

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

VERONICA WILLIAMS,

Plaintiff,

v.

LITTON LOAN SERVICING, et al.,

Defendants

Civil Action Number:

2:16-cv-05301-ES-JAD

**WITHDRAWAL OF MOTION FOR PLAINTIFF
TO LODGE AND SERVE EXHIBITS TO COMPLAINT**

PLEASE TAKE NOTICE that Defendant Stern & Eisenberg, P.C. withdraws its Motion for Plaintiff to Lodge Serve Exhibits to Complaint (Pacer Document #16), without prejudice.

Plaintiff served the Exhibits "A" through "J" referenced in the Complaint. Copies of the exhibits served by Plaintiff are appended hereto.

STERN & EISENBERG, PC

/s/ Evan Barenbaum

Evan Barenbaum, Esquire

1581 Main Street, Suite 200

Warrington, PA 18976

Telephone: (267) 620-2130

Facsimile: (215) 572-5025

ebarenbaum@sterneisenberg.com

Exhibit A

Attachment IV – INITIAL REQUEST LETTER

Veronica Ann Williams

P.O. Box 978 ✦ South Orange, New Jersey 07079-0978

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 972-853-6340

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.

Attachment IV – INITIAL REQUEST LETTER

Veronica Ann Williams

P.O. Box 878 ✦ South Orange, New Jersey 07079-0978

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:

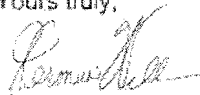
- 30 year, fixed rate of 3%
- 17 payments in non-interest accruing account to be paid off when property is sold
- no points

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

Proof of Income – PAY STUB, RENT CHECK, BANK STATEMENT

CO BP7	FILE 1844	DEPT 010000	CLOCK NUMBER 00055590
-----------	--------------	----------------	--------------------------

Earnings Statement

Period ending: 2/15/2009
Pay date: 2/25/2009



3401 GREENSBORO DRIVE, STE. 500, McLEAN, VA 22102
PAYROLL

Social Security Number: XXX-XX-4037
Taxable Marital Status: Single
Exemptions/Allowances:
Federal: 3
State: 9
Local:

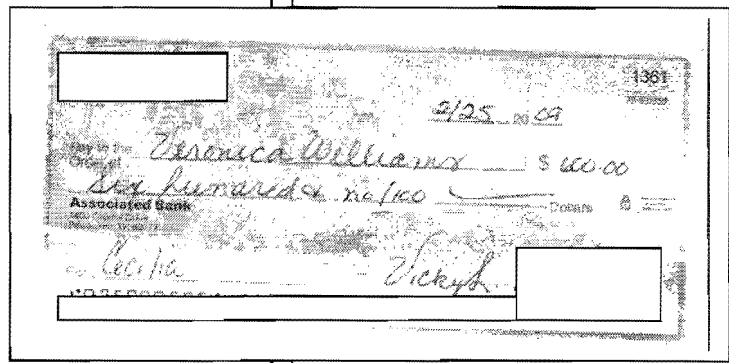
VERONICA WILLIAMS
541 SCOTLAND ROAD
SOUTH ORANGE, NJ 07079

Earnings	rate	hours	this period	year to date
Regular		12.00	634.56	
Gross Pay			\$634.56	

Deductions	Statutory	
Social Security Tax		-34.74*
Medicare Tax		-8.13*
NJ State Income Tax		-3.89*
21 SUI/SOI		-6.44*
Other		
Pre-Tax Dental		-5.00
Pre-Tax Medical		-9.21
Net Pay		\$607.15

Memos

LTD NonACA	9.17
401k Elig Wages	634.56



PNC Online Banking <https://www-rdc.onlinebanking.pnc.com/alservlet/DepositAccountDetail...>

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 XXXXXX4291 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	Withdrawals	Deposits	Balance
03/27/2009	ACH TEL PMT XXXXX2648 Home Finance TEL-PMT	\$650.00	
03/12/2009	CASHED CHECK 1053 023391566	\$200.00	
03/12/2009	DEPOSIT XXXXX1576	\$100.00	
03/04/2009	BRANCH DEPOSIT TEL XXXXX1127 0053	\$600.00	
03/04/2009	BRANCH DEPOSIT TEL XXXXX5914 0068	\$600.00	
03/02/2009	DEPOSIT XXXXX7801	\$200.00	
03/02/2009	BRANCH DEPOSIT TEL XXXXX5913 0373	\$600.00	

← \$600 deposit from 2 of 4 tenants for rent

Exhibit B

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

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.



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

**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 06/15/04
CASHIER'S CHECK



No. 00074041

15-31948

CASHIER'S CHECK

DATE 01/06/17

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

[Signature]
OFFICIAL SIGNATURE

⑆00074041⑆ ⑆054000030⑆ 5302606107⑆

FORM 101 06/15/04
CASHIER'S CHECK



No. 00074040

15-31944

CASHIER'S CHECK

DATE 01/06/17

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

[Signature]
OFFICIAL SIGNATURE

⑆00074040⑆ ⑆054000030⑆ 5302606107⑆

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
------------	-------------------------	------------	------------

[First](#) [Prev](#) Page 1 of 1 [Next](#) [Last](#)

Copyright Litton Loan Servicing LP. © 2008. All Rights Reserved. All other trademarks belong to their respective owners.

Exhibit D

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.

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



Exhibit F

Mailing Address: P.O. Box 978 ❖ South Orange, NJ 07079-0978
Residence – NO MAIL: 541 Scotland Road ❖ South Orange, NJ 07079-3009

November 2, 2009

Mr. Louis Childress
Childress & Jackson
East Orange, NJ

Subject: Litton Loan Foreclosure Action Without Valor
Docket No. F-28279-09, Litton Loan No. 40212367

Sent via Facsimile to 973-678-7512 - 2 total pages

Dear Sir/Madam,

In response to your request, this document explains why Litton's foreclosure action should be denied.

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 delay payments 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. I spoke to Francisco Navarro (2/25/09, 10:30 am), sent follow-up letter to Julius Connor, Navarro's supervisor.

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 by HSBC for foreclosure on my home in late July 2009. This was after notifying Litton that I had surgery in May, in height of search and preparation for additional income, in legal action (Braxton, YWCA, AutoAccident) 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 VW used \$30K payment to pay down debt to improve chances of getting job
VW sent three payments in certified checks that were returned via US mail
Info provided but not acknowledged

I sent another copy of Profit & Loss statements AND Nov/Dec/partial Jan payments via FEDEX; arrived Wed., Oct. 28, 2009 at 8:30 am. Loan modification reviewer, Bessie Cahee still didn't have it by Fri., October 30, 2009.

Powers Kirm, LLC
728 Marne Highway
Suite 209
Moorestown, NJ 08057
Phone 856-802-1000
Fax 856-802-4300
www.powerskirm.com

William M. E. Powers, Jr.
William M.E. Powers, III
Sarah F. Powers
Edward W. Kirm, III
XX Manuel-Coughlin

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

In response to numerous requests, I prepared and submitted the same, extensive information to Litton Loan, several times:

- 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
- I submitted additional information for Workout Plan December 3, 2009

	P&L on Page No.
Final, additional info was requested (12 month P&L) despite P&L was provided in 9/28/09 package (p. 2) & 8/8/09 package (p.2) & 8/2/09 package (p. 2) & 3/29/09 package (p. 9) & 2/25/09 package (p. 2)	
H:\VW_thumb\Carolyn_Separation\Mortgage\LittonRefi\RefiLtr_2-25-09/ ProposedRefiLetter_2-25-09.doc	2
H:\VW_thumb\Carolyn_Separation\Mortgage\LittonRefi\RefiLtr_3-29-09/ Litton_Modification_Application.doc	9
H:\VW_thumb\Carolyn_Separation\Mortgage\LittonRefi\WorkoutPlan_8-09/ Litton_WorkoutPlan_8-2-09.doc	2
H:\VW_thumb\Carolyn_Separation\Mortgage\LittonRefi\WorkoutPlan_8-09/ Litton_WorkoutPlan_8-8-09.doc	2
H:\VW_thumb\Carolyn_Separation\Mortgage\LittonRefi\WorkoutPlan_8-09/ Litton_WorkoutPlan_9-28-09.doc	2
H:\VW_thumb\Carolyn_Separation\Mortgage\LittonRefi\WorkoutPlan_8-09/ Litton_WorkoutPlan_10-19-09_FaxCover.doc	2
H:\VW_thumb\Carolyn_Separation\Mortgage\LittonRefi\WorkoutPlan_8-09/ 09/Litton_WorkoutPlan_10-21-09.pdf	
H:\VW_thumb\Carolyn_Separation\Mortgage\LittonRefi\WorkoutPlan_8-09/ VW_P&LS_for_Litton_11-9-09.pdf	
H:\VW_thumb\Carolyn_Separation\Mortgage\LittonRefi\WorkoutPlan_8-09/ VW_P&LS_for_Litton_11-25-09.pdf	
H:\VW_thumb\Carolyn_Separation\Mortgage\LittonRefi\WorkoutPlan_8-09/ VW_P&LS_for_Litton_12-3-09.doc	
H:\VW_thumb\Carolyn_Separation\Mortgage\LittonRefi\WorkoutPlan_8-09\P&L_12-1-09/ VW_BankStmts_9-10-2009_LL.pdf	
H:\VW_thumb\Carolyn_Separation\Mortgage\LittonRefi\WorkoutPlan_8-09\P&L_12-1-09/ VW_BankStmts_forLitton.pdf	

If you have additional questions please call me at 973-715-8580.

Thank you,

Veronica Williams

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	\$1,000.00	January Payment	\$839.93		
					JAN	\$2,316.53
			February Payment	\$160.07		
		\$2,100.00	February Payment	\$2,100.00		
			New Check	\$56.46		
						<u>\$2,316.53</u>

Exhibit G

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:

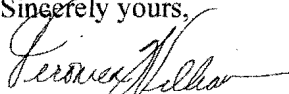
- Lost rental income from tenants who broke leases (Heidi Boon, Shelley Peachey, Catharine Swain)
- Revenue from contracts pending security clearance can no longer be accrued
- Loss of a place to live threatens my ability to earn income on existing contracts (can no longer accrue revenue from existing 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.

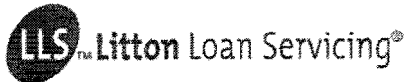
In order to conduct the background investigation you are required to complete an online investigation questionnaire (SF 85P) through the e-QIP system. In addition to this electronic form you will be receiving several other security forms included in this mailing. Please complete everything that you receive 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 [www.dhs.gov/eQIP](#). 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

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.



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.



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.

1400.0189.020410151757

Page 1 of 5

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 St.
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,

Harriett Ames
Branch Chief
Personnel Security Branch

www.fema.gov

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:

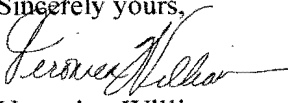
- Lost rental income from tenants who broke leases (Heidi Boon, Shelley Peachey, Catharine Swain)
- Revenue from contracts pending security clearance can no longer be accrued
- Loss of a place to live threatens my ability to earn income on existing contracts (can no longer accrue revenue from existing 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

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

Seton Hall Graduate Students Break Rental Agreements

The rental revenue I reported has been reduced by \$2,085 a month because the following tenants broke their leases 2 months after moving in:

1. Heidi Boon (\$9,900 balance after 1 year; \$20,625 balance after 2 years)
2. Catharine Swain (\$7,560 balance after 1 year; \$ 0 balance after 2 years)
3. Shelley Peachey (\$7,560 balance after 1 year; \$15,750 balance after 2 years)

I incurred substantial expense preparing my home (cleaning, plumbing and other repairs), screening tenants and administering the move-ins for these young women. The rent that they paid did not cover these expenses. In addition to \$ 43,935 in lost rental revenue, I have incurred additional losses from rental preparation and searching for replacement tenants. In short, their actions have proved devastating for me when I could least afford it.

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

VERONICA A. WILLIAMS,

Plaintiff,
v.

LITTON LOAN SERVICING, et al.,

Defendants.

Civil Action Number:

2:16-cv-05301-ES-JAD

CERTIFICATION OF SERVICE

I, Evan Barenbaum, Esquire, on this 6th day of January 2017, being duly sworn according to law, depose and say that a true and correct copy of the Notice to Withdraw Motion for Plaintiff to Lodge Serve Exhibits to Complaint was served upon all parties via ECF, and as indicated below:

Via First-Class Mail
Veronica A. Williams
P.O. Box 978
South Orange, NJ 07079-0978

STERN & EISENBERG, PC

BY: /s/Evan Barenbaum
Evan Barenbaum, Esquire
Attorney for Defendant