs wrote down the value of the business by about \$200 million. "It really makes sense for them to sell it," says David B. Hilder, an analyst at Susquehanna Financial Group. "They bought it at a time when the business was easier, and it looked like there might be some insights to be gained in the mortgage market from having a servicer." Neither Goldman Sachs nor Litton would comment.

STORY: S&P's Settlement With the SEC Isn't the End of Its Problems

Founded in 1988 by Larry B. Litton Sr. in Houston, Litton was one of the first mortgage servicers to specialize in working with troubled loans, sometimes called "scratch and dent" servicing. It developed that skill during the savings and loan crisis, when it was hired by Resolution Trust Corp. to handle mortgages that were orphaned by failed banks.

Larry Litton Jr., who now runs the company, is known in the industry for his Texas drawl, straight talk, and vocal support for working with struggling borrowers before they get too far behind. Bruce A. Gottschall, the founder of Neighborhood Housing Services of Chicago, a nonprofit that worked with Litton a decade ago, says the company "seemed to me a little bit more flexible in terms of modifications early on." Litton Jr. currently is a member of the Federal Reserve's Consumer Advisory Council, where he has been vocal about foreclosure prevention. Ocwen would not comment on whether he will stay with the company after the sale.

Litton's business grew with the subprime market. In 1995 it serviced \$1.2 billion in loans, according to Fitch Ratings. By 2007 its portfolio had ballooned to almost \$54 billion; it's about \$41.2 billion today. As the boom gave way to the bust, Litton was forced to hire more staff to deal with rising defaults. The company became the target of class actions alleging excessive fees and violations of consumer-protection laws as well as investigations by state and federal regulators. It has agreed to settle at least one of the lawsuits while denying liability; others are pending. It says it is cooperating with government investigations. Goldman Sachs will remain liable for

EXHIBIT B – 43 cont'd.
GOLDMAN SACHS SELLS LITTON LOAN SERVICING TO OCWEN

Litton's business grew with the subprime market. In 1995 it serviced \$1.2 billion in loans, according to Fitch Ratings. By 2007 its portfolio had ballooned to almost \$54 billion; it's about \$41.2 billion today. As the boom gave way to the bust, Litton was forced to hire more staff to deal with rising defaults. The company became the target of class actions alleging excessive fees and violations of consumer-protection laws as well as investigations by state and federal regulators. It has agreed to settle at least one of the lawsuits while denying liability; others are pending. It says it is cooperating with government investigations. Goldman Sachs will remain liable for fines and penalties that could be imposed by government authorities relating to Litton's foreclosure and servicing practices before the deal closes.

STORY: The Supreme Court Seems Poised to Curb Bias Lawsuits—Again

With the Litton sale, Goldman Sachs will no longer deal directly with homeowners. Gottschall says Goldman's unloading the mortgage servicer is part of a bigger trend: "Wall Street is probably trying to distance themselves from the problems they caused."

The bottom line: By selling Litton Loan Servicing, Goldman Sachs is out of the messy business of working with distressed homeowners.

EXHIBIT B – 44
FEDERAL RESERVE TAKES ACTION AGAINST GOLDMAN SACHS

Press Release

FEDERAL RESERVE press release



Release Date: September 1, 2011

For immediate release

The Federal Reserve Board on Thursday announced a formal enforcement action against the Goldman Sachs Group, Inc. and Goldman Sachs Bank USA to address a pattern of misconduct and negligence relating to deficient practices in residential mortgage loan servicing and foreclosure processing involving its former subsidiary, Litton Loan Servicing LP.

Goldman Sachs sold Litton to Ocwen Financial Corporation on September 1, 2011 and has ceased to conduct residential mortgage servicing. Litton is the 23rd largest mortgage servicer in the United States.

The action orders Goldman Sachs to retain an independent consultant to review foreclosure proceedings initiated by Litton that were pending at any time in 2009 or 2010. The review is intended to provide remediation to borrowers who suffered financial injury as a result of wrongful foreclosures or other deficiencies identified in a review of the foreclosure process. The foreclosure review will be conducted consistent with the reviews currently underway at the 14 large mortgage servicers that consented to enforcement actions brought by the banking agencies on April 13, 2011.

If Goldman Sachs re-enters the mortgage servicing business while the action is in effect, it will be required to implement enhanced corporate governance, risk-management, compliance, borrower communication, servicing and foreclosure practices comparable to what the 14 mortgage servicers are implementing.

As noted in the April press release, the Federal Reserve believes monetary sanctions are appropriate and plans to announce monetary penalties. These monetary penalties against Goldman Sachs will be in addition to the corrective actions that Goldman Sachs will be taking pursuant to today's action. Goldman Sachs has acknowledged in today's action that it will be responsible for satisfying any civil money penalty that the Board of Governors could have assessed against Litton for its conduct.

For media inquiries, call 202-452-2955.

EXHIBIT B – 45

GOLDMAN SACHS PLAYING BOTH SIDES OF BANK OF AMERICA SETTLEMENT

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Nathan Vardi
Forbes Staff

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Goldman Sachs Is Playing Both Sides Of The \$8.5 Billion Bank Of America Settlement

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When Bank of America CEO Brian Moynihan announced in late June that he had reached an \$8.5 billion settlement over representation and warranty claims on mortgage securities issued by Countrywide



Goldman Sachs CEO Lloyd Blankfein

EXHIBIT B – 46
HSBC LAYS OFF TENS OF THOUSANDS
AFTER BEEFING UP BALANCE SHEET WITH US MORTGAGES

Since I contacted the NJ Attorney General's office, I have learned that HSBC "acts as a trustee for certain loan securitization trusts in connection with the issuance of mortgage backed securities" (see Discovery Ex29: [PROOF](#)). I cannot confirm how HSBC's actions contributed to Litton's deception, however, trustees have been considered culpable in the mortgage crisis (see [Caught in the Cross-fire: Securitization Trustees and Litigation During the Subprime Crisis](#) or [download](#)). It has been [determined that trusts are not exempt from state laws](#). It's interesting that HSBC is forging onward with [reducing its presence in the US and UK and moving its headquarters to Hong Kong](#) (see article below: HSBC to Trim 30,000 jobs).

Goldman Sachs is the parent company of Litton Loan, reported by many as having purchased it to realize substantial financial gains from foreclosing on properties of mortgage holders (see [Goldman Sachs to Cash in Big Time With the Litton Loan Servicing Purchase](#)). You may have noticed that Goldman is dumping Litton Loan (see [Bloomberg article: Goldman Sachs Will Sell Litton Loan](#)). I have amended my complaint to include Goldman Sachs as a defendant along with Litton Loan Servicing ([download](#)).

HSBC to Trim 30,000 Jobs in Cost-Cutting Move By [JULIA WERDIGIER](#) AUGUST 1, 2011 5:21 AM

The New York Times

HSBC to Trim 30,000 Jobs in Cost-Cutting Move

By Julia Werdigier

August 1, 2011 5:21 am

3:55 p.m. | Updated

LONDON — HSBC, the big European bank, said Monday that it was cutting 30,000 jobs, as part of a wide-ranging cost-cutting program to improve profitability.

The large-scale cuts, which would represent about 10 percent of HSBC's work force, are part of the company's strategy to reduce expenses by \$2.5 billion to \$3.5 billion over the next two years. The layoffs include 5,000 positions the bank has already started to eliminate this year by closing some businesses.

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EXHIBIT B – 46 cont'd.
HSBC LAYS OFF TENS OF THOUSANDS
AFTER BEEFING UP BALANCE SHEET WITH US MORTGAGES

Survivor's guilt: Managing 30,000 layoffs at HSBC by Shelley DuBois AUGUST 2, 2011, 6:26 PM EST

Survivor's guilt: Managing 30,000 layoffs at HSBC

by Shelley DuBois AUGUST 2, 2011, 6:26 PM EST



Europe's biggest bank will lay off 10% of its workforce over the next 10 years. While that certainly cuts costs, how do you keep the remaining employees productive?

By Shelley DuBois, writer-reporter

FORTUNE — If you're one of HSBC's shareholders, you're probably stoked. For the first time in a couple of

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RECOMME



HSBC Layoff & Severance Agreement Attorney - 14,000 employees to be laid off By Villanueva & Sanchala on May 17, 2013 1:02 PM

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By [Villanueva & Sanchala](#) on May 17, 2013 1:02 PM | [Permalink](#)



Our New York Severance Pay Lawyers have counseled many employees of HSBC, who were laid off, had their positions eliminated or were otherwise disciplined. Recently, HSBC announced that it intends to eliminate 14,000 positions, which is equivalent to 5% of its worldwide workforce, within the next 3 years. HSBC has offices throughout NY State including corporate offices in Buffalo and at 452 Fifth Avenue, New York City. It is important for employees to understand their rights and options if their jobs are at risk.

[TO VIEW FULL ARTICLE CLICK HERE](#)

If you were selected for a reduction in force or otherwise terminated and offered a severance agreement, contact our HSBC employment lawyers to confidentially learn your rights and see if and how we can maximize the terms of your severance package. During these sluggish economic times where gaps of unemployment are common and it is often difficult to find new employment quickly, it is imperative that you maximize your severance package. We can help you during the difficult process of losing your job. We have counseled hundreds of employees who have been presented with a severance agreement. You should not sign the agreement without speaking with an experienced employment lawyer first - the agreement is written for your former employer's benefit, not necessarily yours.

EXHIBIT B – 47
HSBC CULPABILITY RECOGNIZED BY FINANCIERS WORLDWIDE

UPDATE 2-UK fund star Woodford dumps HSBC on banking fine inflation fears

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Mon Sep 1, 2014 4:21pm BST

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* Says Libor, FX probes could expose HSBC

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BAE Systems PLC
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▼-8.50 ▼-1.65%
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* Fears a substantial fine could hamper dividend growth

* Sells his fund's entire stake in HSBC (Adds detail on other sellers of HSBC, context)

By [Sudip Kar-Gupta](#), [Nishant Kumar](#) and [Simon Jessop](#)

LONDON, Sept 1 (Reuters) - Star British fund manager Neil Woodford sold his fund's stake in HSBC last month, citing concerns about the impact of potential fines from several industry-wide investigations on the banking group.

Banks in Europe and the United States have been fined for a variety of transgressions as regulators increase their scrutiny of

financial institutions.

Financial Biz Review: Mortgage Lender SUBPOENAS, HSBC DUMPS Greek Stock Market

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Reactions

U.S. Bancorp ([NYSE:USB](#)), MetLife ([NYSE:MET](#)) and SunTrust ([NYSE:STI](#)) are among the mortgage lenders who have recently received subpoenas from Federal regulators, involving the now expanded inquiry into potential violations of [FHA](#) program rules. Banks found in violation could be penalized, with the proceeds going to help pay back FHA losses.

Don't Miss: [JPMorgan Takes an AXE to These Major Tech Players](#)

[HSBC Holdings](#) ([NYSE:HBC](#)) gets out of the Greek stock market, divesting its brokerage unit there, which holds \$44.7 million in assets, to a group of investors which is led by HBC's current managing director, Nikos Pantelakis.

EXHIBIT B – 48
 HSBC BANK USA, N.A. SEC FILINGS



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U.S. Securities and Exchange Commission

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EDGAR Search Results
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HSBC Bank USA, N.A. CIK#: 0001582152 (see all company filings)

State location: VA | State of Inc.: VA | Fiscal Year End: 1231

Business Address
 1800 TYSONS BLVD.
 SUITE 90
 MCLEAN VA 22102
 716 841-7497

Mailing Address
 ATRIUM BUILDING
 95 WASHINGTON STREET, SIXTH FLOOR
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Filings	Format	Description	Filing Date	File/Film Number
13F-NT	Documents	Quarterly report filed by institutional managers, Notice Acc-no: 0001582152-14-000004 (34 Act) Size: 2 KB	2014-10-08	028-15552 141147498
13F-NT	Documents	Quarterly report filed by institutional managers, Notice Acc-no: 0001582152-14-000003 (34 Act) Size: 2 KB	2014-07-28	028-15552 14895190
13F-NT	Documents	Quarterly report filed by institutional managers, Notice Acc-no: 0001582152-14-000002 (34 Act) Size: 2 KB	2014-04-08	028-15552 14750346
13F-NT	Documents	Quarterly report filed by institutional managers, Notice Acc-no: 0001582152-14-000001 (34 Act) Size: 2 KB	2014-01-08	028-15552 14515080
13F-NT	Documents	Quarterly report filed by institutional managers, Notice Acc-no: 0001582152-13-000004 (34 Act) Size: 2 KB	2013-10-08	028-15552 131136992
13F-NT	Documents	Quarterly report filed by institutional managers, Notice Acc-no: 0001582152-13-000003 (34 Act) Size: 2 KB	2013-07-23	028-15552 13980773
13F-NT	Documents	Quarterly report filed by institutional managers, Notice Acc-no: 0001582152-13-000002 (34 Act) Size: 2 KB	2013-07-23	028-15552 13980762



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U.S. Securities and Exchange Commission

Filing Detail

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Form 13F-NT - Quarterly report filed by institutional managers, Notice

SEC Accession No. 0001582152-13-000002

Filing Date 2013-07-23	Period of Report 2013-09-30
Accepted 2013-07-23 11:59:25	Filing Date Changed 2013-07-23
Documents 1	Effectiveness Date 2013-07-23

Document Format Files

Seq	Description	Document	Type	Size
1		primary_doc.html	13F-NT	
		primary_doc.xml	13F-NT	1873
	Complete submission text file	0001582152-13-000002.txt		2964

HSBC Bank USA, N.A. (Filer) CIK: 0001582152 (see all company filings)

IRS No.: 201177241 | State of Incorp.: VA | Fiscal Year End: 1231
 Type: 13F-NT | Act: 34 | File No.: 028-15552 | Film No.: 13980762

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PLAINTIFF'S RESPONSE TO CHARACTER ASSASSINATION BY DEFENDANT'S ATTORNEY

February 1, 2014

TO: Denbeaux & Denbeaux Team
 FROM: Veronica Williams
 RE: Stern & Eisenberg's Effort to Destroy My Reputation

I was so angry and insulted after reading the first 2 paragraphs of the correspondence from David Lambropoulus to Judge Harriet Klein dated January 29, 2014 (attached), that I prepared this information as soon as I calmed down (a few days later). Yes, I know this is the *dance* and a common, underhanded legal strategy to undermine me. Let's turn it back on them. Of course, you should decide if and when to use this information.

I have always carried myself and taken great pride in having the upmost integrity. While I can cite numerous examples of being vetted and recognized for my character and integrity, let me highlight just a few:

ORGANIZATION & POSITION	DESCRIPTION	DATE
FINRA Arbitrator	Successfully underwent extensive review, evaluation and investigation to become an arbitrator for the Financial Industry Regulatory Authority.	Since 2009
Women Who Mean Business	Acclaimed panel and their supporting team scrutinized leading business women in the US and Canada. I was one of the 75 selected featured in this book.	1999
Member of Microslate Board of Directors	I was the focus of an extensive and thorough investigation by this renown international manufacturing firm. I was the only foreigner, woman and minority voted in as a member of their Board of Directors. Our Board oversaw a major acquisition and also chaired the compensation committee.	1998 – 2003 est.
COMDEX Board of Advisors COMDEX Media Board	I was selected and provided advisory services to the largest commercial IT event company for more than 5 years. A sitting US President attended the pavilion I created, orchestrated and led. This meant passing a Secret Service review. I also made several media appearances on their behalf.	1994-2002
US Public Trust	I held a US Public Trust (consulted to the National Archives) and passed two investigations by the US Dept. Homeland Security to attend confidential, private briefings. I also was cleared to review strategic information and deliver strategic and custom designed solutions for the US Army with admittance to multiple military bases. <i>I was in the final stage to receive a US Security Clearance until Goldman Sachs and Litton Loan defrauded me, an action condoned by HSBC in writing.</i>	2008
US Department of Defense (DoD)	Recommended by the DoD – OSD – I served as an early contributor to GIG development process as member of DoD Industry Council supported by NDIA/AFEI, DISA and major Federal contractors. With a reputation of high integrity, my company was the only small firm without a DoD task Order invited to attend.	2003 – 2008 est.

ORGANIZATION & POSITION	DESCRIPTION	DATE
Marquis Who's Who	Recognized since 1988 in over 38 publications . Since Marquis Who's Who® is the premier publisher of biographical information used by thousands of public, academic and corporate libraries around the world. Marquis' Who's Who in America® has remained the definitive biographical reference work since 1899, chronicling the lives and accomplishments of men and women in every field of endeavor. Marquis Who's Who LLC is a wholly owned subsidiary of News Communications, Inc, which also owns The Hill and National Register Publishing. For more information, please visit www.marquiswhoswho.com	1994 to current
PMI PgMP credential holder	Successfully completed extensive and thorough evaluation and review to earn the PgMP credential , held by less than 1,000 worldwide. Continues to comply with expertise and ethics standards to maintain credential .	2009
Rotary International	I served as a two-term President of the Orange Rotary. Rotary International brings together a global network of volunteer leaders dedicated to tackling the world's most pressing humanitarian challenges. Rotary connects 1.2 million members of more than 34,000 Rotary clubs in over 200 countries and geographical areas. Their work improves lives at both the local and international levels, from helping families in need in their own communities to working toward a polio-free world. For more information, visit Rotary.org .	2004-06
Recommendations and Commendations	I have received countless recommendations over the years for my contributions and accomplishments. Many can be found online at www.VeronicaWilliams.com , LinkedIn and http://www.the5ps.com/Brand . Many written letters are available and two recent letters from fellow arbitrators are attached.	Lifetime

Additional validation available from extended resume (attached) and at www.VeronicaWilliams.com.

EXHIBIT B – 49 cont'd.

Page 1 of 28 Total Pages

Rec'd 1/30/14



Stern & Eisenberg PC

Stern & Eisenberg, PC
www.sterneisenberg.com

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Michael I. Gouda^{*}
Alexandra Saites^{*}
Lucas M. Anderson^{*}

Richard F. Stern^{††}

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Our file #117.7900

January 29, 2014

Via Lawyers Service

Hon. Harriet F. Klein, J.S.C.
Essex County Superior Court
Wilentz Justice Complex, 13th Floor
212 Washington Street
Newark, NJ 07102

RE: HSBC Bank USA, National Association, as Trustee vs. Veronica Williams, et. al.
Docket F-839-13

Dear Judge Klein:

As the Court is aware, this firm serves as legal counsel to Plaintiff in the above captioned matter. Please accept this letter brief in lieu of a more formal memorandum of law in response to Defendant's opposition to Plaintiff's motion for Summary Judgment.

EXHIBIT B – 49 cont'd.

Page 2 of 28 Total Pages

Evidently Defendant believes that she can conjure a legitimate defense to this foreclosure action by burdening both the Court and opposing counsel with an endless legal brief.

Defendant's opposition is a transparent attempt to raise arguments which have now become convenient predicated on her inability to honor her loan obligations. It bears noting that Defendant has admitted *all* elements of Plaintiff's *prima facie* case in mortgage foreclosure. (See Defendant's Legal Brief in Support of Opposition, page 2). Despite the voluminous nature of her opposition, Defendant falls well short in converting her strained arguments into genuine issues of material fact which would warrant the denial of Plaintiff's application for Summary Judgment. As will be discussed in detail below, Plaintiff is a holder in due course with actual possession of the original "wet ink" note.

**Defendants' Suggestion that Plaintiff Lacks
Standing Is Unsupported By the Competent Evidence Provided**

Plaintiff and Defendant agree that, in a foreclosure action, standing is established via possession of the original note *or* an assignment of mortgage which pre-dates the filing of the complaint. Deutsche Bank Trust Co. v. Angeles, 428 N.J. Super. 315 (App. Div. 2012). (See Defendants Legal Brief in Support of Opposition, page 4). In the matter *sub judice*, Plaintiff has both possession of the original note in addition to an assignment of mortgage which predates the complaint.

Plaintiff takes issue with Defendant's representation to the Court that "Plaintiff did not plead possession in their complaint, nor have they produced anything to date that is evidence of their physical possession of the original promissory note." Clearly, paragraph 16 of Plaintiff's complaint avers that Plaintiff is the holder of the note and entitled to commence foreclosure. Further, Plaintiff's interrogatory response # 28 (attached to Defendants opposition as Exhibit

EXHIBIT B – 50
 HSBC ADDS INSULT TO INJURY

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Indices

Data delayed at least 15 min

S&P/TSX
 14,873.48 36.20 (0.25%)

Dow Jones
 17,164.95 -251.90 (-1.45%)

NASDAQ
 4,635.24 -48.17 (-1.03%)

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HSBC HOLDINGS PLC

Outrage after HSBC board member likens Hong Kong protesters to freed U.S. slaves: Why can't they 'wait for a while?'



Thousands have signed an online petition denouncing reported comments by an HSBC Holdings board member in which she likened Hong Kong protesters' demands for democracy to the emancipation of slaves

Communist-backed leader of Hong Kong says poor will become too powerful if protesters get their way

Hong Kong protesters blame 'triads' for stirring up violence after dozens injured in clashes with police

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Communist-backed leader of Hong Kong says poor will become too powerful if protesters get their way

KEITH BRASSHER AND CHRIS BUCKLEY, THE NEW YORK TIMES | October 21, 2014 10:03 AM ET
 More from The New York Times



Protesters listen to a broadcast of long-awaited talks between student leaders and senior government officials. Philippe Lopez / AFP / Getty Images

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EXHIBIT B – 51
OCWEN SETS ASIDE \$100M FOR FORECLOSURE SETTLEMENTS

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Ocwen Sets Aside \$100M for Possible Foreclosure Settlement, Posts 3Q Loss

BY KATE BERRY
OCT 30, 2014 2:57pm ET

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Under fire from New York's top banking regulator, Ocwen Financial took a \$100 million charge for a potential settlement for servicing violations and posted a third-quarter loss.

On an Oct. 30 conference call with analysts, William Erbey, Ocwen's executive chairman, said the \$100 million charge was the company's "best estimate of the exposure" for [backdating thousands of foreclosure letters to borrowers](#). Erbey deflected



"We need to deal with this, we need to deal with it effectively and do it quickly," said Bill Erbey, Ocwen's executive chairman, saying the charge could be "materially different" from an actual settlement.

RELATED

[Ocwen Backdated Thousands of Foreclosure Notices, Lawsky Says](#)

[Lawsky's New Ocwen Fight Threatens Wells Fargo Servicing Sale](#)

[Cummings, Warren Request GAO Study on](#)

SOURCE: <http://www.nationalmortgagenews.com/news/servicing/ocwen-sets-aside-100m-for-possible-foreclosure-settlement-posts-3q-loss-1043018-1.html>

EXHIBIT B – 52 CHRONOLOGY, COST & CONSEQUENCE OF “ERRORS”

Stop the theft of property from NJ and all US homeowners. While I cannot disprove the validity of the foreclosures, the information I present warrants further investigation before taking our homes.

The Hongkong and Shanghai Banking Corporation, a British owned bank now known as HSBC, is on course to take property owned by the Plaintiff with a NJ Foreclosure Case (**Docket F-00839-13**). There are likely more foreclosure cases underway in New Jersey and other states. Here’s one way this is being done: the mortgage servicers added invalid amounts to the principal of loans, sold off their portfolios at inflated prices, and then went out of business. This is a summary of my mortgage history (Ex3:[PROOF](#) & [PROOF](#)):

DATE	MORTGAGE PROVIDERS & SERVICERS	OUT OF BUSINESS	PROVIDER/ SERVICER	PRIMARY HELOC	BEGINNING PRINCIPAL BALANCE PER DEFENDANTS	CORRECT PRINCIPAL BALANCE	AMOUNT ADDED TO PRINCIPAL
8/25/1983	City Federal Savings & Loan	YES	P	P	\$75,536	\$75,536	\$0
	Main Street Mortgage	YES	S	P			\$0
	Chase Mortgage (HELOC)	DISMISSED	P	H			\$0
5/6/2002	Aames Home Loan	YES	P	P	\$69,980	\$69,980	\$0
	PCFS Mortgage	YES	S	P			\$0
2006	Litton Home Loan	YES	S	P	\$180,000	\$67,675	\$112,325
3/27/2006	Fremont Home Loan	YES	P	P	\$261,000	\$53,000	\$95,675
2009	Litton Home Loan	YES	S	P	NA	\$53,000	NA
2011	Ocwen	NO	S	P	NA	NA	NA
						TOTAL	\$208,000
	Litton Principal Payments, estimated					\$15,000	
	As of Feb. 15, 2010					\$38,000	
<p>All mortgages issued from the Fremont Home Loan Trust and serviced by Fremont Home Loan should be cancelled immediately. Consumers cannot trust the validity or accuracy of the figures for Fremont mortgages in MERS or any other files and systems.</p>							
<p>Fremont Home Loan trust 2006-C Mortgage-Backed Certificates Series 2006-C</p>							

SOURCE: DISCOVERY (Ex3:[PROOF](#) & [PROOF](#))

Mortgage Servicing companies like Litton Loan, Fremont Home Loan and others, have repeatedly refused to give me a complete transaction history for my mortgage. Goldman Sachs, HSBC, Ocwen have fought “tooth and nail” to take my property that arguably carries a negative valuation (info available upon request). Their effort is not because they want to sell my property with full disclosure of the problems. It is likely because HSBC wants to escape fines while continuing to foreclose and take proceeds from homeowners out of the reach of the United States.

This motion should contain sufficient information to stop this atrocity.

EXHIBIT B – 52 cont'd.
CHRONOLOGY, COST & CONSEQUENCE OF “ERRORS”

I am fighting to stop theft, not ownership of my home which is below water asset fraught with costly problems. The decline in value has been made public. I listed my house, at the height of the market, 3 times before Hurricanes Irene and Sandy and also before crime and abandoned properties skyrocketed in my neighborhood. Many, not all, of the damages were presented in HAMP applications (copies available of Ex41). I am in my 32nd year of living in and owning my home. I know South Orange and this neighborhood. There is a huge cost to owning this property *without a mortgage*, with little to no upside for at least 10 years.

To be sure, my primary objective is to stop theft of homes and the devaluation of a mainstay of the American dream that also empowers the economy – home ownership.

EXHIBIT C

DISCOVERY INFORMATION FOR DOCKET NO. ESSEX-L-004753-13

To Download Document with All Attachments [Click Here](#)

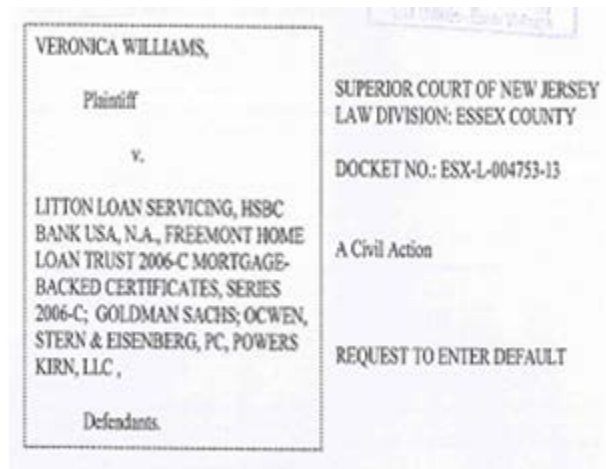
INFORMATION ADDED TO NOV. 2014 DISCOVERY IS HIGHLIGHTED

A CIVIL ACTION

Veronica Williams, Plaintiff

vs.

Litton Loan Servicing, HSBC Bank USA, N.A., Fremont Home Loan Trust 2006-C Mortgage-Backed Certificates, Series 2006-C, Goldman Sachs, Ocwen, Superior Court of New Jersey * Law Division: Essex County



In response to a request from the attorney representing all defendants (Stuart I. Seiden of Duane Morris), I (the Plaintiff) have prepared this document that further clarifies and streamlines the "1500 pages" Mr. Seiden said my former attorney gave to him. I believe this includes a subset of that information, with explanations to help him better understand this matter. In response to Mr. Seiden's request, I assembled my proof in a timeline with further explanation, to help him understand what happened.

To help better understand this matter, Mr. Seiden's clients can help explain the financials, operational, regulatory and other pertinent information.

A summary of what happened, with links to proof, is presented in the following pages.

This document includes information not provided in the official discovery filing.

UPDATED 11/18/14

SERIAL ERRORS, FRAUD, or BOTH?

SUMMARY

This document explains how a series of actions by the defendants caused the financial ruin and near death of Veronica Williams. Links to documents, video and audio files corroborate the explanation. Additional information can be provided to those with a need to know.

The following outline provides a chronological summary of how:

- A series of deceptive & fraudulent actions led to decimation of my income and health
- I have tried for 7 years to reverse the negative impact as the defendants dragged me through the mud and avoided taking responsibility for their actions
- Refusal to account for \$208,000 discrepancy in principal balance
- Am now trying to get my day in court, before a jury of my peers

More than 40 years of time, money and effort went into preparing my firm – ACT Inc. – for the impending orders on our US GSA contract . The new orders required that I consolidate my operations. To achieve this, I decided to sell my home. After listing my home 3 times between 2005 and 2007 (Ex0: [PROOF](#)) without an offer over \$175,000, I decided to stay. My second option was to lower my cost of capital and operations costs by restructuring debt, a common practice. Several firms offered to refinance my mortgage, I chose Litton Loan.

CREATED DEBT RESTRUCTURE PLAN IN PREPARATION FOR IMPENDING ORDERS

2008 approached mortgage firms to refinance. Narrowed my choice to Chase & Litton (had just bought my loan)

- Chase offered 3% for both mortgages
- Had Several Conversations with Litton Loan
 - Told them of my concern: I refinanced in 2006 due to Litton Loan's bad reputation and recording payments late ([PROOF](#): &Ex1:[Pmt-2005](#) & Ex2:[Refinance](#))
 - Litton Loan added about \$112,325 & Fremont added about \$95,675 to my principal (Ex3:[PROOF](#) & [PROOF](#))
 - I refinanced with **Fremont Loan** to escape Litton Loan (for mortgage history see Ex2:[PROOF](#))
 - I ended up back with Litton Loan, so why accept a modification and stay with Litton??
- Litton made compelling offer & said Goldman Sachs' ownership gave them new integrity
 - Litton told me they were now owned by Goldman Sachs and I did not have to worry
 - Litton assured me they would give me a modification if HAMP did not come through Ex4 [PROOF](#)
 - Even after "errors (returning my check, too many iterations of spreadsheet, countless phone calls) I was assured verbally & in writing that the modification would be confirmed upon receipt of my checks. (Ex5 [PROOF](#))
 - I was further assured that the modification would be approved by HAMP or Litton Loan and the attached document was sent in error
- Litton reduced my mortgage principal but not enough (Ex3:[PROOF](#) & [PROOF](#))
- In addition to the amount Litton Loan had added to my principal, Fremont added about \$95,675 to my principal (Ex3:[PROOF](#) & [PROOF](#))
- My intention was to accept the unjustified additions to principal, focus on the FEMA job and closing task orders against my firm's GSA contract, and use the modification to lower my costs of financing.
- Despite excessive addition to principal I decided to proceed, to focus time on ACT Inc. customers; heightened acquisition effort allowed ACT Inc. to achieve recognized and approved vendor status with multiple Federal Agencies. (Ex6: [PROOF](#)) Stepped up marketing and sales in 2005 (DoD working Group, IRA meetings, Proposals show DHS, DC, HUD – Ex7: [WITNESS](#))
- Sept. 2009 - Received job offer from FEMA to gain immediate "past performance"; contingent upon security clearance approval (Ex8: [PROOF](#))

LAUNCHED DEBT RESTRUCTURE PLAN * I PROCEEDED WITH PLAN

- Jan-Dec 2009 Litton Loan's representatives asked for extensive information and detailed analysis, *reassuring me along the way that my modification would be forthcoming*. Some of the documents submitted include, but are not limited to:
 - 2/25/09 to Julius Connor Ex9: [PROOF](#)
 - 3/28/09 to Brenda Moreno Ex10: [PROOF](#)
 - 8/2/09 to Loss Mitigation Dept. Ex11: [PROOF](#)
 - 9/28/09 to Loss Mitigation Dept. Ex12: [PROOF](#)
 - 12/28/09 to Bessie Cahee Ex13: [PROOF](#)
 - Jan-Nov Submitted several other requested analyses (*COPIES AVAILABLE UPON REQUEST*)
- I paid off uncollateralized debt (Ex14: [PROOF](#))
I purchased money order and sent it with returned checks to Litton (Ex15:[PROOF](#), Ex16:[PROOF](#), Ex17:[PROOF](#))
- Continued with my "living mobile" trial/prep for FEMA job (Ex7: [WITNESSES](#))
- Cultivating business relationships and improved remote operations for ACT Inc. (Ex7: [WITNESSES](#))
- Completed E-Quip & responses for Federal Security Clearance on 12/12/2009 (Ex18:[PROOF](#) & Ex7: [WITNESSES](#))

WHEN I WAS STUNNED WITH NOTICE OF FORECLOSURE JUST BEFORE HEARING

- Began drive from Ft. Lauderdale, FL to South Orange, NJ – alone (Ex7: [WITNESSES](#))
- Arrived in NJ about 4am the morning of the foreclosure hearing (Dec. 23, 2009)
- Too Exhausted to attend; Foreclosure was granted for Docket F- 28279-09 (Ex19: [PROOF](#))
- Was told it was an error and would be reversed if I sent an additional payment (Ex20:[PROOF](#))
- I completed all payments required for my modification (Ex15: [PROOF](#))

FORECLOSURE GRANTED AND MY SUFFERING BEGAN

- Dec. 2009 Litton Loan reneged on modification by foreclosing (Ex19:[PROOF](#))
- Dec. 2009 Litton said they could stop foreclosure if I documented what we discussed (Ex13: [PROOF](#))
- Jan. 2010 Litton Loan's staff was unaware of the legal response by their attorney. With apology for Litton's errors and a promise of the immediate reversal of foreclosure and confirming the modification, I made more payments (Ex21: [PROOF](#) & Ex22: [Pmt-2010](#) & Ex15:[PROOF](#))
- Mar 2010 Lost Clearance (Ex23:[PROOF](#) & Ex7: [WITNESSES](#))
- 3/16/10 Lost GSA contract (Ex24:[PROOF](#) & Ex7: [WITNESSES](#))
- 5/12/10 Lost FEMA job (Ex23:[PROOF](#) & Ex7: [WITNESSES](#))
- By 2010 Lost strong credit ratings (D&B, Trans Union, Equifax, Experian)
- 2010→ Health declined (Ex25:[PROOF](#) & Ex7: [WITNESSES](#))
- 2010→ My company –AC T Inc. – now in jeopardy (Ex7: [WITNESSES](#))
- 2010→ Ability to find jobs decimated (Ex26: [PROOF](#) & Ex7: [WITNESSES](#))

VW FOUGHT BACK

- DATE Tried to get Litton Loan, Goldman Sachs & HSBC to review my account & create a win-win solution (Ex27: [PROOF](#) & Ex28: [PROOF](#) Ex29: [PROOF](#) Ex30: [PROOF](#) Ex7: [WITNESSES](#))
- 2010 - 2011 Litton Loan and Goldman Sachs refused to discuss the matter (Ex31: [PROOF](#) & Ex7: [WITNESSES](#))
- DATE Appealed to NJ Banking Commission, SEC, Federal Reserve & others (Ex32: [PROOF](#) Ex33: [PROOF](#) & Ex7: [WITNESSES](#))
- Aug 2011 Filed legal complaint against Litton Loan & Goldman Sachs (Ex34:[PROOF](#))
- DATE Served Litton Loan & Goldman Sachs (Ex35: [PROOF](#) & Ex7: [WITNESSES](#))
- Sept. 1, 2011 Goldman Sachs sold Litton Loan to Ocwen (Ex36: [PROOF](#) & Ex37: [IN THE NEWS](#) or *COPY TO COURT ONLY* & Ex38: [SEC or SECprt](#) & Ex7: [WITNESSES](#))
- Sept. 1, 2011 Federal Reserve orders Goldman Sachs to conduct Foreclosure Review (Ex36: [PROOF](#))
- 2011 Litton Loan's attorney never responded to questions (Ex35: [PROOF](#))
- Sept. 16, 2011 Neither Litton Loan nor Goldman Sachs (did not) showed up at court hearing – VW granted motion (Ex35: [PROOF](#) & Ex7: [WITNESSES](#))

- Sept. 2011 Litton Loan-Goldman Sachs' attorney used court error to disqualify hearing so I withdrew and refiled (Ex35: [PROOF](#) & Ex7: [WITNESSES](#))
- Sept. 2011 Defendant's attorney obtained dismissal on a technicality. Judge said court could not make defendants wait until I recovered (Ex35: [PROOF](#))

OCWEN-HSBC-GOLDMAN SACHS SHOWED NO INTENTION OF DISCUSSING VIABLE SOLUTION – PLAINTIFF'S HEALTH WORSENERD

- Fall 2011 Ocwen started collection, ignored letters and refused to discuss any alternatives (Ex38: [PROOF](#) & Ex39: [PROOF](#) & [PROOF](#) & Ex7: [WITNESSES](#))
- 2011-2012 My health declined more (Ex25: [PROOF](#) & Ex7: [WITNESSES](#))
- March 2012 Foreclosure Dismissed *with intention of collecting money rather than resolving errors* (Ex40: [PROOF](#))
- 2011 – 2013 Goldman Sachs and HSBC ignored VW, backing Ocwen as they bullied me with collection (Ex35: [PROOF](#) & Ex38: [PROOF](#) & Ex7: [WITNESSES](#))
- Sept. 2012 Hospitalized for stress (Ex25: [PROOF](#) & Ex7: [WITNESSES](#))
- Oct. 2012 Hospitalized for stress (Ex25: [PROOF](#) & Ex7: [WITNESSES](#))
- Began praying and meditating throughout the day, every day
- Jan. 2013 Hospitalized for stress (Ex25: [PROOF](#) & Ex7: [WITNESSES](#))
- Feb. 2013 Gathered strength to prepare meals and drive (Ex7: [WITNESSES](#))

VW CONTINUED TO FIGHT BACK

- March 2013 Resumed physical therapy after 4 months of life threatening health condition (Ex7: [WITNESSES](#))
- Spring 2013 VW searched for attorney with courage & knowledge to represent me (Ex7: [WITNESSES](#))
- April 2013 Tried to secure HAMP again, directly via HUD this time (Ex41: [PROOF](#))
- March 2013 → HAMP 1st – Lisa Ferri (Ex42: [PROOF](#)), 2nd Michael Martin (EX43: [PROOF](#)-audio only & [PROOF](#)), 3rd JasonBurak said my case is “out of scope” (emails removed by NovaDebt 10//14).
- 2011 – NOW Property continued to decline, FEMA denied repairs, insurance repair check sent to Litton (Ex44: [BEFORE](#) - [AFTER](#))
- April 24, 2013 VW retained Denbeaux & Denbeaux (Ex45: [PROOF](#) & Ex7: [WITNESSES](#)) Foreclosure Litigation
- June 2013 Filed new complaint against all defendants (Ex46: [PROOF](#))
- Next 12 months Lots of legal filings, hearings; HSBC started foreclosure proceedings again (Ex47: [PROOF](#)•[UPDATED](#))
- Feb. 2014 HSBC attorney says drop suit, pay up, move or else. Plaintiff said NO and dug in.
- Aug. 2014 Tried again to get HAMP offer (Ex41: [PROOF](#))
- Sept. 2014 IRS waived fees due to stress imposed health problems (Ex48: [PROOF](#))
- Sept. 2014 VW called Mediator to find out what happened in July hearing. Told of discussions that I consider a “professional reminder of Goldman Sachs' & Duane Morris' power” (Ex7: [WITNESS](#))
- Oct. 2, 2014 VW completed 4 hour deposition *with redundant questions* (cancelled physical therapy). Defendants' attorney showed mortgage documents that were questionable (Ex49: [PROOF](#) & Ex7: [WITNESSES](#))
- Oct. 22, 2014 Defendants' attorney promises to sue Denbeaux if they lose (Ex50: [PROOF](#) & [PROOF](#))
- Oct. 27, 2014 Denbeaux withdraws (Ex51: [PROOF](#) & Ex7: [WITNESSES](#))
- Oct. 23, 2014 Attorneys for Plaintiff and Defendants “confirm” trial date moved to Jan. 15, 2015 (Ex53: [PROOF](#))
- Oct. 27, 2014 VW launches fundraising campaign (Ex52: [PROOF](#) & Ex7: [WITNESSES](#))
- Oct. 28, 2014 VW begins search for new attorney
- Nov. 1, 2014 VW responds to Defendants' letter via Seiden (Ex50: [PROOF](#) & [PROOF](#) & Ex7: [WITNESSES](#))
- Nov. 14, 2014 Learns that trial date HAS NOT been changed to Jan. 15, 2015
- Nov. 17, 2014 VW appeared before Judge Casper to :
 - Present Motion to Add Counts from Complaint L-00081-11
 - Grant jury trial that I always expected
 - Seek complete immunity for all new attorneys who will represent me
 - Receive sufficient time to retain and update new attorney

- Delay action on all Foreclosure actions until after the trial
- Present all legal actions associated with this matter (Ex47: **PROOF**)
- VW only presented her position and (Ex53: **PROOF**)
- Nov. 17, 2014 Hon. Dennis F. Carey, III Granted Veronica Williams Default Judgment in Case ESSEX-L-004753-13
- Retain Attorney
 - To Be Determined Schedule Proof Hearing, Reverse Foreclosure, Cancel Mortgage
 - To Be Determined Identify and complete any additional actions
 - To Be Determined If necessary, defend against appeal
- Next Step

**8 YEARS AFTER FREMONT MORTGAGE, 7 YEARS AFTER I REFINANCED WITH LITTON LOAN
I FINALLY HAVE MY DAY IN COURT; HOPEFULLY NEXT HEARING WILL BE BEFORE A JURY OF MY PEERS**

12/5/14 After I was granted a default judgment in court, the defendants' attorney and my former attorney appear to be pushing for a summary judgment without a trial. They are meeting with the latest judge assigned to my case today and I am not allowed to attend.

MOTIVE: ON NEED TO KNOW BASIS ONLY ♦ ADD WINDFALL SECTION TO MOTIVE DOCUMENT

EXHIBIT D

SBA Reconsideration of Loans Denied:

IRENE #4021 Business Loan Application: SBA Reference Number: # 1000115934

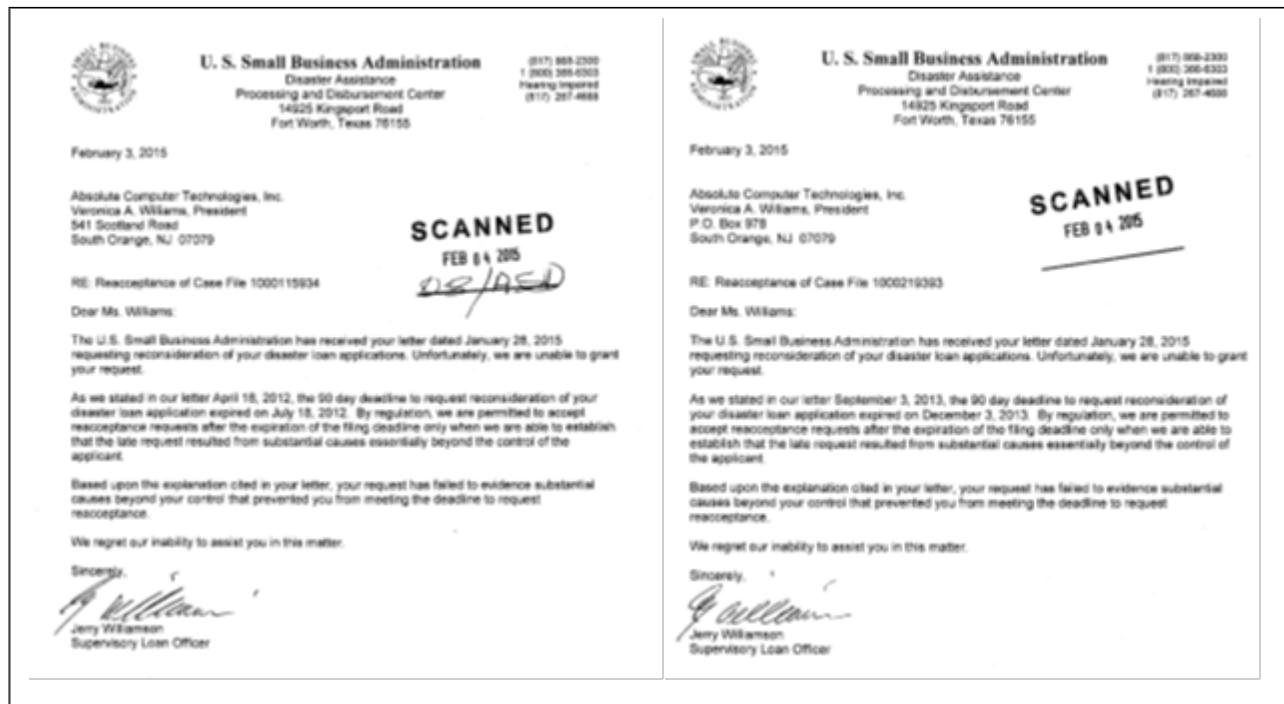
SANDY #4086 Business Loan Application: SBA Reference Number: # 1000219393

The Two Documents Submitted to the SBA can be downloaded by Clicking:

[SBA Loan Declined 9-3-13-Irene-Appeal-24pgs.doc](#)

[SBA Loan Declined 4-18-12-Sandy-Appeal-28pgs.doc](#)

The SBA responded that they are unable to grant the request in each of the two Documents below:



These documents can be downloaded by Clicking:

[http://finfix.org/proof/DD/SBA Loan Declined 2-3-15-Irene-Appeal-Response.pdf](http://finfix.org/proof/DD/SBA%20Loan%20Declined%202-3-15-Irene-Appeal-Response.pdf)

[http://finfix.org/proof/DD/SBA Loan Declined 2-3-15-Sandy-Appeal-Response.pdf](http://finfix.org/proof/DD/SBA%20Loan%20Declined%202-3-15-Sandy-Appeal-Response.pdf)



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January 27, 2015

SBA Reconsideration Department
U. S. Small Business Administration
Disaster Assistance
Processing and Disbursement Center
14925 Kingsport Rd
Fort Worth, TX 76155

Re: IRENE #4021 Business Loan Application: SBA Reference Number: # 1000115934

Sent via email to DisasterCustomerService@sba.gov

Dear Ms. Meaney,

We are appealing the denial of our SBA loan application (Attachment I).

After realizing the magnitude of my health decline caused by these events, the IRS waived all fees Sept. 16, 2014 (Attachment II). The Superior Court of NJ awarded me a default judgment against Litton Loan, Goldman Sachs, HSBC, Ocwen et. al. on Nov. 17, 2014 upon hearing my position and viewing invalid documents from the attorneys. This document presents extensive evidence that refutes the reasons for denying our loan. I believe in standing up for truth and fairness, no matter who the opponent.

ACT Inc. has had multiple contracts just in the last two years that could have opened new revenue streams if we had adequate financing. My case with the Superior Court of New Jersey Essex Docket L-004753-13 shows how the defendants brought our firm's revenue to a grinding halt and imposed life threatening damage to my health. Reasons to approve our loan application are presented in Attachment III.

The Discovery document submitted to the court (Attachment IV) shows a systemic and systematic pattern of deception that caused the precipitous loss of revenue by ACT Inc. While there was a glimmer of hope in 2009, and again in 2012, the firms involved have moved aside the first six law firms they retained to defeat me (see Discovery Ex47: [PROOF](#)) and lined up behind Duane Morris LLP. to avoid taking responsibility for their actions.

The draft motion for a proof hearing shows why: honoring their agreement with me could set the stage for additional losses including their \$100B (estimate) mortgage portfolio to come tumbling down (Attachment V).

The summarized reasons supporting this request are presented in Attachments V, VI, VII, VIII and IX.

The following pages show the SBA's denial of our loan application and why the denial should be reversed. If you have any questions feel free to contact me by phone at 973-762-4100 or by email at .

Thank you,

Veronica Williams
President

attachments

cc: S. Seiden, Duane Morris LLP with attachments I – V (13 pages)
Appeals Section, IRS with attachments I – V (13 pages)
Lloyd Blankfein, CEO, Goldman Sachs with attachments I – V (13 pages)
Patrick J. Burke, President and Chief Executive Officer, HSBC with attachments I – V (13 pages)
William Erby, Executive Chairman, Ocwen Financial Corporation with attachments I – V (13 pages)

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ATTACHMENT I



U.S. SMALL BUSINESS ADMINISTRATION

Disaster Assistance
Processing and Disbursement Center
14925 Kingsport Road
Fort Worth, Texas 76155-2243

817-868-2300
800-366-6303
Hearing Impaired
817-267-4688

April 18, 2012

Absolute Computer Technologies, Inc.
Veronica Williams, President
541 Scotland Road
South Orange, NJ 07079

RE: SBA Disaster Loan Application No.: 1000115934

Dear Ms. Williams:

In response to your request for reconsideration of your previously declined disaster loan, we have thoroughly reviewed all of your new and previously provided information. Although we made every effort to approve your loan request, we are unable to offer you a disaster loan for the following reason(s):

Unsatisfactory credit history

As you are aware, your loan application was previously declined due to unsatisfactory credit history. Your letter indicated your credit issues were related to ongoing medical problems and a downturn in the economy. We have reviewed your Credit Bureau Report and all the accompanying documentation you have provided regarding the status of your credit and mortgage accounts. After a thorough review we conclude you have not provided sufficient information to overcome the decline for credit. Therefore, your loan remains declined.

Lack of repayment ability

Our analysis of your historic Federal Tax Returns, 2011 year to date profit and loss statement and all the information provided with your loan application we concluded your income is insufficient to repay a disaster loan in addition to your existing debts, living expenses, taxes, insurance, and other obligations.

Not eligible due to Policy Reasons

Absolute Computer Technologies, Inc is not in Good Standing with the New Jersey Department of Treasury, Division of Revenues. A legal entity which is not in Good Standing in the state in which it is organized and the state in which the disaster occurred is not eligible for disaster assistance.

If you disagree with our decision, you have the right to request reconsideration. Your request must:

1. Be in writing and be received by this office **within 90 days** from the date of this letter.
2. Contain significant new information that you believe will overcome the decline reason(s).
3. Provide a completed, signed and dated IRS Form 8821 (enclosed).



We Turn Technology
...into Value

Absolute Computer Technologies, Inc.

ACT Request Reconsideration of Loan Application
IRENE #4021 Business Loan Application:
SBA Reference Number: # 1000115934
Page 4 of 24

ATTACHMENT I cont'd.

If you have any questions about this action, please contact our office at the above address or the toll free number.

Sincerely,

A handwritten signature in black ink, appearing to read 'Dennis Willis'.

Dennis Willis
Supervisory Loan Officer

Enc.

SBA Form 2157R(8-03)

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Protection Act. The Federal agency that administers compliance with this law concerning this creditor is the Consumer Response Center, Federal Trade Commission, Washington, D.C. 20580.



We Turn Technology
...into Value

Absolute Computer Technologies, Inc.

ACT Request Reconsideration of Loan Application
IRENE #4021 Business Loan Application:
SBA Reference Number: # 1000115934
Page 5 of 24

ATTACHMENT II

Internal Revenue Service

PO Box 1190
Ogden, UT 84402

Date: September 16, 2014

ABSOLUTE COMPUTER TECHNOLOGIES INC
PO BOX 978
SOUTH ORANGE NJ 07079-0978

Department of the Treasury

Person to Contact:

Jerri L Gibson
Employee ID
Number: 1000142994
Tel: 1-801-620-3360
Fax: 1-855-857-5865
Contact Hours: 8 am to 4 pm

In Re:

Penalty Appeals

Amount of Assessed Penalty(s):

\$2,730.00

I.R.C. Section(s):

6699 Failure to File Form 1120S

Tax Period(s) Ended:

12/2011 & 12/2012

Dear Ms. Williams:

I completed my review of your request to adjust the penalties assessed against you. Based on the information submitted, I am pleased to advise you the penalties will be abated (removed) in full. When this action has been completed, you will receive an adjustment notice from the Service Center, which originally assessed the penalty.

If you have any additional questions, please contact me at the telephone number listed above.

Sincerely,


Jerri L Gibson
Appeals Tax Specialist

ATTACHMENT III

Reasons to Approve Loan Application

To be sure, I've had challenges in my life that many cannot imagine, much less handle. But I've met them head-on and have worked hard to prevail. So when I finally succeeded in positioning my firm to achieve a 40-year goal of closing task orders against a Federal Supply Schedule that took many years to earn, I will not sit back after losing it to deception. The reasons for denial are primarily attributable to problems that occurred as a result the deception by a few financial firms. The other reasons appear to be due to my decision to take legal action against these firms.

IRENE #4021 Business Loan Application: SBA Reference Number: # 1000115934	
REASON FOR DENIAL	WHY DENIAL IS NOT JUSTIFIED
<p>Unsatisfactory credit history As you are aware, your loan application was previously declined due to unsatisfactory credit history. Your letter indicated your credit issues were related to ongoing medical problems and a downturn in the economy. We have reviewed your Credit Bureau Report and all the accompanying documentation you have provided regarding the status of your credit and mortgage accounts. After a thorough review we conclude you have not provided sufficient information to overcome the decline for credit. Therefore, your loan remains declined.</p>	<p>I filed a legal complaint (Essex Docket L-004753-13) against the financial firms responsible for the decline in my credit. I was awarded a judgment by the Superior Court of New Jersey on Nov. 17, 2014. I am preparing a motion for the proof hearing to determine the amount of damages that I should receive. See Attachments IV and V.</p>
<p>Lack of repayment ability Our analysis of your historic Federal Tax Returns, 2011 year to date profit and loss statement and all the information provided with your loan application we concluded your income is insufficient to repay a disaster loan in addition to your existing debts, living expenses, taxes, insurance, and other obligations.</p>	<p>The contract that would have supported the loan was ended because we did not have the funds to cover the cash flow necessary to carry the contract. We will not accept a loan until and unless our contracts, and other sustainable profit, will allow us to make all payments.</p>
<p>Not eligible due to Policy Reasons Absolute Computer Technologies, Inc. is not in Good Standing with the New Jersey Department of Treasury, Division of Revenues. A legal entity which is not in Good Standing in the state in which it is organized and the state in which the disaster occurred is not eligible for disaster assistance.</p>	<p>Absolute Computer Technologies, Inc. was reinstated by the New Jersey Department of Treasury Jan. 23, 2013 (see Attachment VII). We should be in Good Standing with the New Jersey Department of Treasury, Division of Revenue.</p>

ATTACHMENT IV

Discovery Document Submitted to the Superior Court of New Jersey

(This attachment, Pages 12 – 16, provides links to documents; together they comprise the 750 page submission)

(To see the entire document filed with the court, [click here](#))

DISCOVERY INFORMATION FOR DOCKET NO. ESSEX-L-004753-13

A CIVIL ACTION

Veronica Williams, Plaintiff

vs.

Litton Loan Servicing, HSBC Bank USA, N.A., Fremont Home Loan Trust 2006-C Mortgage-Backed Certificates, Series 2006-C, Goldman Sachs, Ocwen, Superior Court of New Jersey * Law Division: Essex County

VERONICA WILLIAMS, Plaintiff v. LITTON LOAN SERVICING, HSBC BANK USA, N.A., FREEMONT HOME LOAN TRUST 2006-C MORTGAGE-BACKED CERTIFICATES, SERIES 2006-C; GOLDMAN SACHS; OCWEN, STERN & EISENBERG, PC, POWERS KIRN, LLC, Defendants.	SUPERIOR COURT OF NEW JERSEY LAW DIVISION: ESSEX COUNTY DOCKET NO.: ESX-L-004753-13 A Civil Action REQUEST TO ENTER DEFAULT
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In response to a request from the attorney representing all defendants (Stuart I. Seiden of Duane Morris), I (the Plaintiff) have prepared this document that further clarifies and streamlines the “1500 pages” Mr. Seiden said my former attorney gave to him. I believe this includes a subset of that information, with explanations to help him better understand this matter. In response to Mr. Seiden’s request, I assembled my proof in a timeline with further explanation, to help him understand what happened.

To help better understand this matter, Mr. Seiden’s clients can help explain the financials, operational, regulatory and other pertinent information.

A summary of what happened, with links to proof, is presented in the following pages.

SERIAL ERRORS, FRAUD, or BOTH?

SUMMARY

This document explains how a series of actions by the defendants caused the financial ruin and near death of Veronica Williams. Links to documents, video and audio files corroborate the explanation. Additional information can be provided to those with a need to know.

The following outline provides a chronological summary of how:

- A series of deceptive & fraudulent actions led to decimation of my income and health
- I have tried for 7 years to reverse the negative impact as the defendants dragged me through the mud and avoided taking responsibility for their actions
- Refusal to account for \$208,000 discrepancy in principal balance
- Am now trying to get my day in court, before a jury of my peers

More than 40 years of time, money and effort went into preparing my firm – ACT Inc. – for the impending orders on our US GSA contract. The new orders required that I consolidate my operations. To achieve this, I decided to sell my home. After listing my home 3 times between 2005 and 2007 ([PROOF](#)) without an offer over \$175,000, I decided to stay. My second option was to lower my cost of capital and operations costs by restructuring debt, a common practice. Several firms offered to refinance my mortgage, I chose Litton Loan.

CREATED DEBT RESTRUCTURE PLAN IN PREPARATION FOR IMPENDING ORDERS

2008 approached mortgage firms to refinance. Narrowed my choice to Chase & Litton (had just bought my loan)

- Chase offered 3% for both mortgages
- Had Several Conversations with Litton Loan
 - Told them of my concern: I refinanced in 2006 due to Litton Loan's bad reputation and recording payments late (**PROOF: &Ex1:Pmt-2005 & Ex2:Refinance**)
 - Litton Loan added about \$112,325 & Fremont added about \$95,675 to my principal (Ex3:[PROOF](#))
 - I refinanced with **Fremont Loan** to escape Litton Loan (for mortgage history see Ex2:[PROOF](#))
 - I ended up back with Litton Loan, so why accept a modification and stay with Litton??
 - Litton made compelling offer & said Goldman Sachs' ownership gave them new integrity
 - Litton told me they were now owned by Goldman Sachs and I did not have to worry
 - Litton assured me they would give me a modification if HAMP did not come through Ex4 [PROOF](#)
 - Even after "errors (returning my check, too many iterations of spreadsheet, countless phone calls) I was assured verbally & in writing that the modification would be confirmed upon receipt of my checks. (Ex5 [PROOF](#))
 - I was further assured that the modification would be approved by HAMP or Litton Loan and the attached document was sent in error
- Litton reduced my mortgage principal but not enough (Ex3:[PROOF](#))
- In addition to the amount Litton Loan had added to my principal, Fremont added about \$95,675 to my principal (Ex3:[PROOF](#))
- My intention was to accept the unjustified additions to principal, focus on the FEMA job and closing task orders against my firm's GSA contract, and use the modification to lower my costs of financing.
- Despite excessive addition to principal I decided to proceed, to focus time on ACT Inc. customers; heightened acquisition effort allowed ACT Inc. to achieve recognized and approved vendor status with multiple Federal Agencies. (Ex6: [PROOF](#)) Stepped up marketing and sales in 2005 (DoD working Group, IRA meetings, Proposals show DHS, DC, HUD – Ex7: [WITNESS](#))
- Sept. 2009 - Received job offer from FEMA to gain immediate "past performance"; contingent upon security clearance approval (Ex8: [PROOF](#))

LAUNCHED DEBT RESTRUCTURE PLAN * I PROCEEDED WITH PLAN

- Jan-Dec 2009 Litton Loan's representatives asked for extensive information and detailed analysis, ***reassuring me along the way that my modification would be forthcoming.*** Some of the documents submitted include, but are not limited to:
 - 2/25/09 to Julius Connor Ex9: [PROOF](#)
 - 3/28/09 to Brenda Moreno Ex10: [PROOF](#)
 - 8/2/09 to Loss Mitigation Dept. Ex11: [PROOF](#)
 - 9/28/09 to Loss Mitigation Dept. Ex12: [PROOF](#)
 - 12/28/09 to Bessie Cahee Ex13: [PROOF](#)
 - Jan-Nov Submitted several other requested analyses (*COPIES AVAILABLE UPON REQUEST*)
- I paid off uncollateralized debt (Ex14: [PROOF](#))
- I purchased money order and sent it with returned checks to Litton (Ex15:[PROOF](#), Ex16:[PROOF](#), Ex17:[PROOF](#))
- Continued with my "living mobile" trial/prep for FEMA job (Ex7: [WITNESS](#))
- Cultivating business relationships and improved remote operations for ACT Inc. (Ex7: [WITNESS](#))
- Completed E-Quip & responses for Federal Security Clearance on 12/12/2009 (Ex18:[PROOF](#) & Ex7: [WITNESS](#))

WHEN I WAS STUNNED WITH NOTICE OF FORECLOSURE JUST BEFORE HEARING

- Began drive from Ft. Lauderdale, FL to South Orange, NJ – alone (Ex7: [WITNESSES](#))
- Arrived in NJ about 4am the morning of the foreclosure hearing (Dec. 23, 2009)
- Too Exhausted to attend; Foreclosure was granted for Docket F- 28279-09 (Ex19: [PROOF](#))
- Was told it was an error and would be reversed if I sent an additional payment (Ex20:[PROOF](#))
- I completed all payments required for my modification (Ex15: [PROOF](#))

FORECLOSURE GRANTED AND MY SUFFERING BEGAN

- Dec. 2009 Litton Loan reneged on modification by foreclosing (Ex19:[PROOF](#))
- Dec. 2009 Litton said they could stop foreclosure if I documented what we discussed (Ex13: [PROOF](#))
- Jan. 2010 Litton Loan's staff was unaware of the legal response by their attorney. With apology for Litton's errors and a promise of the immediate reversal of foreclosure and confirming the modification, I made more payments (Ex21: [PROOF](#) & Ex22: [Pmt-2010](#) & Ex15:[PROOF](#))
- Mar 2010 Lost Clearance (Ex23:[PROOF](#) & Ex7: [WITNESS](#))
- 3/16/10 Lost GSA contract (Ex24:[PROOF](#) & Ex7: [WITNESSES](#))
- 5/12/10 Lost FEMA job (Ex23:[PROOF](#) & Ex7: [WITNESSES](#))
- By 2010 Lost strong credit ratings (D&B, Trans Union, Equifax, Experian)
- 2010→ Health declined (Ex25:[PROOF](#) & Ex7: [WITNESSES](#))
- 2010→ My company –AC T Inc. – now in jeopardy (Ex7: [WITNESSES](#))
- 2010→ Ability to find jobs decimated (Ex26: [PROOF](#) & Ex7: [WITNESSES](#))

VW FOUGHT BACK

- DATE Tried to get Litton Loan, Goldman Sachs & HSBC to review my account & create a win-win solution (Ex27: [PROOF &](#) Ex28: [PROOF](#) Ex29: [PROOF](#) Ex30: [PROOF](#) Ex7: [WITNESSES](#))
- 2010 - 2011 Litton Loan and Goldman Sachs refused to discuss the matter (Ex31: **PROOF &** Ex7: [WITNESSES](#))
- DATE Appealed to NJ Banking Commission, SEC, Federal Reserve & others (Ex32: [PROOF](#) Ex33: [PROOF &](#) Ex7: [WITNESSES](#))
- Aug 2011 Filed legal complaint against Litton Loan & Goldman Sachs (Ex34: [PROOF](#))
- DATE Served Litton Loan & Goldman Sachs (Ex35: [PROOF &](#) Ex7: [WITNESSES](#))
- Sept. 1, 2011 Goldman Sachs sold Litton Loan to Ocwen (Ex36: [PROOF &](#) Ex37: [IN THE NEWS](#) or *COPY TO COURT ONLY* & Ex38: [SEC or SECprt](#) & Ex7: [WITNESSES](#))
- Sept. 1, 2011 Federal Reserve orders Goldman Sachs to conduct Foreclosure Review (Ex36: [PROOF](#))
- 2011 Litton Loan's attorney never responded to questions (Ex35: [PROOF](#))
- Sept. 16, 2011 Neither Litton Loan nor Goldman Sachs (did not) showed up at court hearing – VW granted motion (Ex35: [PROOF &](#) Ex7: [WITNESSES](#))
- Sept. 2011 Litton Loan-Goldman Sach's attorney used court error to disqualify hearing so I withdrew and refiled (Ex35: [PROOF &](#) Ex7: [WITNESSES](#))
- Sept. 2011 Defendant's attorney obtained dismissal on a technicality. Judge said court could not make defendants wait until I recovered (Ex35: [PROOF](#))

OCWEN-HSBC-GOLDAN SACHS SHOWED NO INTENTION OF DISCUSSING VIABLE SOLUTION – PLAINTIFF'S HEALTH WORSENE

- Fall 2011 Ocwen started collection, ignored letters and refused to discuss any alternatives (Ex38: [PROOF &](#) Ex39: [PROOF & PROOF](#) & Ex7: [WITNESSES](#))
- 2011-2012 My health declined more (Ex25: [PROOF &](#) Ex7: [WITNESSES](#))
- March 2012 Foreclosure Dismissed *with intention of collecting money rather than resolving errors* (Ex40: [PROOF](#))
- 2011 – 2013 Goldman Sachs and HSBC ignored VW, backing Ocwen as they bullied me with collection (Ex35: [PROOF &](#) Ex38: [PROOF &](#) Ex7: [WITNESSES](#))
- Sept. 2012 Hospitalized for stress (Ex25: [PROOF &](#) Ex7: [WITNESSES](#))
- Oct. 2012 Hospitalized for stress (Ex25: [PROOF &](#) Ex7: [WITNESSES](#))
- Began praying and meditating throughout the day, every day
- Jan. 2013 Hospitalized for stress (Ex25: [PROOF &](#) Ex7: [WITNESSES](#))
- Feb. 2013 Gathered strength to prepare meals and drive (Ex7: [WITNESSES](#))

VW CONTINUED TO FIGHT BACK

- March 2013 Resumed physical therapy after 4 months of life threatening health condition (Ex7: [WITNESSES](#))
- Spring 2013 VW searched for attorney with courage & knowledge to represent me (Ex7: [WITNESSES](#))
- April 2013 Tried to secure HAMP again, directly via HUD this time (Ex41: [PROOF](#))
- March 2013 → HAMP 1st – Lisa Ferri (Ex42: [PROOF](#)), 2nd Michael Martin (EX43: [PROOF](#)-audio only & [PROOF](#)), 3rd JasonBurak said my case is “out of scope” (emails removed by NovaDebt 10//14).
- 2011 – NOW Property continued to decline, FEMA denied repairs, insurance repair check sent to Litton (Ex44: [BEFORE - AFTER](#))
- April 24, 2013 VW retained Denbeaux & Denbeaux (Ex45: [PROOF &](#) Ex7: [WITNESSES](#)) Foreclosure Litigation
- June 2013 Filed new complaint against all defendants (Ex46: [PROOF](#))
- Next 12 months Lots of legal filings, hearings; HSBC started foreclosure proceedings again (Ex47: [PROOF](#)♦[UPDATED](#))
- Feb. 2014 HSBC attorney says drop suit, pay up, move or else. Plaintiff said NO and dug in.
- Aug. 2014 Tried again to get HAMP offer (Ex41: [PROOF](#))
- Sept. 2014 IRS waived fees due to stress imposed health problems (Ex48: [PROOF](#))
- Sept. 2014 VW called Mediator to find out what happened in July hearing. Told of discussions that I consider a “professional reminder of Goldman Sachs’ & Duane Morris’ power” (Ex7: [WITNESS](#))
- Oct. 2, 2014 VW completed 4 hour deposition *with redundant questions* (cancelled physical therapy). Defendants’ attorney showed mortgage documents that were questionable (Ex49: [PROOF &](#) Ex7: [WITNESSES](#))
- Oct. 22, 2014 Defendants’ attorney promises to sue Denbeaux if they lose (Ex50: [PROOF](#) & [PROOF](#))
- Oct. 27, 2014 Denbeaux withdraws (Ex51: [PROOF &](#) Ex7: [WITNESSES](#))
- Oct. 23, 2014 Attorneys for Plaintiff and Defendants “confirm” trial date moved to Jan. 15, 2015 (Ex53: [PROOF](#))
- Oct. 27, 2014 VW launches fundraising campaign (Ex52: [PROOF &](#) Ex7: [WITNESSES](#))
- Oct. 28, 2014 VW begins search for new attorney
- Nov. 1, 2014 VW responds to Defendants’ letter via Seiden (Ex50: [PROOF](#) & [PROOF](#) & Ex7: [WITNESSES](#))
- Nov. 14, 2014 Learns that trial date HAS NOT been changed to Jan. 15, 2015

ATTACHMENT V
Draft of Motion for Proof Hearing

We request compensatory damages of \$ _____ M for the Plaintiff. Punitive damages should be determined by the court.

No amount of money can compensate for the near death incidents and trauma that the defendants put me through.

The defendants' actions inflicted severe injury in the Plaintiff warranting payment of the following damages:

HURT TO PLAINTIFF	DAMAGES INCURRED	DAMAGES SOUGHT
COMPENSATORY	DOLLARS IN MILLIONS	
• Loss of ACT Inc. contracts (\$279.2M)	\$279.2 M	TBD
• Loss of Employability in field of experience (\$1.8M [\$300K * 6 YRS- 2009-2015])	\$2.1M	TBD
• Stress Induced Severe Prolonged Illness	\$500.0 M	TBD
PUNITIVE	SEVERE	TBD

Much of the proof is provided in the [Discovery](#) document filed with the court. Several witnesses will attest to injuries and proof documents are included. Recent validation from the Federal government is attached to this document.

LOSS OF ACT INC. CONTRACTS

I invested 40 years, and in recent years, hundreds of thousands of dollars, to position ACT Inc. for lucrative, multi-year Federal task orders. ACT Inc. had been awarded Federal Supply Schedules, was positioned with multiple Federal agencies, and the Plaintiff was offered a FEMA job that would have given her a security clearance and the US Dept. Homeland Security past performance necessary to close task orders against ACT Inc.'s Federal Supply Schedule. The defendants' reneged on the modification, causing everything to be lost. Details are provided in the Discovery document.

LOSS OF EMPLOYABILITY

As a financial, operations and information technology professional, the Plaintiff's ability to secure jobs depends on clean credit and no legal actions. While her record earned the Plaintiff and her firm contracts from major companies over her 35+ year career, she has been denied hundreds of jobs since the defendants' actions.

STRESS INDUCED SEVERE PROLONGED ILLNESS

Defendants began deceptive actions in 2002. Their deception intensified in 2008. Despite convincing the Plaintiff that new ownership by Goldman Sachs had cleaned up their act, the deception of all defendants grew immensely. The Plaintiff did not realize the impact that the defendants' actions had on her health until her doctors began asking more probing questions. Soon it was clear that the Plaintiff's symptoms were directly correlated to and the direct result of, continued deception and depraved actions of the defendants. Between September 2012 and January 2013, she was hospitalized 3 times for stress induced illness. Her team of doctors ran every conceivable test to prove this.

WHY HAVE DEFENDANTS SPENT MORE TO TAKE PLAINTIFF'S HOME THAN IT IS WORTH?

- The deception and fraud is clearly documented
- Dramatic decline in property value known to FEMA, HUD, HAMP, Ocwen and other defendants
- Hurricane Irene, Sandy, and poor maintenance warrant repairs that will exceed \$120,000
- Defendants fought with 6 law firms (Ex47: [PROOF](#)), plus investigators, insurance firms and other since 2010

BECAUSE.....

- Plaintiff's case exposes "in and out" mortgage fraud
- 28.9% of US homeowners have been foreclosed upon (There have been [over 25 million foreclosures in the US since 2000.](#))
- New Jersey is #2 in foreclosures among US states
- HSBC is #2 bank in the world with assets of \$2.723Trillion
- Goldman Sachs is #28 bank in the world with assets of \$1.505Trillion
- \$263.7Million is what Ocwen paid Goldman Sachs for the Litton portfolio ([app 300K loans](#) ~ \$879 per loan?!)
- Value of mortgage portfolios involving HSBC likely to exceed \$100Billion [Forbes](#); HSBC sold only \$3.2Billion in 2013 [Bloomberg](#) & [NYTimes](#) & [HousingWire](#)
- HSBC left the US after underwriting Billions in mortgages and facilitating foreclosures
- There are foreclosures pending that will allow HSBC to take even more money out of the US

ATTACHMENT V cont'd.
***Draft* of Motion for Proof Hearing**

SUMMARY OF WHAT HAPPENED

The first defendant (Litton Loan) purchased my mortgage when my equity was about three times the amount of the principal balance of my mortgage. Due to their predatory reputation, I refinanced with the second defendant (Fremont) to get it out of the hands of Litton Loan. Fremont's mortgage had been underwritten by the third defendant (HSBC). A year later Fremont, the company that sold me the mortgage, went out of business and the first defendant (Litton Loan) acquired my mortgage again. During this time the fourth defendant (Goldman Sachs), a prominent US based financial firm, bought the first defendant (Litton Loan). So rather than move my mortgage to a financial firm who offered me a lower rate (Chase), I decided to accept the modification from the first defendant (Litton Loan) who was now owned by the fourth defendant (Goldman Sachs). A series of mistruths and deception by all defendants cost me everything I've worked for over the last 53 years, and almost took my life several times. To make matters worse, the defendants holding the mortgage have repeatedly failed to explain \$208,000 that has been added to the mortgage principal since this series of transactions began. The evidence supporting this statement is presented over and over in the Discovery document submitted to the Superior Court of New Jersey (download [click here](#)).

COMPLETE MOTION AVAILABLE UPON REQUEST



We Turn Technology
... into Value

Absolute Computer Technologies, Inc.

ATTACHMENT VI
Capital One Judgment Awarded Without Notice
Awarded *Without My Knowledge While I Honored Repayment Plan*
To Download These Two Letters [Click Here](#)

Veronica Ann Williams

Mailing Address: P.O. Box 978 ✦ South Orange, NJ 07079-0978
Residence – NO MAIL: 541 Scotland Road ✦ South Orange, NJ 07079-3009

September 16, 2013

Capital One
Office of Executive Resolution
15000 Capital One Drive
Richmond, VA 23238

Attn: Patricia Dumas

Subject: Effort to Remove Invalid Judgment against Veronica Williams and Settle
Account No. 4121 7426 5028 0723

Re: Capital One Bank (USA), N.A. vs. Veronica Williams
Docket No.: DC-022806-09 (on file with the Superior Court of New Jersey)

Sent via facsimile to Fax 888-259-3021 total of 21 pages

Dear Trish:

I am writing to confirm our latest conversation. I will pay a final settlement of \$375 to Capital One. I can no longer pay \$620. Since our last conversation I have settled with another creditor, reducing the amount available from the final payment received from my firm's client.

Prior to sending the payment, however, we must receive written confirmation from Capital One and any of your affiliate firms or individuals for review by our advisors. Without a legally binding settlement letter, I will must include previous letters to Capital One (copies attached) in our applications for credit. The US Small Business Administration and Internal Revenue Service have been copied to demonstrate my good faith efforts to resolve this eight year old debt that was charged off April 28, 2007.

Trish, I appreciate your efforts that resulted in Capital One reversing their decision in the August 1, 2013 letter and allow you to intercede in an attempt to resolve this. You have made a stellar effort and it is now in the hands of Capital One senior management. The original attorney who handled this, and duplicitously initiated the judgment, worked for Arthur Nudelman of Nudelman, Nudelman and Zeiring (see attachments). You indicated the current attorney of record is Keith Golub of Nudelman Klemm & Golub PC. Again, based on past actions I no longer trust, nor am I willing to work with, any firm with which Arthur Nudelman is affiliated. I cannot afford an attorney to intervene. I hope that Capital One will step up, if necessary, and right this wrong.

I trust we can finally settle this account. Please send your response to me via facsimile at 888-

[REDACTED]

[REDACTED]
Veronica Williams

attachments

cc: Mr. Richard Fairbank, Founder, Chairman & CEO, Capital One via facsimile to [REDACTED]
Ms. Sancho c/o Danny Wertel, Principal Deputy Commissioner, IRS via email [REDACTED]
Mr. Kevin Payne, Supervisory Loan Officer, SBA Disaster Loan Assistance via email [REDACTED]

RE: Disaster Loan Application No.: 1000219393



ATTACHMENT VI cont'd.
Capital One Judgment Awarded Without Notice
Awarded *Without My Knowledge While I Honored Repayment Plan*
To Download These Two Letters [Click Here](#)

SUMMARY AND LIST OF ATTACHMENTS

EFFORTS TO SETTLE DEBT WITH CAPITAL ONE

ACCOUNT NUMBER	COLLECTION REPRESENTATIVE	STATUS
4121 7426 5028 0723	Nudelman, Nudelman & Zeiring	RENEGED ON 9/29/09 SETTLEMENT
4121 7416 3523 0399		ACCOUNT NOT SETTLED
4791 2424 1607 2877	Northland Group	SETTLED 10/17/09
4155 5720 7673 4857	Capital One Recovery Cheterie Cunningham	SETTLED 10/8/09
4155 5720 7673 4857	Northland Group	SETTLED 12/4/09
4155 5720 7673 4857	Northland Group	SETTLED 12/10/09

ATTACHMENTS

PRESENTED IN ORDER LISTED IN DOCUMENT

ADDRESSED TO	FROM	DATE
Mr. Richard Fairbank Founder, Chairman, and Chief Executive Officer Capital One 15000 Capital One Drive Richmond, VA 23238	Veronica Williams	June 24, 2013
Veronica Williams, PO Box 978, South Orange, NJ	Capital One	August 1, 2013
Capital One and all other creditors	Veronica Williams	March 31, 2009
CapitalOne, P.O. Box 70884, Charlotte, NC 28272-0884	Veronica Williams	March 1, 2009
CapitalOne, P.O. Box 70884, Charlotte, NC 28272-0884	Veronica Williams	September 14, 2008
CapitalOne, P.O. Box 70884, Charlotte, NC 28272-0884	Veronica Williams	September 14, 2008
CapitalOne, P.O. Box 70884, Charlotte, NC 28272-0884	ACT Inc.	September 14, 2008
CapitalOne, P.O. Box 70884, Charlotte, NC 28272-0884	Veronica Williams	June 2, 2008
CapitalOne, P.O. Box 26074, Richmond, VA 23260	Veronica Williams	April 26, 2008
CapitalOne, P.O. Box 70884, Charlotte, NC 28272-0884	Veronica Williams	September 14, 2008
CapitalOne, P.O. Box 70884, Charlotte, NC 28272-0884	Veronica Williams	June 2, 2008
CapitalOne, P.O. Box 26074, Richmond, VA 23260	Veronica Williams	April 26, 2008



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Absolute Computer Technologies, Inc.

ACT Request Reconsideration of Loan Application

IRENE #4021 Business Loan Application:

SBA Reference Number: # 1000115934

Page 16 of 24

ATTACHMENT VI cont'd.
Capital One Judgment Awarded Without Notice
Awarded *Without My Knowledge While I Honored Repayment Plan*
To Download These Two Letters [Click Here](#)

Veronica Ann Williams

Mailing Address: P.O. Box 978 ✦ South Orange, NJ 07079-0978
Residence – NO MAIL: 541 Scotland Road ✦ South Orange, NJ 07079-3009

June 24, 2013

Mr. Richard Fairbank
Founder, Chairman, and Chief Executive Officer
Capital One
15000 Capital One Drive
Richmond, VA 23238

Subject: Remove Invalid Judgment from Veronica Williams' Credit Reports
Account No. 4121 7426 5028 0723

Re: Capital One Bank (USA), N.A. vs. Veronica Williams
Your File No: NN50466
Docket No.: DC-022606-09 (on file with the Superior Court of New Jersey)

Sent via facsimile to Fax 888-250-3021

Dear Mr. Fairbank:

The firm that represented Capital One engaged in deceptive practices and acted in bad faith. The result was substantial health and financial injury to me and my company. At the very least, Capital One should have the judgment vacated and the debt forgiven.

Please send written confirmation of the vacated judgment and zero balance on this account to me via facsimile at [REDACTED] or email to [REDACTED]

Thank you ✓
[REDACTED]

Veronica Williams

attachments



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Absolute Computer Technologies, Inc.

ATTACHMENT VI cont'd.
Capital One Judgment Awarded Without Notice
Awarded *Without My Knowledge While I Honored Repayment Plan*
To Download These Two Letters [Click Here](#)

Veronica Ann Williams

Mailing Address: P.O. Box 978 ✦ South Orange, NJ 07079-0978
Residence – NO MAIL: 541 Scotland Road ✦ South Orange, NJ 07079-3009

June 24, 2013

TransUnion P.O. Box 6790 Fullerton, CA 92834 File# 193083666	Experian P.O. Box 9530 Allen, TX 75013 File# 0068602061	Equifax P.O. Box 740241 Atlanta, GA 30374 File# 8211057701
--	---	--

Subject: Remove Invalid Judgment from Veronica Williams' Credit Reports

Re: Capital One Bank (USA), N.A. vs. Veronica Williams
Your File No: NN50466
Docket No.: DC-022606-09 (on file with the Superior Court of New Jersey)

Dear Sir/Madam:

The judgment by Capital One is not valid and should be removed from my credit reports immediately. I expect that Capital One will take immediate steps to have this judgment vacated.

I was never notified of the court action nor the date of this action. The greater injustice is that Arthur Nudelman repeatedly failed to confirm that they had legal jurisdiction over my debt. Negotiated a repayment plan in good faith and made all payments to Capital One (the legitimate holder of the debt). The repayment plan is provided in Attachment II.

DATE	PAYMENT
12/15/2009	\$145.00
11/26/2009	\$145.00
10/8/2009	\$ 50.00
PREVIOUS PAYMENTS	
7/24/2008	\$ 30.00
6/12/2008	\$ 30.00

Capital One has confirmed receipt of all payments (Attachment I).

I had several conversations with Greg Moore of Nudelman, Nudelman & Ziering and told him repeatedly I was sending the agreed upon payments to Capital One and would only make checks payable to Arthur Nudelman after they or Capital One provided me written confirmation that Arthur Nudelman or his firm was legally entitled to collect payments. They failed to do so and managed to get a judgment without notifying me.

As a result of their action of Arthur Nudelman and his firm, I suffered substantial financial losses and incredible stress. I was in the final stages of being reviewed for a security clearance for a Federal job and major task order against my Federal contract. The judgment was assessed one week before I was to be cleared. As a result of Arthur Nudelman and his firm's action, I lost the clearance, job, impending tasks orders and contract.

Please send copies of my corrected credit report to me via facsimile at 888-492-5864.

Thank you



Veronica Williams

attachments

cc: Richard Fairbank, Founder, Chairman, and Chief Executive Officer, Capital One
Greg Moore, Nudelman, Klemm & Golub via email [g \[redacted\]](#)



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Absolute Computer Technologies, Inc.

ACT Request Reconsideration of Loan Application

IRENE #4021 Business Loan Application:

SBA Reference Number: # 1000115934

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ATTACHMENT VI cont'd.
Capital One Judgment Awarded Without Notice
Awarded *Without My Knowledge While I Honored Repayment Plan*
To Download These Two Letters [Click Here](#)

Veronica Ann Williams

Mailing Address: P.O. Box 978 ◀ South Orange, NJ 07079-0978
Residence – NO MAIL: 541 Scotland Road ◀ South Orange, NJ 07079-3009

ATTACHMENT I

06/13/2013 THU 8:30 PM 8345881687 Capital One

06/13/2013



PO Box 3085
Salt Lake City, UT 84104-0285

June 13, 2013

Veronica Williams
PO Box 978
South Orange NJ 07079

Re: XXXXXXXXXXXXXXX0123
case #: 10001910328950
fax # 888-492-9864

Dear Veronica Williams:

Thank you for your recent inquiry.

This is to confirm the payments that posted to your account: \$145.00 on 12/15/2009, \$145.00 on 11/26/2009 and \$50.00 on 10/06/2009. There were no payments that posted to your account on 07/24/2009 and 08/12/2009. However, a \$30.00 payment posted on 07/24/2008 and a \$30.00 payment posted on 06/12/2008. If you need additional information please give us a call.

If you have any questions, or need any additional information, please give MCO a call at 800-268-1706.

Sincerely,

Capital One Service, LLC



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Absolute Computer Technologies, Inc.

ATTACHMENT VI cont'd.
Capital One Judgment Awarded Without Notice
Awarded *Without My Knowledge While I Honored Repayment Plan*
To Download These Two Letters [Click Here](#)

Veronica Ann Williams

Mailing Address: P.O. Box 978 + South Orange, NJ 07079-0978
Residence - NO MAIL: 541 Scotland Road + South Orange, NJ 07079-3009

September 26, 2013

Mr. Richard Fairbank
Founder, Chairman, and Chief Executive Officer
Capital One
15000 Capital One Drive
Richmond, VA 23238

Subject: CONTINUED Effort to Remove Invalid Judgment against Veronica Williams and Settle
Account No. 4121 7426 5028 0723

Re: Capital One Bank (USA), N.A. vs. Veronica Williams
Docket No.: DC-022606-09 (on file with the Superior Court of New Jersey)

Sent via facsimile to Fax 888-259-3021 total of 5 pages

Dear Mr. Fairbank:

I did not receive a response to the attached correspondence sent to the Capital One Office of Executive Resolution, so I am addressing this request to you.

Capital One should repair the damage to my credit caused by the duplicitous and egregious actions of its creditors and internal recovery department.

Capital One sent The Northland Group after me while Capital One's Internal Recovery Dept. pursued me to collect money for the same account - at the same time. I was so determined to do my best to honor and settle my debts that I did not realize I had paid and settled the same account with Northland and with Capital One until I prepared last week's letter. Capital One should pay Nudelman et. al. the money they want or intervene to do what is necessary to reverse the judgment and close my account with written notice to all collection agencies that this account has been "settled without an outstanding balance".

Here are snapshots of what I described:

EFFORTS TO SETTLE DEBT WITH CAPITAL ONE

ACCOUNT NUMBER	COLLECTION REPRESENTATIVE	STATUS
4121 7426 5028 0723	Nudelman, Nudelman & Zeiring	RENEGED ON 9/26/09 SETTLEMENT ACCOUNT NOT SETTLED
4781 2424 2607 2677	Northland Group	SETTLED 20/11/09
4155 5730 7673 4657	Capital One Recovery Cherise Cunningham	SETTLED 20/8/09
4155 5730 7673 4657	Northland Group	SETTLED 12/14/08
4155 5730 7673 4657	Northland Group	SETTLED 12/30/09

Copies of the letter that includes the chart above, and other documents, are available upon request.

I look forward to a final resolution to all Capital One accounts. Please send written confirmation via facsimile to 888-492-5864.

Thank you, 



attachments

cc: Capital One Office of Executive Resolution, Attn. Patricia Dumas via email



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Absolute Computer Technologies, Inc.

ATTACHMENT VI cont'd.
Capital One Judgment Awarded Without Notice
Awarded *Without My Knowledge While I Honored Repayment Plan*
To Download These Two Letters [Click Here](#)

Veronica Ann Williams

Mailing Address: P.O. Box 978 ✦ South Orange, NJ 07079-0978
Residence - NO MAIL: 541 Scotland Road ✦ South Orange, NJ 07079-3009

ATTACHMENT I



No. 7318 P. 2/3

Wednesday, December 02, 2009

Veronica Williams
P.O. Box 978
South Orange, NJ 07079

Re: Your account number: 415557207573-4857
Customer number: 697281319
Creditor: Capital One

Dear Veronica Williams

Thanks for your payment of \$407.86, which we received on 10/09/09. This payment settles your Capital One account, and we'll stop collection efforts on the remaining balance.

We'll notify the following credit reporting agencies that your account has been settled with an outstanding balance:

Experian P.O. Box 1385 Allen, TX 75013 1-888-397-3742 www.experian.com	Equifax P.O. Box 140296 Atlanta, GA 30374 1-800-685-1111 www.equifax.com	TransUnion Corporation P.O. Box 2000 Cherry, PA 15022 1-800-888-4213 www.transunion.com	Innovis P.O. Box 1534 Columbus, OH 43216 1-800-540-2505 www.innovis.com
---	---	--	--

The credit reporting agencies may take up to 30 days to update the information on your credit report. You can contact the agencies directly if you have questions. Please note that for your benefit, we may review your credit report to assure that this account has been updated properly.

If you have questions about your account, please give us a call at 1-800-258-0311. Our office hours are 8am to 8pm Eastern Time, Monday through Friday.

Thanks for paying your outstanding balance.



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Absolute Computer Technologies, Inc.

ACT Request Reconsideration of Loan Application
IRENE #4021 Business Loan Application:
SBA Reference Number: # 1000115934
Page 21 of 24

ATTACHMENT VII
Absolute Computer Technologies, Inc.
Certificate of Reinstatement

Fax:

Jan 23 2013 02:27pm P002/002

STATE OF NEW JERSEY
DEPARTMENT OF TREASURY
CERTIFICATE OF REINSTATEMENT - ANNUAL REPORTS

ABSOLUTE COMPUTER TECHNOLOGIES, INC.
0100305142

A DOMESTIC PROFIT CORPORATION

WHEREAS the above-named business entity did on the 23rd day of January, 2013, satisfy all requirements for reinstatement as set forth in the laws of this State, I, the Treasurer of the State of New Jersey do hereby issue this certificate authorizing the same to continue its business and resume the exercise of its functions.



IN TESTIMONY WHEREOF, I have
hereunto set my hand and
affixed my Official Seal
at Trenton, this
23rd day of January, 2013

Andrew P Sidamon-Eristoff
State Treasurer

Certificate Number: 127204251

Verify this certificate online at

https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp



We Turn Technology
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Absolute Computer Technologies, Inc.

ACT Request Reconsideration of Loan Application
IRENE #4021 Business Loan Application:
SBA Reference Number: # 1000115934
Page 22 of 24

ATTACHMENT VIII Notified Federal Authorities of Identity Fraud

Veronica Ann Williams

Mailing Address: P.O. Box 978 ✦ South Orange, NJ 07079-0978
Residence - NO MAIL: 541 Scotland Road ✦ South Orange, NJ 07079-3009

May 22, 2012

Mr. Douglas Shulman
Commissioner
Internal Revenue Service
1111 Constitution Ave., N.W.
Washington, DC 20224

Mr. John Berry
Director
United States Office of Personnel Management
1900 E Street, NW
Washington, DC 20415

Subject: Identity Theft of Veronica Williams ✦ April 19, 2012 ✦ SSN 579-74-4037

Sent via email to John Berry, Dorothy Becones (for D. Shulman)

Dear Mr. Shulman & Mr. Berry,

I have just learned that I was the victim of identity theft and need your intervention to resolve the problem.

I have no doubt that my identity was recently stolen by one or more persons who had access to recent tax returns filed or Federal job applications. There has been little or no opportunity to access the information stolen through other means.

I have the knowledge and credentials to explain why and provide validation. **You must act right now.** This person or group has recently received or is waiting for stolen Federal funds. I also trust you will use my case to track and stop these and other identity thieves.

I will respond to a single person whom I can validate and is assigned to my case. I will release my social security number, IRS Form 14039 and other personal information required to that person. I can be reached by phone at 202-486-4565 or via email at VWtemp@OfficeThatWorks.com. I shall await contact from your office.

Thank you in advance,

Veronica Williams

Veronica Williams

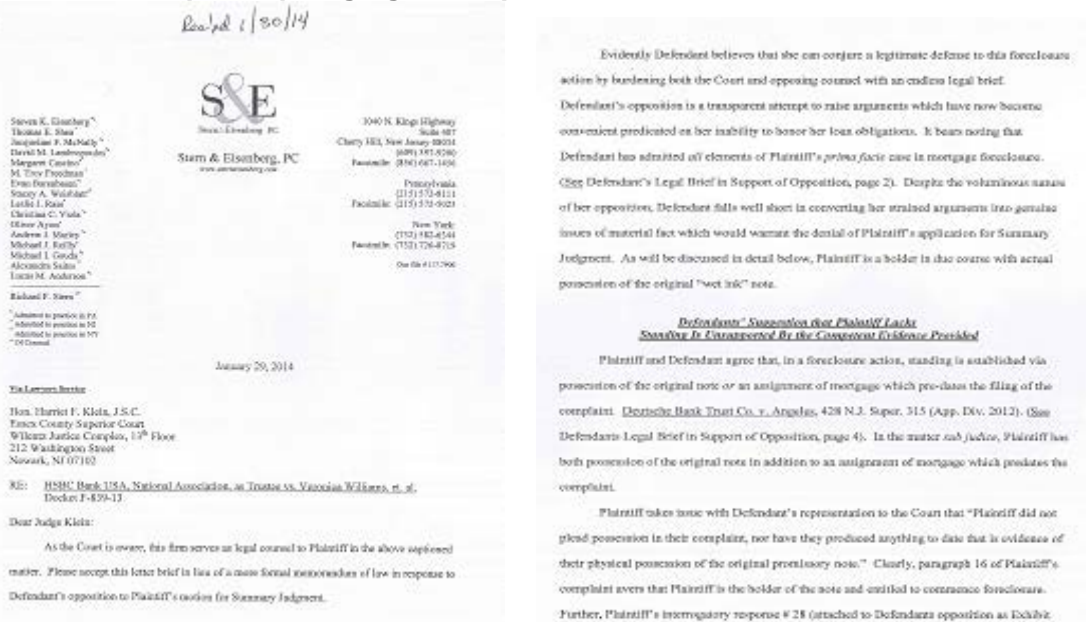
ATTACHMENT IX

Character Assassination is Dominant Strategy of Defendants' Attorneys Plaintiff's Is Of Strong Character and Has Been Vetted Extensively

Veronica A. Williams, Plaintiff and an upstanding member of the community, has been maligned and disrespected by Defendants' Attorneys. We have not yet completed our review of disparaging remarks against the Plaintiff. Many documents have been filed by at least 6 law firms since 2009. For a complete list of firms click here XXX. Recent documents that unfairly demean the Plaintiff include:

Disrespected & Character Assassination by Defendants' Attorneys

While there was multiple disparaging correspondence, one of the most offensive & insulting is:



Rec'd 1/30/14

S&E
Stern & Eisenberg, PC
www.sternand Eisenberg.com

3040 N. Kings Highway
Suite 407
Cherry Hill, New Jersey 08034
(856) 681-5280
Fax: (856) 681-1456

Prizyvala
(212) 370-8111
Facsimile: (212) 370-9021

New York
(212) 482-6244
Facsimile: (212) 726-8723
Our file # 1117900

Steven K. Gausberg
Thomas E. Shaw
Josephine F. McNulty
David M. Lambropoulos
Margaret Carleton
M. Tim Friedman
Evan Farnsworth
Spencer A. Wajsbort
Laurie L. Posa
Christina C. Viola
Ellen Aym
Andrew J. Morley
Michael J. Kelly
Michael J. Conde
Alexandra Sabin
Lucia M. Anderson

Richard F. Kline
Admitted to practice in NY
Admitted to practice in NJ
Admitted to practice in NY
NY General

January 29, 2014

The Honorable Justice
Hon. Herbert F. Klein, J.S.C.
Essex County Superior Court
William Justice Complex, 13th Floor
212 Washington Street
Newark, NJ 07102

RE: HSHC, Bank USA, National Association, as Trustee vs. Veronica Williams, et al.
Docket # 13-03-13

Dear Judge Klein:

As the Court is aware, this firm serves as legal counsel to Plaintiff in the above captioned matter. Please accept this letter brief in lieu of a more formal memorandum of law in response to Defendant's opposition to Plaintiff's motion for Summary Judgment.

Evidently Defendant believes that she can conjure a legitimate defense to this foreclosure action by burdening both the Court and opposing counsel with an endless legal brief. Defendant's opposition is a transparent attempt to raise arguments which have now become convenient predicated on her inability to honor her loan obligations. It bears noting that Defendant has admitted all elements of Plaintiff's *prima facie* case in mortgage foreclosure. (See Defendant's Legal Brief in Support of Opposition, page 2). Despite the voluminous nature of her opposition, Defendant fails well short in converting her strained arguments into genuine issues of material fact which would warrant the denial of Plaintiff's application for Summary Judgment. As will be discussed in detail below, Plaintiff is a holder in due course with actual possession of the original "wet ink" note.

Defendants' Suspension Over Plaintiff's Lack of Standing Is Unwarranted By the Government Evidence Provided

Plaintiff and Defendant agree that, in a foreclosure action, standing is established via possession of the original note or an assignment of mortgage which pre-dates the filing of the complaint. *Deutsche Bank Trust Co. v. Anglo*, 428 N.J. Super. 315 (App. Div. 2012). (See Defendant's Legal Brief in Support of Opposition, page 4). In the matter *sub judice*, Plaintiff has both possession of the original note in addition to an assignment of mortgage which predates the complaint.

Plaintiff takes issue with Defendant's representation to the Court that "Plaintiff did not plead possession in their complaint, nor have they produced anything to date that is evidence of their physical possession of the original promissory note." Clearly, paragraph 16 of Plaintiff's complaint avers that Plaintiff is the holder of the note and entitled to commence foreclosure. Further, Plaintiff's interrogatory response # 28 (attached to Defendant's opposition as Exhibit

1/29/14 CharacterAssasin_Williams-Lambropoulos-PL Memo-inResp-to-Def-Opp-to-PL-MSJ.pdf [To View Full Doc Click Here](#)

OTHER INSULTING CORRESPONDENCE

10/30/13 CharacterAssasin_To-O'Donnell-Response-to-Friv-Lit.pdf [To View Doc Click Here](#)

11/18/13 CharacterAssasin_From-Lambropoulos-SE-Reply-in-Further-Supp-M-to-Dismiss.pdf [To View Doc Click Here](#)

12/11/13 CharacterAssasin_PI-MSJ-w-out-Exhibits.pdf [To View Doc Click Here](#)

Ironically, the defendants – financial firms– have retained legal counsel that do not display a sound understanding of finance.

Williams' commendations continue. Most recently, Williams has been recognized by:

FINRA and The HL Carey Center at St. John University's Law School [click here](#)

The Financial Industry Regulatory Authority (FINRA) and The Hugh L. Carey Center for Dispute Resolution

Molson MBA International Case Competition [click here](#)

Marquis' Who's Who in the World [click here](#) & Who's Who in America [click here](#)

Williams:"I have always carried myself and taken great pride in having the upmost integrity. While I can cite numerous examples of being vetted and recognized for my character and honor, here are just a few":

ORGANIZATION & POSITION	DESCRIPTION	DATE
FINRA Arbitrator	Successfully underwent extensive review, evaluation and investigation to become an arbitrator for the Financial Industry Regulatory Authority.	Since 2009
Women Who	Acclaimed panel and their supporting team scrutinized leading business women	1999

ORGANIZATION & POSITION	DESCRIPTION	DATE
Mean Business	in the US and Canada. I was one of the 75 selected & featured in this book.	
Member of Microslate Board of Directors	I was the focus of an extensive and thorough investigation by this renown international manufacturing firm. I was the only foreigner, woman and minority voted in as a member of their Board of Directors. Our Board oversaw a major acquisition and also chaired the compensation committee.	1998 – 2003 est.
COMDEX Board of Advisors COMDEX Media Board	I was selected and provided advisory services to the largest commercial IT event company for more than 5 years. A sitting US President attended the pavilion I created, orchestrated and led. This meant passing a Secret Service review. I also made several media appearances on their behalf.	1994-2002
US Public Trust	I held a US Public Trust (consulted to the National Archives) and passed two investigations by the US Dept. Homeland Security to attend confidential, private briefings. I also was cleared to review strategic information and deliver strategic and custom designed solutions for the US Army with admittance to multiple military bases. <i>I was in the final stage to receive a US Security Clearance until Goldman Sachs and Litton Loan defrauded me, an action condoned by HSBC in writing.</i>	2008
US Department of Defense (DoD)	Recommended by the DoD – OSD – I served as an early contributor to GIG development process as member of DoD Industry Council supported by NDIA/AFEI, DISA and major Federal contractors. With a reputation of high integrity, my company was the only small firm without a DoD task Order invited to attend.	2003 – 2008 est.
Marquis Who's Who	Recognized since 1988 in over 38 publications. Since Marquis Who's Who® is the premier publisher of biographical information used by thousands of public, academic and corporate libraries around the world. Marquis' Who's Who in America® has remained the definitive biographical reference work since 1899, chronicling the lives and accomplishments of men and women in every field of endeavor. Marquis Who's Who LLC is a wholly owned subsidiary of News Communications, Inc, which also owns The Hill and National Register Publishing. For more information, please visit www.marquiswhoswho.com	1994 to current
PMI PgMP credential holder	Successfully completed extensive and thorough evaluation and review to earn the PgMP credential , held by less than 1,000 worldwide. Continues to comply with expertise and ethics standards to maintain credential.	2009
Rotary International	I served as a two-term President of the Orange Rotary. Rotary International brings together a global network of volunteer leaders dedicated to tackling the world's most pressing humanitarian challenges. Rotary connects 1.2 million members of more than 34,000 Rotary clubs in over 200 countries and geographical areas. Their work improves lives at both the local and international levels, from helping families in need in their own communities to working toward a polio-free world. For more information, visit Rotary.org .	2004-06
Recommendations and Commendations	I have received countless recommendations over the years for my contributions and accomplishments. Many can be found online at www.VeronicaWilliams.com , LinkedIn and http://www.the5ps.com/Brand . Many written letters are available including letters from fellow arbitrators.	Lifetime

Additional validation may be found at www.VeronicaWilliams.com.



We Turn Technology
... into Value

Absolute Computer Technologies, Inc.

Management Consulting ♦ Technology Services ♦ Advisory

ACT, Inc., South Orange, NJ and Washington, DC

MAILING ADDRESS: P.O. Box 978, South Orange, New Jersey 07079-0978

Phone 973-762-4100 & 202-486-0700 ♦ Fax 888-492-5864 ♦ www.ACT-IT.com

January 27, 2015

SBA Reconsideration Department
U. S. Small Business Administration
Disaster Assistance
Processing and Disbursement Center
14925 Kingsport Rd
Fort Worth, TX 76155

Re: SANDY #4086 Business Loan Application: SBA Reference Number: # 1000219393

Sent via email to DisasterCustomerService@sba.gov

Dear Ms. Meaney,

We are appealing the denial of our SBA loan application (Attachment I).

After realizing the magnitude of my health decline caused by these events, the IRS waived all fees Sept. 16, 2014 (Attachment II). The Superior Court of NJ awarded me a default judgment against Litton Loan, Goldman Sachs, HSBC, Ocwen et. al. on Nov. 17, 2014 upon hearing my position and viewing invalid documents from the attorneys. This document presents extensive evidence that refutes the reasons for denying our loan. I believe in standing up for truth and fairness, no matter who the opponent.

ACT Inc. has had multiple contracts just in the last two years that could have opened new revenue streams if we had adequate financing. My case with the Superior Court of New Jersey Essex Docket L-004753-13 shows how the defendants brought our firm's revenue to a grinding halt and imposed life threatening damage to my health. Reasons to approve our loan application are presented in Attachment III.

The Discovery document submitted to the court (Attachment IV) shows a systemic and systematic pattern of deception that caused the precipitous loss of revenue by ACT Inc. While there was a glimmer of hope in 2009, and again in 2012, the firms involved have moved aside the first six law firms they retained to defeat me (see Discovery Ex47: [PROOF](#)) and lined up behind Duane Morris LLP. to avoid taking responsibility for their actions.

The draft motion for a proof hearing shows why: honoring their agreement with me could set the stage for additional losses including their \$100B (estimate) mortgage portfolio to come tumbling down (Attachment V).

The summarized reasons supporting this request are presented in Attachments V, VI, VII, VIII and IX.

The following pages show the SBA's denial of our loan application and why the denial should be reversed. If you have any questions feel free to contact me by phone at 973-762-4100 or by email at .

Thank you,

Veronica Williams
President

attachments

cc: S. Seiden, Duane Morris LLP with attachments I – V (17 pages)
Appeals Section, IRS with attachments I – V (17 pages)
Lloyd Blankfein, CEO, Goldman Sachs with attachments I – V (17 pages)
Patrick J. Burke, President and Chief Executive Officer, HSBC with attachments I – V (17 pages)
William Erby, Executive Chairman, Ocwen Financial Corporation with attachments I – V (17 pages)

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	Attachment II – IRS Removes Penalties	6
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ATTACHMENT I



U.S. SMALL BUSINESS ADMINISTRATION
Disaster Assistance
Processing and Disbursement Center
14925 Kingsport Road
Fort Worth, Texas 76155

800-659-2955
Hearing Impaired
800-877-8339

September 3, 2013

VERONICA WILLIAMS, PRESIDENT
ABSOLUTE COMPUTER TECHNOLOGIES, INC.
PO BOX 978
SOUTH ORANGE, NJ 07079

SCANNED
SEP 04 2013

RE: Disaster Loan Application No.: 1000219393

Dear Ms. Williams:

In response to your request for reconsideration of your previously declined disaster loan, we have thoroughly reviewed all of your new and previously provided information. With your reconsideration request you submitted 189 pages of documentation including but not limited to the following:

With your reconsideration request you submitted 189 pages of documentation including but not limited to the following:

1. Civil actions filed against Litton Loan Servicing, HSBC Bank USA, Fremont Home Loan Trust 2006-C Mortgage-Backed Certificates Series 2006-C, Goldman Sachs, Ocwen loans, Stern & Eisenberg and PC Powers Kirn, LLC asserting predatory actions.
2. Copies of the formal requests to remove judgments for Capital One and CRAs.
3. Statements of Civil action in process against Capital One for refusing to remove their Judgment against you.
4. Copy of the Superior Court of New Jersey Vacated Default regarding the foreclosure against HSBC Bank USA, National Association As Trustee for Fremont Home Loan Trust 2006-C, Mortgage-Backed Certificates, Series 2006-C.
5. A detailed listing of the "Pattern of Deceit" offering a chronological record of adverse credit events and your reaction to these events.
6. A 14 year, detailed chronological record of personal events and their impact upon your ability to repay debt.
7. Copies of Litton Loan Servicing Modification Confirmation documentation along with copies of submitted checks paid to Litton Loan from Veronica A. Williams.
8. Statement dated May 12, 2010 from FEMA regarding a retracted job offer.
9. Order vacating judgment and execution, dismissing foreclosure proceedings and reinstating bond/note and mortgage for the HSBC Bank USA mortgage.

Although we made every effort to approve your loan request, we are unable to offer you a disaster loan for the following reason(s):

ATTACHMENT I cont'd.

Absolute Computer Technologies, Inc.
1000219393

Lack of repayment ability

Our analysis of all the information provided with your loan application concluded your income is insufficient to repay a disaster loan in addition to your existing debts, living expenses, taxes, insurance, and other obligations.

Not Eligible

We have reason to believe unreported income exists based on documentation received by the IRS. Wage transcripts received from the IRS show Unemployment Compensation of \$22,776 received by Veronica A. Williams in tax year 2011 that was not reported on her personal 1040 federal tax returns.

Unsatisfactory credit history

Our evaluation of your credit report and related information indicates that you have not complied with the terms of your prior debt obligations. As a result, we lack reasonable assurance of your willingness or ability to comply with the terms of a disaster loan. We based this decision on information obtained from EQUIFAX P.O. Box 740241 Atlanta, GA 30374 Phone: 1-800-685-1111.

Economic injury is not substantiated

The sole purpose of an Economic Injury Disaster Loan (EIDL) is to help a small business meet its working capital requirements during the disaster-affected period until normal operations resume. Economic injury is a negative change in the financial condition of a small business concern that is directly attributable to the effects of the declared disaster. This change in financial condition must result in the business being unable to meet its obligations as they mature or to pay ordinary and necessary operating expenses.

Generally, we measure economic injury by comparing the gross margins generated by the business during the period affected by the disaster to those generated in similar, non-disaster periods. The differences show the disaster's financial impact on the business' operations. Next, we determine the amount of funds the business and its owners need until normal operations resume. Finally, we compare the disaster's impact on operations with the identified financial needs. The smaller of these two amounts is the business' maximum economic injury eligibility. Economic injury disaster loans cannot exceed the financial requirements the business and its owners could have covered had there been no disaster.

In your case, Gross Revenue claimed after the disaster greatly exceeds historical sales for the same period.

If you disagree with our decision, you have the right to request reconsideration. Your request must:

1. Be in writing and be received by this office **WITHIN 90 DAYS** from the date of this letter.
2. Contain significant new information that you believe will overcome the decline reason(s).
3. Include a completed, signed and dated (with current date), Tax Information Authorization, IRS Form 8821. The form may be obtained from the IRS at www.irs.gov or you may contact our Customer Service Center at 1-800-659-2955.
4. Contain current financial statements (dated **within 90 days**).



ATTACHMENT I cont'd.

Absolute Computer Technologies, Inc.
1000219393

If you have any questions about this action, please contact our office at the above address or the toll free number.

Sincerely,

Kevin Payne,
Supervisory Loan Officer

The Federal Equal Credit Opportunity Act, 15 U.S.C. § 1691, prohibits creditors from discrimination against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Protection Act. The Federal agency that administers compliance with this law concerning this creditor is the Consumer Response Center, Federal Trade Commission, Washington, D.C. 20580.



ATTACHMENT II

Internal Revenue Service

PO Box 1190
Ogden, UT 84402

Date: September 16, 2014

ABSOLUTE COMPUTER TECHNOLOGIES INC
PO BOX 978
SOUTH ORANGE NJ 07079-0978

Department of the Treasury

Person to Contact:

Jerri L Gibson
Employee ID
Number: 1000142994
Tel: 1-801-620-3360
Fax: 1-855-857-5865
Contact Hours: 8 am to 4 pm

In Re:

Penalty Appeals

Amount of Assessed Penalty(s):

\$2,730.00

I.R.C. Section(s):

6699 Failure to File Form 1120S

Tax Period(s) Ended:

12/2011 & 12/2012

Dear Ms. Williams:

I completed my review of your request to adjust the penalties assessed against you. Based on the information submitted, I am pleased to advise you the penalties will be abated (removed) in full. When this action has been completed, you will receive an adjustment notice from the Service Center, which originally assessed the penalty.

If you have any additional questions, please contact me at the telephone number listed above.

Sincerely,


Jerri L Gibson
Appeals Tax Specialist

ATTACHMENT III

Reasons to Approve Loan Application

To be sure, I've had challenges in my life that many cannot imagine, much less handle. But I've met them head-on and have worked hard to prevail. So when I finally succeeded in positioning my firm to achieve a 40-year goal of closing task orders against a Federal Supply Schedule that took many years to earn, I will not sit back after losing it to deception. The reasons for denial are primarily attributable to problems that occurred as a result the deception by a few financial firms. The other reasons appear to be due to my decision to take legal action against these firms.

SANDY #4086 Business Loan Application: SBA Reference Number: # 1000219393	
REASON FOR DENIAL	WHY DENIAL IS NOT JUSTIFIED
1. Civil actions filed against Litton Loan Servicing, HSBC Bank USA, Premont Home Loan Trust 2006-C Mortgage-Backed Certificates Series 2006-C, Goldman Sachs, Ocwen loans, Stem & Eisenberg and PC Powers Kim, LLC asserting predatory actions.	The Superior Court of NJ awarded me a default judgment Nov. 17, 2014 upon hearing my position and viewing invalid documents from the attorneys. The evidence is clear and compelling. The Discovery document (Attachment IV) and draft of the Motion for Proof Hearing (Attachment V) are included in this document.
2. Copies of the formal requests to remove judgments for Capital One and CRAs.	Upon viewing the proof that I was paying in accordance with the repayment plan established with Capital One representative, Capital One and their representative agreed to remove the judgment once I pay (see Attachment VI). I will as soon as ACT Inc. re-establishes income.
3. Statements of Civil action in process against Capital One for refusing to remove their Judgment against you.	I did not have a Civil action against Capital One and always intended to reach a resolution with them first. Although legal judgment was gained against me without my knowledge, the size of the debt did not justify a legal response. See response to Reason 2 above & the last 2 letters sent to Capital One (see Attachment VI).
4. Copy of the Superior Court of New Jersey Vacated Default regarding the foreclosure against HSBC Bank USA, National Association As Trustee for Fremont Home Loan Trust 2006-C, Mortgage-Backed Certificates, Series 2006-C.	Despite vacating the default against HSBC Bank, the defendants refused to discuss a resolution. Evidence is included in Attachment III.
5. A detailed listing of the "Pattern of Deceit" offering a chronological record of adverse credit events and your reaction to these events.	The "Pattern of Deceit" is truthful and accurate.
6. A 14 year, detailed chronological record of personal events and their impact upon your ability to repay debt.	This history shows my ability to repay under adverse situation. All debts were repaid except the firms that took unfair actions. I have worked out a resolution with Capital One and had to resort to court action when the defendants in Case refused to discuss a resolution.

<p>7. Copies of Litton Loan Servicing Modification Confirmation documentation along with copies of submitted checks paid to Litton Loan from Veronica A. Williams.</p>	<p>This is a reason that we <i>SHOULD NOT</i> have been denied.</p>
<p>8. Statement dated May 12, 2010 from FEMA regarding a retracted job offer.</p>	<p>This was one of the negative outcomes as a result of the defendants' actions. See Attachment IV.</p>
<p>9. Order vacating judgment and execution, dismissing foreclosure proceedings and reinstating bond/note and mortgage for the HSBC Bank USA mortgage.</p>	<p>This court awarded me a judgment against the defendants but the proof hearing has not been held. The Superior Court of New Jersey cases (Essex Docket L-004753-13 & Docket F-00839-13) are in my favor at this time but have not been concluded.</p>
<p>REASON FOR DENIAL</p>	<p>WHY IT IS NOT JUSTIFIED</p>
<p>Lack of repayment ability Our analysis of all the information provided with your loan application concluded your income is insufficient to repay a disaster loan in addition to your existing debts, living expenses, taxes, insurance, and other obligations.</p>	<p>The contract that would have supported the loan was ended because we did not have the funds to cover the cash flow necessary to carry the contract. We will not accept a loan until and unless our contracts will allow us to make all payments.</p>
<p>Not Eligible We have reason to believe unreported income exists based on documentation received by the IRS. Wage transcripts received from the IRS show Unemployment Compensation of \$22,776 received by Veronica A. Williams in tax year 2011 that was not reported on her personal 1040 federal tax returns.</p>	<p>A fraudulent federal tax return was filed for Tax Year 2011 using Veronica Williams' name and social security number (see Attachment VIII). I warned the IRS long before the refund check should have been mailed to the thief. Veronica was the victim of identity theft again in 2012. Despite numerous phone calls and letters, it took years to clear up the tax records of Veronica Williams and ACT Inc. The IRS waived the final fees for ACT Inc. Sept. 2014. All tax returns due for Veronica Williams and ACT Inc. have been filed. I have received closure from the IRS through the 2012 Tax Year and expect closure of Tax Year 2013.</p>
<p>Unsatisfactory credit history Our evaluation of your credit report and related information indicates that you have not complied with the terms of your prior debt obligations. As a result, we lack reasonable assurance of your willingness or ability to comply with the terms of a disaster loan. We based this decision on information obtained from EQUIFAX P.O. Box 740241 Atlanta, GA 30374 Phone: 1-800-685-1111.</p>	<p>I filed a legal complaint against the financial firms responsible for the decline in my credit. I was awarded a judgment by the Superior Court of New Jersey on Nov. 17, 2014. I am preparing a motion for the proof hearing to determine the amount of damages that I should receive. See Attachments IV and V.</p> <p>Most of Veronica Williams' and ACT's debt was retired during the fall of 2009 (see Attachment IV, Discovery Exhibit 14: Ex14: PROOF). All major credit reporting agencies have been notified of errors in Williams' report, to no avail. Williams' credit will not be repaired until the case against the financial firms has been settled or concluded. At that time, credit reports by Experian, Equifax and Trans Union will be corrected. Dun & Bradstreet information will also be reviewed.</p>

Economic injury is not substantiated

The sole purpose of an Economic Injury Disaster Loan (EIDL) is to help a small business meet its working capital requirements during the disaster-affected period until normal operations resume. Economic injury is a negative change in the financial condition of a small business concern that is directly attributable to the effects of the declared disaster. This change in financial condition must result in the business being unable to meet its obligations as they mature or to pay ordinary and necessary operating expenses.

Generally, we measure economic injury by comparing the gross margins generated by the business during the period affected by the disaster to those generated in similar, non-disaster periods. The differences show the disaster's financial impact on the business' operations. Next, we determine the amount of funds the business and its owners need until normal operations resume. Finally, we compare the disaster's impact on operations with the identified financial needs. The smaller of these two amounts is the business' maximum economic injury eligibility. Economic injury disaster loans cannot exceed the financial requirements the business and its owners could have covered had there been no disaster.

In your case, Gross Revenue claimed after the disaster greatly exceeds historical sales for the same period.

Our economic injury was primarily attributable to financial firms named in the complaint with the Superior Court of New Jersey. ACT was in a recovery when Hurricanes Irene and Sandy hit. Our sales cycles are 6 months to 2 years; our business cycles are 3 to 7 years. A business cycle starts with the initial sales effort and ends once the obligations have been delivered and all projects have been closed. Since our business and contract cycles typically last 5 years, it is not in accordance with financial analytical practices to view financial impact on an annual basis.

THE INFORMATION BELOW WILL BE COMPLETED ONCE THE SBA HAS ELIMINATED ALL PREVIOUS ISSUES.

If you measure economic injury by comparing the gross margins generated by the business during the period affected by the disaster to those generated in similar, non-disaster periods, the decline is **TBD** %.

Next, the amount of funds the business and its owners need until normal operations resume is determined by the contracts at the time that the loan would be accepted by ACT Inc.

Finally, the disaster's impact on operations with the identified financial needs is approximately **\$TBD**.

The smaller of the amount the business and owner needs and the disaster's impact, is the former/latter. ACT's maximum economic injury eligibility is therefore **\$TBD**.

IRENE #4021 Business Loan Application: SBA Reference Number: # 1000115934	
<p align="center">REASON FOR DENIAL</p>	<p align="center">WHY IT IS NOT JUSTIFIED</p>
<p>Unsatisfactory credit history As you are aware, your loan application was previously declined due to unsatisfactory credit history. Your letter indicated your credit issues were related to ongoing medical problems and a downturn in the economy. We have reviewed your Credit Bureau Report and all the accompanying documentation you have provided regarding the status of your credit and mortgage accounts. After a thorough review we conclude you have not provided sufficient information to overcome the decline for credit. Therefore, your loan remains declined.</p>	<p>I filed a legal complaint (Essex Docket L-004753-13) against the financial firms responsible for the decline in my credit. I was awarded a judgment by the Superior Court of New Jersey on Nov. 17, 2014. I am preparing a motion for the proof hearing to determine the amount of damages that I should receive. See Attachments IV and V.</p>
<p>Lack of repayment ability Our analysis of your historic Federal Tax Returns, 2011 year to date profit and loss statement and all the information provided with your loan application we concluded your income is insufficient to repay a disaster loan in addition to your existing debts, living expenses, taxes, insurance, and other obligations.</p>	<p>The contract that would have supported the loan was ended because we did not have the funds to cover the cash flow necessary to carry the contract. We will not accept a loan until and unless our contracts, and other sustainable profit, will allow us to make all payments.</p>
<p>Not eligible due to Policy Reasons Absolute Computer Technologies, Inc. is not in Good Standing with the New Jersey Department of Treasury, Division of Revenues. A legal entity which is not in Good Standing in the state in which it is organized and the state in which the disaster occurred is not eligible for disaster assistance.</p>	<p>Absolute Computer Technologies, Inc. was reinstated by the New Jersey Department of Treasury Jan. 23, 2013 (see Attachment VII). We should be in Good Standing with the New Jersey Department of Treasury, Division of Revenue.</p>

ATTACHMENT IV

Discovery Document Submitted to the Superior Court of New Jersey

(This attachment, Pages 12 – 16, provides links to documents; together they comprise the 750 page submission)

(To see the entire document filed with the court, [click here](#))

DISCOVERY INFORMATION FOR DOCKET NO. ESSEX-L-004753-13

A CIVIL ACTION

Veronica Williams, Plaintiff

vs.

Litton Loan Servicing, HSBC Bank USA, N.A., Fremont Home Loan Trust 2006-C Mortgage-Backed Certificates, Series 2006-C, Goldman Sachs, Ocwen, Superior Court of New Jersey * Law Division: Essex County

VERONICA WILLIAMS, Plaintiff v. LITTON LOAN SERVICING, HSBC BANK USA, N.A., FREEMONT HOME LOAN TRUST 2006-C MORTGAGE- BACKED CERTIFICATES, SERIES 2006-C; GOLDMAN SACHS; OCWEN, STERN & EISENBERG, PC, POWERS KIRN, LLC, Defendants.	SUPERIOR COURT OF NEW JERSEY LAW DIVISION: ESSEX COUNTY DOCKET NO.: ESX-L-004753-13 A Civil Action REQUEST TO ENTER DEFAULT
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In response to a request from the attorney representing all defendants (Stuart I. Seiden of Duane Morris), I (the Plaintiff) have prepared this document that further clarifies and streamlines the “1500 pages” Mr. Seiden said my former attorney gave to him. I believe this includes a subset of that information, with explanations to help him better understand this matter. In response to Mr. Seiden’s request, I assembled my proof in a timeline with further explanation, to help him understand what happened.

To help better understand this matter, Mr. Seiden’s clients can help explain the financials, operational, regulatory and other pertinent information.

A summary of what happened, with links to proof, is presented in the following pages.

SERIAL ERRORS, FRAUD, or BOTH?

SUMMARY

This document explains how a series of actions by the defendants caused the financial ruin and near death of Veronica Williams. Links to documents, video and audio files corroborate the explanation. Additional information can be provided to those with a need to know.

The following outline provides a chronological summary of how:

- A series of deceptive & fraudulent actions led to decimation of my income and health
- I have tried for 7 years to reverse the negative impact as the defendants dragged me through the mud and avoided taking responsibility for their actions
- Refusal to account for \$208,000 discrepancy in principal balance
- Am now trying to get my day in court, before a jury of my peers

More than 40 years of time, money and effort went into preparing my firm – ACT Inc. – for the impending orders on our US GSA contract. The new orders required that I consolidate my operations. To achieve this, I decided to sell my home. After listing my home 3 times between 2005 and 2007 ([PROOF](#)) without an offer over \$175,000, I decided to stay. My second option was to lower my cost of capital and operations costs by restructuring debt, a common practice. Several firms offered to refinance my mortgage, I chose Litton Loan.

CREATED DEBT RESTRUCTURE PLAN IN PREPARATION FOR IMPENDING ORDERS

2008 approached mortgage firms to refinance. Narrowed my choice to Chase & Litton (had just bought my loan)

- Chase offered 3% for both mortgages
- Had Several Conversations with Litton Loan
 - Told them of my concern: I refinanced in 2006 due to Litton Loan's bad reputation and recording payments late (**PROOF: &Ex1:Pmt-2005 & Ex2:Refinance**)
 - Litton Loan added about \$112,325 & Fremont added about \$95,675 to my principal (Ex3:**PROOF**)
 - I refinanced with **Fremont Loan** to escape Litton Loan (for mortgage history see Ex2:**PROOF**)
 - I ended up back with Litton Loan, so why accept a modification and stay with Litton??
 - Litton made compelling offer & said Goldman Sachs' ownership gave them new integrity
 - Litton told me they were now owned by Goldman Sachs and I did not have to worry
 - Litton assured me they would give me a modification if HAMP did not come through Ex4 **PROOF**
 - Even after "errors (returning my check, too many iterations of spreadsheet, countless phone calls) I was assured verbally & in writing that the modification would be confirmed upon receipt of my checks. (Ex5 **PROOF**)
 - I was further assured that the modification would be approved by HAMP or Litton Loan and the attached document was sent in error
- Litton reduced my mortgage principal but not enough (Ex3:**PROOF**)
- In addition to the amount Litton Loan had added to my principal, Fremont added about \$95,675 to my principal (Ex3:**PROOF**)
- My intention was to accept the unjustified additions to principal, focus on the FEMA job and closing task orders against my firm's GSA contract, and use the modification to lower my costs of financing.
- Despite excessive addition to principal I decided to proceed, to focus time on ACT Inc. customers; heightened acquisition effort allowed ACT Inc. to achieve recognized and approved vendor status with multiple Federal Agencies. (Ex6: **PROOF**) Stepped up marketing and sales in 2005 (DoD working Group, IRA meetings, Proposals show DHS, DC, HUD – Ex7: **WITNESS**)
- Sept. 2009 - Received job offer from FEMA to gain immediate "past performance"; contingent upon security clearance approval (Ex8: **PROOF**)

LAUNCHED DEBT RESTRUCTURE PLAN * I PROCEEDED WITH PLAN

- Jan-Dec 2009 Litton Loan's representatives asked for extensive information and detailed analysis, ***reassuring me along the way that my modification would be forthcoming.*** Some of the documents submitted include, but are not limited to:
 - 2/25/09 to Julius Connor Ex9: [PROOF](#)
 - 3/28/09 to Brenda Moreno Ex10: [PROOF](#)
 - 8/2/09 to Loss Mitigation Dept. Ex11: [PROOF](#)
 - 9/28/09 to Loss Mitigation Dept. Ex12: [PROOF](#)
 - 12/28/09 to Bessie Cahee Ex13: [PROOF](#)
 - Jan-Nov Submitted several other requested analyses (*COPIES AVAILABLE UPON REQUEST*)
- I paid off uncollateralized debt (Ex14: [PROOF](#))
- I purchased money order and sent it with returned checks to Litton (Ex15:[PROOF](#), Ex16:[PROOF](#), Ex17:[PROOF](#))
- Continued with my "living mobile" trial/prep for FEMA job (Ex7: [WITNESS](#))
- Cultivating business relationships and improved remote operations for ACT Inc. (Ex7: [WITNESS](#))
- Completed E-Quip & responses for Federal Security Clearance on 12/12/2009 (Ex18:[PROOF](#) & Ex7: [WITNESS](#))

WHEN I WAS STUNNED WITH NOTICE OF FORECLOSURE JUST BEFORE HEARING

- Began drive from Ft. Lauderdale, FL to South Orange, NJ – alone (Ex7: [WITNESSES](#))
- Arrived in NJ about 4am the morning of the foreclosure hearing (Dec. 23, 2009)
- Too Exhausted to attend; Foreclosure was granted for Docket F- 28279-09 (Ex19: [PROOF](#))
- Was told it was an error and would be reversed if I sent an additional payment (Ex20:[PROOF](#))
- I completed all payments required for my modification (Ex15: [PROOF](#))

FORECLOSURE GRANTED AND MY SUFFERING BEGAN

- Dec. 2009 Litton Loan reneged on modification by foreclosing (Ex19:[PROOF](#))
- Dec. 2009 Litton said they could stop foreclosure if I documented what we discussed (Ex13: [PROOF](#))
- Jan. 2010 Litton Loan's staff was unaware of the legal response by their attorney. With apology for Litton's errors and a promise of the immediate reversal of foreclosure and confirming the modification, I made more payments (Ex21: [PROOF](#) & Ex22: [Pmt-2010](#) & Ex15:[PROOF](#))
- Mar 2010 Lost Clearance (Ex23:[PROOF](#) & Ex7: [WITNESS](#))
- 3/16/10 Lost GSA contract (Ex24:[PROOF](#) & Ex7: [WITNESSES](#))
- 5/12/10 Lost FEMA job (Ex23:[PROOF](#) & Ex7: [WITNESSES](#))
- By 2010 Lost strong credit ratings (D&B, Trans Union, Equifax, Experian)
- 2010→ Health declined (Ex25:[PROOF](#) & Ex7: [WITNESSES](#))
- 2010→ My company –AC T Inc. – now in jeopardy (Ex7: [WITNESSES](#))
- 2010→ Ability to find jobs decimated (Ex26: [PROOF](#) & Ex7: [WITNESSES](#))

VW FOUGHT BACK

- DATE Tried to get Litton Loan, Goldman Sachs & HSBC to review my account & create a win-win solution (Ex27: [PROOF &](#) Ex28: [PROOF](#) Ex29: [PROOF](#) Ex30: [PROOF](#) Ex7: [WITNESSES](#))
- 2010 - 2011 Litton Loan and Goldman Sachs refused to discuss the matter (Ex31: [PROOF &](#) Ex7: [WITNESSES](#))
- DATE Appealed to NJ Banking Commission, SEC, Federal Reserve & others (Ex32: [PROOF](#) Ex33: [PROOF &](#) Ex7: [WITNESSES](#))
- Aug 2011 Filed legal complaint against Litton Loan & Goldman Sachs (Ex34: [PROOF](#))
- DATE Served Litton Loan & Goldman Sachs (Ex35: [PROOF &](#) Ex7: [WITNESSES](#))
- Sept. 1, 2011 Goldman Sachs sold Litton Loan to Ocwen (Ex36: [PROOF &](#) Ex37: [IN THE NEWS](#) or [COPY TO COURT ONLY](#) & Ex38: [SEC or SECprt](#) & Ex7: [WITNESSES](#))
- Sept. 1, 2011 Federal Reserve orders Goldman Sachs to conduct Foreclosure Review (Ex36: [PROOF](#))
- 2011 Litton Loan's attorney never responded to questions (Ex35: [PROOF](#))
- Sept. 16, 2011 Neither Litton Loan nor Goldman Sachs (did not) showed up at court hearing – VW granted motion (Ex35: [PROOF &](#) Ex7: [WITNESSES](#))
- Sept. 2011 Litton Loan-Goldman Sach's attorney used court error to disqualify hearing so I withdrew and refiled (Ex35: [PROOF &](#) Ex7: [WITNESSES](#))
- Sept. 2011 Defendant's attorney obtained dismissal on a technicality. Judge said court could not make defendants wait until I recovered (Ex35: [PROOF](#))

OCWEN-HSBC-GOLDAN SACHS SHOWED NO INTENTION OF DISCUSSING VIABLE SOLUTION – PLAINTIFF'S HEALTH WORSENE

- Fall 2011 Ocwen started collection, ignored letters and refused to discuss any alternatives (Ex38: [PROOF &](#) Ex39: [PROOF & PROOF](#) & Ex7: [WITNESSES](#))
- 2011-2012 My health declined more (Ex25: [PROOF &](#) Ex7: [WITNESSES](#))
- March 2012 Foreclosure Dismissed *with intention of collecting money rather than resolving errors* (Ex40: [PROOF](#))
- 2011 – 2013 Goldman Sachs and HSBC ignored VW, backing Ocwen as they bullied me with collection (Ex35: [PROOF &](#) Ex38: [PROOF &](#) Ex7: [WITNESSES](#))
- Sept. 2012 Hospitalized for stress (Ex25: [PROOF &](#) Ex7: [WITNESSES](#))
- Oct. 2012 Hospitalized for stress (Ex25: [PROOF &](#) Ex7: [WITNESSES](#))
- Began praying and meditating throughout the day, every day
- Jan. 2013 Hospitalized for stress (Ex25: [PROOF &](#) Ex7: [WITNESSES](#))
- Feb. 2013 Gathered strength to prepare meals and drive (Ex7: [WITNESSES](#))

VW CONTINUED TO FIGHT BACK

- March 2013 Resumed physical therapy after 4 months of life threatening health condition (Ex7: [WITNESSES](#))
- Spring 2013 VW searched for attorney with courage & knowledge to represent me (Ex7: [WITNESSES](#))
- April 2013 Tried to secure HAMP again, directly via HUD this time (Ex41: [PROOF](#))
- March 2013 → HAMP 1st – Lisa Ferri (Ex42: [PROOF](#)), 2nd Michael Martin (EX43: [PROOF](#)-audio only & [PROOF](#)), 3rd JasonBurak said my case is “out of scope” (emails removed by NovaDebt 10//14).
- 2011 – NOW Property continued to decline, FEMA denied repairs, insurance repair check sent to Litton (Ex44: [BEFORE - AFTER](#))
- April 24, 2013 VW retained Denbeaux & Denbeaux (Ex45: [PROOF &](#) Ex7: [WITNESSES](#)) Foreclosure Litigation
- June 2013 Filed new complaint against all defendants (Ex46: [PROOF](#))
- Next 12 months Lots of legal filings, hearings; HSBC started foreclosure proceedings again (Ex47: [PROOF](#)♦[UPDATED](#))
- Feb. 2014 HSBC attorney says drop suit, pay up, move or else. Plaintiff said NO and dug in.
- Aug. 2014 Tried again to get HAMP offer (Ex41: [PROOF](#))
- Sept. 2014 IRS waived fees due to stress imposed health problems (Ex48: [PROOF](#))
- Sept. 2014 VW called Mediator to find out what happened in July hearing. Told of discussions that I consider a “professional reminder of Goldman Sachs’ & Duane Morris’ power” (Ex7: [WITNESS](#))
- Oct. 2, 2014 VW completed 4 hour deposition *with redundant questions* (cancelled physical therapy). Defendants’ attorney showed mortgage documents that were questionable (Ex49: [PROOF &](#) Ex7: [WITNESSES](#))
- Oct. 22, 2014 Defendants’ attorney promises to sue Denbeaux if they lose (Ex50: [PROOF](#) & [PROOF](#))
- Oct. 27, 2014 Denbeaux withdraws (Ex51: [PROOF &](#) Ex7: [WITNESSES](#))
- Oct. 23, 2014 Attorneys for Plaintiff and Defendants “confirm” trial date moved to Jan. 15, 2015 (Ex53: [PROOF](#))
- Oct. 27, 2014 VW launches fundraising campaign (Ex52: [PROOF &](#) Ex7: [WITNESSES](#))
- Oct. 28, 2014 VW begins search for new attorney
- Nov. 1, 2014 VW responds to Defendants’ letter via Seiden (Ex50: [PROOF](#) & [PROOF](#) & Ex7: [WITNESSES](#))
- Nov. 14, 2014 Learns that trial date HAS NOT been changed to Jan. 15, 2015

ATTACHMENT V
Draft of Motion for Proof Hearing

We request compensatory damages of \$ _____ M for the Plaintiff. Punitive damages should be determined by the court.

No amount of money can compensate for the near death incidents and trauma that the defendants put me through.

The defendants' actions inflicted severe injury in the Plaintiff warranting payment of the following damages:

HURT TO PLAINTIFF	DAMAGES INCURRED	DAMAGES SOUGHT
COMPENSATORY	DOLLARS IN MILLIONS	
• Loss of ACT Inc. contracts (\$279M)	\$279.2 M	TBD
• Loss of Employability in field of experience (\$1.8M [\$300K * 6 YRS- 2009-2015])	\$2.1M	TBD
• Stress Induced Severe Prolonged Illness	\$500.0 M	TBD
PUNITIVE	SEVERE	TBD

Much of the proof is provided in the [Discovery](#) document filed with the court. Several witnesses will attest to injuries and proof documents are included. Recent validation from the Federal government is attached to this document.

LOSS OF ACT INC. CONTRACTS

I invested 40 years, and in recent years, hundreds of thousands of dollars, to position ACT Inc. for lucrative, multi-year Federal task orders. ACT Inc. had been awarded Federal Supply Schedules, was positioned with multiple Federal agencies, and the Plaintiff was offered a FEMA job that would have given her a security clearance and the US Dept. Homeland Security past performance necessary to close task orders against ACT Inc.'s Federal Supply Schedule. The defendants' reneged on the modification, causing everything to be lost. Details are provided in the Discovery document.

LOSS OF EMPLOYABILITY

As a financial, operations and information technology professional, the Plaintiff's ability to secure jobs depends on clean credit and no legal actions. While her record earned the Plaintiff and her firm contracts from major companies over her 35+ year career, she has been denied hundreds of jobs since the defendants' actions.

STRESS INDUCED SEVERE PROLONGED ILLNESS

Defendants began deceptive actions in 2002. Their deception intensified in 2008. Despite convincing the Plaintiff that new ownership by Goldman Sachs had cleaned up their act, the deception of all defendants grew immensely. The Plaintiff did not realize the impact that the defendants' actions had on her health until her doctors began asking more probing questions. Soon it was clear that the Plaintiff's symptoms were directly correlated to and the direct result of, continued deception and depraved actions of the defendants. Between September 2012 and January 2013, she was hospitalized 3 times for stress induced illness. Her team of doctors ran every conceivable test to prove this.

WHY HAVE DEFENDANTS SPENT MORE TO TAKE PLAINTIFF'S HOME THAN IT IS WORTH?

- The deception and fraud is clearly documented
- Dramatic decline in property value known to FEMA, HUD, HAMP, Ocwen and other defendants
- Hurricane Irene, Sandy, and poor maintenance warrant repairs that will exceed \$120,000
- Defendants fought with 6 law firms (Ex47: [PROOF](#)), plus investigators, insurance firms and other since 2010

BECAUSE.....

- Plaintiff's case exposes "in and out" mortgage fraud
- 28.9% of US homeowners have been foreclosed upon (There have been [over 25 million foreclosures in the US since 2000.](#))
- New Jersey is #2 in foreclosures among US states
- HSBC is #2 bank in the world with assets of \$2.723Trillion
- Goldman Sachs is #28 bank in the world with assets of \$1.505Trillion
- \$263.7Million is what Ocwen paid Goldman Sachs for the Litton portfolio ([app 300K loans](#) ~ \$879 per loan?!)
- Value of mortgage portfolios involving HSBC likely to exceed \$100Billion [Forbes](#); HSBC sold only \$3.2Billion in 2013 [Bloomberg](#) & [NYTimes](#) & [HousingWire](#)
- HSBC left the US after underwriting Billions in mortgages and facilitating foreclosures
- There are foreclosures pending that will allow HSBC to take even more money out of the US

ATTACHMENT V cont'd.
***Draft* of Motion for Proof Hearing**

SUMMARY OF WHAT HAPPENED

The first defendant (Litton Loan) purchased my mortgage when my equity was about three times the amount of the principal balance of my mortgage. Due to their predatory reputation, I refinanced with the second defendant (Fremont) to get it out of the hands of Litton Loan. Fremont's mortgage had been underwritten by the third defendant (HSBC). A year later Fremont, the company that sold me the mortgage, went out of business and the first defendant (Litton Loan) acquired my mortgage again. During this time the fourth defendant (Goldman Sachs), a prominent US based financial firm, bought the first defendant (Litton Loan). So rather than move my mortgage to a financial firm who offered me a lower rate (Chase), I decided to accept the modification from the first defendant (Litton Loan) who was now owned by the fourth defendant (Goldman Sachs). A series of mistruths and deception by all defendants cost me everything I've worked for over the last 53 years, and almost took my life several times. To make matters worse, the defendants holding the mortgage have repeatedly failed to explain \$208,000 that has been added to the mortgage principal since this series of transactions began. The evidence supporting this statement is presented over and over in the Discovery document submitted to the Superior Court of New Jersey (download [click here](#)).

COMPLETE MOTION AVAILABLE UPON REQUEST



We Turn Technology
... into Value

Absolute Computer Technologies, Inc.

ATTACHMENT VI
Capital One Judgment Awarded Without Notice
Awarded *Without My Knowledge While I Honored Repayment Plan*
To Download These Two Letters [Click Here](#)

Veronica Ann Williams

Mailing Address: P.O. Box 978 ✦ South Orange, NJ 07079-0978
Residence – NO MAIL: 541 Scotland Road ✦ South Orange, NJ 07079-3009

September 16, 2013

Capital One
Office of Executive Resolution
15000 Capital One Drive
Richmond, VA 23238

Attn: Patricia Dumas

Subject: Effort to Remove Invalid Judgment against Veronica Williams and Settle
Account No. 4121 7426 5028 0723

Re: Capital One Bank (USA), N.A. vs. Veronica Williams
Docket No.: DC-022808-09 (on file with the Superior Court of New Jersey)

Sent via facsimile to Fax 888-259-3021 total of 21 pages

Dear Trish:

I am writing to confirm our latest conversation. I will pay a final settlement of \$375 to Capital One. I can no longer pay \$620. Since our last conversation I have settled with another creditor, reducing the amount available from the final payment received from my firm's client.

Prior to sending the payment, however, we must receive written confirmation from Capital One and any of your affiliate firms or individuals for review by our advisors. Without a legally binding settlement letter, I will must include previous letters to Capital One (copies attached) in our applications for credit. The US Small Business Administration and Internal Revenue Service have been copied to demonstrate my good faith efforts to resolve this eight year old debt that was charged off April 28, 2007.

Trish, I appreciate your efforts that resulted in Capital One reversing their decision in the August 1, 2013 letter and allow you to intercede in an attempt to resolve this. You have made a stellar effort and it is now in the hands of Capital One senior management. The original attorney who handled this, and duplicitously initiated the judgment, worked for Arthur Nudelman of Nudelman, Nudelman and Zeiring (see attachments). You indicated the current attorney of record is Keith Golub of Nudelman Klemm & Golub PC. Again, based on past actions I no longer trust, nor am I willing to work with, any firm with which Arthur Nudelman is affiliated. I cannot afford an attorney to intervene. I hope that Capital One will step up, if necessary, and right this wrong.

I trust we can finally settle this account. Please send your response to me via facsimile at 888-

[Redacted]

[Redacted signature]

Veronica Williams

attachments

cc: Mr. Richard Fairbank, Founder, Chairman & CEO, Capital One via facsimile to [Redacted]
Ms. Sancho c/o Danny Wertel, Principal Deputy Commissioner, IRS via email [Redacted]
Mr. Kevin Payne, Supervisory Loan Officer, SBA Disaster Loan Assistance via email [Redacted]

RE: Disaster Loan Application No.: 1000219393



ATTACHMENT VI cont'd.
Capital One Judgment Awarded Without Notice
Awarded *Without My Knowledge While I Honored Repayment Plan*
To Download These Two Letters [Click Here](#)

SUMMARY AND LIST OF ATTACHMENTS

EFFORTS TO SETTLE DEBT WITH CAPITAL ONE

ACCOUNT NUMBER	COLLECTION REPRESENTATIVE	STATUS
4121 7426 5028 0723	Nudelman, Nudelman & Zeiring	RENEGED ON 9/29/09 SETTLEMENT
4121 7416 3523 0399		ACCOUNT NOT SETTLED
4791 2424 1607 2877	Northland Group	SETTLED 10/17/09
4155 5720 7673 4857	Capital One Recovery Cheterie Cunningham	SETTLED 10/8/09
4155 5720 7673 4857	Northland Group	SETTLED 12/4/09
4155 5720 7673 4857	Northland Group	SETTLED 12/10/09

ATTACHMENTS

PRESENTED IN ORDER LISTED IN DOCUMENT

ADDRESSED TO	FROM	DATE
Mr. Richard Fairbank Founder, Chairman, and Chief Executive Officer Capital One 15000 Capital One Drive Richmond, VA 23238	Veronica Williams	June 24, 2013
Veronica Williams, PO Box 978, South Orange, NJ	Capital One	August 1, 2013
Capital One and all other creditors	Veronica Williams	March 31, 2009
CapitalOne, P.O. Box 70884, Charlotte, NC 28272-0884	Veronica Williams	March 1, 2009
CapitalOne, P.O. Box 70884, Charlotte, NC 28272-0884	Veronica Williams	September 14, 2008
CapitalOne, P.O. Box 70884, Charlotte, NC 28272-0884	Veronica Williams	September 14, 2008
CapitalOne, P.O. Box 70884, Charlotte, NC 28272-0884	ACT Inc.	September 14, 2008
CapitalOne, P.O. Box 70884, Charlotte, NC 28272-0884	Veronica Williams	June 2, 2008
CapitalOne, P.O. Box 26074, Richmond, VA 23260	Veronica Williams	April 26, 2008
CapitalOne, P.O. Box 70884, Charlotte, NC 28272-0884	Veronica Williams	September 14, 2008
CapitalOne, P.O. Box 70884, Charlotte, NC 28272-0884	Veronica Williams	June 2, 2008
CapitalOne, P.O. Box 26074, Richmond, VA 23260	Veronica Williams	April 26, 2008



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ACT Request Reconsideration of Loan Application
SANDY #4021 Business Loan Application:
SBA Reference Number: # 1000219393
Page 20 of 28

ATTACHMENT VI cont'd.
Capital One Judgment Awarded Without Notice
Awarded *Without My Knowledge While I Honored Repayment Plan*
To Download These Two Letters [Click Here](#)

Veronica Ann Williams

Mailing Address: P.O. Box 978 ✦ South Orange, NJ 07079-0978
Residence – NO MAIL: 541 Scotland Road ✦ South Orange, NJ 07079-3009

June 24, 2013

Mr. Richard Fairbank
Founder, Chairman, and Chief Executive Officer
Capital One
15000 Capital One Drive
Richmond, VA 23238

Subject: Remove Invalid Judgment from Veronica Williams' Credit Reports
Account No. 4121 7426 5028 0723

Re: Capital One Bank (USA), N.A. vs. Veronica Williams
Your File No: NN50466
Docket No.: DC-022606-09 (on file with the Superior Court of New Jersey)

Sent via facsimile to Fax 888-250-3021

Dear Mr. Fairbank:

The firm that represented Capital One engaged in deceptive practices and acted in bad faith. The result was substantial health and financial injury to me and my company. At the very least, Capital One should have the judgment vacated and the debt forgiven.

Please send written confirmation of the vacated judgment and zero balance on this account to me via facsimile at [REDACTED] or email to [REDACTED]

Thank you ✓
[REDACTED]

Veronica Williams

attachments



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Absolute Computer Technologies, Inc.

ATTACHMENT VI cont'd.
Capital One Judgment Awarded Without Notice
Awarded *Without My Knowledge While I Honored Repayment Plan*
To Download These Two Letters [Click Here](#)

Veronica Ann Williams

Mailing Address: P.O. Box 978 ✦ South Orange, NJ 07079-0978
Residence – NO MAIL: 541 Scotland Road ✦ South Orange, NJ 07079-3009

June 24, 2013

TransUnion P.O. Box 6790 Fullerton, CA 92834 File# 193083666	Experian P.O. Box 9530 Allen, TX 75013 File# 0068602061	Equifax P.O. Box 740241 Atlanta, GA 30374 File# 8211057701
--	---	--

Subject: Remove Invalid Judgment from Veronica Williams' Credit Reports

Re: Capital One Bank (USA), N.A. vs. Veronica Williams
Your File No: NN50466
Docket No.: DC-022606-09 (on file with the Superior Court of New Jersey)

Dear Sir/Madam:

The judgment by Capital One is not valid and should be removed from my credit reports immediately. I expect that Capital One will take immediate steps to have this judgment vacated.

I was never notified of the court action nor the date of this action. The greater injustice is that Arthur Nudelman repeatedly failed to confirm that they had legal jurisdiction over my debt. Negotiated a repayment plan in good faith and made all payments to Capital One (the legitimate holder of the debt). The repayment plan is provided in Attachment II.

DATE	PAYMENT
12/15/2009	\$145.00
11/26/2009	\$145.00
10/8/2009	\$ 50.00
PREVIOUS PAYMENTS	
7/24/2008	\$ 30.00
6/12/2008	\$ 30.00

Capital One has confirmed receipt of all payments (Attachment I).

I had several conversations with Greg Moore of Nudelman, Nudelman & Ziering and told him repeatedly I was sending the agreed upon payments to Capital One and would only make checks payable to Arthur Nudelman after they or Capital One provided me written confirmation that Arthur Nudelman or his firm was legally entitled to collect payments. They failed to do so and managed to get a judgment without notifying me.

As a result of their action of Arthur Nudelman and his firm, I suffered substantial financial losses and incredible stress. I was in the final stages of being reviewed for a security clearance for a Federal job and major task order against my Federal contract. The judgment was assessed one week before I was to be cleared. As a result of Arthur Nudelman and his firm's action, I lost the clearance, job, impending tasks orders and contract.

Please send copies of my corrected credit report to me via facsimile at 888-492-5864.

Thank you



Veronica Williams

attachments

cc: Richard Fairbank, Founder, Chairman, and Chief Executive Officer, Capital One
Greg Moore, Nudelman, Klemm & Golub via email [g \[redacted\]](#)



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Absolute Computer Technologies, Inc.

ATTACHMENT VI cont'd.
Capital One Judgment Awarded Without Notice
Awarded *Without My Knowledge While I Honored Repayment Plan*
To Download These Two Letters [Click Here](#)

Veronica Ann Williams

Mailing Address: P.O. Box 978 + South Orange, NJ 07079-0978
Residence - NO MAIL: 541 Scotland Road + South Orange, NJ 07079-3009

September 26, 2013

Mr. Richard Fairbank
Founder, Chairman, and Chief Executive Officer
Capital One
15000 Capital One Drive
Richmond, VA 23238

Subject: CONTINUED Effort to Remove Invalid Judgment against Veronica Williams and Settle
Account No. 4121 7426 5028 0723

Re: Capital One Bank (USA), N.A. vs. Veronica Williams
Docket No.: DC-022606-09 (on file with the Superior Court of New Jersey)

Sent via facsimile to Fax 888-259-3021 total of 5 pages

Dear Mr. Fairbank:

I did not receive a response to the attached correspondence sent to the Capital One Office of Executive Resolution, so I am addressing this request to you.

Capital One should repair the damage to my credit caused by the duplicitous and egregious actions of its creditors and internal recovery department.

Capital One sent The Northland Group after me while Capital One's Internal Recovery Dept. pursued me to collect money for the same account - at the same time. I was so determined to do my best to honor and settle my debts that I did not realize I had paid and settled the same account with Northland and with Capital One until I prepared last week's letter. Capital One should pay Nudelman et. al. the money they want or intervene to do what is necessary to reverse the judgment and close my account with written notice to all collection agencies that this account has been "settled without an outstanding balance".

Here are snapshots of what I described:

EFFORTS TO SETTLE DEBT WITH CAPITAL ONE

ACCOUNT NUMBER	COLLECTION REPRESENTATIVE	STATUS
4121 7426 5028 0723	Nudelman, Nudelman & Zeiring	RENEGOTIATED ON 9/26/09 SETTLEMENT ACCOUNT NOT SETTLED
4781 2424 2607 2677	Northland Group	SETTLED 20/11/09
4155 5730 7673 4657	Capital One Recovery Cherise Cunningham	SETTLED 20/8/09
4155 5730 7673 4657	Northland Group	SETTLED 12/14/08
4155 5730 7673 4657	Northland Group	SETTLED 12/30/09

Copies of the letter that includes the chart above, and other documents, are available upon request.

I look forward to a final resolution to all Capital One accounts. Please send written confirmation via facsimile to 888-492-5864.

Thank you, 



attachments

cc: Capital One Office of Executive Resolution, Attn. Patricia Dumas via email



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... into Value

Absolute Computer Technologies, Inc.

ATTACHMENT VI cont'd.
Capital One Judgment Awarded Without Notice
Awarded *Without My Knowledge While I Honored Repayment Plan*
To Download These Two Letters [Click Here](#)

Veronica Ann Williams

Mailing Address: P.O. Box 978 ✦ South Orange, NJ 07079-0978
Residence - NO MAIL: 541 Scotland Road ✦ South Orange, NJ 07079-3009

ATTACHMENT I



No. 7318 P. 2/3

Wednesday, December 02, 2009

Veronica Williams
P.O. Box 978
South Orange, NJ 07079

Re: Your account number: 415537207573-4857
Customer number: 697281319
Creditor: Capital One

Dear Veronica Williams

Thanks for your payment of \$407.86, which we received on 10/09/09. This payment settles your Capital One account, and we'll stop collection efforts on the remaining balance.

We'll notify the following credit reporting agencies that your account has been settled with an outstanding balance:

Experian P.O. Box 1395 Allen, TX 75013 1-888-397-3742 www.experian.com	Equifax P.O. Box 140296 Atlanta, GA 30374 1-800-685-1111 www.equifax.com	TransUnion Corporation P.O. Box 2000 Cherry, PA 15022 1-800-688-4213 www.transunion.com	Innovis P.O. Box 1534 Columbus, OH 43216 1-800-540-2505 www.innovis.com
---	---	--	--

The credit reporting agencies may take up to 30 days to update the information on your credit report. You can contact the agencies directly if you have questions. Please note that for your benefit, we may review your credit report to assure that this account has been updated properly.

If you have questions about your account, please give us a call at 1-800-258-0311. Our office hours are 8am to 8pm Eastern Time, Monday through Friday.

Thank you for paying your outstanding balance.



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Absolute Computer Technologies, Inc.

ATTACHMENT VII
Absolute Computer Technologies, Inc.
Certificate of Reinstatement

Fax:

Jan 23 2013 02:27pm P002/002

STATE OF NEW JERSEY
DEPARTMENT OF TREASURY
CERTIFICATE OF REINSTATEMENT - ANNUAL REPORTS

ABSOLUTE COMPUTER TECHNOLOGIES, INC.
0100305142

A DOMESTIC PROFIT CORPORATION

WHEREAS the above-named business entity did on the 23rd day of January, 2013, satisfy all requirements for reinstatement as set forth in the laws of this State, I, the Treasurer of the State of New Jersey do hereby issue this certificate authorizing the same to continue its business and resume the exercise of its functions.



IN TESTIMONY WHEREOF, I have
hereunto set my hand and
affixed my Official Seal
at Trenton, this
23rd day of January, 2013

Andrew P Sidamon-Eristoff
State Treasurer

Certificate Number: 127204251

Verify this certificate online at

https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp



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Absolute Computer Technologies, Inc.

ACT Request Reconsideration of Loan Application
SANDY #4021 Business Loan Application:
SBA Reference Number: # 1000219393
Page 26 of 28

ATTACHMENT VIII Notified Federal Authorities of Identity Fraud

Veronica Ann Williams

Mailing Address: P.O. Box 978 ✦ South Orange, NJ 07079-0978
Residence - NO MAIL: 541 Scotland Road ✦ South Orange, NJ 07079-3009

May 22, 2012

Mr. Douglas Shulman
Commissioner
Internal Revenue Service
1111 Constitution Ave., N.W.
Washington, DC 20224

Mr. John Berry
Director
United States Office of Personnel Management
1900 E Street, NW
Washington, DC 20415

Subject: Identity Theft of Veronica Williams ✦ April 19, 2012 ✦ SSN 579-74-4037

Sent via email to John Berry, Dorothy Becones (for D. Shulman)

Dear Mr. Shulman & Mr. Berry,

I have just learned that I was the victim of identity theft and need your intervention to resolve the problem.

I have no doubt that my identity was recently stolen by one or more persons who had access to recent tax returns filed or Federal job applications. There has been little or no opportunity to access the information stolen through other means.

I have the knowledge and credentials to explain why and provide validation. **You must act right now.** This person or group has recently received or is waiting for stolen Federal funds. I also trust you will use my case to track and stop these and other identity thieves.

I will respond to a single person whom I can validate and is assigned to my case. I will release my social security number, IRS Form 14039 and other personal information required to that person. I can be reached by phone at 202-486-4565 or via email at VWtemp@OfficeThatWorks.com. I shall await contact from your office.

Thank you in advance,

Veronica Williams

Veronica Williams

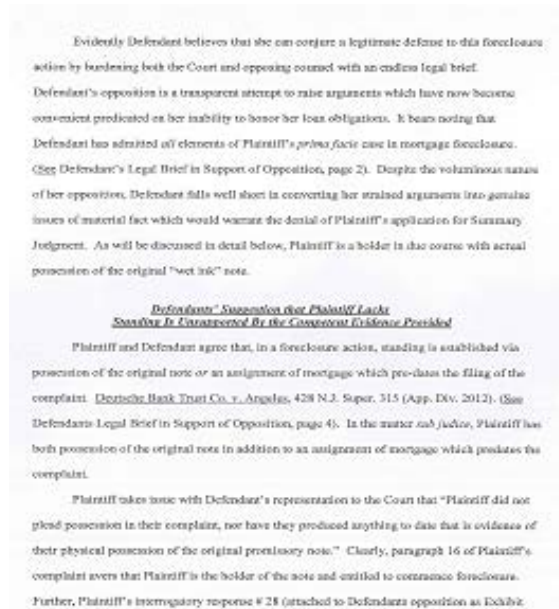
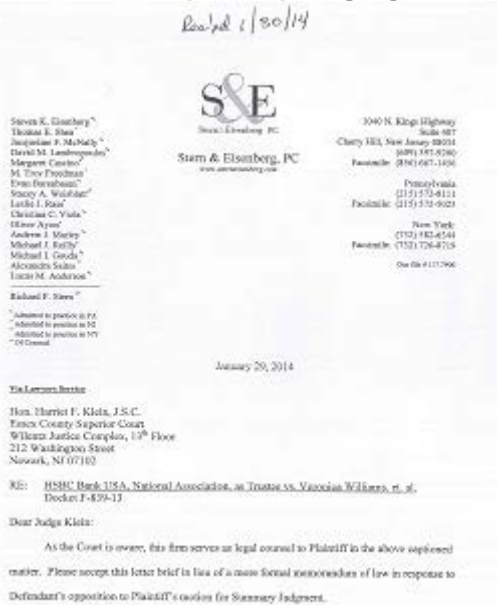
ATTACHMENT IX

Character Assassination is Dominant Strategy of Defendants' Attorneys Plaintiff's Is Of Strong Character and Has Been Vetted Extensively

Veronica A. Williams, Plaintiff and an upstanding member of the community, has been maligned and disrespected by Defendants' Attorneys. We have not yet completed our review of disparaging remarks against the Plaintiff. Many documents have been filed by at least 6 law firms since 2009. For a complete list of firms click here XXX. Recent documents that unfairly demean the Plaintiff include:

Disrespected & Character Assassination by Defendants' Attorneys

While there was multiple disparaging correspondence, one of the most offensive & insulting is:



1/29/14 CharacterAssasin_Williams-Lambropoulos-PL Memo-inResp-to-Def-Opp-to-PL-MSJ.pdf [To View Full Doc Click Here](#)

OTHER INSULTING CORRESPONDENCE

10/30/13 CharacterAssasin_To-O'Donnell-Response-to-Friv-Lit.pdf [To View Doc Click Here](#)

11/18/13 CharacterAssasin_From-Lambropoulos-SE-Reply-in-Further-Supp-M-to-Dismiss.pdf [To View Doc Click Here](#)

12/11/13 CharacterAssasin_PI-MSJ-w-out-Exhibits.pdf [To View Doc Click Here](#)

Ironically, the defendants – financial firms– have retained legal counsel that do not display a sound understanding of finance.

Williams' commendations continue. Most recently, Williams has been recognized by:

FINRA and The HL Carey Center at St. John University's Law School [click here](#)

The Financial Industry Regulatory Authority (FINRA) and The Hugh L. Carey Center for Dispute Resolution

Molson MBA International Case Competition [click here](#)

Marquis' Who's Who in the World [click here](#) & Who's Who in America [click here](#)

Williams:"I have always carried myself and taken great pride in having the upmost integrity. While I can cite numerous examples of being vetted and recognized for my character and honor, here are just a few":

ORGANIZATION & POSITION	DESCRIPTION	DATE
FINRA Arbitrator	Successfully underwent extensive review, evaluation and investigation to become an arbitrator for the Financial Industry Regulatory Authority.	Since 2009
Women Who	Acclaimed panel and their supporting team scrutinized leading business women	1999

ORGANIZATION & POSITION	DESCRIPTION	DATE
Mean Business	in the US and Canada. I was one of the 75 selected & featured in this book.	
Member of Microslate Board of Directors	I was the focus of an extensive and thorough investigation by this renown international manufacturing firm. I was the only foreigner, woman and minority voted in as a member of their Board of Directors. Our Board oversaw a major acquisition and also chaired the compensation committee.	1998 – 2003 est.
COMDEX Board of Advisors COMDEX Media Board	I was selected and provided advisory services to the largest commercial IT event company for more than 5 years. A sitting US President attended the pavilion I created, orchestrated and led. This meant passing a Secret Service review. I also made several media appearances on their behalf.	1994-2002
US Public Trust	I held a US Public Trust (consulted to the National Archives) and passed two investigations by the US Dept. Homeland Security to attend confidential, private briefings. I also was cleared to review strategic information and deliver strategic and custom designed solutions for the US Army with admittance to multiple military bases. <i>I was in the final stage to receive a US Security Clearance until Goldman Sachs and Litton Loan defrauded me, an action condoned by HSBC in writing.</i>	2008
US Department of Defense (DoD)	Recommended by the DoD – OSD – I served as an early contributor to GIG development process as member of DoD Industry Council supported by NDIA/AFEI, DISA and major Federal contractors. With a reputation of high integrity, my company was the only small firm without a DoD task Order invited to attend.	2003 – 2008 est.
Marquis Who's Who	Recognized since 1988 in over 38 publications. Since Marquis Who's Who® is the premier publisher of biographical information used by thousands of public, academic and corporate libraries around the world. Marquis' Who's Who in America® has remained the definitive biographical reference work since 1899, chronicling the lives and accomplishments of men and women in every field of endeavor. Marquis Who's Who LLC is a wholly owned subsidiary of News Communications, Inc, which also owns The Hill and National Register Publishing. For more information, please visit www.marquiswhoswho.com	1994 to current
PMI PgMP credential holder	Successfully completed extensive and thorough evaluation and review to earn the PgMP credential , held by less than 1,000 worldwide. Continues to comply with expertise and ethics standards to maintain credential.	2009
Rotary International	I served as a two-term President of the Orange Rotary. Rotary International brings together a global network of volunteer leaders dedicated to tackling the world's most pressing humanitarian challenges. Rotary connects 1.2 million members of more than 34,000 Rotary clubs in over 200 countries and geographical areas. Their work improves lives at both the local and international levels, from helping families in need in their own communities to working toward a polio-free world. For more information, visit Rotary.org .	2004-06
Recommendations and Commendations	I have received countless recommendations over the years for my contributions and accomplishments. Many can be found online at www.VeronicaWilliams.com , LinkedIn and http://www.the5ps.com/Brand . Many written letters are available including letters from fellow arbitrators.	Lifetime

Additional validation may be found at www.VeronicaWilliams.com.

DENIAL LETTERS FRM SBA

PLAINTIFF RESPONDED WITH:

There is a misunderstanding. Your denial letters state:

IRENE

RE: Reacceptance of Case File 1000115934

As we stated in our letter April 18, 2012, the 90 day deadline to request reconsideration of your disaster loan application expired on July 18, 2012. By regulation, we are permitted to accept reacceptance requests after the expiration of the filing deadline only when we are able to establish that the late request resulted from substantial causes essentially beyond the control of the applicant.

SANDY

RE: Reacceptance of Case File 1000219393

As we stated in our letter September 3, 2013, the 90 day deadline to request reconsideration of your disaster loan application expired on December 3, 2013. By regulation, we are permitted to accept reacceptance requests after the expiration of the filing deadline only when we are able to establish that the late request resulted from substantial causes essentially beyond the control of the applicant.

I do not understand; the appeal clearly demonstrates that my case meets the regulation guidelines to accept reacceptance requests after the expiration of the filing deadline. The documentation provided clearly shows that “the late request resulted from substantial causes essentially beyond the control of the applicant”. The IRS agreed and waived our fees. The Discovery document and Motion for Proof Hearing also clearly show that fraud by the defendants prevented me proceeding with an offer from FEMA.

I realize the information submitted is quite extensive. May I review it with you to help point you to the many instances presented in which our appeal meets regulatory requirements for reacceptance?

Veronica

[Veronica Williams](#)

WAITING FOR RESPONSE



U. S. Small Business Administration

Disaster Assistance
Processing and Disbursement Center
14925 Kingsport Road
Fort Worth, Texas 76155

(817) 868-2300
1 (800) 366-6303
Hearing Impaired
(817) 267-4688

February 3, 2015

Absolute Computer Technologies, Inc.
Veronica A. Williams, President
541 Scotland Road
South Orange, NJ 07079

SCANNED

FEB 04 2015

DS/ASD

RE: Reacceptance of Case File 1000115934

Dear Ms. Williams:

The U.S. Small Business Administration has received your letter dated January 28, 2015 requesting reconsideration of your disaster loan applications. Unfortunately, we are unable to grant your request.

As we stated in our letter April 18, 2012, the 90 day deadline to request reconsideration of your disaster loan application expired on July 18, 2012. By regulation, we are permitted to accept reacceptance requests after the expiration of the filing deadline only when we are able to establish that the late request resulted from substantial causes essentially beyond the control of the applicant.

Based upon the explanation cited in your letter, your request has failed to evidence substantial causes beyond your control that prevented you from meeting the deadline to request reacceptance.

We regret our inability to assist you in this matter.

Sincerely,

Jerry Williamson
Supervisory Loan Officer



U. S. Small Business Administration

Disaster Assistance
Processing and Disbursement Center
14925 Kingsport Road
Fort Worth, Texas 76155

(817) 868-2300
1 (800) 366-6303
Hearing Impaired
(817) 267-4688

February 3, 2015

Absolute Computer Technologies, Inc.
Veronica A. Williams, President
P.O. Box 978
South Orange, NJ 07079

SCANNED
FEB 04 2015

RE: Reacceptance of Case File 1000219393

Dear Ms. Williams:

The U.S. Small Business Administration has received your letter dated January 28, 2015 requesting reconsideration of your disaster loan applications. Unfortunately, we are unable to grant your request.

As we stated in our letter September 3, 2013, the 90 day deadline to request reconsideration of your disaster loan application expired on December 3, 2013. By regulation, we are permitted to accept reacceptance requests after the expiration of the filing deadline only when we are able to establish that the late request resulted from substantial causes essentially beyond the control of the applicant.

Based upon the explanation cited in your letter, your request has failed to evidence substantial causes beyond your control that prevented you from meeting the deadline to request reacceptance.

We regret our inability to assist you in this matter.

Sincerely,

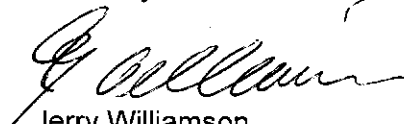

Jerry Williamson
Supervisory Loan Officer

EXHIBIT E

WITNESSES

(This list is Exhibit 7: [WITNESSES](#) from the Discovery document)

For the full list [Click Here](#)

Testimony from doctors and other healthcare professionals about hospitalizations, therapy, treatments and medications endured by Plaintiff for stress related illness induced and exacerbated by defendants.

Witnesses also include former employees and affiliates of Defendants, clients and colleagues of Plaintiff, and others knowledgeable of damages to Plaintiff imposed or caused by defendants.

Since some of our current and intended witnesses have been intimidated by people working on behalf of the Defendants, the names of those chosen to testify will not be revealed until the day of testimony.

EXHIBIT E

WITNESSES

(This list is Exhibit 7: [WITNESSES](#) from the Discovery document)

For the full list [Click Here](#)

Testimony from doctors and other healthcare professionals about hospitalizations, therapy, treatments and medications endured by Plaintiff for stress related illness induced and exacerbated by defendants.

Witnesses also include former employees and affiliates of Defendants, clients and colleagues of Plaintiff, and others knowledgeable of damages to Plaintiff imposed or caused by defendants.

Since some of our current and intended witnesses have been intimidated by people working on behalf of the Defendants, the names of those chosen to testify will not be revealed until the day of testimony.

WITNESSES

We have identified 838 witnesses so far who fit into 6 categories:

- └ Litton-Goldman-Case-Contacts
 - └ Character Witnesses
 - └ Defendant Witnesses
 - └ Doctors to Witness
 - └ Federal Witnesses
 - └ Financial Witnesses
 - └ Fremont Witnesses

Details will be released on a need-to-know basis only.

Some of our witnesses have volunteered to testify, many have agreed to testify, and some have not yet been contacted. All know the plaintiff, have done business with her firm, or are aware of business practices of the defendants. A few former and current employees, and affiliates, of the defendants, may be subpoenaed. The following pages include two lists: primary witnesses and all witnesses.

For the privacy of all witnesses, this list is only being provided to the Superior Court of Essex County in the State of New Jersey, and to Stuart I. Seiden of Duane Morris, the attorney who now represents all defendants.

PRIMARY WITNESSES

Company	Contact
	Krista Franks Brock
	Alan Dombrow
ACT inc	George Pappas
AHEAD Inc.	Irving C. Williams, Sr., MD
American Modern Home Insurance Company	Greg Brigner
American Modern Home Insurance Company	Manuel Z. Rios
American Modern Home Insurance Company	Latonya Willis
EndPoint Consulting Group, LLC	Roosevelt Giles
Evangelical Christian Credit Union	Mike Koch
former Litton Loan employee	Bessie Cahee
former Litton Loan employee	Randy Reynolds
GreenPath	Lisa Ferri
GreenPath	Jane E. McNamara
GSA - U.S. General Services Administration	Cathy Boyer
GSA - U.S. General Services Administration	Mike Canan
GSA - U.S. General Services Administration	Andrew Cid
GSA - U.S. General Services Administration	Debra Coley
GSA - U.S. General Services Administration	David T. Collins
GSA - U.S. General Services Administration	Steven A. Connolly
GSA - U.S. General Services Administration	Trilma Davis
GSA - U.S. General Services Administration	Maureen Duckworth
GSA - U.S. General Services Administration	Tony Fabrizio, CQA
GSA - U.S. General Services Administration	Georgina Fernando
GSA - U.S. General Services Administration	Sharon Flannery
GSA - U.S. General Services Administration	Mitzi Ford
GSA - U.S. General Services Administration	Deborah Gamble
GSA - U.S. General Services Administration	Thad Gassman
GSA - U.S. General Services Administration	Millicent Hawkins
GSA - U.S. General Services Administration	Warren N. Hayashi
GSA - U.S. General Services Administration	Dale Henderson
GSA - U.S. General Services Administration	Antoinette Huff
GSA - U.S. General Services Administration	Charlotte Jennings
GSA - U.S. General Services Administration	Shaunta P. Johnson
GSA - U.S. General Services Administration	Tammy M. Lindsley
GSA - U.S. General Services Administration	Terry McNair
GSA - U.S. General Services Administration	Jennifer Mitchell Goss
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United States Department of Homeland Security	Ned R. Ross
United States Department of Homeland Security	Corrine Sherman
United States Department of Homeland Security	Joe Spencer

Company	Contact
United States Department of Homeland Security	Ken Stroeck
United States Department of Homeland Security	Daniel F. Sturdivant II
United States Department of Homeland Security	Brenda Thomas
United States Department of Homeland Security	Jamie Thompson
United States Department of Homeland Security	William Thoreen
United States Department of Homeland Security	William J. Thoreen
United States Department of Homeland Security	Jenne Tillman
United States Department of Homeland Security	Debra Trott
United States Department of Homeland Security	Mark A. Urciuolo
United States Department of Homeland Security	Ron Venable
United States Department of Homeland Security	Barbara Veres
United States Department of Homeland Security	Ilene Waggoner
United States Department of Homeland Security	Angela Williams
United States Department of Homeland Security	Kerri Williams
United States Department of Homeland Security	Taren Williams
United States Department of Homeland Security	Patricia Wyatt
United States Department of Homeland Security	David Zeppieri
United States Department of Housing & Urban Development	Susan Adams
United States Department of Housing & Urban Development	James Aiken
United States Department of Housing & Urban Development	Marcene Anderson
United States Department of Housing & Urban Development	Selena P. Anderson
United States Department of Housing & Urban Development	Wayne Bernacki
United States Department of Housing & Urban Development	Paula O. Blunt
United States Department of Housing & Urban Development	Hope Brooks
United States Department of Housing & Urban Development	Cedric A. Brown
United States Department of Housing & Urban Development	Preston Brown
United States Department of Housing & Urban Development	Stan Buch
United States Department of Housing & Urban Development	Jennifer Bullough
United States Department of Housing & Urban Development	Patrick Coates
United States Department of Housing & Urban Development	Carolyn H. Cockrell
United States Department of Housing & Urban Development	Charles C. Famuliner
United States Department of Housing & Urban Development	Howard Gentry
United States Department of Housing & Urban Development	Kelvin Glymph
United States Department of Housing & Urban Development	Anil Gola
United States Department of Housing & Urban Development	Sarita Harper
United States Department of Housing & Urban Development	Meishoma A. Hayes
United States Department of Housing & Urban Development	Valerie Hayes
United States Department of Housing & Urban Development	Alphonso Jackson
United States Department of Housing & Urban Development	Michael Kirby
United States Department of Housing & Urban Development	James Lane
United States Department of Housing & Urban Development	Lafonda Lewis
United States Department of Housing & Urban Development	Gloria Lopez
United States Department of Housing & Urban Development	Stephen Lowe
United States Department of Housing & Urban Development	Florante (Ronnie) Manuel

Company	Contact
United States Department of Housing & Urban Development	Amelia McCormick
United States Department of Housing & Urban Development	Michael Mee
United States Department of Housing & Urban Development	Julius Mock
United States Department of Housing & Urban Development	Collins Mona
United States Department of Housing & Urban Development	Ozema "Ozzie" Moore
United States Department of Housing & Urban Development	Delores Pruden
United States Department of Housing & Urban Development	Lisa Schlosser
United States Department of Housing & Urban Development	Lisa Simon
United States Department of Housing & Urban Development	Diana Stephens
United States Department of Housing & Urban Development	David H. Stevens
United States Department of Housing & Urban Development	Elking Tarver
United States Department of Housing & Urban Development	June Young
United States Department of Labor	Keith Bond
United States Department of Labor	Jillian Matz
United States Department of the Army	
United States Department of the Army	Wanda Adams
United States Department of the Army	Janice L. Addison
United States Department of the Army	Addison Allen
United States Department of the Army	Andrea Armstrong
United States Department of the Army	Odis Atkinson
United States Department of the Army	Dennis Ayotte
United States Department of the Army	Laurie Bagby
United States Department of the Army	Barbara J. Baker
United States Department of the Army	Karen Baker
United States Department of the Army	Jacquelyn Barbour
United States Department of the Army	Finetta Bean
United States Department of the Army	Edward Bierma
United States Department of the Army	Judith Blake
United States Department of the Army	Mark Blanco
United States Department of the Army	Susan Boblitt
United States Department of the Army	Frank Bowders
United States Department of the Army	Joseph Bowers
United States Department of the Army	Valaida Bradford
United States Department of the Army	Robert Brandau
United States Department of the Army	Clinton B. Brown
United States Department of the Army	Diane M. Brown
United States Department of the Army	Patricia Bruce
United States Department of the Army	Pat Buchanan
United States Department of the Army	Richard Burdett
United States Department of the Army	Brendan Burke
United States Department of the Army	Roy Cantrell
United States Department of the Army	Arlene Dee Carlson
United States Department of the Army	Lynn Carlson
United States Department of the Army	Bryan Carter
United States Department of the Army	Russell Cavin

Company	Contact
United States Department of the Army	William Chavez
United States Department of the Army	James Choate
United States Department of the Army	David Clonts
United States Department of the Army	Claudia Colvin
United States Department of the Army	Terri Corbett
United States Department of the Army	Diana Crooks
United States Department of the Army	Scott Crosson
United States Department of the Army	Stanley Daise
United States Department of the Army	Greg Davies
United States Department of the Army	Jimmy Deer
United States Department of the Army	William Delise
United States Department of the Army	Wendy Despres
United States Department of the Army	Debra Dickerson-Small
United States Department of the Army	Gloria Dix
United States Department of the Army	Robert Dombroski
United States Department of the Army	Brian Dosa
United States Department of the Army	Kathy Doyle-Lehman
United States Department of the Army	Joseph F. Dunford, Jr.
United States Department of the Army	Richard Edler
United States Department of the Army	Geneva Emiliani
United States Department of the Army	Tony Epps
United States Department of the Army	Victor J. Ferlise
United States Department of the Army	Larry Field
United States Department of the Army	Daphne Foster
United States Department of the Army	Jeff Foster
United States Department of the Army	Danielle A. Frank
United States Department of the Army	Ronald Fushi
United States Department of the Army	Paul L. Gardner
United States Department of the Army	Eugene Garrett
United States Department of the Army	Eric Gleason
United States Department of the Army	Scot Gleason
United States Department of the Army	Melvin Grayson
United States Department of the Army	Sharon Grayson
United States Department of the Army	David B. Grove
United States Department of the Army	Don Grskovich
United States Department of the Army	Ted Guzman
United States Department of the Army	Christine P. Haber
United States Department of the Army	Cheryl Hall
United States Department of the Army	Edward Hall
United States Department of the Army	Aaron Hardy
United States Department of the Army	Terrence Hardy
United States Department of the Army	Marilyn J. Harris
United States Department of the Army	David Hart
United States Department of the Army	Sharon Hastings
United States Department of the Army	Xavier Hernandez

Company	Contact
United States Department of the Army	Paul Hesco
United States Department of the Army	Shelly Hickling
United States Department of the Army	Dave Hill
United States Department of the Army	Susan Hohenberg
United States Department of the Army	Craig Horvath
United States Department of the Army	Glenn Howie
United States Department of the Army	Pat Huber
United States Department of the Army	Ernest Jamison
United States Department of the Army	Kristine Jaumotte
United States Department of the Army	James Jay
United States Department of the Army	Suellen Jeffress
United States Department of the Army	David Johnson
United States Department of the Army	Jeannette Jordan
United States Department of the Army	Mark Junda
United States Department of the Army	Elaine Kays
United States Department of the Army	Bob Keen
United States Department of the Army	Chester Keller
United States Department of the Army	Donald Kennedy
United States Department of the Army	Paula Kestler
United States Department of the Army	Kenneth Kitahara
United States Department of the Army	Ken Koch
United States Department of the Army	Julie L. Krnc
United States Department of the Army	Bruce LaBar
United States Department of the Army	Vera Lanza
United States Department of the Army	Darrel Larson
United States Department of the Army	Jeanine Lattin
United States Department of the Army	Sharon Leary
United States Department of the Army	Cynthia Lee
United States Department of the Army	Juliana Lee
United States Department of the Army	Donna Leketa
United States Department of the Army	Eva Lewis
United States Department of the Army	Carol L'Hommedieu
United States Department of the Army	Carmen Lindstrom
United States Department of the Army	Anthony (Tony) Lisuzzo
United States Department of the Army	Kevin R. Loesch
United States Department of the Army	Cheryl Lowery
United States Department of the Army	Jan Luce
United States Department of the Army	Bonnie Maliszewski
United States Department of the Army	Bonnie Maliszewski
United States Department of the Army	Jane F. Maliszewski
United States Department of the Army	Gary Martin
United States Department of the Army	Johnathan Martin
United States Department of the Army	Karen Martin
United States Department of the Army	Jerome Maultsby
United States Department of the Army	Ann Mays

Company	Contact
United States Department of the Army	Bill McCarver
United States Department of the Army	Katie McGrath
United States Department of the Army	Karen McKibben
United States Department of the Army	Laurinda Millage
United States Department of the Army	Everett C. Miller II
United States Department of the Army	Pamela Monroe
United States Department of the Army	Jeff Moore
United States Department of the Army	Jan Moreh
United States Department of the Army	Missy Morgan
United States Department of the Army	Lottie Morris
United States Department of the Army	Alyssa Murray
United States Department of the Army	Carl Nagel
United States Department of the Army	Ben Nash
United States Department of the Army	Mark Newton
United States Department of the Army	Adriene Norman
United States Department of the Army	MAUREEN O'MARA
United States Department of the Army	Mark Opilla
United States Department of the Army	Eric Partin
United States Department of the Army	Mark Paun
United States Department of the Army	Franz Philippe
United States Department of the Army	Tracey Pinson
United States Department of the Army	Robert Price
United States Department of the Army	Kevin Puma
United States Department of the Army	Cynthia Purdie
United States Department of the Army	Theresa Quick
United States Department of the Army	John Rasmussen
United States Department of the Army	Delena Rauanheimo
United States Department of the Army	Robert Reeves
United States Department of the Army	Erika Reinikainen
United States Department of the Army	Ron Richards
United States Department of the Army	Ofelia Rivera
United States Department of the Army	Hollie Robinson
United States Department of the Army	Thomas Rokita
United States Department of the Army	Christine Ryskamp
United States Department of the Army	Barry Salis
United States Department of the Army	Shannyn Scassero
United States Department of the Army	Robert J. Schenk
United States Department of the Army	Edna Sheridan
United States Department of the Army	Judy Shifflett
United States Department of the Army	Joe Shipposh
United States Department of the Army	John E. Sklinar
United States Department of the Army	Elizabeth Small
United States Department of the Army	Nancy Small
United States Department of the Army	Jona Smith
United States Department of the Army	Karen Smith

Company	Contact
United States Department of the Army	Marianne Stakem
United States Department of the Army	Sharon Star
United States Department of the Army	Elaine Starkes
United States Department of the Army	Robin Stoltz
United States Department of the Army	Delmar Sutton
United States Department of the Army	S. Tatigian
United States Department of the Army	Dwayne Terry
United States Department of the Army	Robin Thomas
United States Department of the Army	Cheryl Ann Tryon
United States Department of the Army	Annie Tucker
United States Department of the Army	Jana Tull
United States Department of the Army	Ada Veney
United States Department of the Army	Greg Wagenknecht
United States Department of the Army	Vicki Walker
United States Department of the Army	Carl E. Washington Jr.
United States Department of the Army	Bettye J. Whitfield
United States Department of the Army	Renee Willis-Williams
United States Department of the Army	Evelyn M. Wilson
United States Department of the Army	Jim Wright
United States Department of the Army	Linda Wright
United States Department of the Army	Minsong Yi
United States Department of the Army	Bonita Zander
United States Department of the Interior	Donald Abamonte
United States Department of the Interior	Alan Adrian
United States Department of the Interior	Debra Bridge
United States Department of the Interior	Jason Brown
United States Department of the Interior	Sharon Bruce
United States Department of the Interior	Mary Carver
United States Department of the Interior	Gregory Chizewsky
United States Department of the Interior	Donald Clifton
United States Department of the Interior	Myra Cordero
United States Department of the Interior	Michael Donaldson
United States Department of the Interior	Robin Doyle
United States Department of the Interior	Yvonne Edwards
United States Department of the Interior	Kathleen Engel
United States Department of the Interior	Robert W. Faithful IV
United States Department of the Interior	Michael Farrel
United States Department of the Interior	Monica Faulk
United States Department of the Interior	Andrew Flanzer
United States Department of the Interior	Matthew Gormley
United States Department of the Interior	Judith Grant
United States Department of the Interior	Sharon Hallinan
United States Department of the Interior	Lavanna Stevenson Harris
United States Department of the Interior	Lydia Hendershot
United States Department of the Interior	Stephanie Hicks

Company	Contact
United States Department of the Interior	Roberta Hines
United States Department of the Interior	Paulette Hundley
United States Department of the Interior	Mark Hunter
United States Department of the Interior	Cheryl Hyatt
United States Department of the Interior	Leta Jim
United States Department of the Interior	Wayne Johnson
United States Department of the Interior	Norma Kinsey
United States Department of the Interior	Jim Kinslow
United States Department of the Interior	David Kollmeyer
United States Department of the Interior	Carol Lawson
United States Department of the Interior	Geraldine Lyons
United States Department of the Interior	John Machen
United States Department of the Interior	Sharon McDowell
United States Department of the Interior	David Mitchell
United States Department of the Interior	Leonard Nadybal
United States Department of the Interior	Melicent Nhan
United States Department of the Interior	Michelle Obaugh
United States Department of the Interior	Megan Olsen
United States Department of the Interior	Kim Oshinski
United States Department of the Interior	Dotty Quinn
United States Department of the Interior	Maria Bel Carmen Rivera
United States Department of the Interior	Robert Roberts
United States Department of the Interior	Alan Rumney
United States Department of the Interior	Charles Spencer
United States Department of the Interior	James Thomas
United States Department of the Interior	Birgitt Tilley
United States Department of the Interior	W. Hord Tipton
United States Department of the Interior	Virginia Toledo
United States Department of the Interior	Linda Twombly
United States Department of the Interior	Hector Vega
United States Department of the Interior	Linda K. Vertrees
United States Department of the Interior	Andrew Vesloski
United States Department of the Interior	Doreen Vieira-Cross
United States Department of the Interior	Lauren Yates
United States Department of the Interior	Jay Zagursky
United States Department of the Navy	Glenn Delgado
United States Department of the Navy	Nicole Denofa
United States Department of the Navy	Guy Goss
United States Department of the Navy	Frank Murray
United States Department of the Navy	Kay V. Proctor
United States Department of the Navy	James Swizewski
United States Department of the Treasury	Wayne Jeffers
United States Department of the Treasury	Susan K. Tsui
United States Department of Transportation	Dennis Filler
United States Department of Transportation	Christian Hellie

Company	Contact
United States Department of Transportation	Verna L. Velez
United States Department of Veterans Affairs	Michael Gibbs
United States General Services Administration	Joan Parrott-Fonseca
United States International Trade Commission	Deborah Kearns
United States Nuclear Regulatory Commission	Deborah Neff
United States Securities and Exchange Commission	
United States Securities and Exchange Commission	
United States Securities and Exchange Commission	Paul S. Atkins
United States Securities and Exchange Commission	Gina Basile
United States Securities and Exchange Commission	Bonnie Kartzman
United States Securities and Exchange Commission	Robert Khuzami
United States Securities and Exchange Commission	Kenneth Lynch
United States Securities and Exchange Commission	Jeffery L. Ovall
United States Securities and Exchange Commission	Lorin Reisner
United States Securities and Exchange Commission	Mary L. Schapiro
United States Securities and Exchange Commission	Ollie R. Wade
United States Senator Elizabeth Warren	Elizabeth Warren
United States Senator Tom Coburn	Tom Coburn
US Family Health Plan	Fred Concepcion
Wildwood Communications	Fran Austad Hudson
World Information Technology Solutions, LLC	Dudley Allen
World Information Technology Solutions, LLC	Evelyn A. Hayes
World Information Technology Solutions, LLC	Johnathan Lewis
World Information Technology Solutions, LLC	Paul Secrest
World Information Technology Solutions, LLC	Michael Shadoan
World Information Technology Solutions, LLC	James Stark

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SUBPOENAS

UPDATE TO 6/3/19 FILING

Veronica A. Williams
P.O. Box 978
South Orange, NJ 07079
Email StopFraud@vawilliams.com
Phone 973-715-8580

THIS DOCUMENT MAY BE DOWNLOADED AT

http://finfix.org/NJSuperior_2019/Case-Docket_F-00839-13_Subpoenas-Filed_6-21-19.pdf

SUPERIOR COURT OF NEW JERSEY

HSBC Bank USA, National Association as
Trustee for Fremont Home Loan Trust 2006-
C, Mortgage-Backed Certificates, Series
2006-C

Plaintiff

Veronica Williams, et als.

Defendant, Pro Se

IN THE SUPERIOR COURT OF NEW JERSEY

**ESSEX COUNTY
CHANCERY DIVISION**

Case No. F – 000839-13

**SUBPOENAS
TO MEET MOTION DEFICIENCY
IN RESPONSE TO CHC2019204674:**

**EXECUTE INJUNCTION AGAINST SALE OF
541 SCOTLAND ROAD, SOUTH ORANGE, NJ,
and DISMISS FORECLOSURE, and
DISMISS MORTGAGE AGAINST 541
SCOTLAND ROAD, S. ORANGE, NJ**

RELATED CASES:

U.S. Court of Appeals, Third District 19-1032

U.S. District Court of NJ Case 2:16-cv-05301-ES-JAD

NJ Case Docket No. ESSX L – 004753-13

NJ Case Docket No. ESSX L – 000081-11

**SUBPEONAS TO MEET MOTION DEFICIENCY IN RESPONSE TO
TRANSACTION ID CHC2019204698**

Subpoenas to Litton Loan Servicing, Ocwen, TD Bank, Daniel Roy, Northwestern Mutual et. al.

Three subpoenas are enclosed to be served on Litton Loan Servicing, Ocwen, TD Bank, Daniel Roy, Deborah Roy, Russell Watson, Marianne Petrozzino, Fred Concepcion, Michael Koch, Juan Carrillo, Elizabeth Rayford and Northwestern Mutual Life Insurance Company. This service is necessary to respond to the refusal of the Defendants and their counsel to acknowledge evidence and testimony provided by Veronica Williams. Williams cannot afford all subpoenas for the forged mortgage at this time. THESE SUBPOENAS ARE ONLY FOR THE FRAUDULENT MORTGAGE AND ILLEGAL FORECLOSURE. SUBPEONAS TO SUPPORT FRAUD WILL BE ISSUED SEPARATELY.

The other fraud in this case is being litigated and mitigated in separate actions and initiatives.

Respectfully submitted,

Veronica A. Williams

Pro Se Counsel

/s/ Veronica A. Williams

Veronica A. Williams

StopFraud@vawilliams.com

(202) 486-4565

June 21, 2019

Plaintiff or Filing Attorney Information:

Name Veronica A. Williams , Per Se
NJ Attorney ID Number _____
Address P.O. Box 978
South Orange, NJ 07079
Telephone Number 202-486-4565

HSBC Bank USA, National Association as Trustee
for Fremont Home Loan Trust 2006-C,
Mortgage-Backed Certificates, Series 2006-C

_____,
Plaintiff,

v.

Veronica Williams,

Defendant.

Superior Court of New Jersey
Chancery Division Essex _____ County
General Equity Part

Docket No. F-000839-13

CIVIL ACTION

Subpoena Duces Tecum

STATE OF NEW JERSEY TO: Litton Loan c/o Ocwen Financial Corp., 1661 Worthington Road, Suite 100, West Palm Beach, Florida 33409

YOU ARE HEREBY COMMANDED to appear in person before the Superior Court of New Jersey, Chancery Division, Essex _____ County, Foreclosure _____ Part, at the Court House located at 212 Washington St, Room 8th floor, Newark, NJ 07102 on _____ at _____ a.m./ p.m. and there to testify as a witness in the above- captioned matter.

YOU ARE ALSO COMMANDED to bring with you and to produce at that time the following described books, papers, documents and other tangible things:

1. All information since 2004, including monthly statements, for **ALL** Accounts for Veronica Williams & property at 541 Scotland Road, South Orange, NJ 07079 **including but not limited to Mortgage Loan No. 40212367**
2. Information should include, but is not limited to, account balances **acquired by & transferred to** Litton Loan in 2005 and balances **transferred to** Fremont Investment & Loan in 2006

Provided that if you are notified that a motion to quash the subpoena has been filed, the subpoenaed evidence shall not be produced or released until ordered to do so by the court or the release is consented to by all parties to the action.

Failure to appear or comply with the command of this Subpoena will subject you to the penalties provided by law.

Dated: _____

Michelle M. Smith, Clerk of the Superior Court

PROOF OF SERVICE

I, _____, being over the age of 18, served the attached subpoena by delivering a copy to _____ at _____ and by handing him/her the fee of \$2.00 for one day's attendance and, if applicable, a mileage fee of \$_____, as allowed by law

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

Date _____

Signature _____

Plaintiff or Filing Attorney Information:

Name Veronica A. Williams , Per Se
NJ Attorney ID Number _____
Address P.O. Box 978
South Orange, NJ 07079
Telephone Number 202-486-4565

HSBC Bank USA, National Association as Trustee
for Fremont Home Loan Trust 2006-C,
Mortgage-Backed Certificates, Series 2006-C

_____,
Plaintiff,

v.

Veronica Williams,

Defendant.

Superior Court of New Jersey
Chancery Division Essex _____ County
General Equity Part

Docket No. F-000839-13

CIVIL ACTION

Subpoena Duces Tecum

STATE OF NEW JERSEY TO: Ocwen Loan Servicing , 1661 Worthington Road, Suite 100, West Palm Beach, FL 33409-6488 Mortgage No. 7090650115

YOU ARE HEREBY COMMANDED to appear in person before the Superior Court of New Jersey, Chancery Division, Essex _____ County, Foreclosure _____ Part, at the Court House located at 212 Washington St, Room 8th floor, Newark, NJ 07102 on _____ at _____ a.m./ p.m. and there to testify as a witness in the above- captioned matter.

YOU ARE ALSO COMMANDED to bring with you and to produce at that time the following described books, papers, documents and other tangible things:

1. Original mortgage agreement made available to NJ Court for Defendants’ forensics team
2. All information since 1983, including monthly statements & payments for ALL Accounts for Veronica Williams

Provided that if you are notified that a motion to quash the subpoena has been filed, the subpoenaed evidence shall not be produced or released until ordered to do so by the court or the release is consented to by all parties to the action.

Failure to appear or comply with the command of this Subpoena will subject you to the penalties provided by law.

Dated: _____
Michelle M. Smith, Clerk of the Superior Court

PROOF OF SERVICE

I, _____, being over the age of 18, served the attached subpoena by delivering a copy to _____ at _____ and by handing him/her the fee of \$2.00 for one day's attendance and, if applicable, a mileage fee of \$_____, as allowed by law

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

Date _____

Signature _____

Plaintiff or Filing Attorney Information:

Name Veronica A. Williams , Per Se
NJ Attorney ID Number _____
Address P.O. Box 978
South Orange, NJ 07079
Telephone Number 202-486-4565

HSBC Bank USA, National Association as Trustee
for Fremont Home Loan Trust 2006-C,
Mortgage-Backed Certificates, Series 2006-C

_____,
Plaintiff,

v.

Veronica Williams,

Defendant.

Superior Court of New Jersey
Chancery Division Essex _____ County
General Equity Part

Docket No. F-000839-13

CIVIL ACTION

Subpoena Duces Tecum

STATE OF NEW JERSEY TO: TD Bank , US Headquarters, 1701 Route 70 East, Cherry Hill, NJ 08034

YOU ARE HEREBY COMMANDED to appear in person before the Superior Court of New Jersey,
Chancery Division, Essex _____ County, Foreclosure _____ Part, at the Court House located at
212 Washington St, Room 8th floor, Newark, NJ 07102 on _____ at _____ a.m./ p.m. and there
to testify as a witness in the above- captioned matter.

YOU ARE ALSO COMMANDED to bring with you and to produce at that time the following
described books, papers, documents and other tangible things:

1. All statements, including monthly statements, for Account No. 3451044323 from 1983 – Jan. 2019
2. ALL Detailed information on wire transfer from Fremont Investment & Loan or Freedom Bank on 3/31/2006 (\$86,526.34 or correct amount)
3. _____

Provided that if you are notified that a motion to quash the subpoena has been filed, the
subpoenaed evidence shall not be produced or released until ordered to do so by the court or the release
is consented to by all parties to the action.

Failure to appear or comply with the command of this Subpoena will subject you to the penalties
provided by law.

Dated: _____
Michelle M. Smith, Clerk of the Superior Court

PROOF OF SERVICE

I, _____, being over the age of 18, served the attached subpoena by delivering a copy to _____ at _____ and by handing him/her the fee of \$2.00 for one day's attendance and, if applicable, a mileage fee of \$_____, as allowed by law

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

Date _____

Signature _____

Plaintiff or Filing Attorney Information:

Name Veronica A. Williams , Per Se
NJ Attorney ID Number _____
Address P.O. Box 978
South Orange, NJ 07079
Telephone Number 202-486-4565

HSBC Bank USA, National Association as Trustee
for Fremont Home Loan Trust 2006-C,
Mortgage-Backed Certificates, Series 2006-C

_____,
Plaintiff,

v.

Veronica Williams,

Defendant.

Superior Court of New Jersey
Chancery Division Essex _____ County
General Equity Part

Docket No. F-000839-13

CIVIL ACTION

Subpoena Duces Tecum

STATE OF NEW JERSEY TO: Daniel Roy , 3300 Millburn Avenue, Maplewood, NJ 07040

YOU ARE HEREBY COMMANDED to appear in person before the Superior Court of New Jersey,
Chancery Division, Essex _____ County, Foreclosure _____ Part, at the Court House located at
212 Washington St, Room 8th floor, Newark, NJ 07102 on _____ at _____ a.m./ p.m. and there to
testify as a witness in the above- captioned matter.

YOU ARE ALSO COMMANDED to bring with you and to produce at that time the following
described books, papers, documents and other tangible things:

1. All documents and notes relating to Veronica Williams’ mortgage agreement with your signature
2. All information relating to work performed for Stern & Eisenberg, Royal Title Service & Opal Title

Provided that if you are notified that a motion to quash the subpoena has been filed, the
subpoenaed evidence shall not be produced or released until ordered to do so by the court or the release
is consented to by all parties to the action.

Failure to appear or comply with the command of this Subpoena will subject you to the penalties
provided by law.

Dated: _____

Michelle M. Smith, Clerk of the Superior Court

PROOF OF SERVICE

I, _____, being over the age of 18, served the attached subpoena by delivering a copy to _____ at _____ and by handing him/her the fee of \$2.00 for one day's attendance and, if applicable, a mileage fee of \$_____, as allowed by law

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

Date _____

Signature _____

Plaintiff or Filing Attorney Information:

Name Veronica A. Williams , Per Se
NJ Attorney ID Number _____
Address P.O. Box 978
South Orange, NJ 07079
Telephone Number 202-486-4565

HSBC Bank USA, National Association as Trustee
for Fremont Home Loan Trust 2006-C,
Mortgage-Backed Certificates, Series 2006-C

_____,
Plaintiff,

v.

Veronica Williams,

Defendant.

Superior Court of New Jersey
Chancery Division Essex _____ County
General Equity Part

Docket No. F-000839-13

CIVIL ACTION

Subpoena Duces Tecum

STATE OF NEW JERSEY TO: Deborah Roy , 369 Woodland Place, South Orange, NJ 07079

YOU ARE HEREBY COMMANDED to appear in person before the Superior Court of New Jersey,
Chancery Division, Essex _____ County, Foreclosure _____ Part, at the Court House located at
212 Washington St, Room 8th floor, Newark, NJ 07102 on _____ at _____ a.m./ p.m. and there to
testify as a witness in the above- captioned matter.

YOU ARE ALSO COMMANDED to bring with you and to produce at that time the following
described books, papers, documents and other tangible things:

1. Relating to the filing of Veronica Williams’ mortgage agreement with Essex County New Jersey
2. All information relating to work performed for Daniel Roy, Royal Title Service & Opal Title

Provided that if you are notified that a motion to quash the subpoena has been filed, the
subpoenaed evidence shall not be produced or released until ordered to do so by the court or the release
is consented to by all parties to the action.

Failure to appear or comply with the command of this Subpoena will subject you to the penalties
provided by law.

Dated: _____

Michelle M. Smith, Clerk of the Superior Court

PROOF OF SERVICE

I, _____, being over the age of 18, served the attached subpoena by delivering a copy to _____ at _____ and by handing him/her the fee of \$2.00 for one day's attendance and, if applicable, a mileage fee of \$_____, as allowed by law

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

Date _____

Signature _____

Plaintiff or Filing Attorney Information:

Name Veronica A. Williams , Per Se
NJ Attorney ID Number _____
Address P.O. Box 978
South Orange, NJ 07079
Telephone Number 202-486-4565

HSBC Bank USA, National Association as Trustee
for Fremont Home Loan Trust 2006-C,
Mortgage-Backed Certificates, Series 2006-C

_____,
Plaintiff,

v.

Veronica Williams,

Defendant.

Superior Court of New Jersey
Chancery Division Essex _____ County
General Equity Part

Docket No. F-000839-13

CIVIL ACTION

Subpoena Duces Tecum

STATE OF NEW JERSEY TO: Russell Watson , Opal Title, 3300 Maplewood Avenue, Maplewood, NJ 07040

YOU ARE HEREBY COMMANDED to appear in person before the Superior Court of New Jersey, Chancery Division, Essex _____ County, Foreclosure _____ Part, at the Court House located at 212 Washington St, Room 8th floor, Newark, NJ 07102 on _____ at _____ a.m./ p.m. and there to testify as a witness in the above- captioned matter.

YOU ARE ALSO COMMANDED to bring with you and to produce at that time the following described books, papers, documents and other tangible things:

1. Relating to the filing of Veronica Williams’ mortgage agreement with Essex County New Jersey
2. All information relating to work performed for Daniel Roy, Royal Title Service & Opal Title

Provided that if you are notified that a motion to quash the subpoena has been filed, the subpoenaed evidence shall not be produced or released until ordered to do so by the court or the release is consented to by all parties to the action.

Failure to appear or comply with the command of this Subpoena will subject you to the penalties provided by law.

Dated: _____

Michelle M. Smith, Clerk of the Superior Court

PROOF OF SERVICE

I, _____, being over the age of 18, served the attached subpoena by delivering a copy to _____ at _____ and by handing him/her the fee of \$2.00 for one day's attendance and, if applicable, a mileage fee of \$_____, as allowed by law

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

Date _____

Signature _____

Plaintiff or Filing Attorney Information:

Name Veronica A. Williams , Per Se
NJ Attorney ID Number _____
Address P.O. Box 978
South Orange, NJ 07079
Telephone Number 202-486-4565

HSBC Bank USA, National Association as Trustee
for Fremont Home Loan Trust 2006-C,
Mortgage-Backed Certificates, Series 2006-C

_____,
Plaintiff,
v.
Veronica Williams,
Defendant.

Superior Court of New Jersey
Chancery Division Essex _____ County
General Equity Part

Docket No. F-000839-13

CIVIL ACTION
Subpoena Duces Tecum

STATE OF NEW JERSEY TO: Ms. Marianne Petrozzino , former Notary of the Public, 12 LaDuunette Dr., Toms River, NJ 08757

YOU ARE HEREBY COMMANDED to appear in person before the Superior Court of New Jersey, Chancery Division, Essex _____ County, Foreclosure _____ Part, at the Court House located at 212 Washington St, Room 8th floor, Newark, NJ 07102 on _____ at _____ a.m./ p.m. and there to testify as a witness in the above- captioned matter.

YOU ARE ALSO COMMANDED to bring with you and to produce at that time the following described books, papers, documents and other tangible things:

1. Relating to the signing of Veronica Williams’ mortgage agreement with Essex County New Jersey
2. All information relating to work performed for Daniel Roy, Royal Title Service, Opal Title or Stern & Eisenberg

Provided that if you are notified that a motion to quash the subpoena has been filed, the subpoenaed evidence shall not be produced or released until ordered to do so by the court or the release is consented to by all parties to the action.

Failure to appear or comply with the command of this Subpoena will subject you to the penalties provided by law.

Dated: _____
Michelle M. Smith, Clerk of the Superior Court

PROOF OF SERVICE

I, _____, being over the age of 18, served the attached subpoena by delivering a copy to _____ at _____ and by handing him/her the fee of \$2.00 for one day's attendance and, if applicable, a mileage fee of \$_____, as allowed by law

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

Date _____

Signature _____

Plaintiff or Filing Attorney Information:

Name Veronica A. Williams , Per Se
NJ Attorney ID Number _____
Address P.O. Box 978
South Orange, NJ 07079
Telephone Number 202-486-4565

HSBC Bank USA, National Association as Trustee
for Fremont Home Loan Trust 2006-C,
Mortgage-Backed Certificates, Series 2006-C

_____,
Plaintiff,

v.

Veronica Williams,

Defendant.

Superior Court of New Jersey
Chancery Division Essex _____ County
General Equity Part

Docket No. F-000839-13

CIVIL ACTION

Subpoena Duces Tecum

STATE OF NEW JERSEY TO: Fred Concepcion, Senior Provider Networks Relations/Contracting Specialist, c/o US Family Health Plan, 450 West 3rd St., 11th Floor, New York, NY 10001

YOU ARE HEREBY COMMANDED to appear in person before the Superior Court of New Jersey, Chancery Division, Essex _____ County, Foreclosure _____ Part, at the Court House located at 212 Washington St, Room 8th floor, Newark, NJ 07102 on _____ at _____ a.m./ p.m. and there to testify as a witness in the above- captioned matter.

YOU ARE ALSO COMMANDED to bring with you and to produce at that time the following described books, papers, documents and other tangible things:

1. All documents relating to your employment with Fremont Investment and Loan aka Freedom Mortgage in New Jersey between 2005 and 2007
2. All information regarding referrals your wife gave you while selling mortgages

Provided that if you are notified that a motion to quash the subpoena has been filed, the subpoenaed evidence shall not be produced or released until ordered to do so by the court or the release is consented to by all parties to the action.

Failure to appear or comply with the command of this Subpoena will subject you to the penalties provided by law.

Dated: _____

Michelle M. Smith, Clerk of the Superior Court

PROOF OF SERVICE

I, _____, being over the age of 18, served the attached subpoena by delivering a copy to _____ at _____ and by handing him/her the fee of \$2.00 for one day's attendance and, if applicable, a mileage fee of \$_____, as allowed by law

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

Date _____

Signature _____

Plaintiff or Filing Attorney Information:

Name Veronica A. Williams , Per Se
NJ Attorney ID Number _____
Address P.O. Box 978
South Orange, NJ 07079
Telephone Number 202-486-4565

HSBC Bank USA, National Association as Trustee
for Fremont Home Loan Trust 2006-C,
Mortgage-Backed Certificates, Series 2006-C

Plaintiff,
v.
Veronica Williams,
Defendant.

Superior Court of New Jersey
Chancery Division Essex _____ County
General Equity Part

Docket No. F-000839-13

CIVIL ACTION
Subpoena Duces Tecum

STATE OF NEW JERSEY TO: Michael Koch, Senior Vice President/Controller, c/o HomeXpress
Mortgage Corp., 15641 Red Hill Ave., Suite 205, Tustin, CA 92780

YOU ARE HEREBY COMMANDED to appear in person before the Superior Court of New Jersey,
Chancery Division, Essex _____ County, Foreclosure _____ Part, at the Court House located at
212 Washington St, Room 8th floor, Newark, NJ 07102 on _____ at _____ a.m./ p.m. and there to
testify as a witness in the above- captioned matter.

YOU ARE ALSO COMMANDED to bring with you and to produce at that time the following
described books, papers, documents and other tangible things:

1. All documents while employed at Fremont Investment and Loan that show *checks and balances*,
i.e. processes in place to prevent a mortgage’s principal from being greater than the funds
disbursed to mortgagee plus the balance of any mortgage being refinanced.
2. All information suggesting industry best practices to protect against incorrect numbers,
interest rates, terms and conditions and other elements that will forget a mortgage agreement

Provided that if you are notified that a motion to quash the subpoena has been filed, the
subpoenaed evidence shall not be produced or released until ordered to do so by the court or the release
is consented to by all parties to the action.

Failure to appear or comply with the command of this Subpoena will subject you to the penalties
provided by law.

Dated: _____
Michelle M. Smith, Clerk of the Superior Court

PROOF OF SERVICE

I, _____, being over the age of 18, served the attached subpoena by delivering a copy to _____ at _____ and by handing him/her the fee of \$2.00 for one day's attendance and, if applicable, a mileage fee of \$_____, as allowed by law

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

Date _____

Signature _____

Plaintiff or Filing Attorney Information:

Name Veronica A. Williams , Per Se
NJ Attorney ID Number _____
Address P.O. Box 978
South Orange, NJ 07079
Telephone Number 202-486-4565

HSBC Bank USA, National Association as Trustee
for Fremont Home Loan Trust 2006-C,
Mortgage-Backed Certificates, Series 2006-C
_____,
Plaintiff,
v.
Veronica Williams,
Defendant.

Superior Court of New Jersey
Chancery Division Essex _____ County
General Equity Part

Docket No. F-000839-13

CIVIL ACTION
Subpoena Duces Tecum

STATE OF NEW JERSEY TO: Juan Carrillo, Senior Consultant, Kaiser Permanente, 3280 E. Foothill Blvd., Pasadena, CA 91107

YOU ARE HEREBY COMMANDED to appear in person before the Superior Court of New Jersey, Chancery Division, Essex _____ County, Foreclosure _____ Part, at the Court House located at 212 Washington St, Room 8th floor, Newark, NJ 07102 on _____ at _____ a.m./ p.m. and there to testify as a witness in the above- captioned matter.

YOU ARE ALSO COMMANDED to bring with you and to produce at that time the following described books, papers, documents and other tangible things:

1. All documents while employed at Fremont Investment and Loan that show *checks and balances*, i.e. processes in place to prevent a mortgage’s principal from being greater than the funds disbursed to mortgagee plus the balance of any mortgage being refinanced.
2. All information suggesting industry best practices to protect against incorrect numbers, fraudulent use of private information and other elements of fraud

Provided that if you are notified that a motion to quash the subpoena has been filed, the subpoenaed evidence shall not be produced or released until ordered to do so by the court or the release is consented to by all parties to the action.

Failure to appear or comply with the command of this Subpoena will subject you to the penalties provided by law.

Dated: _____
Michelle M. Smith, Clerk of the Superior Court

PROOF OF SERVICE

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

Date _____

Signature _____

Plaintiff or Filing Attorney Information:

Name Veronica A. Williams , Per Se
NJ Attorney ID Number _____
Address P.O. Box 978
South Orange, NJ 07079
Telephone Number 202-486-4565

HSBC Bank USA, National Association as Trustee
for Fremont Home Loan Trust 2006-C,
Mortgage-Backed Certificates, Series 2006-C

_____,
Plaintiff,

v.

Veronica Williams,

Defendant.

Superior Court of New Jersey
Chancery Division Essex _____ County
General Equity Part

Docket No. F-000839-13

CIVIL ACTION

Subpoena Duces Tecum

STATE OF NEW JERSEY TO: Elizabeth C. Campos (formerly Elizabeth Rayford), 10721 Rivermont Dr., Stockton, CA 95209

YOU ARE HEREBY COMMANDED to appear in person before the Superior Court of New Jersey, Chancery Division, Essex _____ County, Foreclosure _____ Part, at the Court House located at 212 Washington St, Room 8th floor, Newark, NJ 07102 on _____ at _____ a.m./ p.m. and there to testify as a witness in the above- captioned matter.

YOU ARE ALSO COMMANDED to bring with you and to produce at that time the following described books, papers, documents and other tangible things:

1. All documents while employed at Fremont Investment and Loan that show your efforts to correct fraudulent mortgage agreements.

2. All information suggesting Fremont’s rules and protocols to protect against incorrect numbers, fraudulent use of private information and other elements of fraud

Provided that if you are notified that a motion to quash the subpoena has been filed, the subpoenaed evidence shall not be produced or released until ordered to do so by the court or the release is consented to by all parties to the action.

Failure to appear or comply with the command of this Subpoena will subject you to the penalties provided by law.

Dated: _____

Michelle M. Smith, Clerk of the Superior Court

PROOF OF SERVICE

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

Date _____

Signature _____

Plaintiff or Filing Attorney Information:

Name Veronica A. Williams , Per Se
NJ Attorney ID Number _____
Address P.O. Box 978
South Orange, NJ 07079
Telephone Number 202-486-4565

HSBC Bank USA, National Association as Trustee
for Fremont Home Loan Trust 2006-C,
Mortgage-Backed Certificates, Series 2006-C

_____,
Plaintiff,

v.

Veronica Williams,

Defendant.

Superior Court of New Jersey
Chancery Division Essex _____ County
General Equity Part

Docket No. F-000839-13

CIVIL ACTION

Subpoena Duces Tecum

STATE OF NEW JERSEY TO: Northwestern Mutual Life Insurance , 720 East Wisconsin Ave., Milwaukee, WI 53202 Phone 414-661-1444

YOU ARE HEREBY COMMANDED to appear in person before the Superior Court of New Jersey, Chancery Division, Essex _____ County, Foreclosure _____ Part, at the Court House located at 212 Washington St, Room 8th floor, Newark, NJ 07102 on _____ at _____ a.m./ p.m. and there to testify as a witness in the above- captioned matter.

YOU ARE ALSO COMMANDED to bring with you and to produce at that time the following described books, papers, documents and other tangible things:

1. All information since 1979, including monthly statements, for ALL Accounts for Veronica Williams including but not limited to Account Nos. 8887817 , 9248239 , 8307112
2. Information should include all disbursements including front and back of checks processed

Provided that if you are notified that a motion to quash the subpoena has been filed, the subpoenaed evidence shall not be produced or released until ordered to do so by the court or the release is consented to by all parties to the action.

Failure to appear or comply with the command of this Subpoena will subject you to the penalties provided by law.

Dated: _____

Michelle M. Smith, Clerk of the Superior Court

PROOF OF SERVICE

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

Date _____

Signature _____

SUPERIOR COURT OF NEW JERSEY

HSBC Bank USA, National Association as
Trustee for Fremont Home Loan Trust 2006-C,
Mortgage-Backed Certificates, Series 2006-C

Plaintiff

Veronica Williams, et als.

Defendant, Pro Se

IN THE SUPERIOR COURT OF NEW JERSEY
ESSEX COUNTY
CHANCERY DIVISION

Case No. F – 000839-13

MOTION TO:

**EXECUTE INJUNCTION AGAINST SALE
OF 541 SCOTLAND ROAD, SOUTH
ORANGE, NJ, and**

**DISMISS FORECLOSURE and
DISMISS MORTGAGE AGAINST 541
SCOTLAND ROAD, S. ORANGE, NJ**

RELATED CASES:

U.S. Court of Appeals, Third District 19-1032

U.S. District Court of NJ Case 2:16-cv-05301-ES-JAD

NJ Case Docket No. ESSX L – 004753-13

NJ Case Docket No. ESSX L – 000081-11

CERTIFICATION OF SERVICE

I, Veronica Williams, certify that on this 21st day of June 2019, a true and correct copy of this document will be sent to the parties via the method and as addressed below:

Via Email

Steven Keith Eisenberg, Esq
Attorney for Stern & Eisenberg

Senior Partner
Stern & Eisenberg, PC
1581 Main Street, Suite 200
Warrington, PA 18976
Office 267-620-2130
Fax 215-572-5025
jefis@sterneisenberg.com

Via Email

Attorney General for the State
of NJ

Mr. Gurbir S. Grewal
Attorney General
Office of The Attorney General
The State of New Jersey
Richard J. Hughes Justice
Complex (HJC)
25 Market Street
8th Floor, West Wing
Trenton, NJ 08625-0080
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OBCCR@njdcj.org

Via Email

Stuart I. Seiden, Associate
Brett Messinger, Partner
Attorneys for Litton Loan Servicing, HSBC
Bank USA, Goldman Sachs, Ocwen,
Fremont Home Loan trust 2006-C Mortgage-
Backed Certificates Series 2006-C

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Philadelphia, PA 19103-4196
Phone (215) 979-1124
Fax (215) 827-5536
siseiden@duanemorris.com and
LMTRYON@DUANEMORRIS.COM

Respectfully submitted,

Veronica A. Williams
Pro Se Counsel
/s/ Veronica A. Williams
StopFraud@vawilliams.com

(202) 486-4565

June 21, 2019