

STEVEN K. EISENBERG, ESQUIRE  
JACQUELINE F. McNALLY, ESQUIRE  
KEVIN P. DISKIN, ESQUIRE  
DAVID M. LAMBROPOULOS, ESQUIRE  
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1040 N. KINGS HIGHWAY, SUITE 407  
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(COUNSEL FOR PLAINTIFF)

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

v.

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

IN THE SUPERIOR COURT  
NEW JERSEY  
ESSEX COUNTY  
CHANCERY DIVISION

Docket No.:

COMPLAINT IN  
MORTGAGE FORECLOSURE

#### NOTICE

PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT, 15 U.S.C. §1692 ET SEQ., YOU MAY DISPUTE THE VALIDITY OF THE DEBT OR ANY PORTION THEREOF. IF YOU DO SO IN WRITING WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING, COUNSEL FOR PLAINTIFF WILL OBTAIN AND PROVIDE YOU WITH WRITTEN VERIFICATION OF THE DEBT, AS WELL AS THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR, IF DIFFERENT FROM THE CURRENT CREDITOR. OTHERWISE, THE DEBT WILL BE ASSUMED TO BE VALID. IF YOU DO NOT DISPUTE THE DEBT, IT IS NOT AN ADMISSION OF LIABILITY BY YOU.

IF YOU NOTIFY US IN WRITING WITHIN THE THIRTY (30) DAY PERIOD, WE WILL CEASE COLLECTION OF THIS DEBT, OR ANY DISPUTED PORTION OF IT, UNTIL WE HAVE OBTAINED THE REQUIRED INFORMATION AND MAILED IT TO YOU. ONCE WE HAVE MAILED YOU THE REQUIRED INFORMATION, WE WILL CONTINUE THE COLLECTION OF THIS DEBT.

IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE ENCLOSED LETTER/NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT A DEBT. IF YOU HAVE RECEIVED A DISCHARGE IN BANKRUPTCY (AFTER ENTERING INTO THE RELEVANT MORTGAGE NOTE AND MORTGAGE AND HAVE NOT REAFFIRMED

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THE DEBT) THEN THIS CORRESPONDENCE IS NOT AND SHOULD NOT BE  
CONSTRUED AS AN ATTEMPT TO COLLECT A DEBT, BUT SOLELY AS PART OF THE  
ENFORCEMENT OF THE MORTGAGE/LIEN AGAINST REAL PROPERTY.

THIS LAW FIRM IS DEEMED TO BE A DEBT COLLECTOR. THIS ACTION IS AN  
ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED WILL BE  
USED FOR THAT PURPOSE.

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

v.

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

IN THE SUPERIOR COURT OF  
NEW JERSEY  
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Docket No.:

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## COMPLAINT

### CIVIL ACTION - MORTGAGE FORECLOSURE

Plaintiff, HSBC Bank USA, National Association, as Trustee for Fremont Home Loan Trust 2006-C, Mortgage-Backed Certificates, Series 2006-C (herein after referred to as "HSBC Bank USA, National Association, as Trustee"):

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

2. To secure payment of the note, Veronica Williams (as more fully set forth in the mortgage) granted a mortgage in the Property to FGC Commercial Mortgage Finance DBA Fremont Mortgage Its Successors and/or Assigns on the same date as the note providing that such conveyance shall be void in the event full payment is made in accordance with the note. Said mortgage is recorded in the Clerk's Office in and for Essex County on 04/05/2006 at Book 11177, Page 730 and is incorporated herein by reference as though set forth at length herein. A copy of the mortgage is attached as Exhibit "B".
3. Said Mortgage is a Non Purchase Money Mortgage.
4. Said Note and Mortgage was modified by Loan Modification Agreement dated November 9, 2007. The Unpaid Principal Balance was adjusted to \$295,892.58 consisting of the unpaid amounts loaned to Borrower plus and interest and other amounts capitalized. Interest was to be charged on the Unpaid Principal Balance at the yearly rate of 7.25%. Monthly principal and interest payments in the amount of \$2050.60 were to commence on December 1, 2007 and continue until the principal and interest payment were paid in full on the maturity date of April 1, 2036. Said Modification was not recorded.
5. The said mortgage was
  - i. Assigned from FGC Commercial Mortgage Finance, dba Fremont Mortgage, its Successors and/ or assigns to HSBC Bank USA, National Association, as Trustee under the Pooling and Servicing Agreement dated as of September 1, 2006, Fremont Home Loan Trust 2006-C, Recorded on 06/04/2009, in (book) 12197, (page) 6661,
  - ii. Assigned from HSBC Bank USA, National Association, as Trustee under the Pooling and Servicing Agreement dated as of September 1, 2006, Fremont Home Loan Trust 2006-C, to HSBC Bank USA, National Association, as Trustee for Fremont Home Loan Trust 2006-C, Mortgage-Backed Certificates, Series 2006-C the within Plaintiff, by Assignment of Mortgage Recorded on 5/17/2012, in book 12197, in page 6662.



6. The mortgaged premises (the Property) are fully described in schedule "C" annexed hereto and made a part hereof.
7. The aforesaid Mortgage, in part, contains an agreement that the whole principal sum and interest shall become due at the option of the Mortgagee upon at least thirty (30) days written notice of a default to the mortgagor and mortgagor's failure to cure said default within the time provided; after a default in the payment of any installment of principal or of interest evidenced by the Note of even date; after default in the payment of any tax, water charge, sewer rent or assessment; or after default in the maintenance of required hazard insurance on the improvements existing on the property described in paragraph 6 of this Complaint.
8. Said note and mortgage contained an agreement that, should any default be made in the payment of any monthly installment on account of principal and interest, or any part thereof or any of the other payments to be made by the obligor(s) under the provisions of the mortgage securing the note on the day whereon the same is payable as provided in the note (it being agreed that a default in the payment of any installment under the note shall exist only if not made good prior to the due date of the next installment) or in the mortgage, then and from thenceforth, that is to say after the lapse or expiration of said prior, the entire principal sum remaining unpaid, with all the arrearages with interest thereon, and all other payments provided in the mortgage, shall at the option to the obligee, its successors and assigns, become due and payable immediately thereafter although the period may not have expired.
9. Defendant, Veronica Williams, was notified to pay principal and interest (and any other amount due) in accordance with the terms of the Note and Mortgage from the default date of April 1, 2009 to the date of the notice and that failure to make arrangements to bring the loan current would leave the Plaintiff no alternative but to accelerate the loan.
10. Said Note and Mortgage contain an agreement that if any of the installments of taxes, assessments, water rents, charges, imposition of liens, levied upon the premises should remain in default, the mortgagee may pay the same, and such amount paid shall be a lien on said property, added to the amount of the mortgage debt and secured by this mortgage.

11. Defendants fail to make payment of outstanding principal, interest, advances and costs on April 1, 2009 and subsequently failed to cure the default.
12. During the course of this action, the plaintiff may be obligated to make advances for the payment of taxes, insurance premiums and necessary expenses to preserve the security, and such sums advanced under the terms of the note, together with interest, are to be added to the amount due on the mortgage debt and secured by the plaintiff's mortgage.
13. The following is due on the loan:

PRINCIPAL BALANCE .....	\$291,418.35
INTEREST accrued thru 10/19/2012 of .....	\$74,992.34
Interest after 10/19/2012 shall accrue at the per diem rate of \$55.83.)	
LATE CHARGES accrued thru 10/19/2012 of .....	\$2,768.31
Late charges after 10/19/2012 shall accrue at the monthly rate of \$102.53.)	
ESCROW ADVANCES .....	\$53,446.04
FEES BILLED .....	\$6,828.63
LESS SUSPENSE (If any) .....	(\$3,776.72)
TOTAL .....	\$425,676.95

The attorney fees are to be calculated pursuant to the laws of the State of New Jersey. If the mortgage is reinstated prior to Sale, reasonable attorney fees will be charged based on work actually performed.

14. The Defendants listed herein are named as party defendants to this action for any right, title and interest they may have in or against the subject property for any reasons set forth below:

**Unknown Occupants or Unknown Tenants 1-10** are made party

Defendants to this foreclosure action for any interest they may have in, to or against the mortgaged premises by virtue of the tenancy and/or occupancy therein. The Plaintiff seeks to extinguish any leasehold interest in the property but does not seek possession if the tenant is covered under the Anti-Eviction law enumerated in the Chase v. Josephson decision.

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

**JP Morgan Chase Bank, N.A.**

1. Mortgage from Veronica Williams to JPMorgan Chase Bank, N.A. dated August 16, 2005, recorded August 16, 2005, in (book) 10666, (page) 603, in the amount of \$150,000.00. The Subordination of Agreement recorded on 05/30/2007 in Book 12059 at Page 1966, Essex County, New Jersey.

1

**Hospital Center at Orange**

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

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

**CREDITOR(S):**

HOSPITAL CENTER AT ORANGE

ATTORNEY: BROWN KARSEN & BALLAN LLP  
112 BROAD ST  
BLOOMFIELD NJ 07003

JOIN

**DEBTOR(S):**

VERONICA WILLIAMS

197 TAYLOR ST, ORANGE, NJ 07050  
ATTORNEY: PRO SE

\*\*\* End of Abstract \*\*\*

**Hospital & Doctors Service Bureau, Assignee**

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

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

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

JOIN

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

\*\*\* End of Abstract \*\*\*

#### Woodbridge Internal Med Associates

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

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

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

JOIN

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

\*\*\* End of Abstract \*\*\*



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15. Any interest or lien on the premises described in paragraph 6 above which the Mortgagor(s) named in paragraph 1 above or the grantee of said Mortgagor herein have or claim to have in or upon aforesaid mortgaged premises or some part thereof is subject and subordinate to the lien of the Mortgage set forth in paragraph 3 above which Mortgage is held by the Plaintiff herein.
  16. The Plaintiff is the holder of the Note (and Mortgage) entitled to commence this action.
  17. Plaintiff hereby alleges and believes that the Property is currently occupied.
  18. The Notice of Intention as required pursuant to the "Fair Foreclosure Act" was mailed in accordance with the Fair Foreclosure Act. A copy of the Notice of Intention is attached to this Complaint as Exhibit "D" and hereby incorporated by reference.
  19. Additionally, prior to the institution of the within action, Plaintiff obtained and reviewed a title search in accordance with the requirements of 4:46-1(a), a copy of the relevant portions of the title abstract setting forth additional defendants is attached hereto as Exhibit "E" and hereby incorporated by reference.
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WHEREFORE, Plaintiff, HSBC Bank USA, National Association, as Trustee, demands judgment:

- (a) Fixing the amount due on the Mortgage referred to in paragraph 3 above;
- (b) Barring and foreclosing the defendant of all equity of redemption into the aforesaid lands;
- (c) Directing that Plaintiff be paid the amount due to Plaintiff as provided in the Mortgage set forth in paragraph 3 above, together with interest and costs;

- (d) Adjudging that the lands described in paragraph 6 above be sold according to the law to satisfy the amount due Plaintiff on the Mortgage set forth in paragraph 3 above; and,
- (e) Appointing a receiver of the rents, issues and profits of the lands described in paragraph 6 above.
- (f) Together with any other relief that may be deemed appropriate by the Court, including but not limited to the right to possession of the Property.

COUNT II

20. Plaintiff hereby incorporates by reference allegations one through 19 set forth above as though more fully set forth herein.
21. By the terms of the Note and Mortgage, Plaintiff is entitled to possession of the Property and all appurtenances.
22. The mortgagor(s) and obligor(s) named herein has or may claim to have certain rights in the Property, and by reason thereof, has or have deprived plaintiff of possession of the Property.

WHEREFORE, plaintiff demands judgment against the defendants, except those protected by N.J.S.A. 2A:18-61.1, et seq.:

- a. for possession of the Property in favor of Plaintiff or its assignee or designee, which right to possession shall be transferred to the successful purchaser at the foreclosure sale;
- b. for damages and mesne profits
- c. for costs.

STERN & EISENBERG, PC

BY:

- ☒ STEVEN K. EISENBERG, ESQUIRE  
☐ JACQUELINE F. McNALLY, ESQUIRE  
☐ KEVIN P. DISKIN, ESQUIRE  
☐ DAVID M. LAMBROPOULOS, ESQUIRE

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- ☐ LEN M. GARZA, ESQUIRE
  - ☒ STACEY WEISBLATT, ESQUIRE
  - ☐ OLIVER AYON, ESQUIRE

Attorney for Plaintiff

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**CERTIFICATION**

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

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

Name: Crystal Joy Lewis-Pierre

Title: Contract Management Coordinator

Responsibilities: review/provide foreclosure support \_\_\_\_\_

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

STERN & EISENBERG, PC

BY:

- ☒ STEVEN K. EISENBERG, ESQUIRE
- ☒ JACQUELINE F. MCNALLY, ESQUIRE
- ☒ KEVIN P. DISKIN, ESQUIRE
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- ☐ OLIVER AYON, ESQUIRE

Attorney for Plaintiff

Dated: 1/7/13



## ADJUSTABLE RATE NOTE

(6-Month LIBOR Index - Rate Caps)

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

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

March 27, 2006

[Date]

BREA, CA 92821

[City]

[State]

541 SCOTLAND ROAD SOUTH ORANGE, NJ 07079

[Property Address]

### 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 261,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is F6C COMMERCIAL MORTGAGE FINANCE, DBA FREMONT MORTGAGE ITS SUCCESSORS AND/OR ASSIGNS

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

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

### 2. INTEREST

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

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

### 3. PAYMENTS

#### (A) Time and Place of Payments

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

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

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

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

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

#### (B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 2,594.63. This amount may change.

#### (C) Monthly Payment Changes

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

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

VMP-815N (0404)

Form 5520-004

VMP Mortgage Solutions (800)621-7291

Initials: 

Page 1 of 4



#### 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

##### (A) Change Dates

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

##### (B) The Index

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

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

##### (C) Calculation of Changes

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

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

##### (D) Limits on Interest Rate Changes

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

##### (E) Effective Date of Changes

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

##### (F) Notice of Changes

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

#### 5. BORROWER'S RIGHT TO PREPAY

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

I may make a full Prepayment or partial Prepayments without paying any Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due dates of my monthly payments unless the Note Holder agrees in writing to those changes. My partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

#### 6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.



## 7. BORROWER'S FAILURE TO PAY AS REQUIRED

### (A) Late Charges for Overdue Payments

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

### (B) Default

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

### (C) Notice of Default

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

### (D) No Waiver by Note Holder

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

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

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

## 8. GIVING OF NOTICES

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

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

## 9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

## 10. WAIVERS

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

## 11. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

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

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

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

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

  
VERONICA WILLIAMS

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

[Sign Original Only]



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Pay to the order of  
without recourse.

Michael Koch

Fremont Investment & Loan  
Michael Koch  
Vice President

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**NOTE ALLONGE**

FREM  
FHLRF

THIS ENDORSEMENT IS INCORPORATED INTO AND SHALL BE DEEMED PART OF  
THE NOTE TO WHICH IT IS ATTACHED.

Borrower's Name: Veronica Williams  
Date of Note: March 27, 2006  
Note Amount: \$261,000  
Property Address: 541 Scotland Road  
South Orange, NJ 07079  
Loan Number: 8000082616

Pay to the order of  
Fremont Investment & Loan  
Without Recourse



FGC COMMERCIAL MORTGAGE FINANCE  
DBA FREMONT MORTGAGE  
DOUG POLLOCK  
Assistant Vice President



(D) "Lender" is FGC COMMERCIAL MORTGAGE FINANCE, DBA FREMONT MORTGAGE ITS SUCCESSORS AND/OR ASSIGNS

Lender is a CORPORATION

organized and existing under the laws of CALIFORNIA

Lender's address is 2727 E IMPERIAL HIGHWAY, BREA CA 92621

(E) "Note" means the promissory note signed by Borrower and dated March 27, 2008. The Note states that Borrower owes Lender Two Hundred Sixty-One Thousand and

No/100 Dollars

(U.S. \$ 261,000.00 ) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than April 1, 2038

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

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

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

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

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

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

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

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

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 3) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentation of, or omissions as to, the value and/or condition of the Property.

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

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

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



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

**TRANSFER OF RIGHTS IN THE PROPERTY**

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

(Type of Recording Jurisdiction) (Name of Recording Jurisdiction)  
**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART THEREOF**

Property Account Number: 60408800785084  
 541 SCOTLAND RD  
 SOUTH ORANGE  
 ("Property Address")

which currently has the address of  
 (Town)  
 (City), New Jersey 07078 (Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property, and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Property. The property consists of the land and all the buildings and structures on the land in the Township of Village of South Orange and State of New Jersey. The legal description is: Township of Village of South Orange; County of Essex, State of New Jersey, being more particularly described as follows:

BEGINNING at a point in the dividing line between Lots 73 and 58 as shown on a map entitled "Map of Scotrand Homes situated in The Village of South Orange, Essex County, New Jersey made by Halsey Brothers May 18, 1965, therein distant 70.00 feet south-westerly from a point in the southwest line of Randolph Place which point is distant 112.31 feet from the intersection of the said line of Randolph Place with the westerly line of Scotland Road and running thence: (1) N55° 57' W, 5.91 feet to a point in lot 58 on aforementioned map; thence (2) S 37° 45' W, 45.31 feet to the northerly line of a 12 foot sewer right of way as shown on aforementioned map; thence (3) along said line of 12' sewer right of way, S 52° 15' E, 5.00 feet to a point in the westerly line of lot 73 on aforementioned map; thence (4) along said line of lot 73 N 37° 45' E, 40.62 feet to a point; thence (5) S 55° 57' E, 19.32 feet to a point; thence (6) N 34° 03' E, 5.00 feet to a point in the northerly line of Lot 73 on aforementioned map; thence (7) N 55° 57' W, 15.00 feet to the point or place of Beginning.

Said premises are known as 541 Scotland Road, South Orange, New Jersey.

**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 above provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payment is 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 payment 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) household 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 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 amount, due 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, actually analyzing the escrow accounts, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing 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 attach primarily over this Security Instrument, installment payments or ground-rent on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

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



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

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

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

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, 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 repair and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the debt secured by this Security Instrument, whether or not then due, with the interest, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights in any insurance proceeds in an amount not to exceed the 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 person or entities acting in the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

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

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, ensuring the Property is made repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**10. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirements for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

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

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to those 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; Furfelure. 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 in restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, 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 Successor in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successor in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, written or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

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

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

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

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charges shall be reduced by the amount necessary to reduce the charge to the permitted limits; 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 Rehearse After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the 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 redemption of Borrower's right to rehearse; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (A) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (B) cures any default of any other covenants or agreements; (C) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys'

less, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and signing under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument; and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require 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.

28. **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 (x) that is in violation of any Environmental Law, (y) which creates an Environmental Condition, or (z) 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 spill, leak, 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:50-52 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  
 (Seal)  
 -Borrower

\_\_\_\_\_  
 (Seal)  
 -Borrower

\_\_\_\_\_  
 (Seal)  
 -Borrower

\_\_\_\_\_  
 (Seal)  
 -Borrower

\_\_\_\_\_  
 (Seal)  
 -Borrower



STATE OF NEW JERSEY,

Essex County on:

On this 27<sup>th</sup> 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.

## ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this 27th day of March 2008, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to F&C COMMERCIAL MORTGAGE FINANCE, 99A FREMONT MORTGAGE ITS SUCCESSORS AND/OR ASSIGNS

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

[Property Address]

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

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

### 1. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 11.550 % The Note provides for changes in the interest rate and the monthly payments, as follows:

### 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

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

MULTISTATE ADJUSTABLE RATE RIDER - Single Family

MM-999R (0402)  
Page 1 of 5 Initials: *[Signature]*  
VMP Mortgage Solutions, Inc.  
(800)521-7291



Inst# 6053635 BK# 11177 PG# 746

**(B) The Index**

Beginning with the first Change Date, my interest rate will be based on an index. The "Index" is:  
the average of interbank offered rates for six-month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in the WALL STREET JOURNAL, most recent index figure available as of the date: ☒ 45 days ☐ before each Change Date is called the "Current Index."  
If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

**(C) Calculation of Changes**

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

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

☐ **Interest-Only Period**

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

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

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

- ☐ (1) There will be no maximum limit on interest rate changes.
- ☒ (2) The interest rate I am required to pay at the first Change Date will not be greater than 12.55% or less than 11.5500%.
- ☒ (3) My interest rate will never be increased or decreased on any Change Date by more than One and One-Half percentage points ( 1.5000 %) from the rate of interest I have been paying for the preceding period.
- ☒ (4) My interest rate will never be greater than 17.5500 %, which is called the "Maximum Rate."
- ☒ (5) My interest rate will never be less than 11.5500 %, which is called the "Minimum Rate."
- ☒ (6) My interest rate will never be less than the initial interest rate.
- ☒ (7) The interest rate I am required to pay at the first Change Date will not be greater than 12.55% or less than 11.5500%. Thereafter, my interest rate will never be increased or decreased on any Change Date by more than One and One-Half percentage points ( 1.5000 %) from the rate of interest I have been paying for the preceding period.

**(E) Effective Date of Changes**

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

**(F) Notice of Changes**

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



**B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER**  
 Uniform Covenant 18 of the Security Instrument is amended to read as follows:

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

If all or any part of the Property or any interest in the Property is sold or transferred (or if a Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

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

MAY-17-2012 15:43

P. 34

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants  
contained in this Adjustable Rate Rider,

  
VERONICA WILLIAMS (Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

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(Seal)  
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(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

899R (0402)

Page 5 of 6

Inst# 6053635 BK# 11177 PG# 750

Property. The property consists of the land and all the buildings and structures on the land in the Township of Village of South Orange, County of Essex, State of New Jersey. (The legal description is: Township of Village of South Orange, County of Essex, State of New Jersey, being more particularly described as follows:

BEGINNING at a point in the dividing line between Lots 73 and 56 as shown on a map entitled "Map of Scotstrand Homes situated in The Village of South Orange, Essex County, New Jersey made by Halsey Brothers May 13, 1965, therein distant 70.00 feet south-westerly from a point in the southwest line of Randolph Place which point is distant 112.31 feet from the intersection of the said line of Randolph Place with the westerly line of Scotland Road and running thence: (1) N55° 57' W, 5.01 feet to a point in lot 56 on aforementioned map; thence (2) S 37° 45' W, 45.31 feet to the northerly line of a 12 foot sewer right of way as shown on aforementioned map; thence (3) along said line of 12' sewer right of way S 52° 13' E, 8.00 feet to a point in the westerly line of lot 73 on aforementioned map; thence (4) along said line of lot 73 S 37° 45' E, 40.62 feet to a point; thence (5) S 55° 57' E, 15.32 feet to a point; thence (6) N 34° 03' E, 5.00 feet to a point in the northerly line of Lot 73 on aforementioned map; thence (7) N 55° 57' W, 15.00 feet to the point or place of Beginning.

Said premises are known as 541 Scotland Road, South Orange, New Jersey.

Inst# 6053635 BK# 11177 PG# 733



Stern & Eisenberg, PC  
1040 N. Kings Highway, Suite 407  
Cherry Hill, NJ 08034  
(609) 397-9200  
Facsimile: (856) 667-1456

June 11, 2012

Veronica Williams  
541 Scotland Road  
South Orange, NJ 07079

Re: Property: (if different than mailing address also send to property)  
541 Scotland Road, South Orange, NJ 07079.  
Mortgagee: HSBC Bank USA, National Association, as Trustee for  
Fremont Home Loan Trust 2006-C, Mortgage-Backed Certificates,  
Series 2006-C by its Attorney-in-fact, Ocwen Loan Servicing, LLC  
Lenders Address: 10 East 40th Street - 14th Floor New York NY 10016  
Loan Number:  
Firm File Number: 117.7900

**IMPORTANT: NOTICE OF INTENTION TO FORECLOSE MORTGAGE  
UNDER THE 1995 FAIR FORECLOSURE ACT OF NEW JERSEY (2A:50-56)**

**READ THIS NOTICE CAREFULLY**

Dear Veronica Williams:

The MORTGAGE held by HSBC Bank USA, National Association, as Trustee for Fremont Home Loan Trust 2006-C, Mortgage-Backed Certificates, Series 2006-C by its Attorney-in-fact, Ocwen Loan Servicing, LLC  
on your property situated at 541 Scotland Road, South Orange, NJ

IS IN SERIOUS DEFAULT BECAUSE YOU HAVE NOT MADE THE MONTHLY INSTALLMENTS AS NOTED BELOW UNDER (A), AND/OR BECAUSE YOU HAVE FAILED TO COMPLY WITH OR PERFORM THE OTHER PROVISIONS OF THE MORTGAGE OBLIGATIONS, IF ANY, AS NOTED BELOW UNDER (D). PREVIOUS LATE CHARGES UNDER (B) AND OTHER CHARGES, IF ANY, UNDER (C) NOTED BELOW, HAVE ALSO ACCRUED TO THIS DATE. THE TOTAL AMOUNT NOW REQUIRED TO CURE THIS DEFAULT, OR IN OTHER WORDS, TO GET CAUGHT UP IN YOUR PAYMENTS AS OF THE DATE OF THIS LETTER, IS  
**\$143,078.71** AS NOTED BELOW:

Payments of \$3,391.49 due on 04/01/2009 through  
and including 06/01/2012,  
in the amount of.....\$132,268.11

J:\Altisource\7090650115\NOI-Property Address.docx





Other charges (explain/itemize):

Late charges:.....\$2,870.84  
Fees billed.....\$5,663.04  
Other charges (explain).....\$0.00

Less suspense.....\$2,276.72

**TOTAL AMOUNT PAST DUE: .....\$143,078.71**

You may cure this default within thirty (30) days of receipt of this letter by paying to HSBC Bank USA, as trustee, by its Attorney-in-fact, Ocwen Loan Servicing, LLC the above amount, the Total Amount Past Due - **\$143,078.71**. Such payment must be made by cash, cashier's check, certified check or money order, and such payment must be made payable to HSBC Bank USA, as trustee, by its Attorney-in-fact, Ocwen Loan Servicing, LLC and sent to 1661 Worthington Road, Suite 100, , West Palm Beach, FL 33409. You may contact HSBC Bank USA, as trustee, by its Attorney-in-fact, Ocwen Loan Servicing, LLC at (800) 446-2936.

If you do not cure the default within thirty (30) days, we intend to exercise HSBC Bank USA, as trustee, by its Attorney-in-fact, Ocwen Loan Servicing, LLC's right to terminate your ownership in the property and commence an foreclosure suit in a court of competent jurisdiction. If legal proceedings commence, you will be responsible for HSBC Bank USA, as trustee, by its Attorney-in-fact, Ocwen Loan Servicing, LLC's court costs and reasonable attorney's fees (as provided for in the mortgage and note) in an amount not to exceed that amount permitted pursuant to the Rules Governing the Courts of the State of New Jersey.

If so provided in your mortgage documents, you may have the right to transfer the subject property to another person subject to HSBC Bank USA, as trustee, by its Attorney-in-fact, Ocwen Loan Servicing, LLC's security interest and that transferee may have the right to cure the default as provided in the 1995 Fair Foreclosure Act of New Jersey (the "Act").

If you do not cure the default within thirty (30) days and foreclosure proceedings have begun, you , or anyone authorized to act on your behalf, still have the right to cure the default at any time, up to entry of final judgment, or the entry by the office of the court of an order of redemption pursuant to subsection g of section 11 of this Act.

To cure a default, subsequent to legal proceedings having begun, you must pay to HSBC Bank USA, as trustee, by its Attorney-in-fact, Ocwen Loan Servicing, LLC and send to 1661 Worthington Road, Suite 100, , West Palm Beach, FL 33409.

- (1) all sums which would have been due in the absence of default at the time you make said payment;
- (2) perform any other obligation which you would have been bound to perform in the absence of default or the exercise of an acceleration clause, if any;
- (3) pay or tender court costs, if any, and attorney's fees in an amount which shall not exceed the amount permitted under the Rules Governing the Courts of the State of New Jersey; and

- (4) pay all contractual late charges as provided for in the note or mortgage.

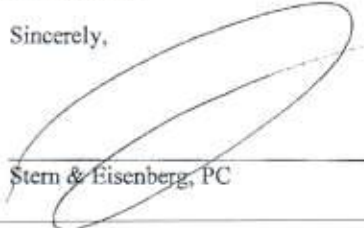
A cure of the default may be exercised only once every 18 months, provided, however, that this limitation shall not apply if you cure the default within thirty (30) days after receipt of this notice. The 18 month period shall run from the date of the cure and reinstatement.

If you cure the default, the mortgage will be restored to the same position as if no default had occurred. It nullifies, as of the date of the cure, any acceleration of any obligation under the mortgage, note or bond arising from the default.

You are advised to seek counsel from an attorney of your choice concerning your mortgage default situation. If you are unable to obtain an attorney, you may communicate with the New Jersey Bar Association or Lawyer Referral Service at 973-622-6204. If you are unable to afford an attorney, you may communicate with the Legal Services Office at 973-624-4500. There may be financial assistance available for curing the default from a program operated by the State or Federal Government or non-profit organization. You may contact the Commissioner of Banking at 20 W. State Street, CN 040, Trenton, New Jersey 08625, phone number (609)292-7272 to obtain a list of such programs.

If you disagree with the assertion that a default has occurred or if you disagree with the calculations above required to cure the default, you may contact HSBC Bank USA, as trustee, by its Attorney-in-fact, Ocwen Loan Servicing, LLC at (877) 596-8580.

Sincerely,



Stern & Eisenberg, PC

CERTIFIED MAIL - RETURN RECEIPT REQUESTED  
Address correction requested

*Also sent first class mail, postage pre-paid  
Address correction requested*

**THIS IS AN ACTION TO ATTEMPT  
TO COLLECT A DEBT. ANY INFORMATION  
PROVIDED BY YOU MAY BE USED FOR THAT PURPOSE.**

NOTICE PURSUANT TO THE  
FAIR DEBT COLLECTION PRACTICES ACT

**THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE INDEBTEDNESS REFERRED TO HEREIN AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE.**

Pursuant to the Fair Debt Collections Practices Act, you may dispute the validity of the debt or any portion thereof. If you do so in writing within thirty (30) days of receipt of this letter, this firm will obtain and provide you with written verification thereof; otherwise, the debt will be assumed to be valid. Likewise, if requested within thirty (30) days of receipt of this letter, this firm will send you the name and address of the original creditor if different from above. Notwithstanding the above, we reserve the right to continue to pursue our clients rights as may be allowed under applicable law.

IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE ENCLOSED LETTER/NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT A DEBT. IF YOU HAVE RECEIVED A DISCHARGE IN BANKRUPTCY (AFTER ENTERING INTO THE RELEVANT MORTGAGE NOTE AND MORTGAGE AND HAVE NOT REAFFIRMED THE DEBT) THEN THIS CORRESPONDENCE IS NOT AND SHOULD NOT BE CONSTRUED AS AN ATTEMPT TO COLLECT A DEBT, BUT SOLELY AS PART OF THE ENFORCEMENT OF THE MORTGAGE/LIEN AGAINST REAL PROPERTY.



NEW JERSEY AGENCY LISTING Fair Foreclosure Act Notice of Intention to Foreclose - List of Entities Providing Assistance The following is a list of governmental and non-profit entities that may provide financial assistance or counseling to borrowers in foreclosure.		
Americas Credit Alliance, Inc. 26 S. Warren St. Trenton, NJ 08608 609-393-5400	Atlantic Human Resources, Inc. 1 S. New York Ave. Atlantic City, NJ 08401 609-348-4131	Consumer Credit Counseling Service of Central New Jersey 1931 Nottingham Way Hamilton, NJ 08619 609-586-2574
Consumer Credit Counseling Service of New Jersey 185 Ridgedale Ave. Cedar Knolls, NJ 07927-1812 973-267-4324	Fair Housing Council of Northern New Jersey 131 Main St. Hackensack, NJ 07601 201-489-3552	Garden State Consumer Credit Counseling, Inc. 225 Willowbrook Road Freehold, NJ 07728 1-800-992-4557
Jersey Counseling & Housing Development, Inc. 29 S. Blackhorse Pike Blackwood, NJ 08012 856-227-3683	Jersey Counseling & Housing Development, Inc. 1840 S. Broadway Camden, NJ 08104 856-541-1000	Mercer County Hispanic Association 200 E. State St., 2nd Floor Trenton, NJ 08607 609-392-2446
Middlesex County Economic Opportunities Corporation 1215 Livingston Ave. North Brunswick, NJ 08902 732-790-3344	Monmouth County Human Services Housing Services Unit P.O. Box 3000 Freehold, NJ 07728 732-431-7998	NJ Citizen Action (main office/financial education center) 744 Broad St., Suite 2080 Newark, NJ 07102 973-643-8800 1-800-NJ-OWNER (loan counseling) 1-888-TAXES-11 (free tax preparation assistance)
NJ Citizen Action (Central Jersey) 85 Raritan Ave., Suite 100 Highland Park, NJ 08904 732-246-4772	NJ Citizen Action (South Jersey) 2 Riverside Drive, Suite 362 Camden, NJ 08103 856-966-3091	Ocean Community Economic Action Now, Inc. 22 Hyers St. Toms River, NJ 08753-0773 732-244-2351, ext. 2
Paterson Coalition for Housing, Inc. 262 Main St., 5th Floor Paterson, NJ 07505 973-684-5998	Paterson Task Force for Community Action, Inc. 155 Ellison St. Paterson, NJ 07505 973-279-2333	Puerto Rican Action Board Housing Coalition Unit 90 Jersey Ave. New Brunswick, NJ 08903 732-249-9700
Tri-County Community Action Agency, Inc. 110 Cohamsey St. Bridgeton, NJ 08302 856-451-6330	Urban League for Bergen County 106 W. Palisade Ave. Englewood, NJ 07631 201-568-4988	Urban League for Essex County 508 Central Ave. Newark, NJ 07101 973-624-9535
Urban League of Union County 288 N. Broad St. Elizabeth, NJ 07208 908-351-7200	Homelessness Prevention Program New Jersey Department of Community Affairs (866) 889-6270*	

\*Basic eligibility is limited to: (a) single family owner/occupied dwellings with all those on the deed and mortgage occupying the house; (b) no more than one mortgage or lien encumbrance on the property; (c) no initiated or ongoing bankruptcy. Assistance will be in the form of a loan, and a lien will be placed on the property. The family must document the financial reason for nonpayment. At the time of the eligibility decision, the household must have and document income sufficient to support the household and repay the loan. There is a fee for the credit check and property search.





Stern & Eisenberg, PC  
1040 N. Kings Highway, Suite 407  
Cherry Hill, NJ 08034  
(609) 397-9200  
Facsimile: (856) 667-1456

June 11, 2012

Veronica Williams  
Po Box 978  
South Orange, NJ 07079-0978

Re: Property: (if different than mailing address also send to property)  
541 Scotland Road, South Orange, NJ 07079.  
Mortgagee: HSBC Bank USA, National Association, as Trustee for  
Fremont Home Loan Trust 2006-C, Mortgage-Backed Certificates,  
Series 2006-C by its Attorney-in-fact, Ocwen Loan Servicing, LLC  
Lenders Address: 10 East 40th Street - 14th Floor New York NY 10016  
Loan Number:  
Firm File Number: 117.7900

**IMPORTANT: NOTICE OF INTENTION TO FORECLOSE MORTGAGE  
UNDER THE 1995 FAIR FORECLOSURE ACT OF NEW JERSEY (2A:50-56)**

**READ THIS NOTICE CAREFULLY**

Dear Veronica Williams:

The MORTGAGE held by HSBC Bank USA, National Association, as Trustee for Fremont Home Loan Trust 2006-C, Mortgage-Backed Certificates, Series 2006-C by its Attorney-in-fact, Ocwen Loan Servicing, LLC

on your property situated at 541 Scotland Road, South Orange, NJ

IS IN SERIOUS DEFAULT BECAUSE YOU HAVE NOT MADE THE MONTHLY INSTALLMENTS AS NOTED BELOW UNDER (A), AND/OR BECAUSE YOU HAVE FAILED TO COMPLY WITH OR PERFORM THE OTHER PROVISIONS OF THE MORTGAGE OBLIGATIONS, IF ANY, AS NOTED BELOW UNDER (D). PREVIOUS LATE CHARGES UNDER (B) AND OTHER CHARGES, IF ANY, UNDER (C) NOTED BELOW, HAVE ALSO ACCRUED TO THIS DATE. THE TOTAL AMOUNT NOW REQUIRED TO CURE THIS DEFAULT, OR IN OTHER WORDS, TO GET CAUGHT UP IN YOUR PAYMENTS AS OF THE DATE OF THIS LETTER, IS

**\$143,078.71** AS NOTED BELOW:

Payments of \$3,391.49 due on 04/01/2009 through  
and including 06/01/2012,  
in the amount of .....\$132,268.11

Other charges (explain/itemize):

Late charges:	\$2,870.84
Fees billed	\$5,663.04
Other charges (explain)	\$0.00

Less suspense \$2,276.72

**TOTAL AMOUNT PAST DUE: \$143,078.71**

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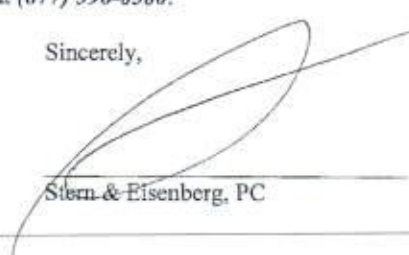
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Stern & Eisenberg, PC

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<b>Jersey Counseling &amp; Housing Development, Inc.</b> 29 S. Blackhorse Pike Blackwood, NJ 08012 856-227-3683	<b>Jersey Counseling &amp; Housing Development, Inc.</b> 1840 S. Broadway Camden, NJ 08104 856-541-1000	<b>Mercer County Hispanic Association</b> 200 E. State St., 2nd Floor Trenton, NJ 08607 609-392-2446
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<b>NJ Citizen Action (Central Jersey)</b> 85 Raritan Ave., Suite 100 Highland Park, NJ 08904 732-246-4772	<b>NJ Citizen Action (South Jersey)</b> 2 Riverside Drive, Suite 362 Camden, NJ 08103 856-966-3091	<b>Ocean Community Economic Action Now, Inc.</b> 22 Hyers St. Toms River, NJ 08753-0773 732-244-2351, ext. 2
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J:\Altisource\7090650115\NOI-Mailing Address.docx

**AMENDED FORECLOSURE  
INFORMATION REPORT**

Printed on: 05/18/2012

**Altisource**<sup>TM</sup>

**File No:** DMS1205-NJ-358877

**Client File No:** --

**Search Effective Date:** May 8, 2012 8:00AM

**Report Prepared For:** Stern And Eisenberg

**Property Address:** 541 Scotland Road, South Orange, NJ 7079

**Title is Vested in:** Veronica Williams

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**Subject Mortgage:**

1. Mortgage from Veronica Williams to FGC Commercial Mortgage Finance, dba Fremont Mortgage, a Corporation dated March 27, 2006, recorded April 5, 2006, in (book) 11177, (page) 730, in the amount of \$261,000.00, Essex County, New Jersey.
2. Assigned to HSBC Bank USA, National Association, as Trustee under the Pooling and Servicing Agreement dated as of September 1, 2006, Fremont Home Loan Trust 2006-C, Assigned by Mortgage Electronic Registration Systems, Inc., as nominee for FGC Commercial Mortgage Finance dba Fremont Mortgage, Recorded on 06/04/2009, in (book) 12197, (page) 6661, assigning the mortgage originally recorded in (book) 11177, (page) 730, Essex County, New Jersey.

**Other Mortgage(s):**

1. Mortgage from Veronica Williams to JPMorgan Chase Bank, N.A. dated August 16, 2005, recorded August 16, 2005, in (book) 10666, (page) 603, in the amount of \$150,000.00. That Subordination of Agreement recorded on 05/30/2007 in Book 12059 at Page 1966, Essex County, New Jersey.

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**Liens/Judgments and Other Encumbrances:**

**Direct Match(s):**

1. Lis Pendens filed listing Chase Home Finance Milwaukee, Plaintiff, and Veronica Williams, et als, Defendant, dated April 13, 2007, recorded May 10, 2007, in (book) 12053, (page) 5066, being Case No. F-9851-07, Essex County, New Jersey.

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**Indirect Match(s):**

1. N/A

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**Home Owner Association:**

No HOA found in scope of search.

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**Other Matters of Record(s):**

None

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**Chain of Title:**

Deed Type: Bargain and Sale Deed  
Grantors: Charles N. Weinberg and Shirley Weinberg, unmarried  
Grantees: Veronica Williams  
Dated: August 25, 1983  
Recorded: September 13, 1983  
Bk/Pg or Inst#: 4799/924





**AMENDED FORECLOSURE  
INFORMATION REPORT**

Printed on: 05/19/2012

**Altisource**<sup>TM</sup>

Deed Type: Deed  
Grantors: Scotrand Homes, Inc.,  
Grantees: Charles N. Weinberg and Shirley Weinberg, his wife  
Dated: August 13, 1968  
Recorded: August 29, 1968  
Bk/Pg or Inst#: 4284/328

**Tax Information:**

Entity: Essex County Tax Collector			Tax Type: Property	
Tax ID: Lot 7 Block 408				
Tax Year	Installment	Status	Amount	Due or Paid Date
2012	First Installment	Paid	\$3,321.28	
2012	Second Installment	Paid	\$3,321.28	
2012	Third Installment			
2012	Fourth Installment			

**Legal Description Taken From Subject Mortgage:**

Beginning at a point in the dividing line between Lots 73 and 58, as shown on a map entitled "Map of Scotrand Homes situated in the Village of South Orange, Essex County, New Jersey made by Halsey Brothers May 18, 1965, therein distant 70.00 feet south-westerly from a point in the southwest line of Randolph Place, which point is distant 712.31 feet from the intersection of the said line of Randolph Place with the westerly line of Scotland Road and running thence; (1) N55° 57' W, 5.01 feet to a point in lot 58 on aforementioned map; thence (2) S 37° 45' W, 45.31 feet to the northerly line of lot 73 on aforementioned map; thence (5) S5°57'E, 15.32 feet to a point, thence (6) N, 34° 03' E, 5.00 feet to a point in the northerly line of Lot 73 on aforementioned map; thence (7) N 55° 57' W, 15.00 feet to the point or place of beginning.

**End Of Report**

THIS REPORT DOES NOT CONTAIN RESTRICTIONS AND EASEMENTS OF RECORD AND IS BASED ON A LIMITED TITLE SEARCH. THIS REPORT IS FOR INFORMATIONAL PURPOSES ONLY. THE LIABILITY OF ALTISOURCE IN ISSUING THIS REPORT IS LIMITED TO THE CHARGE FOR THIS REPORT. THIS REPORT IS NOT AN ABSTRACT OF TITLE OR A TITLE INSURANCE COMMITMENT OR POLICY AND SHOULD NOT BE RELIED UPON IN PLACE OF SUCH. IT IS NOT THE INTENTION OF THE COMPANY TO PROVIDE ANY EXPRESS OR IMPLIED WARRANTY, GUARANTY, OR INDEMNITY WITH RESPECT TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE REPORT. CUSTOMER'S USE OF THE INFORMATION PROVIDED BY THIS REPORT IS AT THE CUSTOMER'S OWN RISK.

**CERTIFICATION**

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

STERN & EISENBERG, PC


BY:

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

Attorney for Plaintiff

DATED:

1-7-13

FORECLOSURE CASE INFORMATION STATEMENT (FCIS)		FOR USE BY CLERK'S OFFICE ONLY	
 <p>Use for initial Chancery Division — General Equity foreclosure pleadings (not motions) under Rule 4:5-1. Pleading will be rejected for filing, under Rule 1:5-6(c), if information is not furnished or if attorney's signature is not affixed.</p>		PAYMENT TYPE: <input type="checkbox"/> CK <input type="checkbox"/> CG <input type="checkbox"/> CA <input type="checkbox"/> MO	
		RECEIPT NO:	
		AMOUNT:	
		OVERPAYMENT:	
		BATCH NUMBER:	
		BATCH DATE:	
<b>SECTION A: TO BE COMPLETED BY ALL PARTIES</b>			
CAPTION HSSB Bank USA N.A., et. al. v. Veronica Williams, et. al.		COUNTY OF VENUE Essex	
		DOCKET NUMBER (When available)	
NAME(S) OF FILING PARTY(IES) (e.g., John Doe, Plaintiff) HSSB Bank USA N.A., et. al. by its atty Owen		DOCUMENT TYPE <input checked="" type="checkbox"/> COMPLAINT <input type="checkbox"/> ANSWER <input type="checkbox"/> OTHER	
ATTORNEY NAME (IF APPLICABLE) <i>Stacey Weisblatt</i>		FIRM NAME (If applicable) Stern and Eisenberg, LLP	
MAILING ADDRESS 1040 N. Kingshighway-Suite 407		DAYTIME TELEPHONE NUMBER (609) 397-9200	
<b>SECTION B: TO BE COMPLETED BY PLAINTIFF TO INITIAL COMPLAINT</b>			
FORECLOSURE CASE TYPE NUMBER		IS THIS A HIGH RISK MORTGAGE PURSUANT TO P.L. 2009, c. 84 AND P.L. 2008, c. 127 <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
<input type="checkbox"/> 088 IN PERSONAM TAX FORECLOSURE <input type="checkbox"/> 089 IN REM TAX FORECLOSURE <input checked="" type="checkbox"/> 09F RESIDENTIAL MORTGAGE FORECLOSURE <input type="checkbox"/> 0CF COMMERCIAL MORTGAGE FORECLOSURE <input type="checkbox"/> 0CD CONDOMINIUM OR HOMEOWNER'S ASSOCIATION LIEN FORECLOSURE <input type="checkbox"/> 091 STRICT FORECLOSURE <input type="checkbox"/> 0FF OPTIONAL FORECLOSURE PROCEDURE (NO SALE)		PURCHASE MONEY MORTGAGE <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
		RELATED PENDING CASE <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
		IF YES, LIST DOCKET NUMBERS:	
FULL PHYSICAL STREET ADDRESS OF PROPERTY: 541 Scotland Road South Orange, NJ 07079		MUNICIPALITY CODE(*) 0719	
ZIP CODE: 07079 COUNTY: Essex		MUNICIPAL BLOCK: 408	
		(LOTS): 7	
<b>ALL FILING PARTIES MUST SIGN AND PRINT NAMES(S) AND DATE THE FORM BELOW</b>			
I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with Rule 1:38-7(b).			
ATTORNEY/SELF REPRESENTED SIGNATURE <i>Stacey Weisblatt</i>		PRINT ATTORNEY/SELF REPRESENTED NAME Stacey Weisblatt	
		DATE 1-7-13	

\*The Municipality Codes are available at [http://www.judiciary.state.nj.us/forms/CN11343\\_municodes\\_11-9-2009.pdf](http://www.judiciary.state.nj.us/forms/CN11343_municodes_11-9-2009.pdf)

**CERTIFICATION**

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

STERN & EISENBERG, PC

BY:

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

Attorney for Plaintiff

DATED:

1-7-13