

THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

VERONICA A. WILLIAMS

Plaintiffs,

v.

LITTON LOAN SERVICING; HSBC
BANK USA, N.A.; GOLDMAN SACHS
MORTGAGE COMPANY; FREMONT
HOME LOAN TRUST 2006-C
MORTGAGE-BACKED CERTIFICATES,
SERIES 2006-C; OCWEN LOAN
SERVICING LLC; STERN &
EISENBERG, PC; AND OCWEN
FINANCIAL CORPORATION,

Defendants.

Case No.: 2:16-cv-05301-ES-JAD

DEFENDANTS' OPPOSITION TO PLAINTIFF'S
MOTION FOR INTERLOCUTORY INJUNCTION

Presently at issue is Plaintiff Veronica A. Williams ("*Williams*")'s motion for an injunction to stay Defendant HSBC Bank USA, N.A., Fremont Home Loan Trust 2006-C Mortgage-Backed Certificates, Series 2006-C ("*HSBC*")'s foreclosure proceeding in the state court, Essex County Docket No. F-000839-13. But the Anti-Injunction Act expressly bars the stay that Williams seeks. Moreover, an injunction is an extraordinary remedy and Williams' application is woefully inadequate, as it fails to address any of the four required elements to obtain an injunction. Accordingly, her motion should be denied.

I. BACKGROUND FACTS RELEVANT TO THIS MOTION

In March 2006, Williams refinanced the property located at 541 Scotland Road, South Orange, NJ 07079 (the “*Property*”). Complaint, ¶ 3. On March 27, 2006, Williams executed a Mortgage to Mortgage Electronic Registration Systems, as nominee for FGC Commercial Mortgage Finance, DBA Fremont Mortgage its Successors and/or Assigns (“*Fremont*”), in the amount of \$261,000.00 (the “*Mortgage*”), which is recorded in the Essex County Records at Book 11177 at page 730. Certification of Stuart I. Seiden (“*Seiden Cert.*”), ¶ 3; Ex. A. The mortgage subsequently was assigned to HSBC. Complaint, ¶ 4.

HSBC filed a foreclosure action against Williams on January 9, 2013, which is Docket No. F-000839-13. *Seiden Cert.*, ¶ 4, Ex. B. Williams’ filed an Answer on August 9, 2013. *Id.*, Ex. B. HSBC filed a motion for summary judgment and strike the answer and defenses, which was granted on March 31, 2014. *Id.*, Ex. B. HSBC filed a motion for final judgment on September 17, 2014. *Id.*, Ex. B. Williams filed an objection to the amount due in response to that motion, but final judgment was entered on October 27, 2014. *Id.*, Ex. B. There is no pending sheriff’s sale date scheduled with the Essex County Sheriff. *Seiden Cert.*, Ex. ¶ 5 and Ex. C.¹

On October 13, 2016, Williams filed a complaint to initiate the present action. ECF Doc. No. 1. On December 20, 2016, Defendants filed a motion to dismiss the complaint, in its entirety. ECF Doc. No. 15. The motion to dismiss is currently pending and the outcome of that motion will shape the trajectory of this litigation.

¹ Williams’ motion or injunction lists two other Law Department cases in her caption, but both of those cases have been dismissed and are not active. The foreclosure with Docket No. F-000839-13 is the only active case pending in state court against Williams.

II. ARGUMENT

A. THE ANTI-INJUNCTION ACT BARS WILLIAMS' PRECISE REQUEST.

Williams cites to the Anti-Injunction Act, 28 U.S.C. § 2283, which expressly “*prohibits* federal courts from granting injunctions to stay proceedings in a state court.” *Bono v. O'Connor*, No. 156326FLWDEA, 2016 WL 2981475, at *11 (D.N.J. May 23, 2016), *reconsideration denied sub nom. Re v. O'Connor*, No. CV 15-6326(FLW), 2016 WL 7315161 (D.N.J. Oct. 5, 2016) (emphasis added); *Riddhi Sub. LLC v. One Exch. JC LLC*, No. CIV.A. 12-42, 2012 WL 33903, at *2 (D.N.J. Jan. 6, 2012) (“under the Anti-Injunction Act, 28 U.S.C. § 2283, this Court generally lacks the authority to stay any state court proceedings”); *see also U.S. Steel Corp. Plan for Emp. Ins. Benefits v. Musisko*, 885 F.2d 1170, 1175 (3d Cir. 1989) (holding plaintiff cannot evade 28 U.S.C. § 2283 by making request for injunction against party instead of against state court).

Although there are three exceptions to the Anti-Injunction Act, none of them apply to the instant case (nor does Williams argue that any do apply). The three exceptions are when “expressly authorized by Act of Congress, or where necessary in aid of its jurisdiction, or to protect or effectuate its judgments.” *Unger v. Sogluizzo*, No. CIV.A. 14-4074 ES, 2015 WL 1530678, at *8 (D.N.J. Apr. 6, 2015), *aff'd*, No. 15-2149, 2016 WL 7402996 (3d Cir. Dec. 21, 2016). Here, there are no jurisdictional or federal judgment enforcement issues, nor has Williams cited any express authority of Congress to permit the requested injunction. Thus, the Anti-Injunction Act bars Williams’ request and the motion should be denied.

B. WILLIAMS FAILS TO CARRY HER BURDEN OF PROOF TO WARRANT AN INJUNCTION.

Even if this Court considers the merits of Williams’ motion beyond the Anti-Injunction Act, the motion is fatally deficient. “It frequently is observed that a preliminary injunction is an extraordinary and drastic remedy, one that should not be granted unless the movant, *by a clear*

showing, carries the burden of persuasion.” *Figueroa v. Precision Surgical, Inc.*, 423 F. App’x 205, 208 (3d Cir. 2011) (emphasis in original); *Instant Air Freight Co. v. C.F. Air Freight, Inc.*, 882 F.2d 797, 799 (3d Cir. 1989). “There are four factors to consider in assessing a motion for a preliminary injunction: (1) whether the movant has shown a reasonable probability of success on the merits; (2) whether the movant will be irreparably harmed by the denial of relief; (3) whether granting preliminary relief will result in even greater harm to the nonmoving party; and (4) whether granting the preliminary relief will be in the public interest.” *Figueroa*, 423 F. App’x at 207–08 (citing *Council of Alternative Political Parties v. Hooks*, 121 F.3d 876, 879 (3d Cir. 1997)).

“The burden lies with the plaintiff to establish *every element in its favor*, or the grant of a preliminary injunction is inappropriate.” *Figueroa*, 423 F. App’x 205, 209 (3d Cir. 2011); *P.C. Yonkers v. Celebrations of the Party and Seasonal Superstore*, 428 F.3d 504, 508 (3d Cir. 2005).

Williams’ paltry motion utterly fails to address any of the four required elements to obtain an injunction, much less demonstrate that she can establish every element in her favor.

First, the motion does not address whether Williams can show a reasonable probability of success of her claims on the merits. Williams wishes to prevent HSBC from moving forward with the next step of the foreclosure, which is the sheriff’s sale, although none is scheduled at this time. In a wholly conclusory manner, and without citing any evidence, Williams merely states that the “illegal foreclosure will be proven”. Motion at p. 2. Williams includes a hyperlink, which purportedly will provide the “foreclosure case file,” but Williams fails to brief any argument to explain her position regarding the stay to this Court. Furthermore, Williams has not cured her default, which would have qualified her to redeem her Mortgage, or demonstrated any right to property, since her Mortgage has been foreclosed. Under New Jersey law, the mortgage is merged into the final judgment of foreclosure and the mortgage contract is extinguished.” *Washington*

Mut., FA v. Wroblewski, 396 N.J. Super. 144, 149, 933 A.2d 32, 35 (Ch. Div. 2007). HSBC has the legal right under the Mortgage, as it has obtained a final judgment and writ of execution against Williams. ***Regardless of Williams' success in the case at hand, she has not asserted any legal basis in the present action to vacate the final judgment order in the foreclosure action.***

Second, the motion fails to explain how Williams will be irreparably harmed by the denial of her injunction request. Williams does not present any argument to the Court to identify the harm presented by the foreclosure litigation, especially since judgment has already been entered against her. Presumably, Williams does not want the property sold at sheriff's sale; but, she does not indicate that HSBC has even taken steps toward this final action in the foreclosure. The current Essex County Sheriff's website does not indicate that any sheriff's sale has been scheduled. Seiden Cert., Ex. C. To the contrary, final judgment was entered almost three years ago and still the property has not been put up for sale.

Third, the motion fails to address the harm that HSBC will suffer if the injunction is granted. Indeed, HSBC has held a final judgment for several years and is losing money by not selling the property. Williams provides no legal reasoning or supporting evidence that bolsters hindering HSBC from exercising its legal right to execute on its judgment and sell the property.

Fourth, the motion fails to address or demonstrate that granting injunctive relief would be in the public interest. The only party affected by the State Court foreclosure action is Williams. Her motion does not explain how any public interests are at stake in the foreclosure action.

III. CONCLUSION

The Anti-INjunctin Act expressly bars the relief Williams seeks. Moreover, Williams' motion completely omits any reference to the critical four factors to obtain a preliminary objection and is devoid of any supporting evidence that can be construed as meeting the heavy burden requires to warrant this extraordinary remedy. Accordingly, the motion should be denied.

Dated: May 18, 2017

Respectfully submitted,

DUANE MORRIS LLP

/s/ Stuart I. Seiden

By: Brett L. Messinger
Stuart I. Seiden
Kelly K. Bogue
30 South 17th Street
Philadelphia, PA 19103
Telephone: 215.979.1000

*Attorneys for Defendants Litton Loan
Servicing, HSBC Bank USA, N.A., Freemont
Home Loan Trust 2006-C Mortgage-Backed
Certificates, Series 2006-C; Goldman
Sachs; Ocwen Loan Servicing LLC
(incorrectly pled as Ocwen) and Ocwen
Financial Corporation*

THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

VERONICA A. WILLIAMS

Plaintiffs,

v.

LITTON LOAN SERVICING; HSBC BANK
USA, N.A.; GOLDMAN SACHS
MORTGAGE COMPANY; FREMONT
HOME LOAN TRUST 2006-C
MORTGAGE-BACKED CERTIFICATES,
SERIES 2006-C; OCWEN LOAN
SERVICING LLC; STERN & EISENBERG,
PC; AND OCWEN FINANCIAL
CORPORATION,

Defendants.

Case No.: 2:16-cv-05301-ES-JAD

CERTIFICATION OF COUNSEL IN
SUPPORT OF DEFENDANTS'
OPPOSITION TO PLAINTIFF'S
MOTION FOR INTERLOCUTORY
INJUNCTION

I, Stuart I. Seiden, of full age, hereby certify as follows:

1. I am an attorney duly admitted to practice before the Courts of the State of New Jersey and an associate of the law firm Duane Morris LLP, counsel for Defendants Litton Loan Servicing ("**Litton**"), HSBC Bank USA, N.A., as trustee for Freemont Home Loan Trust 2006-C Mortgage-Backed Certificates, Series 2006-C ("**HSBC**"); Goldman Sachs Mortgage Company ("**Goldman Sachs**"); Ocwen Loan Servicing LLC ("**Ocwen**"), and Ocwen Financial Corporation (collectively, "**Defendants**").

2. I make this Certification in support of Defendants' Opposition to Plaintiff's Motion for an Interlocutory Injunction.

3. Attached as Exhibit "A" is a true and correct copy of the recorded Mortgage executed by Williams and recorded in the public records of Essex County in Book 11177 at page 730.

4. Attached as Exhibit "B" is a true and correct copy of the state court docket of HSBC's foreclosure action filed in Essex County Chancery Division, Docket No F-000839-13.

5. I have searched the sheriff's sales website for Essex County and can confirm that there is no pending sheriff's sale date scheduled with the Essex County Sheriff for the property at issue in this case. Attached as Exhibit "C" is a true and correct copy of a print out of the sheriff's sale website for Essex County.

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

Dated: May 18, 2017

/s/ Stuart I. Seiden
STUART I. SEIDEN

EXHIBIT A

Return To:
FREMONT MORTGAGE
P.O. BOX 34078
FULLERTON, CA 92834-34078



Prepared By:
BARBARA LIGON

Instr# 6053635 Carole A. Graves
Recorded/Filed BB 2 Essex County Register
04/05/2008 15:33:4 Ek 11177 Pg 730 #Pgs 21 v

8000082616

(Space Above This Line For Recording Data)

MORTGAGE

MIN 1001944-8000082616-2

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated **March 27, 2006** together with all Riders to this document.
- (B) "Borrower" is **VERONICA WILLIAMS**

Borrower is the mortgagor under this Security Instrument.
(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

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

Form 2006
Page 1 of 15

Initials

YMP MORTGAGE FORMS - (800)521-7261



(D) "Lender" is FSG COMMERCIAL MORTGAGE FINANCE, DBA FRENONT 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 92821

(E) "Note" means the promissory note signed by Borrower and dated March 27, 2006
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, 2036

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

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

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

- Adjustable Rate Rider
- Balloon Rider
- VA Rider
- Condominium Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Second Home Rider
- 1-4 Family 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 5) for: (i)
damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property;
(iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or
condition of the Property.

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

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

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

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

SEE EXHIBIT "A" ATTACHED HERETO AND MADE APART THEREOF

Property Account Number: 004080000738084

which currently has the address of

541 SCOTLAND RD
SOUTH ORANGE

[Street]

(City), New Jersey 07079

[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 interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to 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.



ALL that certain land and premises situate in the Village of South Orange, County of Essex and State of New Jersey, 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 Scotrand Homes situated in The Village of South Orange, Essex County, New Jersey made by Halsey Brothers May 18, 1965, therein distant 70 feet southwesterly 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) North 55' 57" West, 5.01 feet to a point in Lot 58 on aforementioned map; thence
- (2) South 37' 45" West, 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 South 52' 15" East, 5 feet to a point in the westerly line of Lot 73 on aforementioned map; thence
- (4) along said line of Lot 73 North 37' 45" East, 40.62 feet to a point; thence
- (5) South 55' 57" East, 15.32 feet to a point, thence
- (6) North 34' 03" East, 5 feet to a point in the northerly line of Lot 73 on aforementioned map; thence
- (7) North 55' 57" West, 15 feet to the point or place of Beginning.

Commonly known as 541:Scotland Road, South Orange, NJ

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.

Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future. If Lender accepts such payments, it shall apply such payments at the time such payments are accepted. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

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

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

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment

of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

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

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

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

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

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

lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

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

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

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

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

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

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

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

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

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable

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

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

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 requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

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

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

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

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

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

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

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



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

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

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

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

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

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys'

fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).



Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property; (e) the Borrower's right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure; and (f) any other disclosure required under the Fair Foreclosure Act, codified at Section 2A:50-53 et seq. of the New Jersey Statutes, or other Applicable Law. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, attorneys' fees and costs of title evidence permitted by Rules of Court.

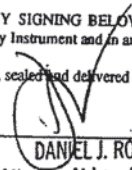
23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall cancel this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. No Claim of Credit for Taxes. Borrower will not make deduction from or claim credit on the principal or interest secured by this Security Instrument by reason of any governmental taxes, assessments or charges. Borrower will not claim any deduction from the taxable value of the Property by reason of this Security Instrument.

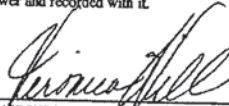


BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:



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



VERONICA WILLIAMS
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(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/her/their act and deed, for the purposes therein
expressed.

Notary Public

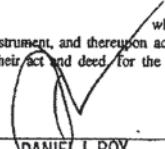

DANIEL J. ROY
Attorney At Law Of N.J.

EXHIBIT B

Judiciary eCourts System - General Equity - Foreclosure

- [Home](#)
- [Help](#)
- [Logout](#)

[CASE JACKET](#)

User:KELLY BOGUE

No events found

Docket Number: SWC F 000839 - 13

[Back](#)

[Create Summary Report](#)

Case Caption: Hsbc Bank Et Al Vs Williams Veronica

Court: General Equity-Foreclosure

Venue: Essex

Case Initiation Date: 01/09/2013

Case Type: Residential Mortgage Foreclosure

Case Status: Defaulted

Case Track:

Judge: Harriet F Klein

Plaintiffs (1)

Defendants (7)


Properties (1)

Hsbc Bank Et Al

JEFIS Case Actions

Created Date	Filings	Document Type	Description	Attorney Name	Firm Name
01/09/2013		Complaint	Complaint	Steven K Eisenberg	Stern & Eisenberg PC
01/10/2013		CMPPost	NTC: FORECLOSURE DKT # ASGN		
05/20/2013		Certifications	Certifications	Steven K Eisenberg	Stern & Eisenberg PC
05/20/2013		Req-Default	REQUEST FOR DEFAULT	Steven K Eisenberg	Stern & Eisenberg PC
05/20/2013		Stips-Sett-Disml	Stips-Sett-Disml	Steven K Eisenberg	Stern & Eisenberg PC
05/20/2013		Return-Service	Return-Service	Steven K Eisenberg	Stern & Eisenberg PC
05/20/2013		Certifications	Certifications	Steven K Eisenberg	Stern & Eisenberg PC
05/20/2013		Certifications	Certifications	Steven K Eisenberg	Stern & Eisenberg PC
06/06/2013		Motion	MOTION TO VACATE	Joshua Denbeaux	Denbeaux & Denbeaux
06/06/2013		Motion	Motion	Joshua Denbeaux	Denbeaux & Denbeaux
06/06/2013		Motion	Motion	Joshua Denbeaux	Denbeaux & Denbeaux
06/06/2013		Motion	Motion	Joshua Denbeaux	Denbeaux & Denbeaux
06/06/2013		Motion	Motion	Joshua Denbeaux	Denbeaux & Denbeaux
06/06/2013		X-Code-Doc	EXHIBIT 1	Joshua Denbeaux	Denbeaux & Denbeaux
06/06/2013		X-Code-Doc	DUP EXHIBIT 1	Joshua Denbeaux	Denbeaux & Denbeaux
07/09/2013		Obj-Motion	OBJECTION TO MOTION	Steven K Eisenberg	Stern & Eisenberg PC
07/15/2013		X-Code-Doc	MISC BRIEF	Joshua Denbeaux	Denbeaux & Denbeaux
08/08/2013		Orders-Signed	Ordr to Vacate		
08/09/2013		Answer	Answer	Joshua Denbeaux	Denbeaux & Denbeaux
08/09/2013		Answer	Duplicate Answer	Joshua Denbeaux	Denbeaux & Denbeaux
08/13/2013		CMPPost	NTC: ANSWER FILED		
08/24/2013		CMPPost	NTC: CSE MNG CF PROCEEDING		
08/24/2013		CMPPost	NTC: CSE MNG CF PROCEEDING		
08/24/2013		CMPPost	NTC: CSE MNG CF PROCEEDING		
10/03/2013		CMPPost	NTC: TRIAL TRIAL SCHD		
10/03/2013		CMPPost	NTC: TRIAL TRIAL SCHD		
10/03/2013		CMPPost	NTC: TRIAL TRIAL SCHD		

12/11/2013		Motion	SUMMARY JUDGMENT	Steven K Eisenberg Stern & Eisenberg PC
12/11/2013		Motion	Motion	Steven K Eisenberg Stern & Eisenberg PC
12/11/2013		Motion	Motion	Steven K Eisenberg Stern & Eisenberg PC
12/11/2013		Motion	Motion	Steven K Eisenberg Stern & Eisenberg PC
12/11/2013		Motion	Motion	Steven K Eisenberg Stern & Eisenberg PC
12/11/2013		Motion	Motion	Steven K Eisenberg Stern & Eisenberg PC
12/11/2013		Motion	Motion	Steven K Eisenberg Stern & Eisenberg PC
12/11/2013		Motion	Motion	Steven K Eisenberg Stern & Eisenberg PC
12/11/2013		Motion	Motion	Steven K Eisenberg Stern & Eisenberg PC
12/11/2013		Motion	Motion	Steven K Eisenberg Stern & Eisenberg PC
12/11/2013		Motion	Motion	Steven K Eisenberg Stern & Eisenberg PC
12/11/2013		Motion	Motion	Steven K Eisenberg Stern & Eisenberg PC
12/11/2013		Motion	Motion	Steven K Eisenberg Stern & Eisenberg PC
12/11/2013		Motion	Motion	Steven K Eisenberg Stern & Eisenberg PC
01/07/2014		Obj-Motion	Obj-Motion	Joshua Denbeaux Denbeaux & Denbeaux
01/29/2014		Obj-Motion	Obj-Motion	Steven K Eisenberg Stern & Eisenberg PC
03/06/2014		Orders-Signed	Case Mang Order	
03/24/2014		Corresp-General	Corresp-General	
03/25/2014		Adjournment	Adjournment	
03/31/2014		Orders-Signed	Order Granting Summary Judgement	
05/29/2014		Orders-Signed	ORDR SUMM JUDG	
09/17/2014		Judgments	Final Judg Appl-JudgRes	Steven K Eisenberg Stern & Eisenberg PC
09/17/2014		Judgments	Final Judg Appl-JudgRes	Steven K Eisenberg Stern & Eisenberg PC
09/17/2014		Judgments	Final Judg Appl-JudgRes	Steven K Eisenberg Stern & Eisenberg PC
09/17/2014		Judgments	Final Judg Appl-JudgRes	Steven K Eisenberg Stern & Eisenberg PC
09/17/2014		Judgments	Final Judg Appl-JudgRes	Steven K Eisenberg Stern & Eisenberg PC
09/17/2014		Judgments	Final Judg Appl-JudgRes	Steven K Eisenberg Stern & Eisenberg PC
09/17/2014		Judgments	Final Judg Appl-JudgRes	Steven K Eisenberg Stern & Eisenberg PC
09/17/2014		Judgments	Final Judg Appl-JudgRes	Steven K Eisenberg Stern & Eisenberg PC
09/17/2014		Judgments	Final Judg Appl-JudgRes	Steven K Eisenberg Stern & Eisenberg PC
09/17/2014		Judgments	Final Judg Appl-JudgRes	Steven K Eisenberg Stern & Eisenberg PC
09/17/2014		Judgments	Final Judg Appl-JudgRes	Steven K Eisenberg Stern & Eisenberg PC
09/17/2014		Judgments	Final Judg Appl-JudgRes	Steven K Eisenberg Stern & Eisenberg PC
09/17/2014		Judgments	Final Judg Appl-JudgRes	Steven K Eisenberg Stern & Eisenberg PC
09/17/2014		Judgments	Final Judg Appl-JudgRes	Steven K Eisenberg Stern & Eisenberg PC
09/23/2014		Obj-Amt-Due	OBJECTION TO AMOUNT DUE	Joshua Denbeaux Denbeaux & Denbeaux
09/24/2014		Obj-Amt-Due	OBJECTION TO AMOUNT DUE	
10/01/2014		Certifications	Certifications	Steven K Eisenberg Stern & Eisenberg PC
10/03/2014		CMPost	NTC: OBJECTION FILED	
10/03/2014		CMPost	NTC: OBJECTION FILED	
10/17/2014		Corresp-General	Objection Reply Letter	
10/27/2014		Corresp-General	Cost Sheet	
10/27/2014		Judgments	UNCONTESTED JUDGMENT	
10/27/2014		Writ	WRIT OF EXECUTION	
10/28/2014		CMPost	NTC: FORECLOSURE JUDGMENT NOTICE	
10/28/2014		CMPost	NTC: FORECLOSURE WRIT NOTICE	
05/24/2016		X-Code-Doc	NOTICE OF APPEAL	
05/27/2016		X-Code-Doc	Appellate Div. Motion	
06/23/2016		X-Code-Doc	UPDATE OF FINANCIALS	
07/13/2016		X-Code-Doc	Copy of fee waiver	

09/07/2016  Motion RNF-Motion

09/14/2016  CORRESP-GENERAL Clerk's Deficiency Notice

Showing 1 to 80 of 80 entries

• No events found

• Screen ID : ECCV3001
• © Copyright NJ Judiciary 2016

BUILD: CivilCaseJacket_2017.2.0.00.12

EXHIBIT C

Essex County, NJ - Foreclosure Sales Listing (last updated: 5/18/2017 8:52:28 AM)

This site is provided as a public service by the Essex County Sheriffs Office and is only intended to be general summary information to the public. The Essex County Sheriffs Office does not warrant the accuracy, completeness, or timeliness of this information. For all listings click the search tab. To limit search fill in details and click search tab. The data on this site is refreshed every 30 minutes between the hours of 9:00 AM and 4:00 PM Monday - Friday.

Search

Clear

Open

Sold\Cancelled

Sheriff #:

Sales Date:

or

Plaintiff:

Defendant:

Address:

541 Scotland Road

City:

SOUTH ORANGE

No search results found. Please modify your search criteria and try searching again.

CERTIFICATION OF SERVICE

I certify that on May 18, 2017, I served copies of the foregoing Opposition to Motion for Interlocutory Injunction via the ECF system, and to all non-registered ECF users via email and U.S. First Class Mail upon the following:

Veronica A. Williams
P.O. Box 978
South Orange, NJ 07079-0978
stopfraud@vawilliams.com
Plaintiff Pro Se

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.

Dated: May 18, 2017

/s/ Stuart I. Seiden
STUART I. SEIDEN