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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

_____)	
In re:)	Case No. 12-12020 (MG)
)	
RESIDENTIAL CAPITAL, LLC, <u>et al.</u> ,)	Chapter 11
)	
Debtors.)	Jointly Administered
_____)	

**THE RESCAP BORROWER CLAIMS TRUST'S COUNTER-
DESIGNATION OF ITEMS FOR RECORD ON APPEAL**

Pursuant to Rule 8006 of the Federal Rules of Bankruptcy Procedure and Rule 8007-1 of the Local Bankruptcy Rules for the Southern District of New York, the ResCap Borrower Claims Trust (the “**Borrower Trust**”), established pursuant to the terms of the *Second Amended Joint Chapter 11 Plan Proposed by Residential Capital, LLC, et al. and the Official Committee of Unsecured Creditors* [Docket No. 6030] (the “**Plan**”)¹ in the above-captioned Chapter 11 cases (the “**Chapter 11 Cases**”), hereby submits the following counter-designation of additional items to be included in the record on appeal in connection with the Notice of

¹ The Plan was confirmed by order of the United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”) dated December 11, 2013 [Docket No. 6065] and the Plan’s effective date occurred on December 17, 2013. The Plan provides for the creation and implementation of the Borrower Trust. *See* Plan, Art. IV.F. The Plan further provides that the Borrower Claims Trustee is deemed the representative of the Debtors’ estates for the purpose of prosecuting objections to borrower claims, *see* Plan, Art. IV.S.



Appeal [Docket No. 7674] filed by appellants Frank and Christina Reed (the “**Appellants**”), from the *Memorandum Opinion and Order Determining the Amount of Allowed Claim of Frank and Christina Reed* [Docket No. 7619], which was entered by the Bankruptcy Court on October 6, 2014.

The Borrower Trust designates the following additional items to be included in the record on appeal.²

A. Pleadings

Docket No.	Description
2093	Order Extending Deadline for Filing Proofs of Claim
3294	Order Pursuant to Section 105(a) of the Bankruptcy Code and Bankruptcy Rules 1009, 3007 and 9019(b) Approving (I) Claim Objection Procedures, (II) Borrower Claim Procedures, (III) Settlement Procedures, and (IV) Schedule Amendment Procedures
6137	Notice of Entry of Confirmation Order Confirming Second Amended Joint Chapter 11 Proposed by Residential Capital, LLC, <i>et al.</i> and the Official Committee of Unsecured Creditors and Occurrence of Effective Date
7303	Letter of the ResCap Borrower Claims Trust, dated July 25, 2014, in Response to Request of Frank Reed for Pending Claim Dispute Between the Parties be Submitted to Alternative Dispute Resolution
7396	Memorandum Endorsed So Ordered Letter, signed on 8/20/2014, Regarding Discovery in Reference to the Reed Matter
7515	The ResCap Borrower Claims Trust's Motion In Limine to Exclude the Expert Testimony of Dr. Jay I. Sussman

² For the avoidance of doubt, the Borrower Trust’s designation of any pleadings and/or exhibit lists includes the designation of any and all exhibits filed with, attached to, or otherwise referenced in such pleadings. In addition, the Borrower Trust’s counter-designation of items for record on appeal does not re-list those items included on the Appellants’ designation of items for record on appeal, but incorporates those items by reference to the Statement of Issues and Designation of Record by Appellants Frank Reed and Christina Reed Pursuant to Federal Rule of Bankruptcy Procedure 8006 [Docket No. 7715].

B. Exhibits in Evidence from Reed Trial

Exhibit	Description
<i>Reed Exhibits</i>*	
1	Contract for Sale between Reeds and Jacobs for \$2,040,000, dated 12/8/2007
2	Commerce Bank appraisal of 817 Matlack Drive, Moorestown, NJ 08057
3	Proposal to Purchase by Frank and Gina Roccisano at \$1.3M (excluding first two pages of document re: 6/25/12 letter and bio of Moriuchi)
4	Statement of Scott Alvarez, Federal Reserve testimony before the U.S. Senate
5	Interagency Review of Foreclosure Policies and Practices, Federal Reserve System, Office of the Comptroller of the Currency, Office of Thrift Supervision
6	Lis pendens recorded against 817 Matlack Drive, Moorestown, NJ 08057
7	Notice of Delinquency from 21 st Mortgage Corporation to Reed
8	Order and Opinion Dismissing 2008 Foreclosure Action (GMACM v. Reed)
9	Declaration of Lauren Graham Delehey Declaration in Support of ResCap Borrower Claims Trust Objection to Proofs of Claim Filed by Frank Reed and Christina Reed, and attachments thereto, dated 5/29/2014
10	Supplemental Declaration of Lauren Graham Delehey Declaration in Support of ResCap Borrower Claims Trust's Reply in Support of Its Objection to Proofs of Claim, dated 7/3/2014
11	Excerpt from Hearing Transcript, dated 7/9/2014, on Borrower Trust's objection to Reeds' proofs of claim
12	Amended Complaint for Foreclosure, GMACM v. Reed, dated 6/3/2008
13	Statement of Charges for legal services from Law Offices of Jeffrey S. Walters
13A	Declaration of Jeffrey Walters in Support of Statement of Charges
14	Statement of Charges for legal services from Linda Campbell
14A	Declaration of Linda Campbell in Support of Statement of Charges
15	Statement of Charges for legal services from McCrink Law Firm
15A	Declaration of Krisden McCrink in Support of Statement of Charges
17	Testimony of Julie Williams (OCC Testimony before the U.S. Senate)
19	Document addressed to "To Whom It May Concern" from Thomas J. Tartamosa (mortgage broker), dated November 20, 2010

* The Reed Exhibits will be filed as a supplement to the Borrower Trust's designation of items for record on appeal.

Exhibit	Description
<i>Borrower Trust's Exhibits</i>	
A	GMACM Archived Servicing Notes, dated 6/27/2006 – 12/31/2013
G	GMACM Foreclosure Complaint, GMACM v. Reed, dated 5/16/2008
O	MLS Listings for Property (BT Edgar Status Change Forms), undated
R	Jacobs' Purchase Proposal for \$1.9M, dated 10/30/2007
V	Jacobs' Summary Judgment Motion, dated 5/8/2009
W	Opinion Granting Jacobs' Summary Judgment, dated 7/5/2009
X	Sale Agreement between Reed and Weaver, dated 8/25/2008
Y	Addendum to Sale Agreement between Reed and Weaver, dated 10/22/2008
Z	Lease Agreement between Reed and Weaver (Cooper), dated 11/21/2008
AA	Extension of Lease Agreement between Reed and Weaver, dated 1/30/2009
BB	Eviction Letter – Warrant of Removal of Brett Cooper – Reed v. Cooper, dated 8/31/2009
DD	Proposal to Purchase by Frank and Gina Roccisano at \$1.45M, dated 6/12/2010
EE	Email Chain Beginning June 30, 2010 among Kevin Aberant, Frank Reed and Others re: withdrawing offer for 817 Matlack, dated 7/1/2010
FF	Email Chain Forwarding May 8, 2011 Email from Nina Singh to Louise Carter to Frank Reed re: Singh pocket-listing offer on Matlack property for \$1.1M, dated 5/9/2011
KK	HUD-1 Settlement Statement for Reed Closing, dated 5/31/2006
LL	Affidavit from Stuart Shilling, Allied Mortgage, dated 3/2/2011
MM	Email from Mark Folweiler to Frank Reed re: repayment agreement, dated 9/22/2008
OO	Borrower Trust's First Request for Production of Documents, dated 7/17/2014
PP	Borrower Trust's First Set of Interrogatories, dated 7/17/2014
QQ	Borrower Trust's First Request for Admissions, dated 7/17/2014
UU	Complaint and Foreclosure Documents, dated 3/5/2014
VV	Answers to Counterclaim of Exhibit UU, dated 4/15/2014
YY	GMACM Foreclosure Repayment Agreement, dated 8/1/2008
ZZ	Signature Page of GMACM Foreclosure Repayment Agreement, dated 8/8/2008

C. Other

Docket No.	Description
7560	Transcript of Evidentiary Hearing Held on September 15, 2014
7561 [†]	Transcript of Evidentiary Hearing Held on September 16, 2014

Dated: November 17, 2014
New York, New York

/s/ Norman S. Rosenbaum

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Trust*

[†] The Appellants include the September 15, 2014 and September 16, 2014 evidentiary hearing transcripts under Docket No. 7560. According to the docket for the Chapter 11 Cases, the transcript for the September 15, 2014 hearing date was filed at Docket no. 7560, and the transcript for the September 16, 2014 hearing was filed at Docket No. 7561.

Exhibit A

DISPLAY/HISTORY

Acct: 3576 Name: FRANK J REED III 1 Sub: 8 Investor: 42617 Warn: 5 Lock: 1 Stop: 0 Page:
SSN: 7464 Type: Last Pmt: 1/4/2008 Refresh Date:
- Dates - Paid To: 1/1/2008 Next Due: 2/1/2008
- Bal - Prin: \$0.00 Esc: \$0.00
- Uncol - LC: \$0.00 P&I Adv: \$0.00 Esc Sht: \$0.00

REDACTED

NOTES:

Trans Added Date	Trans Type	Area ID that Originated the Message	Document Notice Id	Document Text Id	Document Text Type Code	Add Teller	TransactionDescription
6/27/2006	CLS						0000O/B 001000000.00 P/B 001000000.00 07/01/06
6/28/2006	D19		0	06	8		WELCOME LETTER ELIGIBLE
7/3/2006	NT	SKIP				T:01565	Phone number update from Inovis skip file
7/4/2006	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
7/14/2006	CBR		0	00	1	T:00000	PURCHASED<60 DAYS:SERVICE DT = 06/27/06
7/21/2006	ITR						
7/27/2006	NT					T:00730	CURT PI 09/01/06 0.00 TO 5,311.44
8/2/2006	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
8/18/2006	CBR		0	00	1	T:00000	PURCHASED<60 DAYS:SERVICE DT = 06/27/06
8/21/2006	NT	INQ				T:08288	Email- advsd B1 no registration for acct and how
8/21/2006	NT	INQ				T:08288	to regisiter. Mandy S 4630
9/5/2006	DM					T:00000	EARLY IND: SCORE 008 MODEL EI16N
9/8/2006	NT					T:00603	CURT PI 10/01/06 0.00 TO 5,311.23
9/11/2006	D28		0	DT	8		CURTAILMENT POST BILLING STATEMENT FROM RE
9/22/2006	CBR		0	00	1	T:00000	PURCHASED<60 DAYS:SERVICE DT = 06/27/06
10/5/2006	DM					T:00000	EARLY IND: SCORE 008 MODEL EI16N
10/5/2006	NT					T:00603	CURT PI 11/01/06 0.00 TO 5,311.03
10/6/2006	D28		0	DT	8		CURTAILMENT POST BILLING STATEMENT FROM RE
10/13/2006	CBR		0	00	1	T:00000	PURCHASED LOAN: SERVICING DATE =06/27/06
11/6/2006	NT					T:00603	CURT PI 12/01/06 0.00 TO 5,310.82
11/7/2006	D28		0	DT	8		CURTAILMENT POST BILLING STATEMENT FROM RE
12/5/2006	DM					T:00000	EARLY IND: SCORE 008 MODEL EI16N
12/6/2006	NT					T:00603	CURT PI 01/01/07 0.00 TO 5,310.61
12/7/2006	D28		0	DT	8		CURTAILMENT POST BILLING STATEMENT FROM RE
1/5/2007	DM					T:00000	EARLY IND: SCORE 008 MODEL EI16N
1/8/2007	NT					T:00603	CURT PI 02/01/07 0.00 TO 5,310.40
1/9/2007	D28		0	DT	8		CURTAILMENT POST BILLING STATEMENT FROM RE
2/5/2007	NT					T:00603	CURT PI 03/01/07 0.00 TO 5,310.19
2/6/2007	D28		0	DT	8		CURTAILMENT POST BILLING STATEMENT FROM RE

3/5/2007	DMD					T:22222	00/00/00 00:00:00
3/5/2007	DMD					T:22222	00/00/00 00:00:00
3/5/2007	DMD					T:22222	03/05/07 11:26:54 NO ANS
3/5/2007	NT					T:00603	CURT PI 04/01/07 0.00 TO 5,309.98
3/6/2007	D28		0	DT	8		CURTAILMENT BILLING STATEMENT FROM REPORT
4/2/2007	NT	TAX				T:07261	*TAXNON-FA MAILED DLQ TAX LTR 4/2/07.MAJ
4/5/2007	DM					T:00000	EARLY IND: SCORE 007 MODEL EI16N
4/5/2007	DMD					T:22222	00/00/00 00:00:00
4/5/2007	DMD					T:22222	00/00/00 00:00:00
4/5/2007	DMD					T:22222	04/05/07 08:40:25 MSG ANS MACH
4/5/2007	NT					T:00603	CURT PI 05/01/07 0.00 TO 5,309.77
4/6/2007	D28		0	DT	8		CURTAILMENT BILLING STATEMENT FROM REPORT
5/4/2007	NT					T:00603	CURT PI 06/01/07 0.00 TO 5,309.55
5/7/2007	D28		0	DT	8		CURTAILMENT BILLING STATEMENT FROM REPORT
5/29/2007	PAY		0	70	7		ORIG TO: FRANK J REED
5/29/2007	PAY		0	70	7		INT TO 060807 EXP DT 062807 AMT 1006016.94
5/29/2007	NT					T:25048	PO Total Amount =1006016.94
5/29/2007	NT					T:25048	PO Principal =999445.47
5/29/2007	NT					T:25048	PO Interest =6531.47
5/29/2007	NT					T:25048	PO Latecharge =0.00
5/29/2007	NT					T:25048	PO Unpaid Fees =40.00
5/29/2007	NT					T:25048	PO Escrow Balance =0.00
5/29/2007	NT					T:25048	PO Interest To Date =06/08/07
5/29/2007	NT					T:25048	PO PHN =8567270818
5/29/2007	NT					T:25048	PO FAX =8567275173
5/29/2007	NT					T:25048	PO TYPE =FAX
6/4/2007	DMD					T:22222	00/00/00 00:00:00
6/4/2007	DMD					T:22222	00/00/00 00:00:00
6/4/2007	DMD					T:22222	06/04/07 12:42:43 2
6/5/2007	DM					T:00000	EARLY IND: SCORE 007 MODEL EI16N
6/6/2007	DMD					T:22222	00/00/00 00:00:00
6/6/2007	DMD					T:22222	00/00/00 00:00:00
6/6/2007	DMD					T:22222	06/06/07 14:33:53 MSG ANS MACH
6/6/2007	NT					T:00603	CURT PI 07/01/07 0.00 TO 5,309.34
6/7/2007	D28		0	DT	8		CURTAILMENT BILLING STATEMENT FROM REPORT
7/5/2007	DM					T:00000	EARLY IND: SCORE 007 MODEL EI16N
7/5/2007	NT					T:00603	CURT PI 08/01/07 0.00 TO 5,309.12
7/6/2007	D28		0	DT	8		CURTAILMENT BILLING STATEMENT FROM REPORT
8/3/2007	NT					T:00603	CURT PI 09/01/07 0.00 TO 5,308.91
8/6/2007	D28		0	DT	8		CURTAILMENT BILLING STATEMENT FROM REPORT

9/5/2007	DM					T:00000	EARLY IND: SCORE 097 MODEL EI16C
9/5/2007	DMD					T:22222	00/00/00 00:00:00
9/5/2007	DMD					T:22222	00/00/00 00:00:00
9/5/2007	DMD					T:22222	09/05/07 08:44:30 NO ANS
9/5/2007	NT					T:00603	CURT PI 10/01/07 0.00 TO 5,308.69
9/6/2007	D28		0	DT	8		CURTAILMENT BILLING STATEMENT FROM REPORT
10/5/2007	DM					T:00000	EARLY IND: SCORE 097 MODEL EI16C
10/5/2007	NT					T:00603	CURT PI 11/01/07 0.00 TO 5,308.47
10/8/2007	D28		0	DT	8		CURTAILMENT BILLING STATEMENT FROM REPORT
10/18/2007	NT	TAX				T:07288	RECEIVED EOC REPORT FOR MORRESTOWN TOWNSHIP, NJ.
10/18/2007	NT	TAX				T:07288	PER DOROTHY @ T/C, DELQ 06 4TH QTR WAS IN TAX SALE
10/18/2007	NT	TAX				T:07288	ON 10/11/07. TOTAL REDEMPTION AMT 1892.44 GT 10/26
10/18/2007	NT	TAX				T:07288	NO BREAK DOWN AMT AVAILABLE. ALSO DISB DELQ 2007
10/18/2007	NT	TAX				T:07288	FEB/07 BASE 7425.68, MAY/07 BASE 7425.68, AUG/07
10/18/2007	NT	TAX				T:07288	BASE 7948.71, TOTAL P&I 1934.83(NO BREAK DOWN AMT
10/18/2007	NT	TAX				T:07288	GIVEN); ALSO DISB NOV/07 BASE 7948.71, GRAND TTL
10/18/2007	NT	TAX				T:07288	FOR 2007 TAXES 32683.61 ON A SEPARATE CHECK, PER
10/18/2007	NT	TAX				T:07288	DOROTHY. CHANGED LOAN TO ESCROW.
11/5/2007	NT					T:00603	CURT PI 12/01/07 0.00 TO 5,308.25
11/6/2007	D28		0	DT	8		CURTAILMENT BILLING STATEMENT FROM REPORT
12/5/2007	DM					T:00000	EARLY IND: SCORE 097 MODEL EI16C
12/6/2007	CIT	INQ90				T:16671	001 new cit 131- please accept p&i paymnt only for
12/6/2007	CIT	INQ90				T:16671	12/01/07 and 01/01/08 paymnts and have shrtg
12/6/2007	CIT	INQ90				T:16671	start in 02/01/08- aprvd by tl jh thanks
12/6/2007	CIT	INQ90				T:16671	brianaj4043
12/12/2007	DMD					T:22222	12/12/07 17:42:09 LEFT MESSAGE
12/12/2007	DMD					T:22222	12/12/07 12:51:02 NO ANSWER
12/12/2007	DMD					T:22222	12/12/07 09:20:13 NO ANSWER
12/12/2007	OL		0	88	2		WDOYCUS - ADJUSTMENT LETTER
12/12/2007	CIT	INQ25				T:01219	001 cit 131 to 648 for rev of \$ in ufa & eff date
12/12/2007	CIT	INQ25				T:01219	12/05/07. I have updt 12/07 & 1/08 pmts only
12/12/2007	CIT	INQ25				T:01219	to p&i & sent 2:88 ltr to cust to advise. cb
12/13/2007	CIT	CSH15				T:19474	001 DONE 12/13/07 BY TLR 19474
12/13/2007	CIT	CSH15				T:19474	TSK TYP 131-ESCROW PAYMENT
12/13/2007	NT					T:19474	CURT PI 01/01/08 0.00 TO 5,308.03
12/14/2007	D28		0	DT	8		CURTAILMENT BILLING STATEMENT FROM REPORT
12/19/2007	DMD					T:22222	00/00/00 00:00:00
12/19/2007	DMD					T:22222	00/00/00 00:00:00
1/4/2008	NT					T:00603	CURT PI 02/01/08 0.00 TO 5,307.80
1/7/2008	D28		0	DT	8		CURTAILMENT BILLING STATEMENT FROM REPORT

2/5/2008	DM					T:00000	EARLY IND: SCORE 068 MODEL EI16C
2/12/2008	DMD					T:22222	02/12/08 09:55:39 NO ANSWER
2/12/2008	DMD					T:22222	02/12/08 12:46:18 LEFT MESSAGE
2/12/2008	DMD					T:22222	02/12/08 09:55:39 NO ANSWER
2/14/2008	DMD					T:22222	02/14/08 17:06:31 PAR3 CONNECT
2/14/2008	DMD					T:22222	02/14/08 12:36:40 LEFT MESSAGE
2/14/2008	DMD					T:22222	02/14/08 09:30:07 LEFT MESSAGE
2/19/2008	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
2/20/2008	DMD					T:22222	00/00/00 00:00:00
2/20/2008	DMD					T:22222	00/00/00 00:00:00
2/20/2008	DMD					T:22222	02/20/08 09:27:22 NO ANSWER
2/20/2008	DMD					T:22222	02/20/08 12:46:19 NO ANSWER
2/20/2008	DMD					T:22222	02/20/08 09:27:22 NO ANSWER
2/21/2008	NT	LTR				T:20662	PRE-30 REQUEST FOR CONTACT LETTER
2/21/2008	NT	LTR				T:20662	Collections has been unable to establish
2/21/2008	NT	LTR				T:20662	contact with the borrower, and the
2/21/2008	NT	LTR				T:20662	account is nearing 30 days delinquent.
2/25/2008	DMD					T:22222	02/25/08 15:34:42 ANS MACH
2/25/2008	DMD					T:22222	02/25/08 11:22:59 ANS MACH
2/25/2008	DMD					T:22222	02/24/08 17:33:19 ANS MACH
2/25/2008	DMD					T:22222	00/00/00 00:00:00
2/25/2008	DMD					T:22222	00/00/00 00:00:00
2/26/2008	DMD					T:22222	00/00/00 00:00:00
2/26/2008	DMD					T:22222	02/26/08 18:53:51 ANS MACH
2/26/2008	DMD					T:22222	02/26/08 11:13:36 ANS MACH
2/27/2008	DMD					T:22222	00/00/00 00:00:00
2/27/2008	DMD					T:22222	00/00/00 00:00:00
2/27/2008	DMD					T:22222	02/27/08 17:59:02 ANS MACH
2/27/2008	DMD					T:22222	02/27/08 15:18:17 ANS MACH
2/27/2008	DMD					T:22222	02/27/08 12:28:49 ANS MACH
2/28/2008	DMD					T:22222	00/00/00 00:00:00
2/28/2008	DMD					T:22222	00/00/00 00:00:00
2/28/2008	DMD					T:22222	02/28/08 17:48:29 ANS MACH
2/29/2008	DMD					T:22222	00/00/00 00:00:00
2/29/2008	DMD					T:22222	02/29/08 14:21:47 NO ANS
2/29/2008	DMD					T:22222	02/29/08 11:31:28 2
3/3/2008	DMD					T:22222	00/00/00 00:00:00
3/3/2008	DMD					T:22222	00/00/00 00:00:00
3/3/2008	DMD					T:22222	03/03/08 17:33:14 INCOMPLETE
3/4/2008	DM					T:00000	EARLY IND: SCORE 397 MODEL EI30C

3/4/2008	DMD					T:22222	00/00/00 00:00:00
3/4/2008	DMD					T:22222	03/04/08 19:05:13 INCOMPLETE
3/4/2008	DMD					T:22222	03/04/08 10:36:35 INCOMPLETE
3/5/2008	NT	FSV				T:25101	Inspection Hold Placed 03/04/08 - Account met the
3/5/2008	NT	FSV				T:25101	criteria in the GMAC report.
3/6/2008	FSV		0	0	1	T:25101	DELINQ INSP HOLD PLACED; REL DT =03/25/08
3/10/2008	DMD					T:22222	03/10/08 18:00:06 ANS MACH
3/10/2008	DMD					T:22222	03/10/08 10:49:07 ANS MACH
3/10/2008	DMD					T:22222	03/09/08 17:34:49 2
3/11/2008	DMD					T:22222	00/00/00 00:00:00
3/11/2008	DMD					T:22222	00/00/00 00:00:00
3/11/2008	DMD					T:22222	03/11/08 17:35:49 ANS MACH
3/11/2008	FSV		0	0	1	T:25101	DELINQ INSP HOLD PLACED; REL DT =04/01/08
3/12/2008	DMD					T:22222	00/00/00 00:00:00
3/12/2008	DMD					T:22222	03/12/08 18:18:39 2
3/12/2008	DMD					T:22222	03/12/08 11:54:19 ANS MACH
3/12/2008	NT	FSV				T:25101	Inspection Hold Placed 03/11/08 - Account met the
3/12/2008	NT	FSV				T:25101	criteria in the GMAC report.
3/13/2008	DMD					T:22222	00/00/00 00:00:00
3/13/2008	DMD					T:22222	03/13/08 15:46:04 ANS MACH
3/13/2008	DMD					T:22222	03/13/08 12:00:58 ANS MACH
3/14/2008	DMD					T:22222	00/00/00 00:00:00
3/14/2008	DMD					T:22222	00/00/00 00:00:00
3/14/2008	DMD					T:22222	03/14/08 10:39:52 ANS MACH
3/14/2008	NT	LTR				T:20662	REQUEST FOR CONTACT LETTER
3/14/2008	NT	LTR				T:20662	Collections has been unable to establish
3/14/2008	NT	LTR				T:20662	contact with the borrower, and the
3/14/2008	NT	LTR				T:20662	account is 30 days delinquent.
3/14/2008	D19		0	05	8		DEF - OPTIONS TO AVOID FORECLOSURE
3/17/2008	DMD					T:22222	00/00/00 00:00:00
3/17/2008	DMD					T:22222	03/17/08 18:22:24 INCOMPLETE
3/17/2008	DMD					T:22222	03/17/08 11:11:18 2
3/18/2008	DMD					T:22222	00/00/00 00:00:00
3/18/2008	DMD					T:22222	03/18/08 17:41:19 SIT_TONE
3/18/2008	DMD					T:22222	03/18/08 10:58:00 ANS MACH
3/18/2008	DM					T:23184	RMVD WRNG # 8043642674
3/18/2008	DM					T:23184	ACTION/RESULT CD CHANGED FROM OASK TO NOTE
3/18/2008	FSV		0	0	1	T:25101	DELINQ INSP HOLD PLACED; REL DT =04/08/08
3/19/2008	NT	FSV				T:25101	Inspection Hold Placed 03/18/08 - Account met the
3/19/2008	NT	FSV				T:25101	criteria in the GMAC report.

3/19/2008	NT	LTR				T:20662	PRE-60 REQUEST FOR CONTACT LETTER
3/19/2008	NT	LTR				T:20662	Collections has been unable to establish
3/19/2008	NT	LTR				T:20662	contact with the borrower, and the
3/19/2008	NT	LTR				T:20662	account is nearing 60 days delinquent.
3/19/2008	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
3/21/2008	CBR		0	00	1	T:00000	DELINQUENT: 30 DAYS
3/21/2008	CBR		0	00	1	T:00000	CHANGE IN PRIMARY BORROWERS ADDR
3/24/2008	DMD					T:22222	00/00/00 00:00:00
3/24/2008	DMD					T:22222	00/00/00 00:00:00
3/24/2008	DMD					T:22222	03/24/08 17:46:19 SIT_TONE
3/24/2008	DM					T:22772	MALE SAYS WRNG NUM. 8043642674
3/24/2008	DM					T:22772	DFLT REASON 1 CHANGED TO: UNABLE TO CONTACT BORR
3/24/2008	DM					T:22772	ACTION/RESULT CD CHANGED FROM OASK TO BRIP
3/25/2008	NT	FSV				T:25101	Inspection Hold Placed 03/25/08 - Account met the
3/25/2008	NT	FSV				T:25101	criteria in the GMAC report.
3/25/2008	FSV		0	0	1	T:25101	DELINQ INSP HOLD PLACED; REL DT =04/15/08
3/31/2008	DM					T:00000	AUTOMATED INTEREST ACCRUAL HOLD ACTIVE
4/1/2008	DMD					T:22222	00/00/00 00:00:00
4/1/2008	DMD					T:22222	00/00/00 00:00:00
4/1/2008	DMD					T:22222	04/01/08 16:56:53 INCOMPLETE
4/1/2008	FSV		0	0	1	T:25101	DELINQ INSP HOLD PLACED; REL DT =04/22/08
4/2/2008	DM					T:00000	EARLY IND: SCORE 375 MODEL EI60C
4/2/2008	DMD					T:22222	00/00/00 00:00:00
4/2/2008	DMD					T:22222	00/00/00 00:00:00
4/2/2008	DMD					T:22222	04/02/08 17:27:16 SIT_TONE
4/2/2008	NT	DM				T:23983	AUTOMATION BPO ORDERED THUR H.CONNECTS
4/2/2008	NT	DM				T:23983	NEW QUERY
4/2/2008	FSV		0	0	0	T:13441	INSP TYPE R ORDERED; REQ CD =1150
4/3/2008	NT	FSV				T:25101	Inspection Hold Placed 04/01/08 - Account met the
4/3/2008	NT	FSV				T:25101	criteria in the GMAC report.
4/4/2008	D19		0	05	8		BREACH FRANK J REED 07007302000005743200
4/4/2008	D19		0	05	8		BREACH FRANK J REED
4/6/2008	DM					T:20638	TT 3P MALE-STTS WRONG NUMBER-8043642674-REMOVED
4/6/2008	DM					T:20638	ACTION/RESULT CD CHANGED FROM OASK TO BRIP
4/7/2008	DMD					T:22222	04/07/08 17:44:13 2
4/7/2008	DMD					T:22222	04/07/08 14:16:50 BUSY
4/7/2008	DMD					T:22222	04/06/08 17:16:47 INCOMPLETE
4/8/2008	NT	DM				T:23983	BPO VALUE RECEIVED FROM H.CONNECTS
4/8/2008	FSV		0	0	0	T:23983	INSP TP R RESULTS RCVD; ORD DT=04/02/08
4/15/2008	DMD					T:22222	00/00/00 00:00:00

4/15/2008	DMD					T:22222	04/15/08 17:44:13 2
4/15/2008	DMD					T:22222	04/15/08 13:33:28 SIT_TONE
4/16/2008	DMD					T:22222	00/00/00 00:00:00
4/16/2008	DMD					T:22222	04/16/08 17:34:59 INCOMPLETE
4/16/2008	DMD					T:22222	04/16/08 11:42:43 ANS MACH
4/17/2008	DMD					T:22222	00/00/00 00:00:00
4/17/2008	DMD					T:22222	00/00/00 00:00:00
4/17/2008	DMD					T:22222	04/17/08 15:07:24 ANS MACH
4/18/2008	DMD					T:22222	00/00/00 00:00:00
4/18/2008	DMD					T:22222	00/00/00 00:00:00
4/18/2008	DMD					T:22222	04/18/08 14:29:32 4
4/21/2008	DMD					T:22222	00/00/00 00:00:00
4/21/2008	DMD					T:22222	00/00/00 00:00:00
4/21/2008	DMD					T:22222	04/21/08 11:02:31 SIT_TONE
4/21/2008	DM					T:19411	MALE SAID WRONG #8043642674
4/21/2008	DM					T:19411	ACTION/RESULT CD CHANGED FROM OASK TO BRIP
4/21/2008	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
4/22/2008	FSV		0	00	1	T:00000	DELINQ INSP HOLD RELEASED
4/25/2008	CBR		0	00	1	T:00000	DELINQUENT: 60 DAYS
4/25/2008	CBR		0	00	1	T:00000	CHANGE IN PRIMARY BORROWERS ADDR
4/28/2008	NT	HNOW				T:20954	HOPE NOW letter sent.
4/28/2008	NT	HNOW				T:20954	HOPE NOW is a parternshipe between
4/28/2008	NT	HNOW				T:20954	non-profit housing counselors and
4/28/2008	NT	HNOW				T:20954	mortgage companies. Attempt to help
4/28/2008	NT	HNOW				T:20954	borrowers who may have difficulties
4/28/2008	NT	HNOW				T:20954	paying their mortgages.
4/28/2008	NT	HNOW				T:20954	GMAC/HFN is a member.
4/29/2008	DMD					T:22222	00/00/00 00:00:00
4/29/2008	DMD					T:22222	04/29/08 17:11:00 HANGUP IN Q
4/29/2008	DMD					T:22222	04/29/08 11:51:20 INCOMPLETE
4/30/2008	DMD					T:22222	00/00/00 00:00:00
4/30/2008	DMD					T:22222	04/30/08 19:01:57 INCOMPLETE
4/30/2008	DMD					T:22222	04/30/08 16:36:19 SIT_TONE
5/2/2008	DM					T:00000	EARLY IND: SCORE 353 MODEL EI90C
5/2/2008	FSV		0	00	1	T:00000	INSP TYPE D ORDERED; REQ CD =AUTO DELQ
5/6/2008	DMD					T:22222	00/00/00 00:00:00
5/6/2008	DMD					T:22222	00/00/00 00:00:00
5/6/2008	DMD					T:22222	05/06/08 17:02:44 UN-SUCCESSFUL
5/6/2008	DM					T:23182	TT U3P STATED WE HAVE THE WRONG NUMBER, REMOVE
5/6/2008	DM					T:23182	NUMBER FROM THE LIST

5/6/2008	DM					T:23182	ACTION/RESULT CD CHANGED FROM OASK TO BRIP
5/8/2008	CIT	SBO01				T:25101	002 New CIT 476 Please deactivate MERS
5/8/2008	FOR						FORECLOSURE APPROVAL (1) COMPLETED 05/08/08
5/8/2008	NT	FCL				T:25101	Foreclosure Referral Review Completed
5/8/2008	NT	FCL				T:25101	and Management Approved
5/8/2008	FOR						APPROVED FOR FCL 05/08/08
5/9/2008	CBR		0	00	1	T:00000	DELINQUENT: 90 DAYS
5/9/2008	CBR		0	00	1	T:00000	CHANGE IN PRIMARY BORROWERS ADDR
5/12/2008	FOR						05/10/08 - 11:49 - 00007
5/12/2008	FOR						User has updated the system for the
5/12/2008	FOR						following event: File Referred To
5/12/2008	FOR						Attorney, completed on 5/10/2008
5/12/2008	FOR						05/12/08 - 07:36 - 12351
5/12/2008	FOR						User has updated the system for the
5/12/2008	FOR						following event: File Received By
5/12/2008	FOR						Attorney, completed on 5/12/2008
5/12/2008	FOR						05/10/08 - 11:54 - 00007
5/12/2008	FOR						Foreclosure (NIE Id# 6928995) sent
5/12/2008	FOR						to ZUCKER GOLDBERG & ACKERMAN at
5/12/2008	FOR						5/10/2008 11:46:17 AM by Automated
5/12/2008	FOR						Tasks
5/12/2008	FOR						05/10/08 - 04:14 - 00007
5/12/2008	FOR						Process opened 5/10/2008 by user
5/12/2008	FOR						Fidelity AutoProc.
5/12/2008	FOR						REFERRED TO ATTORNEY (2) COMPLETED 05/10/08
5/12/2008	NT	TAX				T:01685	recd certficate of title cert # 200732 req
5/12/2008	NT	TAX				T:01685	\$20.00 to send to Burlington county to have
5/12/2008	NT	TAX				T:01685	released.
5/12/2008	CIT	OTH10				T:30129	002 DONE 05/12/08 BY TLR 30129
5/12/2008	CIT	OTH10				T:30129	TSK TYP 476-MERS DEACTIVATI
5/12/2008	CIT	OTH10				T:30129	002 Removed MERS codes and de-activated loan on
5/12/2008	CIT	OTH10				T:30129	MERS web-site.
5/13/2008	DMD					T:22222	00/00/00 00:00:00
5/13/2008	DMD					T:22222	00/00/00 00:00:00
5/13/2008	DMD					T:22222	05/13/08 15:13:54 MSG TO VOICE
5/13/2008	CIT	BKR20				T:23721	003 New CIT #720- please fax payoff good thru
5/13/2008	CIT	BKR20				T:23721	05/15/2008. No fees and costs. Please fax to
5/13/2008	CIT	BKR20				T:23721	908-654-7893.
5/14/2008	CIT	CSH30				T:19473	003 DONE 05/14/08 BY TLR 19473
5/14/2008	CIT	CSH30				T:19473	TSK TYP 720-PO STMT SCRIPT

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5/19/2008	FOR					entry of same. Next follow up on
5/19/2008	FOR					05/22/2008 , Status: Active,
5/19/2008	FOR					approval not required.
5/19/2008	FOR					05/19/08 - 12:28 - 61520
5/19/2008	FOR					
5/19/2008	FOR					
5/19/2008	FOR					
5/19/2008	FOR					
5/19/2008	FOR					
5/19/2008	FOR					
5/19/2008	FOR					
5/19/2008	FOR					
5/19/2008	FOR					
5/19/2008	FOR					
5/19/2008	FOR					
5/19/2008	FOR					
5/19/2008	FOR					
5/19/2008	FOR					05/19/08 - 12:27 - 61520
5/19/2008	FOR					User has updated the system for the
5/19/2008	FOR					following event: Title Report
5/19/2008	FOR					Received, completed on 5/16/2008
5/19/2008	FOR					05/19/08 - 10:01 - 60360
5/19/2008	FOR					User has updated the system for the
5/19/2008	FOR					following event: Upload Document,
5/19/2008	FOR					completed on 5/19/2008
5/19/2008	FOR					05/19/08 - 10:00 - 60360
5/19/2008	FOR					User has completed the Upload
5/19/2008	FOR					Document data form with the
5/19/2008	FOR					following entries: Select File: :
5/19/2008	FOR					102962_PreparedAom_05192008.doc Com
5/19/2008	FOR					05/19/08 - 10:00 - 60360
5/19/2008	FOR					ment: : Please review, sign and
5/19/2008	FOR					return to our office as soon as
5/19/2008	FOR					possible, Thank You
5/19/2008	FOR					05/19/08 - 10:00 - 60360
5/19/2008	FOR					Process opened 5/19/2008 by user
5/19/2008	FOR					Nicole Chupinka.
5/19/2008	FOR					TITLE RECEIVED (623) COMPLETED 05/16/08
5/20/2008	DMD				T:22222	00/00/00 00:00:00

5/20/2008	DMD					T:22222	00/00/00 00:00:00
5/20/2008	DMD					T:22222	05/20/08 13:18:03 MSG ANS MACH
5/20/2008	FOR						05/19/08 - 18:47 - 19874
5/20/2008	FOR						User has updated the system for the
5/20/2008	FOR						following event: Complaint Filed,
5/20/2008	FOR						completed on 5/19/2008
5/20/2008	FOR						FIRST LEGAL ACTION (601) COMPLETED 05/19/08
5/20/2008	D28		0	DT	8		FORCED BILLING STATEMENT FROM REPORT R628
5/21/2008	FOR						05/21/08 - 11:49 - 49059
5/21/2008	FOR						User has updated the system for the
5/21/2008	FOR						following event: Document
5/21/2008	FOR						Execution, completed on 5/21/2008
5/21/2008	FOR						05/21/08 - 11:49 - 49059
5/21/2008	FOR						User has completed the Document
5/21/2008	FOR						Execution data form with the
5/21/2008	FOR						following entries: Document
5/21/2008	FOR						Execution: : Printed for Execution
5/21/2008	FOR						05/21/08 - 11:49 - 49059
5/21/2008	FOR						Type of document: : AOM Comment: :
5/21/2008	FOR						05/21/08 - 11:49 - 49059
5/21/2008	FOR						Process opened 5/21/2008 by user
5/21/2008	FOR						Tyra Wilson.
5/22/2008	DMD					T:22222	00/00/00 00:00:00
5/22/2008	DMD					T:22222	00/00/00 00:00:00
5/22/2008	DMD					T:22222	05/22/08 15:10:40 DISCON
5/27/2008	FOR						05/27/08 - 09:23 - 42846
5/27/2008	FOR						User has updated the system for the
5/27/2008	FOR						following event: Doc
5/27/2008	FOR						Executed/Notarized and Sent to
5/27/2008	FOR						Attorney, completed on 5/27/2008Auto
5/27/2008	FOR						05/27/08 - 09:23 - 42846
5/27/2008	FOR						Close from DDF
5/27/2008	FOR						05/27/08 - 09:23 - 42846
5/27/2008	FOR						User has completed the Document
5/27/2008	FOR						Type Returned to Attorney data form
5/27/2008	FOR						with the following entries: Type
5/27/2008	FOR						of Document: : The AOM will be sent
5/27/2008	FOR						05/27/08 - 09:23 - 42846
5/27/2008	FOR						via fedex today
5/28/2008	NT	TAX				T:01685	recd tax certificate #200732 back from burlington

5/28/2008	NT	TAX				T:01685	county clerk with gmacm check # 11308256 for
5/28/2008	NT	TAX				T:01685	\$20.00. this was not recorded at the county so
5/28/2008	NT	TAX				T:01685	\$20.00 fee sent back. placed funds back into
5/28/2008	NT	TAX				T:01685	escrow account.
5/29/2008	DMD					T:22222	00/00/00 00:00:00
5/29/2008	DMD					T:22222	00/00/00 00:00:00
5/29/2008	DMD					T:22222	05/29/08 14:38:48 DISCON
5/29/2008	FOR						05/29/08 - 15:51 - 34061
5/29/2008	FOR						System updated for the following
5/29/2008	FOR						event: User has reprojected the
5/29/2008	FOR						step Service Complete to 6/5/2008.
5/29/2008	FOR						Reason: Other. Comments:
5/29/2008	FOR						
5/29/2008	FOR						
5/29/2008	FOR						
5/29/2008	FOR						. Status: Active, approval not requ
5/29/2008	FOR						05/29/08 - 15:51 - 34061
5/29/2008	FOR						ired.
5/29/2008	NT	HNOW				T:20954	HOPE NOW Letter mailed
6/2/2008	FSV		0	00	1	T:00000	INSP TYPE F ORDERED; REQ CD =AUTO DELQ
6/3/2008	DM					T:00000	EARLY IND: SCORE 352 MODEL EIFRC
6/4/2008	DMD					T:22222	00/00/00 00:00:00
6/4/2008	DMD					T:22222	00/00/00 00:00:00
6/4/2008	DMD					T:22222	06/04/08 14:44:58 DISCON
6/6/2008	CBR		0	00	1	T:00000	FORECLOSURE STARTED
6/6/2008	CBR		0	00	1	T:00000	DELINQUENT: 120 DAYS
6/6/2008	FOR						06/05/08 - 17:43 - 34061
6/6/2008	FOR						System updated for the following
6/6/2008	FOR						event: User has reprojected the
6/6/2008	FOR						step Service Complete to 6/12/2008.
6/6/2008	FOR						Reason: Other. Comments:
6/6/2008	FOR						
6/6/2008	FOR						
6/6/2008	FOR						
6/6/2008	FOR						. Status: Active, approval not req
6/6/2008	FOR						06/05/08 - 17:43 - 34061
6/6/2008	FOR						uired.
6/11/2008	DMD					T:22222	00/00/00 00:00:00

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6/11/2008	DMD				T:22222	00/00/00 00:00:00
6/11/2008	DMD				T:22222	06/11/08 14:55:12 MSG ANS MACH
6/13/2008	FOR					06/12/08 - 21:46 - 13931
6/13/2008	FOR					System updated for the following
6/13/2008	FOR					event: User has reprojected the
6/13/2008	FOR					step Service Complete to 6/13/2008.
6/13/2008	FOR					Reason: Other. Comments:
6/13/2008	FOR					
6/13/2008	FOR					
6/13/2008	FOR					
6/13/2008	FOR					. Status: Active, approval not req
6/13/2008	FOR					06/12/08 - 21:46 - 13931
6/13/2008	FOR					uired.
6/16/2008	FOR					06/13/08 - 18:07 - 34061
6/16/2008	FOR					System updated for the following
6/16/2008	FOR					event: User has reprojected the
6/16/2008	FOR					step Service Complete to 6/19/2008.
6/16/2008	FOR					Reason: Other. Comments:
6/16/2008	FOR					
6/16/2008	FOR					
6/16/2008	FOR					
6/16/2008	FOR					. Status: Active, approval not req
6/16/2008	FOR					06/13/08 - 18:07 - 34061
6/16/2008	FOR					uired.
6/18/2008	DMD				T:22222	00/00/00 00:00:00
6/18/2008	DMD				T:22222	00/00/00 00:00:00
6/18/2008	DMD				T:22222	06/18/08 14:13:28 DISCON
6/19/2008	DMD				T:22222	00/00/00 00:00:00
6/19/2008	DMD				T:22222	00/00/00 00:00:00
6/19/2008	DMD				T:22222	06/19/08 15:21:18 DISCON
6/19/2008	FOR					06/19/08 - 14:58 - 19874
6/19/2008	FOR					System updated for the following
6/19/2008	FOR					event: User has reprojected the
6/19/2008	FOR					step Service Complete to 7/3/2008.
6/19/2008	FOR					Reason: Other. Comments:
6/19/2008	FOR					
6/19/2008	FOR					
6/19/2008	FOR					

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6/19/2008	FOR					Status: Active,
6/19/2008	FOR					approval not required.
6/19/2008	D28		0	DT	8	BILLING STATEMENT FROM REPORT R628
6/25/2008	DMD				T:22222	00/00/00 00:00:00
6/25/2008	DMD				T:22222	00/00/00 00:00:00
6/25/2008	DMD				T:22222	06/25/08 14:13:40 DISCON
6/25/2008	NT	HNOW			T:20954	HOPE NOW letter mailed
6/26/2008	DMD				T:22222	00/00/00 00:00:00
6/26/2008	DMD				T:22222	00/00/00 00:00:00
6/26/2008	DMD				T:22222	06/26/08 15:08:49 DISCON
6/26/2008	FOR					06/26/08 - 10:47 - 47636
6/26/2008	FOR					System updated for the following
6/26/2008	FOR					event: User has created a
6/26/2008	FOR					Process-Level issue for this
6/26/2008	FOR					loan.Issue Type: Additional Fee Requ
6/26/2008	FOR					06/26/08 - 10:47 - 47636
6/26/2008	FOR					est-Contested/Litigation. Issue
6/26/2008	FOR					Comments:
6/26/2008	FOR					
6/26/2008	FOR					
6/26/2008	FOR					
6/26/2008	FOR					
6/26/2008	FOR					Status: Active
6/26/2008	FOR					06/26/08 - 10:45 - 47636
6/26/2008	FOR					System updated for the following
6/26/2008	FOR					event: User has created a
6/26/2008	FOR					Process-Level issue for this
6/26/2008	FOR					loan.Issue Type: Answer Filed. Issue
6/26/2008	FOR					06/26/08 - 10:45 - 47636
6/26/2008	FOR					Comments:
6/26/2008	FOR					
6/26/2008	FOR					
6/26/2008	FOR					
6/26/2008	FOR					
6/26/2008	FOR					
6/26/2008	FOR					
6/26/2008	FOR					Status: Active
6/27/2008	FSV		0	00	1	T:00000 INSP TP F RESULTS RCVD; ORD DT=06/02/08

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6/27/2008	FOR					06/27/08 - 08:50 - 39346
6/27/2008	FOR					Process opened 6/27/2008 by user
6/27/2008	FOR					Robert Lelli.
6/27/2008	FOR					06/27/08 - 08:50 - 39346
6/27/2008	FOR					User has updated the system for the
6/27/2008	FOR					following event: Date
6/27/2008	FOR					Answer/Appearence Filed, completed
6/27/2008	FOR					on 6/20/2008
6/27/2008	FOR					06/27/08 - 08:52 - 39346
6/27/2008	FOR					System updated for the following
6/27/2008	FOR					event: User has ended the Issue
6/27/2008	FOR					associated with this loan. Issue
6/27/2008	FOR					Type: Answer Filed. Comments:
6/27/2008	FOR					
6/27/2008	FOR					
6/27/2008	FOR					06/27/08 - 08:51 - 39346
6/27/2008	FOR					System updated for the following
6/27/2008	FOR					event: User has ended the Issue
6/27/2008	FOR					associated with this loan. Issue
6/27/2008	FOR					Type: Additional Fee Request-Contest
6/27/2008	FOR					06/27/08 - 08:51 - 39346
6/27/2008	FOR					ed/Litigation. Comments:
6/27/2008	FOR					
7/1/2008	FOR					07/01/08 - 08:45 - 47636
7/1/2008	FOR					Intercom From: Woodie Handley,
7/1/2008	FOR					at-zuck - To: Robert Lelli (GMAC) /
7/1/2008	FOR					Message:
7/1/2008	FOR					
7/1/2008	FOR					
7/1/2008	FOR					
7/1/2008	FOR					07/01/08 - 14:42 - 47636
7/1/2008	FOR					User has updated the system for the
7/1/2008	FOR					following event: MSJ Filed / Agreed
7/1/2008	FOR					Judgment Circulated Date, completed
7/1/2008	FOR					on 6/30/2008
7/1/2008	FOR					07/01/08 - 14:42 - 47636
7/1/2008	FOR					User has updated the system for the
7/1/2008	FOR					following event:
7/1/2008	FOR					Pleadings/Appearence/Additional Fee
7/1/2008	FOR					Request/Executive Summary uploaded t

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7/1/2008	FOR					07/01/08 - 14:42 - 47636
7/1/2008	FOR					o NIE, completed on 6/26/2008
7/2/2008	DM				T:00000	EARLY IND: SCORE 341 MODEL EIFRC
7/2/2008	FSV	0	00	1	T:00000	INSP TYPE F ORDERED; REQ CD =AUTO DELQ
7/2/2008	FOR					07/02/08 - 17:21 - 56165
7/2/2008	FOR					System updated for the following
7/2/2008	FOR					event: User has reprojected the
7/2/2008	FOR					step Service Complete to 7/24/2008.
7/2/2008	FOR					Reason: Other. Comments:
7/2/2008	FOR					
7/2/2008	FOR					
7/2/2008	FOR					Status: Active,
7/2/2008	FOR					approval not required.
7/3/2008	DMD				T:22222	00/00/00 00:00:00
7/3/2008	DMD				T:22222	00/00/00 00:00:00
7/3/2008	DMD				T:22222	07/03/08 11:16:05 NO ANS
7/8/2008	DMD				T:22222	00/00/00 00:00:00
7/8/2008	DMD				T:22222	00/00/00 00:00:00
7/8/2008	DMD				T:22222	07/08/08 15:16:25 NO ANS
7/8/2008	FOR					07/08/08 - 06:51 - 45664
7/8/2008	FOR					User has updated the system for the
7/8/2008	FOR					following event: MSJ Hearing Date/
7/8/2008	FOR					Agreed Judgment Filed /Projected
7/8/2008	FOR					Resolution Date, completed on 8/1/20
7/8/2008	FOR					07/08/08 - 06:51 - 45664
7/8/2008	FOR					08
7/8/2008	FOR					07/08/08 - 06:51 - 45664
7/8/2008	FOR					User has updated the system for the
7/8/2008	FOR					following event: Answer Filed
7/8/2008	FOR					Follow Up, completed on 7/7/2008
7/8/2008	FOR					07/08/08 - 06:51 - 45664
7/8/2008	FOR					User has completed the FollowUp
7/8/2008	FOR					data form with the following
7/8/2008	FOR					entries: Next Contact: : Other
7/8/2008	FOR					Contact Information: : Follow Up I
7/8/2008	FOR					07/08/08 - 06:51 - 45664
7/8/2008	FOR					nformation: : Status of
7/8/2008	FOR					Additional Fee Request::
7/10/2008	FOR					07/10/08 - 10:13 - 19874

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7/10/2008	FOR					System updated for the following
7/10/2008	FOR					event: User has created a
7/10/2008	FOR					Process-Level issue for this
7/10/2008	FOR					loan.Issue Type: Copy of ACT/Demand
7/10/2008	FOR					07/10/08 - 10:13 - 19874
7/10/2008	FOR					Letter. Issue Comments:
7/10/2008	FOR					
7/10/2008	FOR					
7/10/2008	FOR					Status: Active
7/11/2008	FOR					07/11/08 - 07:32 - 56084
7/11/2008	FOR					User has updated the system for the
7/11/2008	FOR					following event: Judgment Figure
7/11/2008	FOR					Data Referred, completed on
7/11/2008	FOR					7/11/2008
7/11/2008	FOR					07/11/08 - 07:31 - 56165
7/11/2008	FOR					User has updated the system for the
7/11/2008	FOR					following event: Judgment Figure
7/11/2008	FOR					Data Received, completed on
7/11/2008	FOR					7/11/2008
7/11/2008	FOR					07/11/08 - 07:31 - 56165
7/11/2008	FOR					User has updated the system for the
7/11/2008	FOR					following event: Judgment Figure
7/11/2008	FOR					Data Requested, completed on
7/11/2008	FOR					7/11/2008
7/11/2008	FOR					07/11/08 - 07:31 - 56165
7/11/2008	FOR					User has completed the
7/11/2008	FOR					F91_JFIGDDueDate data form with the
7/11/2008	FOR					following entries: Judgment
7/11/2008	FOR					Figures Needed Good Through?: : 08/1
7/11/2008	FOR					07/11/08 - 07:31 - 56165
7/11/2008	FOR					1/2008
7/11/2008	FOR					07/11/08 - 07:21 - 32857
7/11/2008	FOR					Process opened 7/11/2008 by user
7/11/2008	FOR					Dan Cannon.
7/11/2008	FOR					07/11/08 - 07:21 - 32857
7/11/2008	FOR					User has updated the system for the
7/11/2008	FOR					following event: Service Complete,
7/11/2008	FOR					completed on 6/11/2008 (DIS)
7/11/2008	FOR					SERVICE COMPLETE (625) COMPLETED 06/11/08
7/15/2008	DMD				T:22222	00/00/00 00:00:00

7/15/2008	DMD					T:22222	00/00/00 00:00:00
7/15/2008	DMD					T:22222	07/15/08 15:34:15 NO ANS
7/18/2008	CBR		0	00	1	T:00000	FORECLOSURE STARTED
7/18/2008	CBR		0	00	1	T:00000	DELINQUENT: 150 DAYS
7/18/2008	FOR						07/18/08 - 11:48 - 59405
7/18/2008	FOR						Process opened 7/18/2008 by user
7/18/2008	FOR						Jessica Schwahl.
7/18/2008	FOR						07/18/08 - 11:50 - 59405
7/18/2008	FOR						User has updated the system for the
7/18/2008	FOR						following event: Upload Document,
7/18/2008	FOR						completed on 7/18/2008
7/18/2008	FOR						07/18/08 - 11:50 - 59405
7/18/2008	FOR						User has completed the Upload
7/18/2008	FOR						Document data form with the
7/18/2008	FOR						following entries: Select File: :
7/18/2008	FOR						102962_cert of proof_71808.pdf Comm
7/18/2008	FOR						07/18/08 - 11:50 - 59405
7/18/2008	FOR						ent: : Please review, sign, and
7/18/2008	FOR						mail to our office. Thank You.
7/21/2008	FOR						07/21/08 - 10:09 - 64023
7/21/2008	FOR						System updated for the following
7/21/2008	FOR						event: User has ended the Issue
7/21/2008	FOR						associated with this loan. Issue
7/21/2008	FOR						Type: Copy of ACT/Demand Letter. Com
7/21/2008	FOR						07/21/08 - 10:09 - 64023
7/21/2008	FOR						ments: Uploaded on 7/21/08.
7/21/2008	FOR						07/21/08 - 11:06 - 00007
7/21/2008	FOR						Foreclosure (NIE Id# 6928995)
7/21/2008	FOR						picked up by firm ZUCKER GOLDBERG &
7/21/2008	FOR						ACKERMAN at 7/21/2008 10:53:52 AM
7/21/2008	FOR						by Jen Borski
7/21/2008	FOR						07/21/08 - 10:46 - 00007
7/21/2008	FOR						Foreclosure (NIE Id# 6928995) sent
7/21/2008	FOR						to ZUCKER GOLDBERG & ACKERMAN at
7/21/2008	FOR						7/21/2008 10:28:57 AM by Amber
7/21/2008	FOR						Szczepanski
7/21/2008	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
7/22/2008	DMD					T:22222	00/00/00 00:00:00
7/22/2008	DMD					T:22222	00/00/00 00:00:00
7/22/2008	DMD					T:22222	07/22/08 15:23:33 MSG ANS MACH

7/23/2008	FOR					07/22/08 - 18:35 - 49059
7/23/2008	FOR					User has updated the system for the
7/23/2008	FOR					following event: Document
7/23/2008	FOR					Execution, completed on 7/22/2008
7/23/2008	FOR					07/22/08 - 18:35 - 49059
7/23/2008	FOR					User has completed the Document
7/23/2008	FOR					Execution data form with the
7/23/2008	FOR					following entries: Document
7/23/2008	FOR					Execution: : Printed for Execution
7/23/2008	FOR					07/22/08 - 18:35 - 49059
7/23/2008	FOR					Type of document: : cert Comment: :
7/23/2008	FOR					07/22/08 - 18:35 - 49059
7/23/2008	FOR					Process opened 7/22/2008 by user
7/23/2008	FOR					Tyra Wilson.
7/23/2008	FOR					07/23/08 - 12:43 - 51307
7/23/2008	FOR					User has updated the system for the
7/23/2008	FOR					following event: Doc
7/23/2008	FOR					Executed/Notarized and Sent to
7/23/2008	FOR					Attorney, completed on 7/23/2008Auto
7/23/2008	FOR					07/23/08 - 12:43 - 51307
7/23/2008	FOR					Close from DDF
7/23/2008	FOR					07/23/08 - 12:43 - 51307
7/23/2008	FOR					User has completed the Document
7/23/2008	FOR					Type Returned to Attorney data form
7/23/2008	FOR					with the following entries: Type
7/23/2008	FOR					of Document: : cert being sent thurs
7/23/2008	FOR					07/23/08 - 12:43 - 51307
7/23/2008	FOR					day 7/23/08
7/23/2008	NT	HNOW			T:20954	HOPE NOW letter sent.
7/23/2008	NT	HNOW			T:20954	HOPE NOW is partnership between
7/23/2008	NT	HNOW			T:20954	mortgage companies and non-profit
7/23/2008	NT	HNOW			T:20954	housing counselors.
7/23/2008	NT	HNOW			T:20954	GMAC/HFN are members.
7/24/2008	DMD				T:22222	00/00/00 00:00:00
7/24/2008	DMD				T:22222	00/00/00 00:00:00
7/24/2008	DMD				T:22222	07/24/08 15:14:09 NO ANS
7/26/2008	NT	HFMC			T:20855	HOPE Face to Face Meeting Conducted-PA HOPE
7/26/2008	NT	HFMC			T:20855	MFolweiler-Met with cust at Camden HOPE NOW
7/26/2008	NT	HFMC			T:20855	Event. He informed he had a buyer and he breached
7/26/2008	NT	HFMC			T:20855	the contract in Dec. He has the home on the market

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7/26/2008	NT	HFMC				T:20855	and may be looking at a potential offer. He does
7/26/2008	NT	HFMC				T:20855	not want to go deeper into FC. I explained Stop
7/26/2008	NT	HFMC				T:20855	Gap he informed he can afford \$7K PM for 3 months.
7/26/2008	NT	HFMC				T:20855	He will fax me the listing agreement.
7/26/2008	NT	HFIA				T:20855	HOPE Face to Face Meeting Accepted--PA HOPE
7/26/2008	NT	HFIA				T:20855	MFolweiler
7/29/2008	DMD					T:22222	00/00/00 00:00:00
7/29/2008	DMD					T:22222	00/00/00 00:00:00
7/29/2008	DMD					T:22222	07/29/08 15:29:36 NO ANS
7/29/2008	FSV		0	00	1	T:00000	INSP TP F RESULTS RCVD; ORD DT=07/02/08
7/30/2008	PPT						FILE CLOSED (2) COMPLETED 07/30/08
7/31/2008	DMD					T:22222	00/00/00 00:00:00
7/31/2008	DMD					T:22222	00/00/00 00:00:00
7/31/2008	DMD					T:22222	07/31/08 15:19:27 NO ANS
7/31/2008	NT	LMT				T:23096	Fwd the stop/gap request to the loan res rep to
7/31/2008	NT	LMT				T:23096	see if he would like to work it.
7/31/2008	NT	LMT				T:23096	khare 6153
7/31/2008	NT	HPRP				T:20597	HOPE referral to Karen Hare, and Jorie Fazio.
7/31/2008	NT	HPRP				T:20597	jcampagna
7/31/2008	CIT	COL10				T:20855	004 Closing CIT #939--PA HOPE MFolweiler--
7/31/2008	CIT	COL10				T:20855	Referral sent to platform
7/31/2008	CIT	COL10				T:20855	004 NEW CIT #939--PA HOPE MFolweiler-- Please see
7/31/2008	CIT	COL10				T:20855	email referencing this loan # for a Stop Gap
7/31/2008	CIT	COL10				T:20855	Plan with \$3K down today via WUQC. \$7K on
7/31/2008	CIT	COL10				T:20855	August 30th and Sept 30th until house sells.
7/31/2008	NT	HPRP				T:20855	HOPE Referral to Platform--PA HOPE MFolweiler
7/31/2008	FOR						LMT BORR FIN REC ADDED
8/1/2008	DM					T:00000	PROMISE BROKEN 08/01/08 PROMISE DT 08/01/08
8/1/2008	FOR						08/01/08 - 11:22 - 47636
8/1/2008	FOR						System updated for the following
8/1/2008	FOR						event: User has reprojected the
8/1/2008	FOR						step MSJ Results to 8/20/2008.
8/1/2008	FOR						Reason: Court Delay. Comments:
8/1/2008	FOR						
8/1/2008	FOR						
8/1/2008	FOR						. Status: Active, approval not
8/1/2008	FOR						required.
8/1/2008	FOR						08/01/08 - 09:01 - 56071
8/1/2008	FOR						A fees and costs request has been
8/1/2008	FOR						entered for this loan by Tony

8/1/2008	FOR					Navarro, good through 8/30/2008
8/1/2008	FOR					08/01/08 - 09:07 - 24632
8/1/2008	FOR					Fees and costs response: Good
8/1/2008	FOR					Through:8/30/2008 Fees: 1740.00
8/1/2008	FOR					Costs: 1377.00 Comment:
8/1/2008	NT	NOTE			T:22809	Asked customer about resources
8/1/2008	NT	NOTE			T:22809	savings, 401K IRA Family Friends and church group
8/1/2008	NT	NOTE			T:22809	customer stated that CANNOT B/C NO RESOURCES
8/1/2008	NT	NOTE			T:22809	AVAIL TO R/I ACCT, . I have advised of the
8/1/2008	NT	NOTE			T:22809	terms, payment options, no grace period, late
8/1/2008	NT	NOTE			T:22809	fees, credit implications and potential future
8/1/2008	NT	NOTE			T:22809	breach and or fcl process.tnavarro/x6712.
8/1/2008	NT	NOTE			T:22809	Spoke to b1 Financials Taken on
8/1/2008	NT	NOTE			T:22809	8/01/2008, DP Amount \$3k, Installment amount
8/1/2008	NT	NOTE			T:22809	\$7k, Term of Plan 6 months, Surplus = \$125,
8/1/2008	NT	NOTE			T:22809	didn't go over financials, b/c since trying to
8/1/2008	NT	NOTE			T:22809	sale b1 refused to go over the financials, and adv
8/1/2008	NT	NOTE			T:22809	that had faxed who packaged, but don't have access
8/1/2008	NT	NOTE			T:22809	to pull from system, and not intrested in working
8/1/2008	NT	NOTE			T:22809	arrgmnts, to keep home and only need time to sale.
8/1/2008	NT	NOTE			T:22809	Justification for resolution chosen is able to
8/1/2008	NT	NOTE			T:22809	provide listing agreeemnt that qualify for one
8/1/2008	NT	NOTE			T:22809	month plan, to give time for spo in progress to
8/1/2008	NT	NOTE			T:22809	get finalized. Asked customer about resources
8/1/2008	OL		0	15	5	WDOYLM - FORECLOSURE REPAYMENT AGREEMENT
8/1/2008	RES		0	00	0	ON-LINE REPAYMENT SCHEDULE
8/1/2008	RPA	00				REPAY PLAN SET UP
8/1/2008	LMT					REPAY APPRV BY INV (4232) COMPLETED 08/01/08
8/1/2008	LMT					LMT SOLUTN PURSUED (6) COMPLETED 08/01/08
8/1/2008	LMT					COMPLETE FIN PKG REC (3) COMPLETED 08/01/08
8/1/2008	LMT					REPAY PLAN STARTED (4001) COMPLETED 08/01/08
8/1/2008	LMT					REPAY RECOMD TO INV (4231) COMPLETED 08/01/08
8/1/2008	LMT					ASSESS FINANCL PKG (2) COMPLETED 08/01/08
8/1/2008	LMT					REFERRD TO LOSS MIT (1) COMPLETED 08/01/08
8/1/2008	LMT					PURSUE REPAY PLAN (4000) COMPLETED 08/01/08
8/1/2008	LMT					APPROVED FOR LMT 08/01/08
8/4/2008	DM				T:00000	EARLY IND: SCORE 331 MODEL EIFRC
8/4/2008	NT	FSV			T:01952	Loan on pres new repay report. Ran CINS script to
8/4/2008	NT	FSV			T:01952	XL any insp on mtgs.
8/6/2008	NT	LMT			T:16659	Called Delinquent Repay

8/8/2008	CBR		0	00	1	T:00000	FORECLOSURE STARTED
8/8/2008	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
8/11/2008	FOR						08/11/08 - 15:28 - 61266
8/11/2008	FOR						System updated for the following
8/11/2008	FOR						event: User has created a
8/11/2008	FOR						Process-Level issue for this
8/11/2008	FOR						loan.Issue Type: Additional Fee Requ
8/11/2008	FOR						08/11/08 - 15:28 - 61266
8/11/2008	FOR						est-FC. Issue Comments:
8/11/2008	FOR						
8/11/2008	FOR						
8/11/2008	FOR						Status: Acti
8/11/2008	FOR						08/11/08 - 15:28 - 61266
8/11/2008	FOR						ve
8/11/2008	RPE						PLAN GRACE EXTENDED ADJ DUE DATE 08/18/08
8/13/2008	NT	LMT				T:01711	repay plan late, phoned
8/14/2008	FOR						08/14/08 - 12:11 - 39245
8/14/2008	FOR						System updated for the following
8/14/2008	FOR						event: User has ended the Issue
8/14/2008	FOR						associated with this loan. Issue
8/14/2008	FOR						Type: Additional Fee Request-Contest
8/14/2008	FOR						08/14/08 - 12:11 - 39245
8/14/2008	FOR						ed/Litigation. Comments: approve.
8/14/2008	FOR						08/14/08 - 12:11 - 39245
8/14/2008	FOR						Intercom From: Glasco, Adrienne -
8/14/2008	FOR						To: Lynch, Mary; /
8/14/2008	FOR						08/14/08 - 08:18 - 61266
8/14/2008	FOR						Intercom From: Adrienne Glasco,
8/14/2008	FOR						at-zuck - To: Mary Lynch (GMAC) /
8/14/2008	FOR						Message:
8/14/2008	FOR						
8/14/2008	FOR						
8/14/2008	FOR						
8/14/2008	FOR						08/14/08 - 08:17 - 61266
8/14/2008	FOR						System updated for the following
8/14/2008	FOR						event: User has created a
8/14/2008	FOR						Process-Level issue for this
8/14/2008	FOR						loan.Issue Type: Additional Fee Requ
8/14/2008	FOR						08/14/08 - 08:17 - 61266

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8/14/2008	FOR					est-Contested/Litigation. Issue
8/14/2008	FOR					Comments:
8/14/2008	FOR					
8/14/2008	FOR					
8/14/2008	FOR					
8/14/2008	FOR					
8/14/2008	FOR					Status: Active
8/14/2008	FOR					08/13/08 - 16:46 - 39245
8/14/2008	FOR					System updated for the following
8/14/2008	FOR					event: User has ended the Issue
8/14/2008	FOR					associated with this loan. Issue
8/14/2008	FOR					Type: Additional Fee Request-FC. Com
8/14/2008	FOR					08/13/08 - 16:46 - 39245
8/14/2008	FOR					ments:
8/14/2008	FOR					
8/14/2008	FOR					
8/18/2008	FOR					08/18/08 - 13:14 - 65557
8/18/2008	FOR					User has updated the system for the
8/18/2008	FOR					following event:
8/18/2008	FOR					
8/18/2008	FOR					08/18/08 - 11:15 - 64299
8/18/2008	FOR					User has updated the system for the
8/18/2008	FOR					following event:
8/18/2008	FOR					
8/18/2008	FOR					
8/18/2008	FOR					08/18/08 - 11:14 - 64299
8/18/2008	FOR					Process opened 8/18/2008 by user
8/18/2008	FOR					Rocardo Napa.
8/18/2008	CIT	INQ60			T:01220	005 DONE 08/18/08 BY TLR 01220
8/18/2008	CIT	INQ60			T:01220	TSK TYP 246-ADVOCACY RESOLU
8/18/2008	CIT	INQ60			T:01220	005 close cit 246--the SSN was updated
8/18/2008	CIT	INQ60			T:01220	resc:busn:sbib:121:
8/18/2008	LMT					Repay deposit received
8/18/2008	LMT					REC'D EXECUTED DOCS (4100) COMPLETED 08/18/08
8/18/2008	CIT	EOY50			T:01371	006 DONE 08/18/08 BY TLR 01371
8/18/2008	CIT	EOY50			T:01371	TSK TYP 196-EOY-SSN CHANGE
8/18/2008	CIT	EOY50			T:01371	006 open/close cit 196-filing corresp, recd email
8/18/2008	CIT	EOY50			T:01371	adv b1 ssn incorr, updated per credit report
8/18/2008	CIT	EOY50			T:01371	in iss. sheila j 2364154
8/18/2008	CIT	INQ60			T:01220	005 new cit 246--inq regarding update in ssn

8/19/2008	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
8/20/2008	FOR						08/20/08 - 14:06 - 45664
8/20/2008	FOR						System updated for the following
8/20/2008	FOR						event: User has reprojected the
8/20/2008	FOR						step MSJ Results to 8/29/2008.
8/20/2008	FOR						Reason: Other. Comments: MSJ adjourn
8/20/2008	FOR						08/20/08 - 14:06 - 45664
8/20/2008	FOR						ed to 8/29/08 - next f/u 8/29/08
8/20/2008	FOR						. Status: Active, approval not
8/20/2008	FOR						required.
8/22/2008	ARC						AUTO RESET STOP CODE 2 = 1
8/30/2008	FOR						08/29/08 - 10:20 - 19874
8/30/2008	FOR						System updated for the following
8/30/2008	FOR						event: User has reprojected the
8/30/2008	FOR						step MSJ Results to 9/12/2008.
8/30/2008	FOR						Reason: Other. Comments: MSJ has bee
8/30/2008	FOR						08/29/08 - 10:20 - 19874
8/30/2008	FOR						n adjourned to 09/12/08 . Status:
8/30/2008	FOR						Active, approval not required.
9/1/2008	DM					T:00000	PROMISE BROKEN 09/01/08 PROMISE DT 09/01/08
9/2/2008	DM					T:00000	EARLY IND: SCORE 327 MODEL EIFRC
9/3/2008	NT	LMT				T:16659	Called Delinquent Repay.
9/4/2008	NT	AGRMT				T:30193	Rec'd signed agrmt/forwarded to Imaging.
9/5/2008	FOR						09/05/08 - 14:42 - 64023
9/5/2008	FOR						System updated for the following
9/5/2008	FOR						event: User has ended the Issue
9/5/2008	FOR						associated with this loan. Issue
9/5/2008	FOR						Type: Copy of ACT/Demand Letter. Com
9/5/2008	FOR						09/05/08 - 14:42 - 64023
9/5/2008	FOR						ments: uploaded on 9/5/08.
9/5/2008	FOR						09/05/08 - 14:37 - 45668
9/5/2008	FOR						System updated for the following
9/5/2008	FOR						event: User has created a
9/5/2008	FOR						Process-Level issue for this
9/5/2008	FOR						loan.Issue Type: Copy of ACT/Demand
9/5/2008	FOR						09/05/08 - 14:37 - 45668
9/5/2008	FOR						Letter. Issue Comments:
9/5/2008	FOR						
9/5/2008	FOR						
9/5/2008	FOR						: Status: Active

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9/8/2008	FOR					09/08/08 - 09:22 - 45668
9/8/2008	FOR					Intercom From: Szczepanski, Amber -
9/8/2008	FOR					To: Borski, Jennifer; / Subject:
9/8/2008	FOR					Issue Request/
9/10/2008	FOR					09/10/08 - 14:41 - 45668
9/10/2008	FOR					Intercom From: Jennifer Borski -
9/10/2008	FOR					To: Szczepanski,Amber; / Message:
9/10/2008	FOR					
9/10/2008	FOR					
9/10/2008	FOR					
9/10/2008	FOR					
9/10/2008	FOR					
9/10/2008	FOR					
9/10/2008	FOR					
9/10/2008	FOR					
9/10/2008	FOR					
9/10/2008	FOR					
9/10/2008	FOR					
9/10/2008	FOR					
9/10/2008	FOR					
9/10/2008	FOR					
9/10/2008	FOR					
9/10/2008	FOR					
9/10/2008	FOR					
9/10/2008	FOR					
9/10/2008	NT	LMT			T:16659	Repay plan late, phoned.
9/11/2008	FOR					09/11/08 - 11:20 - 61266
9/11/2008	FOR					Adrienne Glasco - (Cont) - Status:
9/11/2008	FOR					Active
9/11/2008	FOR					09/11/08 - 11:20 - 61266
9/11/2008	FOR					System updated for the following
9/11/2008	FOR					event: User has created a
9/11/2008	FOR					Process-Level issue for this
9/11/2008	FOR					loan.Issue Type: Additional Fee Requ
9/11/2008	FOR					09/11/08 - 11:20 - 61266
9/11/2008	FOR					est-Contested/Litigation. Issue
9/11/2008	FOR					Comments:
9/11/2008	FOR					
9/11/2008	FOR					
9/11/2008	FOR					
9/11/2008	FOR					
9/11/2008	FOR					

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9/11/2008	FOR						
9/11/2008	FOR						
9/11/2008	FOR						
9/11/2008	FOR						
9/11/2008	FOR						
9/11/2008	FOR						
9/11/2008	FOR						09/11/08 - 11:01 - 64023
9/11/2008	FOR						Intercom From: Borski, Jennifer -
9/11/2008	FOR						To: Szczepanski, Amber; /
9/12/2008	CBR		0	00	1	T:00000	FORECLOSURE STARTED
9/12/2008	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
9/12/2008	CBR		0	00	1	T:00000	CHANGE IN PRIMARY BORROWERS SSN
9/12/2008	FSV		0	00	1	T:00000	INSP TYPE F ORDERED; REQ CD =AUTO DELQ
9/12/2008	FOR						09/12/08 - 10:42 - 19874
9/12/2008	FOR						System updated for the following
9/12/2008	FOR						event: User has reprojected the
9/12/2008	FOR						step MSJ Results to 9/26/2008.
9/12/2008	FOR						Reason: Court Delay. Comments: Motio
9/12/2008	FOR						09/12/08 - 10:42 - 19874
9/12/2008	FOR						n adjourned to 09/26/08 per the
9/12/2008	FOR						court. Status: Active,
9/12/2008	FOR						approval not required.
9/16/2008	FOR						09/16/08 - 01:26 - 64306
9/16/2008	FOR						User has updated the system for the
9/16/2008	FOR						following event: Advised Counsel to
9/16/2008	FOR						Proceed with foreclosure, completed
9/16/2008	FOR						on 9/16/2008
9/16/2008	FOR						09/16/08 - 01:26 - 64306
9/16/2008	FOR						Process opened 9/16/2008 by user
9/16/2008	FOR						Vincent Penafiel.
9/16/2008	FOR						09/16/08 - 01:25 - 64306
9/16/2008	FOR						Intercom From: Vincent Penafiel,
9/16/2008	FOR						GMAC - To: Rocardo Napa (GMAC) /
9/16/2008	FOR						Subject: Hold Request/Message:
9/16/2008	FOR						System updated for the following eve
9/16/2008	FOR						09/16/08 - 01:25 - 64306
9/16/2008	FOR						nt: User has ended the hold. Hold
9/16/2008	FOR						End Date: 09/16/2008. Hold type:
9/16/2008	FOR						Loss Mitigation Workout
9/16/2008	FOR						09/16/08 - 09:10 - 65557

9/16/2008	FOR					User has updated the system for the
9/16/2008	FOR					following event:
9/16/2008	FOR					REDACTED
9/16/2008	FOR					
9/16/2008	OL		0	86	5	WDOYLM - REPAY PLAN CANCEL
9/16/2008	NT	LMT			T:15752	Brkn repay - no pmt, closed lmit, sent denial ltr,
9/16/2008	NT	LMT			T:15752	resumed FCL in NT & MS
9/16/2008	LMT					FILE CLOSED (7) COMPLETED 09/16/08
9/17/2008	FOR					09/17/08 - 10:06 - 19874
9/17/2008	FOR					Intercom From: Jen Borski - To:
9/17/2008	FOR					Szczepanski,Amber; / Message:
9/17/2008	FOR					
9/17/2008	FOR					
9/17/2008	FOR					
9/17/2008	FOR					
9/17/2008	FOR					
9/17/2008	FOR					
9/17/2008	FOR					
9/17/2008	FOR					
9/18/2008	FOR					09/18/08 - 13:06 - 64023
9/18/2008	FOR					Intercom From: Borski, Jen - To:
9/18/2008	FOR					Szczepanski, Amber; /
9/19/2008	D28		0	DT	8	BILLING STATEMENT FROM REPORT R628
9/22/2008	FOR					09/22/08 - 10:39 - 45668
9/22/2008	FOR					Intercom From: Jennifer Borski -
9/22/2008	FOR					To: Szczepanski,Amber; / Message:
9/22/2008	FOR					
9/22/2008	FOR					
9/22/2008	FOR					
9/22/2008	FOR					
9/22/2008	FOR					
9/22/2008	FOR					
9/22/2008	FOR					
9/22/2008	FOR					09/22/08 - 11:32 - 64023
9/22/2008	FOR					Intercom From: Borski, Jennifer -
9/22/2008	FOR					To: Szczepanski, Amber; /
9/22/2008	FOR					09/22/08 - 12:54 - 64023
9/22/2008	FOR					Amber Szczepanski - (Cont)
9/22/2008	FOR					

9/22/2008	FOR						
9/22/2008	FOR						09/22/08 - 12:54 - 64023
9/22/2008	FOR						Intercom From: Amber Szczepanski - REDACTED
9/22/2008	FOR						To: Staehle, Brenda; / Message:
9/22/2008	FOR						
9/22/2008	FOR						— Forwarded Message — Sent: 9
9/22/2008	FOR						09/22/08 - 12:54 - 64023
9/22/2008	FOR						/17/2008 10:06:00 AM From: Jen
9/22/2008	FOR						Borski To: Amber Szczepanski CC:
9/22/2008	FOR						Message Type: Response Needed
9/22/2008	FOR						Vendor: 102962 Subject:
9/22/2008	FOR						
9/22/2008	FOR						
9/22/2008	FOR						
9/22/2008	FOR						
9/22/2008	FOR						
9/22/2008	FOR						
9/22/2008	FOR						
9/22/2008	FOR						
9/22/2008	FOR						
9/22/2008	FOR						
9/22/2008	FOR						
9/23/2008	DMD					T:22222	00/00/00 00:00:00
9/23/2008	DMD					T:22222	00/00/00 00:00:00
9/23/2008	DMD					T:22222	09/23/08 15:17:35 MSG ANS MACH
9/23/2008	FOR						09/23/08 - 09:33 - 64023
9/23/2008	FOR						Intercom From: Staehle, Brenda -
9/23/2008	FOR						To: Roys, Traci; Szczepanski,
9/23/2008	FOR						Amber; /
9/23/2008	FOR						09/23/08 - 06:57 - 38981
9/23/2008	FOR						Brenda Staehle - (Cont) -
9/23/2008	FOR						
9/23/2008	FOR						09/23/08 - 06:57 - 38981
9/23/2008	FOR						Brenda Staehle - (Cont) - ssage:
9/23/2008	FOR						
9/23/2008	FOR						— Forwarded Message — Sent:
9/23/2008	FOR						9/17/2008 10:06:00 AM From: Jen Bor
9/23/2008	FOR						09/23/08 - 06:57 - 38981
9/23/2008	FOR						ski To: Amber Szczepanski CC:
9/23/2008	FOR						Message Type: Response Needed
9/23/2008	FOR						Vendor: 102962 Subject:
9/23/2008	FOR						Message:

9/23/2008	FOR					
9/23/2008	FOR					
9/23/2008	FOR					
9/23/2008	FOR					
9/23/2008	FOR					
9/23/2008	FOR					
9/23/2008	FOR					
9/23/2008	FOR					
9/23/2008	FOR					
9/23/2008	FOR					09/23/08 - 06:57 - 38981
9/23/2008	FOR					Intercom From: Brenda Staehle - To:
9/23/2008	FOR					Szczepanski,Amber; Roys,Traci; /
9/23/2008	FOR					Message:
9/23/2008	FOR					
9/23/2008	FOR					
9/23/2008	FOR					
9/23/2008	FOR					
9/23/2008	FOR					
9/23/2008	FOR					
9/23/2008	FOR					
9/23/2008	FOR					
9/23/2008	FOR					
9/23/2008	FOR					Forwarded Message --- Sent:
9/23/2008	FOR					9/22/2008 12:54:00 PM From: Amber
9/23/2008	FOR					Szczepanski To: Brenda Staehle CC:
9/23/2008	FOR					09/23/08 - 06:57 - 38981
9/23/2008	FOR					Message Type: Response Needed
9/23/2008	FOR					Vendor: 102962 Subject: Fw:
9/23/2008	FOR					Me
9/23/2008	FOR					09/23/08 - 06:55 - 38981
9/23/2008	FOR					Intercom From: Szczepanski, Amber -
9/23/2008	FOR					To: Staehle, Brenda; /
9/24/2008	DMD				T:22222	00/00/00 00:00:00
9/24/2008	DMD				T:22222	00/00/00 00:00:00
9/24/2008	DMD				T:22222	09/24/08 15:32:29 MSG ANS MACH
9/24/2008	FOR					09/24/08 - 08:07 - 49060
9/24/2008	FOR					Intercom From: Traci Roys - To:
9/24/2008	FOR					Szczepanski,Amber; / Message:
9/24/2008	FOR					
9/24/2008	FOR					
9/24/2008	FOR					

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9/24/2008	FOR						
9/24/2008	FOR						
9/24/2008	FOR						09/24/08 - 08:05 - 49060
9/24/2008	FOR						Intercom From: Staehle, Brenda -
9/24/2008	FOR						To: Roys, Traci; Szczepanski,
9/24/2008	FOR						Amber; /
9/24/2008	FOR						09/24/08 - 11:01 - 65557
9/24/2008	FOR						System updated for the following
9/24/2008	FOR						event: User has reprojected the
9/24/2008	FOR						step Judgment Entered to
9/24/2008	FOR						10/15/2008. Reason: Other. Comments:
9/24/2008	FOR						09/24/08 - 11:01 - 65557
9/24/2008	FOR						
9/24/2008	FOR						
9/24/2008	FOR						
9/24/2008	FOR						
9/24/2008	FOR						09/24/08 - 11:01 - 65557
9/24/2008	FOR						/2008 . Status: Active, approval
9/24/2008	FOR						not required.
9/24/2008	FOR						09/24/08 - 09:28 - 64023
9/24/2008	FOR						Intercom From: Roys, Traci - To:
9/24/2008	FOR						Szczepanski, Amber; /
9/24/2008	FSV		0	0	0	T:21396	INSP TYPE R ORDERED; REQ CD =1150
9/25/2008	FSV		0	0	0	T:21396	INSP TP R RESULTS RCVD; ORD DT=09/24/08
9/25/2008	NT	COL				T:21396	
9/26/2008	FOR						09/25/08 - 15:19 - 61266
9/26/2008	FOR						Intercom From: Lelli, Robert - To:
9/26/2008	FOR						Glasco, Adrienne; / Subject: Issue
9/26/2008	FOR						Request/
9/26/2008	FOR						09/25/08 - 14:25 - 39346
9/26/2008	FOR						System updated for the following
9/26/2008	FOR						event: User has ended the Issue
9/26/2008	FOR						associated with this loan. Issue
9/26/2008	FOR						Type: Additional Fee Request-Contest
9/26/2008	FOR						09/25/08 - 14:25 - 39346
9/26/2008	FOR						ed/Litigation. Comments:
9/26/2008	FOR						
9/26/2008	CIT	BKR20				T:31074	007 New CIT#720- Please fax payoff good thru
9/26/2008	CIT	BKR20				T:31074	10/24/08 o/s f/c \$462.50. Please fax to
9/26/2008	CIT	BKR20				T:31074	908-654-7893.

9/27/2008	NT	HNOW				T:20954	HOPE NOW letter mailed
9/29/2008	FSV		0	00	1	T:00000	INSP TP F RESULTS RCVD; ORD DT=09/12/08
9/29/2008	PAY		0	12	7		AMENDED: ADDL F/C ARE \$602.5 G/T 10
9/29/2008	PAY		0	12	7		INT TO 102408 EXP DT 102408 AMT 1124980.42
9/29/2008	FOR						09/26/08 - 15:05 - 38981
9/29/2008	FOR						Intercom From: Roys, Traci - To:
9/29/2008	FOR						Szczepanski, Amber; /
9/29/2008	FOR						09/26/08 - 14:45 - 45668
9/29/2008	FOR						System updated for the following
9/29/2008	FOR						event: User has reprojected the
9/29/2008	FOR						step MSJ Results to 10/9/2008.
9/29/2008	FOR						Reason: Court Delay. Comments: MSJ a
9/29/2008	FOR						09/26/08 - 14:45 - 45668
9/29/2008	FOR						djournd to 10/09/08 . Status:
9/29/2008	FOR						Active, approval not required.
9/29/2008	CIT	CSH30				T:19338	007 DONE 09/29/08 BY TLR 19338
9/29/2008	CIT	CSH30				T:19338	TSK TYP 720-PO STMT SCRIPT
9/29/2008	NT	PAY				T:19338	addl f/c are \$602.5 g/t 10-24-08 atty f/c \$462.50,
9/29/2008	NT	PAY				T:19338	\$30 for pir and \$110 for bpo.
9/29/2008	PAY		0	70	7		ORIG TO: ADDL F/C ARE \$602.5 G/T 10
9/29/2008	PAY		0	70	7		INT TO 102408 EXP DT 102408 AMT 1124969.17
9/30/2008	DMD					T:22222	00/00/00 00:00:00
9/30/2008	DMD					T:22222	00/00/00 00:00:00
9/30/2008	DMD					T:22222	09/30/08 15:19:26 MSG ANS MACH
10/2/2008	DM					T:00000	EARLY IND: SCORE 331 MODEL EIFRC
10/2/2008	DMD					T:22222	00/00/00 00:00:00
10/2/2008	DMD					T:22222	00/00/00 00:00:00
10/2/2008	DMD					T:22222	10/02/08 15:39:09 NO ANS
10/3/2008	PAY		0	12	7		AMENDED: ADDL F/C ARE \$602.5 G/T 10
10/3/2008	PAY		0	12	7		INT TO 102408 EXP DT 102408 AMT 1125063.42
10/7/2008	DMD					T:22222	00/00/00 00:00:00
10/7/2008	DMD					T:22222	00/00/00 00:00:00
10/7/2008	DMD					T:22222	10/07/08 15:10:06 4
10/8/2008	DMD					T:22222	00/00/00 00:00:00
10/8/2008	DMD					T:22222	00/00/00 00:00:00
10/8/2008	DMD					T:22222	10/08/08 15:04:55 4
10/9/2008	DMD					T:22222	00/00/00 00:00:00
10/9/2008	DMD					T:22222	00/00/00 00:00:00
10/9/2008	DMD					T:22222	10/09/08 13:53:18 MSG ANS MACH
10/9/2008	FSV		0	00	1	T:00000	INSP TYPE F ORDERED; REQ CD =SCRIPT

10/9/2008	NT	FSV				T:25101	Loan on RESI 2501 report 10 08 08. Ran script to
10/9/2008	NT	FSV				T:25101	order inspection if needed.
10/10/2008	CBR		0	00	1	T:00000	FORECLOSURE STARTED
10/10/2008	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
10/10/2008	FOR						10/10/08 - 09:06 - 45668
10/10/2008	FOR						System updated for the following
10/10/2008	FOR						event: User has reprojected the
10/10/2008	FOR						step MSJ Results to 10/24/2008.
10/10/2008	FOR						Reason: Court Delay. Comments: Adjou
10/10/2008	FOR						10/10/08 - 09:06 - 45668
10/10/2008	FOR						rned to 10/24/08 . Status:
10/10/2008	FOR						Active, approval not required.
10/13/2008	LMT						LMT BPO/APPRaisal REC ADDED
10/14/2008	DMD					T:22222	00/00/00 00:00:00
10/14/2008	DMD					T:22222	00/00/00 00:00:00
10/14/2008	DMD					T:22222	10/14/08 15:05:40 4
10/15/2008	FOR						10/15/08 - 13:48 - 45668
10/15/2008	FOR						System updated for the following
10/15/2008	FOR						event: User has reprojected the
10/15/2008	FOR						step Judgment Entered to 11/5/2008.
10/15/2008	FOR						Reason: Other. Comments:
10/15/2008	FOR						
10/15/2008	FOR						
10/15/2008	FOR						
10/15/2008	FOR						. Stat
10/15/2008	FOR						10/15/08 - 13:48 - 45668
10/15/2008	FOR						us: Active, approval not required.
10/16/2008	DMD					T:22222	00/00/00 00:00:00
10/16/2008	DMD					T:22222	00/00/00 00:00:00
10/16/2008	DMD					T:22222	10/16/08 15:04:48 4
10/17/2008	DMD					T:22222	00/00/00 00:00:00
10/17/2008	DMD					T:22222	00/00/00 00:00:00
10/17/2008	DMD					T:22222	10/17/08 15:05:56 4
10/21/2008	D28		0	DT	8		FORCED BILLING STATEMENT FROM REPORT R628
10/22/2008	FSV		0	00	1	T:00000	INSP TP F RESULTS RCVD; ORD DT=10/09/08
10/22/2008	PAY		0	12	7		AMENDED: ADDL F/C ARE \$602.5 G/T 10
10/22/2008	PAY		0	12	7		INT TO 102408 EXP DT 102408 AMT 1125074.67
10/22/2008	CIT	BKR20				T:23723	008 cit 720. Please provide payoff good through
10/22/2008	CIT	BKR20				T:23723	11/28/08. Our fees & costs are \$1087.50.

10/22/2008	CIT	BKR20				T:23723	Kindly fax payoff to 908-654-7893
10/23/2008	DMD					T:22222	00/00/00 00:00:00
10/23/2008	DMD					T:22222	00/00/00 00:00:00
10/23/2008	DMD					T:22222	10/23/08 15:04:40 4
10/23/2008	NT	PAY				T:19332	FCL F/C=\$1212.50 g/t 11/28/08 attorney
10/23/2008	NT	PAY				T:19332	fees/costs=\$1087.50, bpo=\$110.00, pir=\$15.00
10/23/2008	PAY		0	70	7		ORIG TO: ADDTNL F/C ARE \$1212.5 G/T
10/23/2008	PAY		0	70	7		INT TO 112808 EXP DT 112808 AMT 1131955.87
10/23/2008	CIT	CSH30				T:19332	008 DONE 10/23/08 BY TLR 19332
10/23/2008	CIT	CSH30				T:19332	TSK TYP 720-PO STMT SCRIPT
10/23/2008	PPT						FILE CLOSED (2) COMPLETED 10/23/08
10/28/2008	DMD					T:22222	00/00/00 00:00:00
10/28/2008	DMD					T:22222	00/00/00 00:00:00
10/28/2008	DMD					T:22222	10/28/08 15:06:55 NO ANS
10/29/2008	DMD					T:22222	00/00/00 00:00:00
10/29/2008	DMD					T:22222	00/00/00 00:00:00
10/29/2008	DMD					T:22222	10/29/08 15:06:25 4
10/30/2008	NT	HNOW				T:25101	HOPE NOW letter sent. HOPE NOW is a partnership
10/30/2008	NT	HNOW				T:25101	between mortgage companies and non-profit housing
10/30/2008	NT	HNOW				T:25101	counselors. Our mission is simple: we reach out
10/30/2008	NT	HNOW				T:25101	to and attempt to assist homeowners who may be
10/30/2008	NT	HNOW				T:25101	having difficulty paying their mortgages. GMAC and
10/30/2008	NT	HNOW				T:25101	HFN are members of this alliance.
11/4/2008	DM					T:00000	EARLY IND: SCORE 310 MODEL EIFRC
11/4/2008	DMD					T:22222	00/00/00 00:00:00
11/4/2008	DMD					T:22222	00/00/00 00:00:00
11/4/2008	DMD					T:22222	11/04/08 15:10:37 MSG ANS MACH
11/4/2008	FOR						10/31/08 - 05:49 - 45664
11/4/2008	FOR						System updated for the following
11/4/2008	FOR						event: User has reprojected the
11/4/2008	FOR						step MSJ Results to 11/7/2008.
11/4/2008	FOR						Reason: Other. Comments: motion for
11/4/2008	FOR						10/31/08 - 05:49 - 45664
11/4/2008	FOR						summary judgment adjourned to
11/4/2008	FOR						11/7/08 . Status: Active,
11/4/2008	FOR						approval not required.
11/5/2008	DMD					T:22222	00/00/00 00:00:00
11/5/2008	DMD					T:22222	00/00/00 00:00:00
11/5/2008	DMD					T:22222	11/05/08 11:19:31 MSG ANS MACH
11/6/2008	DMD					T:22222	00/00/00 00:00:00

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11/6/2008	DMD					T:22222	11/06/08 16:07:00 MSG ANS MACH
11/6/2008	DMD					T:22222	11/06/08 15:02:05 MSG ANS MACH
11/6/2008	FOR						11/05/08 - 12:01 - 65557
11/6/2008	FOR						System updated for the following
11/6/2008	FOR						event: User has reprojected the
11/6/2008	FOR						step Judgment Entered to
11/6/2008	FOR						11/26/2008. Reason: Other. Comments:
11/6/2008	FOR						
11/6/2008	FOR						
11/6/2008	FOR						
11/6/2008	FOR						
11/6/2008	FOR						11/05/08 - 12:01 - 65557
11/6/2008	FOR						. Status: Active, approval not
11/6/2008	FOR						required.
11/6/2008	FOR						11/05/08 - 12:00 - 65557
11/6/2008	FOR						System updated for the following
11/6/2008	FOR						event: User has reprojected the
11/6/2008	FOR						step Judgment Entered to
11/6/2008	FOR						11/26/2008. Reason: Other. Comments:
11/6/2008	FOR						
11/6/2008	FOR						
11/6/2008	FOR						
11/6/2008	FOR						
11/6/2008	FOR						
11/6/2008	FOR						11/05/08 - 12:00 - 65557
11/6/2008	FOR						. Status: Active, approval not
11/6/2008	FOR						required.
11/10/2008	FSV		0	00	1	T:00000	INSP TYPE F ORDERED; REQ CD =AUTO DELQ
11/11/2008	DMD					T:22222	00/00/00 00:00:00
11/11/2008	DMD					T:22222	11/11/08 15:24:08 MSG ANS MACH
11/11/2008	DMD					T:22222	11/11/08 10:25:47 MSG ANS MACH
11/11/2008	FOR						11/10/08 - 14:42 - 45668
11/11/2008	FOR						System updated for the following
11/11/2008	FOR						event: User has reprojected the
11/11/2008	FOR						step MSJ Results to 11/14/2008.
11/11/2008	FOR						Reason: Other. Comments: awt results
11/11/2008	FOR						11/10/08 - 14:42 - 45668
11/11/2008	FOR						from court . Status: Active,
11/11/2008	FOR						approval not required.

11/13/2008	DMD					T:22222	00/00/00 00:00:00
11/13/2008	DMD					T:22222	00/00/00 00:00:00
11/13/2008	DMD					T:22222	11/13/08 14:35:25 MSG ANS MACH
11/14/2008	CBR		0	00	1	T:00000	FORECLOSURE STARTED
11/14/2008	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
11/19/2008	FOR						11/19/08 - 12:59 - 58548
11/19/2008	FOR						A fees and costs request has been
11/19/2008	FOR						completed for this loan by Landon
11/19/2008	FOR						Huck
11/19/2008	FOR						11/18/08 - 14:08 - 24632
11/19/2008	FOR						Intercom From: Cristina Iuliano,
11/19/2008	FOR						at-zuck - To: Landon Huck (GMAC) /
11/19/2008	FOR						Message: Fees and costs have been
11/19/2008	FOR						submitted for all of the requested p
11/19/2008	FOR						11/18/08 - 14:08 - 24632
11/19/2008	FOR						rocesses.
11/19/2008	FOR						11/18/08 - 14:08 - 24632
11/19/2008	FOR						Fees and costs response: Good
11/19/2008	FOR						Through:1/31/2009 Fees: 500.00
11/19/2008	FOR						Costs: 138.00 Comment: *****THIS
11/19/2008	FOR						QUOTE IS ONLY GOOD THROUGH 12/18/08*
11/19/2008	FOR						11/18/08 - 14:08 - 24632
11/19/2008	FOR						****
11/19/2008	FOR						11/18/08 - 13:36 - 58548
11/19/2008	FOR						A fees and costs request has been
11/19/2008	FOR						entered for this loan by Landon
11/19/2008	FOR						Huck, good through 1/31/2009
11/19/2008	FOR						11/19/08 - 08:57 - 45668
11/19/2008	FOR						System updated for the following
11/19/2008	FOR						event: User has reprojected the
11/19/2008	FOR						step MSJ Results to 11/21/2008.
11/19/2008	FOR						Reason: Court Delay. Comments: Awt r
11/19/2008	FOR						11/19/08 - 08:57 - 45668
11/19/2008	FOR						esults of same . Status: Active,
11/19/2008	FOR						approval not required.
11/19/2008	FOR						11/18/08 - 14:03 - 24632
11/19/2008	FOR						A fees and costs Response Comment
11/19/2008	FOR						has been completed for this loan by
11/19/2008	FOR						Cristina Iuliano
11/19/2008	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628

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11/20/2008	DMD					T:22222	00/00/00 00:00:00
11/20/2008	DMD					T:22222	00/00/00 00:00:00
11/20/2008	DMD					T:22222	11/20/08 11:02:12 MSG ANS MAC-I
11/21/2008	FOR						11/20/08 - 18:03 - 58548
11/21/2008	FOR						Intercom From: Iuliano, Cristina -
11/21/2008	FOR						To: Huck, Landon; /
11/25/2008	FSV		0	00	1	T:00000	INSP TP F RESULTS RCVD; ORD DT=11/10/08
11/25/2008	PAY		0	12	7		AMENDED: ADDTNL F/C ARE \$1212.5 G/T
11/25/2008	PAY		0	12	7		INT TO 112808 EXP DT 112808 AMT 1131967.12
11/26/2008	FOR						11/26/08 - 09:33 - 56084
11/26/2008	FOR						System updated for the following
11/26/2008	FOR						event: User has reprojected the
11/26/2008	FOR						step Judgment Entered to
11/26/2008	FOR						12/17/2008. Reason: Other. Comments:
11/26/2008	FOR						
11/26/2008	FOR						
11/26/2008	FOR						
11/26/2008	FOR						
11/26/2008	FOR						
11/26/2008	FOR						11/26/08 - 09:33 - 56084
11/26/2008	FOR						. Status: Active, approval not
11/26/2008	FOR						required.
11/26/2008	NT	HNOW				T:25101	HOPE NOW letter sent. HOPE NOW is a partnership
11/26/2008	NT	HNOW				T:25101	between mortgage companies and non-profit housing
11/26/2008	NT	HNOW				T:25101	counselors. Our mission is simple: we reach out
11/26/2008	NT	HNOW				T:25101	to and attempt to assist homeowners who may be
11/26/2008	NT	HNOW				T:25101	having difficulty paying their mortgages. GMAC and
11/26/2008	NT	HNOW				T:25101	HFN are members.
11/27/2008	FOR						11/26/08 - 14:59 - 45668
11/27/2008	FOR						System updated for the following
11/27/2008	FOR						event: User has reprojected the
11/27/2008	FOR						step MSJ Results to 12/5/2008.
11/27/2008	FOR						Reason: Other. Comments: Awt results
11/27/2008	FOR						11/26/08 - 14:59 - 45668
11/27/2008	FOR						of same . Status: Active,
11/27/2008	FOR						approval not required.
12/2/2008	DM					T:00000	EARLY IND: SCORE 310 MODEL EIFRC
12/2/2008	DMD					T:22222	00/00/00 00:00:00
12/2/2008	DMD					T:22222	00/00/00 00:00:00
12/2/2008	DMD					T:22222	12/02/08 10:28:29 MSG ANS MACH

12/4/2008	DMD					T:22222	00/00/00 00:00:00
12/4/2008	DMD					T:22222	00/00/00 00:00:00
12/4/2008	DMD					T:22222	12/04/08 17:35:11 MSG ANS MACH
12/5/2008	FOR						12/05/08 - 06:13 - 45664
12/5/2008	FOR						e has been adjourned - following up
12/5/2008	FOR						with court for new date - next f/u
12/5/2008	FOR						12/15/08 . Status: Active,
12/5/2008	FOR						approval not required.
12/5/2008	FOR						12/05/08 - 06:13 - 45664
12/5/2008	FOR						System updated for the following
12/5/2008	FOR						event: User has reprojected the
12/5/2008	FOR						step MSJ Results to 12/15/2008.
12/5/2008	FOR						Reason: Other. Comments: hearing dat
12/8/2008	DMD					T:22222	00/00/00 00:00:00
12/8/2008	DMD					T:22222	00/00/00 00:00:00
12/8/2008	DMD					T:22222	12/08/08 10:22:54 MSG ANS MACH
12/10/2008	FSV		0	00	1	T:00000	INSP TYPE F ORDERED; REQ CD =AUTO DELQ
12/12/2008	DMD					T:22222	00/00/00 00:00:00
12/12/2008	DMD					T:22222	00/00/00 00:00:00
12/12/2008	DMD					T:22222	12/12/08 11:15:37 MSG ANS MACH
12/12/2008	CBR		0	00	1	T:00000	FORECLOSURE STARTED
12/12/2008	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
12/15/2008	DMD					T:22222	00/00/00 00:00:00
12/15/2008	DMD					T:22222	00/00/00 00:00:00
12/15/2008	DMD					T:22222	12/15/08 10:41:03 MSG ANS MACH
12/16/2008	DMD					T:22222	00/00/00 00:00:00
12/16/2008	DMD					T:22222	00/00/00 00:00:00
12/16/2008	DMD					T:22222	12/16/08 11:45:04 MSG ANS MACH
12/16/2008	FOR						12/16/08 - 14:51 - 68661
12/16/2008	FOR						A fees and costs request has been
12/16/2008	FOR						entered for this loan by Merry
12/16/2008	FOR						Stahl, good through 1/16/2009
12/16/2008	FOR						12/16/08 - 17:08 - 24632
12/16/2008	FOR						rocesses.
12/16/2008	FOR						12/16/08 - 17:08 - 24632
12/16/2008	FOR						Intercom From: Cristina Iuliano,
12/16/2008	FOR						at-zuck - To: Merry Stahl (GMAC) /
12/16/2008	FOR						Message: Fees and costs have been
12/16/2008	FOR						submitted for all of the requested p
12/16/2008	FOR						12/16/08 - 17:08 - 24632

12/16/2008	FOR					Fees and costs response: Good
12/16/2008	FOR					Through: 1/16/2009 Fees: 0 Costs:
12/16/2008	FOR					273.00 Comment:
12/17/2008	FOR					12/17/08 - 09:31 - 65557
12/17/2008	FOR					ctive, approval not required.
12/17/2008	FOR					12/17/08 - 09:31 - 65557
12/17/2008	FOR					
12/17/2008	FOR					
12/17/2008	FOR					
12/17/2008	FOR					12/17/08 - 09:31 - 65557
12/17/2008	FOR					System updated for the following
12/17/2008	FOR					event: User has reprojected the
12/17/2008	FOR					step Judgment Entered to 1/14/2009.
12/17/2008	FOR					Reason: Other. Comments: Please be a
12/18/2008	FOR					12/15/08 - 06:05 - 45664
12/18/2008	FOR					d.
12/18/2008	FOR					12/15/08 - 06:05 - 45664
12/18/2008	FOR					fo from borrower as to potential
12/18/2008	FOR					offer - preparing same for client
12/18/2008	FOR					review - next f/u 12/23/08
12/18/2008	FOR					Status: Active, approval not require
12/18/2008	FOR					12/15/08 - 06:05 - 45664
12/18/2008	FOR					System updated for the following
12/18/2008	FOR					event: User has reprojected the
12/18/2008	FOR					step MSJ Results to 12/23/2008.
12/18/2008	FOR					Reason: Other. Comments: received in
12/19/2008	D28		0	DT	8	BILLING STATEMENT FROM REPORT R628
12/22/2008	DMD				T:22222	00/00/00 00:00:00
12/22/2008	DMD				T:22222	00/00/00 00:00:00
12/22/2008	DMD				T:22222	11/26/08 15:29:06 MSG ANS MACH
12/22/2008	DMD				T:22222	00/00/00 00:00:00
12/22/2008	DMD				T:22222	00/00/00 00:00:00
12/22/2008	DMD				T:22222	11/29/08 08:15:07 NO ANS
12/23/2008	FSV		0	00	1	T:00000 INSP TP F RESULTS RCVD; ORD DT=12/10/08
12/23/2008	FOR					12/23/08 - 06:15 - 45664
12/23/2008	FOR					
12/23/2008	FOR					Active, approval not required.
12/23/2008	FOR					12/23/08 - 06:15 - 45664

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12/23/2008	FOR						System updated for the following
12/23/2008	FOR						event: User has reprojected the
12/23/2008	FOR						step MSJ Results to 1/5/2009.
12/23/2008	FOR						Reason: Other. Comments: awaiting re
12/23/2008	FOR						12/22/08 - 12:58 - 59200
12/23/2008	FOR						A fees and costs request has been
12/23/2008	FOR						completed for this loan by Caroline
12/23/2008	FOR						Demers
12/24/2008	DMD					T:22222	00/00/00 00:00:00
12/24/2008	DMD					T:22222	00/00/00 00:00:00
12/24/2008	DMD					T:22222	12/24/08 13:22:33 MSG ANS MACH
12/24/2008	NT	HNOW				T:25101	HOPE NOW Letter sent. HOPE NOW is a partnership
12/24/2008	NT	HNOW				T:25101	between mortgage companies and non-profit housing
12/24/2008	NT	HNOW				T:25101	counselors. Our mission is simple: we reach out
12/24/2008	NT	HNOW				T:25101	to and attempt to assist homeowners who may be
12/24/2008	NT	HNOW				T:25101	having difficulty paying their mortgages. GMAC/HFN
12/24/2008	NT	HNOW				T:25101	are members of this alliance.
12/29/2008	DMD					T:22222	00/00/00 00:00:00
12/29/2008	DMD					T:22222	00/00/00 00:00:00
12/29/2008	DMD					T:22222	12/29/08 14:28:50 MSG ANS MACH
1/2/2009	DM					T:00000	EARLY IND: SCORE 310 MODEL EIFRC
1/6/2009	FOR						01/06/09 - 06:31 - 45664
1/6/2009	FOR						p with attorney for status of MSJ -
1/6/2009	FOR						next f/u 1/9/09 . Status: Active,
1/6/2009	FOR						approval not required.
1/6/2009	FOR						01/06/09 - 06:31 - 45664
1/6/2009	FOR						System updated for the following
1/6/2009	FOR						event: User has reprojected the
1/6/2009	FOR						step MSJ Results to 1/9/2009.
1/6/2009	FOR						Reason: Other. Comments: following u
1/9/2009	FSV		0	00	1	T:00000	INSP TYPE F ORDERED; REQ CD =AUTO DELQ
1/9/2009	FOR						01/09/09 - 06:09 - 45664
1/9/2009	FOR						not required.
1/9/2009	FOR						01/09/09 - 06:09 - 45664
1/9/2009	FOR						
1/9/2009	FOR						
1/9/2009	FOR						. Status: Active, approval
1/9/2009	FOR						01/09/09 - 06:09 - 45664
1/9/2009	FOR						System updated for the following

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1/9/2009	FOR						event: User has reprojected the
1/9/2009	FOR						step MSJ Results to 1/16/2009.
1/9/2009	FOR						Reason: Other. Comments: awaiting re
1/14/2009	DMD					T:22222	00/00/00 00:00:00
1/14/2009	DMD					T:22222	00/00/00 00:00:00
1/14/2009	DMD					T:22222	01/14/09 11:11:54 MSG ANS MACH
1/14/2009	FOR						01/14/09 - 15:03 - 65557
1/14/2009	FOR						
1/14/2009	FOR						
1/14/2009	FOR						
1/14/2009	FOR						01/14/09 - 15:03 - 65557
1/14/2009	FOR						System updated for the following
1/14/2009	FOR						event: User has reprojected the
1/14/2009	FOR						step Judgment Entered to 2/4/2009.
1/14/2009	FOR						Reason: Other. Comments: Please be a
1/14/2009	FOR						01/14/09 - 15:03 - 65557
1/14/2009	FOR						s: Active, approval not required.
1/16/2009	CBR		0	00	1	T:00000	FORECLOSURE STARTED
1/16/2009	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
1/19/2009	FOR						01/16/09 - 07:11 - 45664
1/19/2009	FOR						
1/19/2009	FOR						
1/19/2009	FOR						
1/19/2009	FOR						approval not req
1/19/2009	FOR						01/16/09 - 07:11 - 45664
1/19/2009	FOR						System updated for the following
1/19/2009	FOR						event: User has reprojected the
1/19/2009	FOR						step MSJ Results to 1/23/2009.
1/19/2009	FOR						Reason: Other. Comments: awaiting re
1/19/2009	FOR						01/16/09 - 07:11 - 45664
1/19/2009	FOR						uired.
1/20/2009	FOR						01/20/09 - 13:37 - 24632
1/20/2009	FOR						Fees and costs response: Good
1/20/2009	FOR						Through:2/28/2009 Fees: 0 Costs:
1/20/2009	FOR						193.00 Comment:
1/20/2009	FOR						01/20/09 - 13:37 - 24632
1/20/2009	FOR						rocesses.
1/20/2009	FOR						01/20/09 - 13:37 - 24632
1/20/2009	FOR						Intercom From: Cristina Iuliano,

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1/20/2009	FOR					at-zuck - To: Landon Huck (GMAC) /
1/20/2009	FOR					Message: Fees and costs have been
1/20/2009	FOR					submitted for all of the requested p
1/20/2009	FOR					01/20/09 - 12:20 - 58548
1/20/2009	FOR					A fees and costs request has been
1/20/2009	FOR					entered for this loan by Landon
1/20/2009	FOR					Huck, good through 2/28/2009
1/20/2009	D28		0	DT	8	FORCED BILLING STATEMENT FROM REPORT R628
1/21/2009	FOR					01/21/09 - 13:00 - 58548
1/21/2009	FOR					A fees and costs request has been
1/21/2009	FOR					completed for this loan by Landon
1/21/2009	FOR					Huck
1/21/2009	FOR					01/21/09 - 13:01 - 58548
1/21/2009	FOR					A fees and costs request has been
1/21/2009	FOR					completed for this loan by Landon
1/21/2009	FOR					Huck
1/21/2009	FOR					01/21/09 - 16:20 - 58548
1/21/2009	FOR					Intercom From: Iuliano, Cristina -
1/21/2009	FOR					To: Huck, Landon; /
1/22/2009	CIT	BKR20				T:31074 009 New CIT#720- Please fax payoff good thru
1/22/2009	CIT	BKR20				T:31074 2/20/09 o/s f/c \$193.00. Please fax payoff to
1/22/2009	CIT	BKR20				T:31074 908-654-7893.
1/23/2009	FSV		0	00	1	T:00000 INSP TP F RESULTS RCVD; ORD DT=01/09/09
1/23/2009	PAY		0	12	7	AMENDED: ADDTNL F/C ARE \$333 G/T 02
1/23/2009	PAY		0	12	7	INT TO 022009 EXP DT 022009 AMT 1155507.74
1/23/2009	PAY		0	70	7	ORIG TO: ADDTNL F/C ARE \$333 G/T 02
1/23/2009	PAY		0	70	7	INT TO 022009 EXP DT 022009 AMT 1155496.49
1/23/2009	NT	PAY				T:19332 FCL F/C=\$333.00 g/t 02/20/09 attorney
1/23/2009	NT	PAY				T:19332 fees/costs=\$193.00, bpo=\$110.00, pir=\$30.00
1/23/2009	CIT	CSH30				T:19332 009 DONE 01/23/09 BY TLR 19332
1/23/2009	CIT	CSH30				T:19332 TSK TYP 720-PO STMT SCRIPT
1/26/2009	FOR					01/26/09 - 05:47 - 45664
1/26/2009	FOR					ourned - awaiting new date next f/u
1/26/2009	FOR					1/30/09 . Status: Active,
1/26/2009	FOR					approval not required.
1/26/2009	FOR					01/26/09 - 05:47 - 45664
1/26/2009	FOR					System updated for the following
1/26/2009	FOR					event: User has reprojected the
1/26/2009	FOR					step MSJ Results to 1/30/2009.
1/26/2009	FOR					Reason: Other. Comments: hearing adj

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1/29/2009	DMD					T:22222	00/00/00 00:00:00
1/29/2009	DMD					T:22222	00/00/00 00:00:00
1/29/2009	DMD					T:22222	01/29/09 17:38:20 MSG ANS MACH
1/30/2009	LMT						APPROVED FOR LMT 01/30/09
1/30/2009	NT	HNOW				T:25101	HOPE NOW is a partnership between mortgage
1/30/2009	NT	HNOW				T:25101	companies and non-profit housing counselors. Our
1/30/2009	NT	HNOW				T:25101	mission is simple: we reach out to and attempt to
1/30/2009	NT	HNOW				T:25101	assist homeowners who may be having difficulty
1/30/2009	NT	HNOW				T:25101	paying their mortgages. GMAC and HFN are members.
1/31/2009	FOR						01/30/09 - 05:52 - 45664
1/31/2009	FOR						ed to 2/6/09 . Status: Active,
1/31/2009	FOR						approval not required.
1/31/2009	FOR						01/30/09 - 05:52 - 45664
1/31/2009	FOR						System updated for the following
1/31/2009	FOR						event: User has reprojected the
1/31/2009	FOR						step MSJ Results to 2/6/2009.
1/31/2009	FOR						Reason: Other. Comments: MSJ adjourn
2/3/2009	DM					T:00000	EARLY IND: SCORE 284 MODEL EIFRC
2/4/2009	FOR						02/04/09 - 14:26 - 65557
2/4/2009	FOR						Active, approval not required.
2/4/2009	FOR						02/04/09 - 14:26 - 65557
2/4/2009	FOR						
2/4/2009	FOR						
2/4/2009	FOR						Status:
2/4/2009	FOR						02/04/09 - 14:26 - 65557
2/4/2009	FOR						System updated for the following
2/4/2009	FOR						event: User has reprojected the
2/4/2009	FOR						step Judgment Entered to 2/25/2009.
2/4/2009	FOR						Reason: Other. Comments: Please be a
2/9/2009	FSV		0	00	1	T:00000	INSP TYPE F ORDERED; REQ CD =AUTO DELQ
2/10/2009	FOR						02/10/09 - 06:26 - 45664
2/10/2009	FOR						System updated for the following
2/10/2009	FOR						event: User has reprojected the
2/10/2009	FOR						step MSJ Results to 2/17/2009.
2/10/2009	FOR						Reason: Other. Comments: awl results
2/10/2009	FOR						02/10/09 - 06:26 - 45664
2/10/2009	FOR						of MSJ - next f/u 2/17/09 .
2/10/2009	FOR						Status: Active, approval not
2/10/2009	FOR						required.

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2/13/2009	CBR		0	00	1	T:00000	FORECLOSURE STARTED
2/13/2009	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
2/17/2009	FOR						02/17/09 - 06:07 - 45664
2/17/2009	FOR						Process opened 2/17/2009 by user
2/17/2009	FOR						Jessica Churchwell.
2/17/2009	FOR						02/17/09 - 06:07 - 45664
2/17/2009	FOR						
2/17/2009	FOR						
2/17/2009	FOR						02/17/09 - 06:08 - 45664
2/17/2009	FOR						User has updated the system for the
2/17/2009	FOR						following event: MSJ Results,
2/17/2009	FOR						completed on 2/16/2009
2/19/2009	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
2/23/2009	NT	CUS				T:25101	Address updated via change request received from
2/23/2009	NT	CUS				T:25101	the Post Office.
2/24/2009	FSV		0	00	1	T:00000	INSP TP F RESULTS RCVD: ORD DT=02/09/09
2/24/2009	FOR						02/24/09 - 10:28 - 65557
2/24/2009	FOR						System updated for the following
2/24/2009	FOR						event: User has reprojected the
2/24/2009	FOR						step Copy of Court Ruling Uploaded
2/24/2009	FOR						to NewImage to 2/25/2009. Reason: Ot
2/24/2009	FOR						02/24/09 - 10:28 - 65557
2/24/2009	FOR						her. Comments: same is being
2/24/2009	FOR						reviewed . Status: Active,
2/24/2009	FOR						approval not required.
2/24/2009	NT	OCC				T:28723	Updated occupancy due to address change
2/25/2009	FOR						02/25/09 - 05:38 - 45664
2/25/2009	FOR						User has updated the system for the
2/25/2009	FOR						following event: Copy of Court
2/25/2009	FOR						Ruling Uploaded to NewImage,
2/25/2009	FOR						completed on 2/25/2009
2/25/2009	FOR						02/25/09 - 11:14 - 65557
2/25/2009	FOR						System updated for the following
2/25/2009	FOR						event: User has reprojected the
2/25/2009	FOR						step Judgment Entered to 3/18/2009.
2/25/2009	FOR						Reason: Other. Comments:
2/25/2009	FOR						
2/25/2009	FOR						
2/25/2009	FOR						

2/25/2009	FOR						
2/25/2009	FOR						Status:
2/25/2009	FOR					02/25/09 - 11:14 - 65557	
2/25/2009	FOR					Active, approval not required.	
2/28/2009	FOR					02/27/09 - 05:56 - 45664	
2/28/2009	FOR					System updated for the following	
2/28/2009	FOR					event: User has reprojected the	
2/28/2009	FOR					step Options for Resolution	
2/28/2009	FOR					Outlined to 3/6/2009. Reason: Other.	
2/28/2009	FOR					02/27/09 - 05:56 - 45664	
2/28/2009	FOR					Comments: follow up to atty for	
2/28/2009	FOR					options - next f/u 3/6/09	
2/28/2009	FOR					Status: Active, approval not	
2/28/2009	FOR					required.	
3/10/2009	FOR					03/10/09 - 12:08 - 09963	
3/10/2009	FOR					not required.	
3/10/2009	FOR					03/10/09 - 12:08 - 09963	
3/10/2009	FOR					Comments:	
3/10/2009	FOR						
3/10/2009	FOR					Status: Active, approval	
3/10/2009	FOR					03/10/09 - 12:08 - 09963	
3/10/2009	FOR					System updated for the following	
3/10/2009	FOR					event: User has reprojected the	
3/10/2009	FOR					step Options for Resolution	
3/10/2009	FOR					Outlined to 3/16/2009. Reason:	
3/11/2009	FSV	0	0	0	T:21396	INSP TYPE R ORDERED; REQ CD =1150	
3/13/2009	CBR	0	00	1	T:00000	FORECLOSURE STARTED	
3/13/2009	CBR	0	00	1	T:00000	DELINQUENT: 180+ DAYS	
3/13/2009	CBR	0	00	1	T:00000	CHANGE IN PRIMARY BORROWERS ADDR	
3/13/2009	FSV	0	0	0	T:21396	INSP TP R RESULTS RCVD; ORD DT=03/11/09	
3/16/2009	FOR						
3/16/2009	FOR						
3/16/2009	FOR						
3/16/2009	FOR						
3/16/2009	FOR						
3/16/2009	FOR						
3/16/2009	FOR						
3/16/2009	FOR						
3/16/2009	FOR						
3/16/2009	FOR						

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3/16/2009	FOR					
3/16/2009	FOR					
3/16/2009	FOR					
3/16/2009	FOR					
3/16/2009	FOR					
3/16/2009	FOR					03/16/09 - 09:53 - 09963
3/16/2009	FOR					User has completed the
3/16/2009	FOR					AnswerOptions data form with the
3/16/2009	FOR					following entries: :
3/16/2009	FOR					
3/16/2009	FOR					03/16/09 - 09:53 - 09963
3/16/2009	FOR					User has updated the system for the
3/16/2009	FOR					following event: Options for
3/16/2009	FOR					Resolution Outlined, completed on
3/16/2009	FOR					3/16/2009
3/16/2009	CIT	BKR20			T:31074	010 New CIT#720-Please fax payoff good thru
3/16/2009	CIT	BKR20			T:31074	4/10/09 o/s f/c \$255.00. Please fax payoff to
3/16/2009	CIT	BKR20			T:31074	908-654-7893.
3/17/2009	FOR					03/17/09 - 05:55 - 45664
3/17/2009	FOR					System updated for the following
3/17/2009	FOR					event: User has reprojected the
3/17/2009	FOR					step Summary Judgment Denied Follow
3/17/2009	FOR					Up to 3/18/2009. Reason: Other. Comm
3/17/2009	FOR					03/17/09 - 05:55 - 45664
3/17/2009	FOR					ents:
3/17/2009	FOR					Status: Active,
3/17/2009	FOR					approval not required.
3/18/2009	FOR					03/18/09 - 10:58 - 66081
3/18/2009	FOR					spone to intercom sent to client
3/18/2009	FOR					regarding contested matter.
3/18/2009	FOR					Status: Active, approval not
3/18/2009	FOR					required.
3/18/2009	FOR					03/18/09 - 10:58 - 66081
3/18/2009	FOR					System updated for the following
3/18/2009	FOR					event: User has reprojected the
3/18/2009	FOR					step Judgment Entered to 4/1/2009.
3/18/2009	FOR					Reason: Other. Comments:
3/18/2009	FOR					
3/18/2009	FOR					
3/18/2009	FOR					

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3/19/2009	FOR					03/19/09 - 10:11 - 39346
3/19/2009	FOR					Robert Lelli - (Cont) -
3/19/2009	FOR					
3/19/2009	FOR					
3/19/2009	FOR					
3/19/2009	FOR					
3/19/2009	FOR					
3/19/2009	FOR					
3/19/2009	FOR					03/19/09 - 10:11 - 39346
3/19/2009	FOR					Robert Lelli - (Cont) -
3/19/2009	FOR					
3/19/2009	FOR					
3/19/2009	FOR					
3/19/2009	FOR					03/19/09 - 10:08 - 39346
3/19/2009	FOR					Intercom From: Andrews, Brandi -
3/19/2009	FOR					To: Lelli, Robert; /
3/19/2009	FOR					03/19/09 - 06:12 - 45664
3/19/2009	FOR					ents:
3/19/2009	FOR					
3/19/2009	FOR					Status: Active, approval not
3/19/2009	FOR					required.
3/19/2009	FOR					03/19/09 - 06:12 - 45664
3/19/2009	FOR					System updated for the following
3/19/2009	FOR					event: User has reprojected the
3/19/2009	FOR					step Summary Judgment Denied Follow
3/19/2009	FOR					Up to 3/26/2009. Reason: Other. Comm
3/19/2009	NT	FSV			T:25101	Loan on RESI 2501 report. Ran script to order
3/19/2009	NT	FSV			T:25101	inspection if needed.
3/19/2009	D28		0	DT	8	BILLING STATEMENT FROM REPORT R628
3/20/2009	DMD				T:22222	00/00/00 00:00:00
3/20/2009	DMD				T:22222	00/00/00 00:00:00
3/20/2009	DMD				T:22222	03/20/09 17:46:42 MSG ANS MACH
3/23/2009	DMD				T:22222	00/00/00 00:00:00
3/23/2009	DMD				T:22222	00/00/00 00:00:00
3/23/2009	DMD				T:22222	03/23/09 18:06:37 MSG ANS MACH
3/24/2009	DMD				T:22222	00/00/00 00:00:00
3/24/2009	DMD				T:22222	00/00/00 00:00:00
3/24/2009	DMD				T:22222	03/24/09 17:38:34 MSG ANS MACH
3/24/2009	PAY		0	12	7	AMENDED: ADDTNL F/C ARE \$368 G/T 04
3/24/2009	PAY		0	12	7	INT TO 041009 EXP DT 041009 AMT 1173847.02

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3/26/2009	FOR					
3/26/2009	FOR					
3/26/2009	FOR					
3/26/2009	FOR					03/26/09 - 05:53 - 45664
3/26/2009	FOR					Jessica Churchwell - (Cont) - s)
3/26/2009	FOR					
3/26/2009	FOR					
3/26/2009	FOR					
3/26/2009	FOR					
3/26/2009	FOR					
3/26/2009	FOR					4/2/09 . Status: Active,
3/26/2009	FOR					approval not required.
3/26/2009	FOR					03/26/09 - 05:53 - 45664
3/26/2009	FOR					Jessica Churchwell - (Cont)
3/26/2009	FOR					
3/26/2009	FOR					
3/26/2009	FOR					
3/27/2009	DMD				T:22222	00/00/00 00:00:00
3/27/2009	DMD				T:22222	00/00/00 00:00:00
3/27/2009	DMD				T:22222	03/27/09 17:42:34 MSG ANS MACH
3/30/2009	DMD				T:22222	00/00/00 00:00:00
3/30/2009	DMD				T:22222	00/00/00 00:00:00
3/30/2009	DMD				T:22222	03/30/09 18:12:22 MSG ANS MACH
3/31/2009	DMD				T:22222	00/00/00 00:00:00
3/31/2009	DMD				T:22222	00/00/00 00:00:00
3/31/2009	DMD				T:22222	03/31/09 17:44:06 MSG ANS MACH
3/31/2009	FSV		0	00	1	T:00000 INSP TP F RESULTS RCVD; ORD DT=03/19/09
3/31/2009	PAY		0	12	7	AMENDED: ADDTNL F/C ARE \$368 G/T 04
3/31/2009	PAY		0	12	7	INT TO 041009 EXP DT 041009 AMT 1173858.27
3/31/2009	NT	HNOW				T:20954 HOPE NOW letter sent to borrower
4/1/2009	FOR					04/01/09 - 09:49 - 66081
4/1/2009	FOR					s been forwarded to atty awiting
4/1/2009	FOR					response to same. . Status:
4/1/2009	FOR					Active, approval not required.
4/1/2009	FOR					04/01/09 - 09:49 - 66081
4/1/2009	FOR					System updated for the following
4/1/2009	FOR					event: User has reprojected the
4/1/2009	FOR					step Judgment Entered to 4/15/2009.
4/1/2009	FOR					Reason: Other. Comments: Response ha
4/2/2009	DMD				T:22222	00/00/00 00:00:00

4/2/2009	DMD					T:22222	00/00/00 00:00:00
4/2/2009	DMD					T:22222	04/02/09 18:27:12 MSG ANS MACH
4/3/2009	DMD					T:22222	00/00/00 00:00:00
4/3/2009	DMD					T:22222	00/00/00 00:00:00
4/3/2009	DMD					T:22222	04/03/09 17:41:01 MSG ANS MACH
4/6/2009	FOR						04/06/09 - 05:51 - 45664
4/6/2009	FOR						User has completed the FollowUp
4/6/2009	FOR						data form with the following
4/6/2009	FOR						entries: : Other : : :
4/6/2009	FOR						04/06/09 - 05:52 - 45664
4/6/2009	FOR						User has updated the system for the
4/6/2009	FOR						following event: Summary Judgment
4/6/2009	FOR						Denied Follow Up, completed on
4/6/2009	FOR						4/6/2009
4/6/2009	FOR						04/06/09 - 05:54 - 45664
4/6/2009	FOR						not required.
4/6/2009	FOR						04/06/09 - 05:54 - 45664
4/6/2009	FOR						on: Other. Comments:
4/6/2009	FOR						
4/6/2009	FOR						
4/6/2009	FOR						Status: Active, approval
4/6/2009	FOR						04/06/09 - 05:54 - 45664
4/6/2009	FOR						System updated for the following
4/6/2009	FOR						event: User has reprojected the
4/6/2009	FOR						step Answer Filed Resolved -
4/6/2009	FOR						Hold/Issue Closed to 4/10/2009. Reas
4/7/2009	DMD					T:22222	00/00/00 00:00:00
4/7/2009	DMD					T:22222	00/00/00 00:00:00
4/7/2009	DMD					T:22222	04/07/09 18:26:52 MSG ANS MACH
4/7/2009	NT	HMPS				T:25102	Home Affordable Modification program sent to
4/7/2009	NT	HMPS				T:25102	borrower
4/8/2009	DMD					T:22222	00/00/00 00:00:00
4/8/2009	DMD					T:22222	00/00/00 00:00:00
4/8/2009	DMD					T:22222	04/08/09 18:51:41 4
4/9/2009	DMD					T:22222	00/00/00 00:00:00
4/9/2009	DMD					T:22222	00/00/00 00:00:00
4/9/2009	DMD					T:22222	04/09/09 18:33:50 4
4/10/2009	DMD					T:22222	00/00/00 00:00:00
4/10/2009	DMD					T:22222	00/00/00 00:00:00
4/10/2009	DMD					T:22222	04/10/09 17:54:59 4

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4/10/2009	CBR		0	00	1	T:00000	FORECLOSURE STARTED	REDACTED
4/10/2009	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS	
4/13/2009	DMD					T:22222	00/00/00 00:00:00	
4/13/2009	DMD					T:22222	00/00/00 00:00:00	
4/13/2009	DMD					T:22222	04/13/09 18:00:59 MSG ANS MACH	
4/13/2009	FOR						04/13/09 - 05:49 - 45664	
4/13/2009	FOR						on: Other. Comments:	
4/13/2009	FOR							
4/13/2009	FOR							
4/13/2009	FOR						. Status	
4/13/2009	FOR						04/13/09 - 05:49 - 45664	
4/13/2009	FOR						System updated for the following	
4/13/2009	FOR						event: User has reprojected the	
4/13/2009	FOR						step Answer Filed Resolved -	
4/13/2009	FOR						Hold/Issue Closed to 4/23/2009. Reas	
4/13/2009	FOR						04/13/09 - 05:49 - 45664	
4/13/2009	FOR						: Active, approval not required.	
4/14/2009	DMD					T:22222	00/00/00 00:00:00	
4/14/2009	DMD					T:22222	00/00/00 00:00:00	
4/14/2009	DMD					T:22222	04/14/09 18:56:15 MSG ANS MACH	
4/15/2009	DMD					T:22222	00/00/00 00:00:00	
4/15/2009	DMD					T:22222	00/00/00 00:00:00	
4/15/2009	DMD					T:22222	04/15/09 19:03:40 MSG ANS MACH	
4/15/2009	FOR						04/15/09 - 12:11 - 66081	
4/15/2009	FOR						System updated for the following	
4/15/2009	FOR						event: User has reprojected the	
4/15/2009	FOR						step Judgment Entered to 4/22/2009.	
4/15/2009	FOR						Reason: Other. Comments: Sent follow	
4/15/2009	FOR						04/15/09 - 12:11 - 66081	
4/15/2009	FOR						up for NOI awaiting same	
4/15/2009	FOR						Status: Active, approval not	
4/15/2009	FOR						required.	
4/16/2009	DMD					T:22222	00/00/00 00:00:00	
4/16/2009	DMD					T:22222	00/00/00 00:00:00	
4/16/2009	DMD					T:22222	04/16/09 18:36:19 MSG ANS MACH	
4/17/2009	DMD					T:22222	00/00/00 00:00:00	
4/17/2009	DMD					T:22222	00/00/00 00:00:00	
4/17/2009	DMD					T:22222	04/17/09 18:09:05 MSG ANS MACH	
4/20/2009	FSV		0	00	1	T:00000	INSP TYPE F ORDERED; REQ CD =AUTO DELQ	
4/21/2009	D28		0	DT	8		FORCED BILLING STATEMENT FROM REPORT R628	

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4/23/2009	FOR					04/22/09 - 20:45 - 66081
4/23/2009	FOR					ted information to attorney NOI is
4/23/2009	FOR					being prepared . Status: Active,
4/23/2009	FOR					approval not required.
4/23/2009	FOR					04/22/09 - 20:45 - 66081
4/23/2009	FOR					System updated for the following
4/23/2009	FOR					event: User has reprojected the
4/23/2009	FOR					step Judgment Entered to 5/6/2009.
4/23/2009	FOR					Reason: Other. Comments: Sent reques
4/27/2009	FOR					04/27/09 - 13:23 - 39346
4/27/2009	FOR					User has updated the system for the
4/27/2009	FOR					following event: Answer Filed
4/27/2009	FOR					Resolved - Hold/Issue Closed,
4/27/2009	FOR					completed on 4/27/2009
4/27/2009	FOR					04/27/09 - 10:27 - 45668
4/27/2009	FOR					on: Other. Comments:
4/27/2009	FOR					
4/27/2009	FOR					
4/27/2009	FOR					. Sta
4/27/2009	FOR					04/27/09 - 10:27 - 45668
4/27/2009	FOR					System updated for the following
4/27/2009	FOR					event: User has reprojected the
4/27/2009	FOR					step Answer Filed Resolved -
4/27/2009	FOR					Hold/Issue Closed to 4/30/2009. Reas
4/27/2009	FOR					04/27/09 - 10:27 - 45668
4/27/2009	FOR					tus: Active, approval not required.
4/30/2009	DMD				T:22222	00/00/00 00:00:00
4/30/2009	DMD				T:22222	00/00/00 00:00:00
4/30/2009	DMD				T:22222	04/30/09 14:14:35 NO ANS
5/5/2009	FSV		0	00	1	T:00000 INSP TP F RESULTS RCVD; ORD DT=04/20/09
5/6/2009	FOR					05/06/09 - 16:31 - 66081
5/6/2009	FOR					g prepared sent f/u for same
5/6/2009	FOR					Status: Active, approval not
5/6/2009	FOR					required.
5/6/2009	FOR					05/06/09 - 16:31 - 66081
5/6/2009	FOR					System updated for the following
5/6/2009	FOR					event: User has reprojected the
5/6/2009	FOR					step Judgment Entered to 5/20/2009.
5/6/2009	FOR					Reason: Other. Comments: NOI is bein
5/7/2009	NT	CMPPK			T:11534	List items received from customer and Imaged?

5/7/2009	NT	CMPPK				T:11534	Income? ; Expenses? ; Total Amount of Surplus or
5/7/2009	NT	CMPPK				T:11534	Shortage? ; Loss Mit Rep/Site File was Assigned
5/7/2009	NT	CMPPK				T:11534	to? Bernadette Daddazio; If account in
5/7/2009	NT	CMPPK				T:11534	Foreclosure, requested Foreclosure fees and costs
5/7/2009	NT	CMPPK				T:11534	good thru date? .
5/7/2009	LMT						LMT SOLUTN PURSUED (6) COMPLETED 05/07/09
5/7/2009	LMT						COMPLETE FIN PKG REC (3) COMPLETED 05/07/09
5/7/2009	LMT						ASSESS FINANCL PKG (2) COMPLETED 05/07/09
5/7/2009	LMT						REFERRD TO LOSS MIT (1) COMPLETED 05/07/09
5/7/2009	LMT						APPROVED FOR LMT 05/07/09
5/8/2009	CBR		0	00	1	T:00000	FORECLOSURE STARTED
5/8/2009	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
5/10/2009	NT	LMT				T:27080	MOD APPRVD: PM CNTRBTN OF \$310.00 DUE 5/25/2009;
5/10/2009	NT	LMT				T:27080	NEW UPB \$1,192,763.74, TTL CPPD \$193,647.91 (INT
5/10/2009	NT	LMT				T:27080	\$90,232.60 / ESC \$100,117.81), OLD PPTD 02/08, NEW
5/10/2009	NT	LMT				T:27080	06/09, OLD RATE 6.3750%, NEW RATE 4.3750%, ORGNL
5/10/2009	NT	LMT				T:27080	TERM 360, CRRNT TERM 341, MOD TERM 480, MAT DATE
5/10/2009	NT	LMT				T:27080	6/1/2049 , OLD PI \$5,307.80, NEW PI \$5,266.76, OLD
5/10/2009	NT	LMT				T:27080	PITI \$11,721.89, NEW PITI \$8,522.59 INC RATIO
5/10/2009	NT	LMT				T:27080	0.00% WITH SRPLS OF \$0.00; RFD: Unable To Contact
5/10/2009	NT	LMT				T:27080	Borrower- SUBMITTED BY: Bernadette Daddazio
5/10/2009	NT	LMT				T:27080	APPROVED BY: Bernadette Daddazio
5/10/2009	NT	STOP				T:11534	LMT 5-Permanent Modification approved \$310.00 due
5/10/2009	NT	STOP				T:11534	back by 05/25/09. Apply funds to 4N and send CIT
5/10/2009	NT	STOP				T:11534	840 when deposit received. Forward signed
5/10/2009	NT	STOP				T:11534	documents to Waterloo Loss Mitigation. Permanent
5/10/2009	NT	STOP				T:11534	Modification document needs to be recorded.This is
5/10/2009	NT	STOP				T:11534	a full fixed loan. -Bernadette Daddazio
5/10/2009	NT	LMT				T:11534	fcl fees are 0.00 and cost are 193.00 for total of
5/10/2009	NT	LMT				T:11534	193.00 gd through 7/1/09..bdaddazio
5/10/2009	LMT						MODIFCATN APPRVD INV (1232) COMPLETED 05/10/09
5/10/2009	LMT						MODIFCATN RECMMD INV (1231) COMPLETED 05/10/09
5/10/2009	LMT						LOAN MOD STARTED (1001) COMPLETED 05/10/09
5/10/2009	LMT						PURSUE LN MODIFCATN (1000) COMPLETED 05/10/09
5/11/2009	DMD					T:22222	00/00/00 00:00:00
5/11/2009	DMD					T:22222	00/00/00 00:00:00
5/11/2009	DMD					T:22222	05/09/09 10:26:01 LEFT MESSAGE
5/13/2009	FSV		0	0	1	T:31961	DELINQ INSP HOLD PLACED; REL DT =07/13/09
5/13/2009	LMT						TASK:1031-LMT-CHANGD FUPDT 06/13/09
5/13/2009	LMT						SEND EXEC DOCS (1040) COMPLETED 05/13/09

5/14/2009	NT	LMT				T:02068	Mail Merge uncompleted the task 1040
5/14/2009	NT	LMT				T:02068	and having Doc Prep correct the error.
5/14/2009	LMT						SEND EXEC DOCS (1040) UNCOMPLETED
5/15/2009	LMT						SEND EXEC DOCS (1040) COMPLETED 05/15/09
5/19/2009	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
5/20/2009	FOR						05/20/09 - 11:40 - 66081
5/20/2009	FOR						g prepared sent f/u for same
5/20/2009	FOR						Status: Active, approval not
5/20/2009	FOR						required.
5/20/2009	FOR						05/20/09 - 11:40 - 66081
5/20/2009	FOR						System updated for the following
5/20/2009	FOR						event: User has reprojected the
5/20/2009	FOR						step Judgment Entered to 6/3/2009.
5/20/2009	FOR						Reason: Other. Comments: NOI is bein
5/20/2009	CIT	BKR20				T:23721	011 New CIT #720- please fax payoff good thru
5/20/2009	CIT	BKR20				T:23721	6/19/09. Please fax to 908-654-7893.
5/21/2009	FOR						05/21/09 - 12:11 - 79696
5/21/2009	FOR						A fees and costs request has been
5/21/2009	FOR						entered for this loan by Dulce
5/21/2009	FOR						Leiva, good through 6/19/2009
5/21/2009	CIT	CSH30				T:11496	011 fees & coast have been requested in website
5/21/2009	CIT	CSH30				T:11496	newtrak.
5/22/2009	FOR						05/22/09 - 10:43 - 79696
5/22/2009	FOR						A fees and costs request has been
5/22/2009	FOR						completed for this loan by Dulce
5/22/2009	FOR						Leiva
5/22/2009	FOR						05/22/09 - 08:45 - 66081
5/22/2009	FOR						ed in error.
5/22/2009	FOR						05/22/09 - 08:45 - 66081
5/22/2009	FOR						System updated for the following
5/22/2009	FOR						event: User has ended the Issue
5/22/2009	FOR						associated with this loan. Issue
5/22/2009	FOR						Type: Payoff Request. Comments: open
5/22/2009	FOR						05/22/09 - 07:48 - 24632
5/22/2009	FOR						
5/22/2009	FOR						
5/22/2009	FOR						
5/22/2009	FOR						
5/22/2009	FOR						
5/22/2009	FOR						
5/22/2009	FOR						

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5/22/2009	FOR					
5/22/2009	FOR					
5/22/2009	FOR					
5/22/2009	FOR					
5/22/2009	FOR					
5/22/2009	FOR					
5/22/2009	FOR					
5/22/2009	FOR					
5/22/2009	FOR					
5/22/2009	FOR					
5/22/2009	FOR					
5/22/2009	FOR					
5/22/2009	FOR					05/22/09 - 07:49 - 24632
5/22/2009	FOR					Fees and costs response: Good
5/22/2009	FOR					Through:6/19/2009 Fees: 130.00
5/22/2009	FOR					Costs: 310.00 Comment: The
5/22/2009	FOR					foreclosure complaint has been filed
5/22/2009	FOR					05/22/09 - 07:49 - 24632
5/22/2009	FOR					4 hours prior to scheduled closing
5/22/2009	FOR					and we will gladly update fees and
5/22/2009	FOR					costs for the referenced
5/22/2009	FOR					foreclosure.
5/22/2009	FOR					05/22/09 - 07:49 - 24632
5/22/2009	FOR					Cristina Iuliano - (Cont) - cost.
5/22/2009	FOR					A breakdown of incurred and
5/22/2009	FOR					estimated additional fees and costs
5/22/2009	FOR					are attached. Please contact us 2
5/22/2009	FOR					05/22/09 - 08:41 - 66081
5/22/2009	FOR					ue Comments: Please fax rush payoff
5/22/2009	FOR					good thru 6/1/09. Please fax payoff
5/22/2009	FOR					to 908-654-7893. Thanks Status:
5/22/2009	FOR					Active
5/22/2009	FOR					05/22/09 - 08:41 - 66081
5/22/2009	FOR					System updated for the following
5/22/2009	FOR					event: User has created a
5/22/2009	FOR					Process-Level issue for this
5/22/2009	FOR					loan.Issue Type: Payoff Request. Iss
5/22/2009	PAY		0	70	7	ORIG TO: ADDL F/C ARE \$ 538 G/T 06-
5/22/2009	PAY		0	70	7	INT TO 061909 EXP DT 061909 AMT 1199095.87
5/22/2009	CIT	CSH30				T:11496 011 DONE 05/22/09 BY TLR 11496

5/22/2009	CIT	CSH30				T:11496	TSK TYP 720-PO STMT SCRIPT
5/22/2009	NT	PAY				T:11496	addl f/c are \$ 538 g/t 06-19-09
5/22/2009	NT	PAY				T:11496	BPO \$83, PIR \$15 & \$440 atty
5/27/2009	FOR						05/27/09 - 15:03 - 66081
5/27/2009	FOR						Intercom From: Andrews, Brandi -
5/27/2009	FOR						To: Andrews, Brandi; / Subject:
5/27/2009	FOR						Issue Request/
6/1/2009	NT	RCORD				T:11351	title ordered w/ first am on 5-29-09 order #
6/1/2009	NT	RCORD				T:11351	5179952
6/1/2009	NT	RCORD				T:02068	Ordered title as loan mod requires
6/1/2009	NT	RCORD				T:02068	recording, date of file 05-29-09 Alta E.
6/1/2009	NT	LMT				T:02068	Mail Merge docs are located in 05-29-09.
6/3/2009	FOR						06/03/09 - 08:54 - 66081
6/3/2009	FOR						ve, approval not required.
6/3/2009	FOR						06/03/09 - 08:54 - 66081
6/3/2009	FOR						
6/3/2009	FOR						
6/3/2009	FOR						
6/3/2009	FOR						Status: Acti
6/3/2009	FOR						06/03/09 - 08:54 - 66081
6/3/2009	FOR						System updated for the following
6/3/2009	FOR						event: User has reprojected the
6/3/2009	FOR						step Judgment Entered to 6/24/2009.
6/3/2009	FOR						Reason: Other. Comments: Please be a
6/4/2009	NT	RCORD				T:11351	FAXED PRIOR POLICY TO DK TRAN @ FA
6/12/2009	CBR		0	00	1	T:00000	FORECLOSURE STARTED
6/12/2009	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
6/19/2009	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
6/25/2009	FOR						06/24/09 - 08:51 - 66081
6/25/2009	FOR						
6/25/2009	FOR						
6/25/2009	FOR						
6/25/2009	FOR						
6/25/2009	FOR						Status: Active,
6/25/2009	FOR						06/24/09 - 08:51 - 66081
6/25/2009	FOR						System updated for the following
6/25/2009	FOR						event: User has reprojected the
6/25/2009	FOR						step Judgment Entered to 7/8/2009.
6/25/2009	FOR						Reason: Other. Comments:

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7/8/2009	FOR						
7/8/2009	FOR						
7/8/2009	FOR						
7/8/2009	FOR						
7/8/2009	FOR						
7/8/2009	FOR						
7/8/2009	FOR						Status: Acti
7/8/2009	FOR						07/08/09 - 13:17 - 66081
7/8/2009	FOR						System updated for the following
7/8/2009	FOR						event: User has reprojected the
7/8/2009	FOR						step Judgment Entered to 8/10/2009.
7/8/2009	FOR						Reason: Other. Comments: Please be a
7/9/2009	LMT						SEND EXEC DOCS (1040) UNCOMPLETED
7/9/2009	LMT						MODIFCATN APPRVD INV (1232) UNCOMPLETED
7/10/2009	CBR		0	00	1	T:00000	FORECLOSURE STARTED
7/10/2009	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
7/13/2009	FSV		0	00	1	T:00000	INSP TYPE F ORDERED; REQ CD =AUTO DELQ
7/13/2009	LMT						FILE CLOSED (7) COMPLETED 07/13/09
7/13/2009	LMT						LOSS MIT DENIED OTHER
7/13/2009	NT	DENYM				T:30940	Docs and funds not recieved on time
7/13/2009	FSV		0	0	1	T:30940	DELINQ INSP HOLD RELEASED
7/13/2009	OL		0	90	5		WDOYLM - DENIAL LETTER
7/21/2009	NT	SM30A				T:20821	Loan Targeted for July 09 GMBANK Mod
7/21/2009	NT	SM30A				T:20821	Strategy
7/21/2009	D28		0	DT	8		FORCED BILLING STATEMENT FROM REPORT R628
7/23/2009	DMD					T:22222	00/00/00 00:00:00
7/23/2009	DMD					T:22222	00/00/00 00:00:00
7/23/2009	DMD					T:22222	07/23/09 15:20:10 MSG ANS MACH
7/24/2009	DMD					T:22222	00/00/00 00:00:00
7/24/2009	DMD					T:22222	00/00/00 00:00:00
7/24/2009	DMD					T:22222	07/24/09 13:17:54 MSG ANS MACH
7/27/2009	DMD					T:22222	00/00/00 00:00:00
7/27/2009	DMD					T:22222	07/27/09 07:44:41 MSG ANS MACH
7/27/2009	DMD					T:22222	07/25/09 08:47:54 MSG ANS MACH
7/27/2009	NT	CLSTR				T:25101	"FASLO Cluster: 08; R1:'Third Party Sale',
7/27/2009	NT	CLSTR				T:25101	NPV1:1,064,231; R2:'Foreclosure', NPV2:944,451;
7/27/2009	NT	CLSTR				T:25101	R3:', NPV3:.'
7/28/2009	DMD					T:22222	00/00/00 00:00:00
7/28/2009	DMD					T:22222	00/00/00 00:00:00
7/28/2009	DMD					T:22222	07/28/09 14:37:49 NO ANS

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7/30/2009	FOR					07/30/09 - 16:51 - 39346
7/30/2009	FOR					Intercom From: Andrews, Brandi -
7/30/2009	FOR					To: Lelli, Robert; /
7/31/2009	DM				T:20459	LEFT MESSAGE, NEED TO LOOK INTO MOD. MAY DO A STOP
7/31/2009	DM				T:20459	GAP WHILE WE WAIT ON DOCUMENTATION
7/31/2009	DM				T:20459	ACTION/RESULT CD CHANGED FROM OASK TO BRLM
7/31/2009	NT	LMT			T:20459	Solicited for 30% pmt reduction campaign
7/31/2009	NT	LMT			T:20459	Solicited for 30% pmt reduction campaign
7/31/2009	NT	LMT			T:20459	Solicited for 30% pmt reduction campaign
8/3/2009	FOR					08/03/09 - 07:38 - 66081
8/3/2009	FOR					Intercom From: Lelli, Robert - To:
8/3/2009	FOR					Andrews, Brandi; /
8/3/2009	NT	LMT			T:20459	set up stop gap while we wait on borrower to send
8/3/2009	NT	LMT			T:20459	in mod info. will have to send in dwn pmt and
8/3/2009	NT	LMT			T:20459	installments, cannot use money already in U
8/3/2009	NT	LMT			T:20459	bucket. need total wout package to review for mod
8/3/2009	RPA	00				REPAY PLAN SET UP
8/3/2009	LMT					REPAY APPRV BY INV (4232) COMPLETED 08/03/09
8/3/2009	LMT					REPAY PLAN STARTED (4001) COMPLETED 08/03/09
8/3/2009	LMT					REPAY RECOMD TO INV (4231) COMPLETED 08/03/09
8/3/2009	LMT					PURSUE REPAY PLAN (4000) COMPLETED 08/03/09
8/3/2009	LMT					BPO OBTAINED (5) COMPLETED 08/03/09
8/3/2009	LMT					BPO ORDERED (4) COMPLETED 08/03/09
8/3/2009	LMT					LMT SOLUTN PURSUED (6) COMPLETED 08/03/09
8/3/2009	LMT					COMPLETE FIN PKG REC (3) COMPLETED 08/03/09
8/3/2009	LMT					ASSESS FINANCL PKG (2) COMPLETED 08/03/09
8/3/2009	LMT					REFERRD TO LOSS MIT (1) COMPLETED 08/03/09
8/3/2009	LMT					APPROVED FOR LMT 08/03/09
8/3/2009	DM				T:21750	TT B1 ADV VI OF FLC,CBR,LF, B1 ASKING REP WADE,
8/3/2009	DM				T:21750	ADV EMAIL REP, B1 SATT WILL TALK TO WIFE AND CALL
8/3/2009	DM				T:21750	BACK JLAYTON6995
8/3/2009	DM				T:21750	ACTION/RESULT CD CHANGED FROM BRLM TO LMDC
8/4/2009	NT	FSV			T:15689	Loan on pres new repay report, run CINS script to
8/4/2009	NT	FSV			T:15689	cncl any inspections on mtgs.
8/5/2009	FOR					08/04/09 - 15:39 - 39346
8/5/2009	FOR					Intercom From: Andrews, Brandi -
8/5/2009	FOR					To: Lelli, Robert; /
8/5/2009	FOR					
8/5/2009	FOR					
8/5/2009	FOR					

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8/5/2009	FOR					
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8/5/2009	FOR					
8/5/2009	FOR					
8/5/2009	FOR					
8/5/2009	FOR					
8/5/2009	FOR					08/05/09 - 10:52 - 66081
8/5/2009	FOR					Intercom From: Lelli, Robert - To:
8/5/2009	FOR					Andrews, Brandi; /
8/5/2009	FOR					08/05/09 - 10:41 - 66081
8/5/2009	FOR					Intercom From: Lelli, Robert - To:
8/5/2009	FOR					Andrews, Brandi; /
8/5/2009	FOR					08/04/09 - 15:53 - 39346
8/5/2009	FOR					law firm with access to our payment
8/5/2009	FOR					history and collection notes, you
8/5/2009	FOR					may review for yourself. Any
8/5/2009	FOR					questio
8/5/2009	FOR					08/04/09 - 15:53 - 39346
8/5/2009	FOR					loss mit and approved on 8/3/09
8/5/2009	FOR					
8/5/2009	FOR					
8/5/2009	FOR					
8/5/2009	FOR					
8/5/2009	FOR					
8/5/2009	FOR					
8/5/2009	FOR					
8/5/2009	FOR					
8/5/2009	FOR					
8/5/2009	FOR					Intercom From: Robert Lelli - To:
8/5/2009	FOR					Andrews,Brandi; / Message:
8/5/2009	FOR					
8/5/2009	FOR					
8/5/2009	FOR					08/04/09 - 15:53 - 39346
8/5/2009	FOR					

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8/5/2009	FOR						
8/5/2009	FOR						
8/5/2009	FOR						
8/5/2009	FOR						
8/5/2009	FOR					From: Robert Lelli	
8/5/2009	FOR					Subject: Re: Re: Re:	
8/5/2009	FOR						
8/5/2009	FOR						
8/5/2009	FOR						
8/5/2009	FOR						
8/5/2009	FOR						
8/5/2009	FOR					08/04/09 - 15:53 - 39346	
8/5/2009	FOR					Robert Lelli - (Cont) - ns, let me	
8/5/2009	FOR					know Thanks From: Brandi	
8/5/2009	FOR					Andrews Subject: Re: Re: Re:	
8/5/2009	FOR					Re:	
8/5/2009	FOR						
8/5/2009	FOR						
8/5/2009	FOR						
8/5/2009	FOR						
8/5/2009	FOR						
8/5/2009	FOR						
8/5/2009	FOR						
8/5/2009	FOR						
8/5/2009	FOR					From: Brandi Andrews Subject:	
8/5/2009	FOR						
8/5/2009	FOR						
8/5/2009	FOR						
8/5/2009	FOR						
8/5/2009	FOR					From: Robert Lelli Subject: R	
8/5/2009	FOR					08/04/09 - 15:53 - 39346	
8/5/2009	FOR					Robert Lelli - (Cont) - now.	
8/5/2009	FOR					Thanks From: Brandi Andrews	
8/5/2009	FOR					Subject: Re: Re:	
8/5/2009	FOR						
8/5/2009	FOR						
8/5/2009	FOR						
8/5/2009	FOR						
8/5/2009	FOR						

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8/13/2009	NT	LMT				T:20459	WILL BE NON HMP SINCE AMOUNT
8/13/2009	NT	LMT				T:20459	WILL BE NON HMP SINCE AMOUNT
8/13/2009	NT	LMT				T:20459	WILL BE NON HMP SINCE AMOUNT
8/13/2009	NT	LMT				T:20459	WILL BE NON HMP SINCE AMOUNT
8/13/2009	NT	LMT				T:20459	WILL BE NON HMP SINCE AMOUNT
8/13/2009	LMT						TRIAL MOD APPROVED (1052) COMPLETED 08/13/09
8/13/2009	LMT						PURSU LN MODIFCATN (1000) COMPLETED 08/13/09
8/14/2009	CBR		0	00	1	T:00000	CR BUR RPT STATUS=N;EXPIRE DT = 10/16/09
8/19/2009	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
8/20/2009	DM					T:00000	PROMISE PLAN 25 BROKEN08/20/09 PROMISE DT 08/20/09
8/20/2009	FOR						08/20/09 - 10:12 - 39194
8/20/2009	FOR						the client hold request. Should the
8/20/2009	FOR						hold remain on the loan or can it
8/20/2009	FOR						be removed?
8/20/2009	FOR						08/20/09 - 10:12 - 39194
8/20/2009	FOR						ect: RE: Client Hold
8/20/2009	FOR						Request..... / Message: Brandi
8/20/2009	FOR						- I'm following up with you to
8/20/2009	FOR						check on status of this loan and on
8/20/2009	FOR						08/20/09 - 10:12 - 39194
8/20/2009	FOR						Intercom Message: / Sent: 8/20/2009
8/20/2009	FOR						10:12:10 AM / From: Lawrence Leeks
8/20/2009	FOR						/ To: Andrews, Brandi; / CC: /
8/20/2009	FOR						Intercom Type: General Update / Subj
8/20/2009	FOR						08/20/09 - 12:18 - 65557
8/20/2009	FOR						ect: RE: Client Hold
8/20/2009	FOR						Request..... /
8/20/2009	FOR						08/20/09 - 12:18 - 65557
8/20/2009	FOR						Intercom Message: / Read: 8/20/2009
8/20/2009	FOR						12:18:28 PM / From: Leeks, Lawrence
8/20/2009	FOR						/ To: Andrews, Brandi; / CC: /
8/20/2009	FOR						Intercom Type: General Update / Subj
8/21/2009	FOR						DEED EXECT-RETRN ATT (622) COMPLETED 08/21/09
8/27/2009	NT	ATTNC				T:26960	ATTNC: F/U attempt on incomplete pkg by
8/27/2009	NT	ATTNC				T:26960	ISGN - 8/26/09
8/27/2009	NT	ATTNC				T:26960	Attempt - No Answer/No Contact
8/28/2009	DM					T:11285	TT B1 CALLED TO GET ADDRESS TO WHERE TO SEND
8/28/2009	DM					T:11285	PAYMENT ADV CUST ON THE ADDRESS-AHURD
8/28/2009	DM					T:11285	ACTION/RESULT CD CHANGED FROM LMDC TO LMDC
8/28/2009	NT	LMT				T:23660	b1 cll to req info on the loss mit payment plan

8/28/2009	NT	LMT				T:23660	the he recive i xferd him to that dep to req the
8/28/2009	NT	LMT				T:23660	info dassaev z /8977114
8/31/2009	DM					T:20459	REPAY PLAN CANCELED AUTOMATIC
8/31/2009	NT	LMT				T:20459	recvd fax from b1 asking if we would take a payoff
8/31/2009	NT	LMT				T:20459	of \$480k and release the lien will not be able to
8/31/2009	NT	LMT				T:20459	accept this.
9/1/2009	FSV		0	00	1	T:00000	INSP TYPE F ORDERED; REQ CD =AUTO DELQ
9/2/2009	NT	ATTNC				T:26960	ATTNC: F/U attempt on incomplete pkg by
9/2/2009	NT	ATTNC				T:26960	ISGN - 9/01/09
9/2/2009	NT	ATTNC				T:26960	Attempt - No Answer/No Contact
9/3/2009	FSV		0	00	1	T:00000	INSP TYPE R ORDERED; REQ CD =1150
9/3/2009	OL		0	86	5		WDOYLM - REPAY PLAN CANCEL
9/3/2009	LMT						FILE CLOSED (7) COMPLETED 09/03/09
9/3/2009	LMT						Brkn repay - no pmt, sent denial ltr
9/3/2009	LMT						Closed lmit, Resumed FCL in MS, did
9/3/2009	LMT						not proceed foreclosure in NT,
9/3/2009	LMT						status other hold.
9/8/2009	FSV		0	0	0	T:02726	INSP TP R RESULTS RCVD; ORD DT=09/03/09
9/9/2009	FOR						09/09/09 - 10:23 - 39194
9/9/2009	FOR						th you both to check on status of
9/9/2009	FOR						this loan and on the client hold
9/9/2009	FOR						request. Should the loan remain on
9/9/2009	FOR						hold or can the hold be removed?
9/9/2009	FOR						09/09/09 - 10:23 - 39194
9/9/2009	FOR						: General Update / Subject: RE:
9/9/2009	FOR						Client Hold
9/9/2009	FOR						Request..... / Message:
9/9/2009	FOR						Brandi/Jessica - I'm following up wi
9/9/2009	FOR						09/09/09 - 10:23 - 39194
9/9/2009	FOR						Intercom Message: / Sent: 9/9/2009
9/9/2009	FOR						10:23:23 AM / From: Lawrence Leeks
9/9/2009	FOR						/ To: Andrews,Brandi; / CC:
9/9/2009	FOR						Churchwell,Jessica; / Intercom Type
9/9/2009	LMT						LMT BPO/APPRAISAL REC ADDED
9/10/2009	FOR						09/10/09 - 10:48 - 39194
9/10/2009	FOR						/ Intercom Type: General Update /
9/10/2009	FOR						Subject: Re: RE: Client Hold
9/10/2009	FOR						Request..... /
9/10/2009	FOR						09/10/09 - 10:48 - 39194
9/10/2009	FOR						Intercom Message: / Read: 9/10/2009

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9/10/2009	FOR					Re: RE: Client Hold
9/10/2009	FOR					Request..... / Message:
9/10/2009	FOR					Hi Lawrence, Kindly be advised we
9/10/2009	FOR					09/10/09 - 09:11 - 65557
9/10/2009	FOR					Intercom Message: / Sent: 9/10/2009
9/10/2009	FOR					9:10:58 AM / From: Brandi Andrews /
9/10/2009	FOR					To: Leeks, Lawrence; Andrews, Brandi;
9/10/2009	FOR					/ CC: Churchwell, Jessica; / Interc
9/10/2009	FOR					09/10/09 - 09:11 - 65557
9/10/2009	FOR					
9/10/2009	FOR					
9/10/2009	FOR					
9/10/2009	FOR					
9/10/2009	FOR					
9/10/2009	FOR					
9/10/2009	FOR					
9/10/2009	FOR					09/10/09 - 09:00 - 45664
9/10/2009	FOR					Intercom From: Leeks, Lawrence -
9/10/2009	FOR					To: Andrews, Brandi; /
9/10/2009	FOR					09/10/09 - 09:21 - 45664
9/10/2009	FOR					Intercom From: Andrews, Brandi -
9/10/2009	FOR					To: Leeks, Lawrence; Andrews,
9/10/2009	FOR					Brandi; /
9/10/2009	FOR					
9/10/2009	FOR					
9/10/2009	FOR					
9/10/2009	FOR					
9/10/2009	FOR					
9/10/2009	FOR					
9/10/2009	FOR					From: Brandi Andrews Subject: Re:
9/10/2009	FOR					RE: Client Hold Request.....
9/10/2009	FOR					09/10/09 - 10:49 - 39194
9/10/2009	FOR					Intercom Type: General Update /
9/10/2009	FOR					Subject: Re: RE: Client Hold
9/10/2009	FOR					Request..... / Message:
9/10/2009	FOR					Bob - Can you shed some light on thi
9/10/2009	FOR					09/10/09 - 10:49 - 39194
9/10/2009	FOR					Intercom Message: / Sent: 9/10/2009
9/10/2009	FOR					10:48:50 AM / From: Lawrence Leeks

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9/10/2009	FOR						/ To: Andrews,Brandi; / CC:
9/10/2009	FOR						Churchwell,Jessica; Lelli,Robert; /
9/10/2009	FOR						09/10/09 - 10:49 - 39194
9/10/2009	FOR						
9/10/2009	FOR						
9/10/2009	FOR						
9/10/2009	FOR						
9/10/2009	FOR						09/10/09 - 10:49 - 39194
9/10/2009	FOR						From: Lawrence Leeks
9/10/2009	FOR						Subject: RE:
9/10/2009	FOR						
9/10/2009	FOR						
9/10/2009	FOR						
9/10/2009	FOR						
9/10/2009	FOR						
9/10/2009	FOR						
9/10/2009	FOR						
9/11/2009	CBR		0	00	1	T:00000	CR BUR RPT STATUS=N,EXPIRE DT = 10/16/09
9/14/2009	FOR						09/14/09 - 14:38 - 65557
9/14/2009	FOR						/ Intercom Type: General Update /
9/14/2009	FOR						Subject: Re: Re: RE: Client
9/14/2009	FOR						Hold Request..... /
9/14/2009	FOR						09/14/09 - 14:38 - 65557
9/14/2009	FOR						Intercom Message: / Read: 9/14/2009
9/14/2009	FOR						2:38:26 PM / From: Lelli, Robert /
9/14/2009	FOR						To: Leeks, Lawrence; Andrews,
9/14/2009	FOR						Brandi; / CC: Churchwell, Jessica;
9/14/2009	FOR						09/14/09 - 14:38 - 65557
9/14/2009	FOR						/ Intercom Type: General Update /
9/14/2009	FOR						Subject: Re: RE: Client Hold
9/14/2009	FOR						Request..... /
9/14/2009	FOR						09/14/09 - 14:38 - 65557
9/14/2009	FOR						Intercom Message: / Read: 9/14/2009
9/14/2009	FOR						2:38:12 PM / From: Andrews, Brandi
9/14/2009	FOR						/ To: Leeks, Lawrence; Andrews,
9/14/2009	FOR						Brandi; / CC: Churchwell, Jessica;
9/14/2009	FOR						09/14/09 - 14:38 - 65557
9/14/2009	FOR						/ Intercom Type: General Update /
9/14/2009	FOR						Subject: Re: Re: RE: Client Hold
9/14/2009	FOR						Request..... /

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9/14/2009	FOR					09/14/09 - 14:38 - 65557
9/14/2009	FOR					Intercom Message: / Read: 9/14/2009
9/14/2009	FOR					2:38:21 PM / From: Leeks, Lawrence
9/14/2009	FOR					/ To: Andrews, Brandi; / CC:
9/14/2009	FOR					Lelli, Robert; Churchwell, Jessica;
9/14/2009	FOR					09/14/09 - 07:57 - 45664
9/14/2009	FOR					/ Intercom Type: General Update /
9/14/2009	FOR					Subject: Re: Re: RE: Client Hold
9/14/2009	FOR					Request..... /
9/14/2009	FOR					09/14/09 - 07:57 - 45664
9/14/2009	FOR					Intercom Message: / Read: 9/14/2009
9/14/2009	FOR					7:56:53 AM / From: Leeks, Lawrence
9/14/2009	FOR					/ To: Andrews, Brandi; / CC:
9/14/2009	FOR					Lelli, Robert; Churchwell, Jessica;
9/14/2009	FOR					09/14/09 - 06:38 - 39194
9/14/2009	FOR					Intercom From: Lelli, Robert - To:
9/14/2009	FOR					Leeks, Lawrence; Andrews, Brandi; /
9/14/2009	FOR					09/14/09 - 14:40 - 65557
9/14/2009	FOR					e: Re: RE: Client Hold
9/14/2009	FOR					Request..... Freinds
9/14/2009	FOR					at Zucker Goldberg; It appears
9/14/2009	FOR					the l
9/14/2009	FOR					09/14/09 - 14:40 - 65557
9/14/2009	FOR					
9/14/2009	FOR					
9/14/2009	FOR					From: Robert Lelli Subject: Re: R
9/14/2009	FOR					09/14/09 - 14:40 - 65557
9/14/2009	FOR					ssica; / Intercom Type: General
9/14/2009	FOR					Update / Subject: Re: Re: Re:
9/14/2009	FOR					Re: RE: Client Hold
9/14/2009	FOR					Request..... / Message:
9/14/2009	FOR					09/14/09 - 14:40 - 65557
9/14/2009	FOR					Intercom Message: / Sent: 9/14/2009
9/14/2009	FOR					2:39:47 PM / From: Brandi Andrews /
9/14/2009	FOR					To: Lelli,Robert; Leeks,Lawrence;
9/14/2009	FOR					Andrews,Brandi; / CC: Churchwell,Je
9/14/2009	FOR					09/14/09 - 14:40 - 65557
9/14/2009	FOR					n or be removed? From: Brandi
9/14/2009	FOR					Andrews Subject: Re: RE: Client

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9/14/2009	FOR					Hold Request..... H	REDACTED
9/14/2009	FOR					09/14/09 - 14:40 - 65557	
9/14/2009	FOR					bject: Re: Re: RE:	
9/14/2009	FOR						
9/14/2009	FOR						
9/14/2009	FOR						
9/14/2009	FOR						
9/14/2009	FOR						
9/14/2009	FOR						
9/14/2009	FOR						
9/14/2009	FOR					From: Lawrence Leeks Su	
9/14/2009	FOR					09/14/09 - 14:40 - 65557	
9/14/2009	FOR					Brandi Andrews - (Cont) - oss	
9/14/2009	FOR					mitigation program has been	
9/14/2009	FOR					dencod/losed out due to a broken	
9/14/2009	FOR					repay. Per our earlier communicatio	
9/14/2009	FOR					09/14/09 - 14:40 - 65557	
9/14/2009	FOR					uest. Should the loan remain on	
9/14/2009	FOR					hold or can the hold be removed?	
9/14/2009	FOR					09/14/09 - 14:40 - 65557	
9/14/2009	FOR					uest.....	
9/14/2009	FOR						
9/14/2009	FOR						
9/14/2009	FOR						
9/14/2009	FOR						
9/14/2009	FOR						
9/14/2009	FOR					From: Lawrence	
9/14/2009	FOR					Leeks Subject: RE: Client Hold Req	
9/14/2009	FOR					09/14/09 - 14:40 - 65557	
9/14/2009	FOR					Brandi Andrews - (Cont) - i	
9/14/2009	FOR					Lawrence, Kindly be advised we	
9/14/2009	FOR					were instructed by Robert Lelli at	
9/14/2009	FOR					GMAC via intercom to place the file	
9/14/2009	FOR					09/14/09 - 14:40 - 65557	
9/14/2009	FOR					chwell, Jessica; / Intercom Type:	
9/14/2009	FOR					General Update / Subject: Re: Re:	
9/14/2009	FOR					Re: Re: RE: Client Hold	
9/14/2009	FOR					Request..... /	
9/14/2009	FOR					09/14/09 - 14:40 - 65557	

9/14/2009	FOR					Intercom Message: / Read: 9/14/2009
9/14/2009	FOR					2:39:57 PM / From: Andrews, Brandi
9/14/2009	FOR					/ To: Leeks, Lawrence; Lelli,
9/14/2009	FOR					Robert; Andrews, Brandi; / CC: Chur
9/14/2009	FOR					09/14/09 - 11:25 - 45664
9/14/2009	FOR					Intercom From: Lelli, Robert - To:
9/14/2009	FOR					Leeks, Lawrence; Andrews, Brandi; /
9/14/2009	FOR					09/14/09 - 16:59 - 39346
9/14/2009	FOR					chwell, Jessica; / Intercom Type:
9/14/2009	FOR					General Update / Subject: Re: Re:
9/14/2009	FOR					Re: Re: RE: Client Hold
9/14/2009	FOR					Request..... /
9/14/2009	FOR					09/14/09 - 16:59 - 39346
9/14/2009	FOR					Intercom Message: / Read: 9/14/2009
9/14/2009	FOR					4:59:11 PM / From: Andrews, Brandi
9/14/2009	FOR					/ To: Leeks, Lawrence; Lelli,
9/14/2009	FOR					Robert; Andrews, Brandi; / CC: Chur
9/14/2009	FOR					09/14/09 - 17:01 - 39346
9/14/2009	FOR					
9/14/2009	FOR					
9/14/2009	FOR					From: Ro
9/14/2009	FOR					09/14/09 - 17:01 - 39346
9/14/2009	FOR					Hold removed. Thanks
9/14/2009	FOR					From: Brandi Andrews Subject: Re:
9/14/2009	FOR					Re: Re: Re: RE: Client Hold
9/14/2009	FOR					Request..... Hi Robert,
9/14/2009	FOR					09/14/09 - 17:01 - 39346
9/14/2009	FOR					ica; / Intercom Type: General
9/14/2009	FOR					Update / Subject: Re: Re: Re:
9/14/2009	FOR					Re: Re: RE: Client Hold
9/14/2009	FOR					Request..... / Message:
9/14/2009	FOR					09/14/09 - 17:01 - 39346
9/14/2009	FOR					Intercom Message: / Sent: 9/14/2009
9/14/2009	FOR					5:00:46 PM / From: Robert Lelli /
9/14/2009	FOR					To: Andrews, Brandi; Leeks, Lawrence;
9/14/2009	FOR					Lelli, Robert; / CC: Churchwell, Jess
9/14/2009	FOR					09/14/09 - 17:01 - 39346
9/14/2009	FOR					RE:
9/14/2009	FOR					
9/14/2009	FOR					

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9/14/2009	FOR						
9/14/2009	FOR						
9/14/2009	FOR						
9/14/2009	FOR						
9/14/2009	FOR					From:	
9/14/2009	FOR					Lawrence Leeks Subject: Re: Re:	
9/14/2009	FOR					09/14/09 - 17:01 - 39346	
9/14/2009	FOR						
9/14/2009	FOR						
9/14/2009	FOR						
9/14/2009	FOR						
9/14/2009	FOR					09/14/09 - 17:01 - 39346	
9/14/2009	FOR					Robert Lelli - (Cont) - bert Lelli	
9/14/2009	FOR					Subject: Re: Re: RE: Client	
9/14/2009	FOR					Hold Request.....	
9/14/2009	FOR					Freinds at Zucker Goldberg; It ap	
9/14/2009	FOR					09/14/09 - 17:01 - 39346	
9/14/2009	FOR						
9/14/2009	FOR						
9/14/2009	FOR						
9/14/2009	FOR						
9/14/2009	FOR						
9/14/2009	FOR						
9/14/2009	FOR						
9/14/2009	FOR					From: Lawrence Leeks	
9/14/2009	FOR					Subject: RE: Client Hold Request...	
9/14/2009	FOR					09/14/09 - 17:01 - 39346	
9/14/2009	FOR				 Hi Lawrence, Kindly	
9/14/2009	FOR					be advised we were instructed by	
9/14/2009	FOR					Robert Lelli at GMAC via intercom	
9/14/2009	FOR					to place the file on hold same can n	
9/14/2009	FOR					09/14/09 - 17:01 - 39346	
9/14/2009	FOR					Robert Lelli - (Cont) - d if the	
9/14/2009	FOR					hold should remain or be removed?	
9/14/2009	FOR					From: Brandi Andrews Subject:	
9/14/2009	FOR					Re: RE: Client Hold Request.....	
9/14/2009	FOR					09/14/09 - 17:00 - 39346	
9/14/2009	FOR					Process opened 9/14/2009 by user	
9/14/2009	FOR					Robert Lelli.	
9/14/2009	FOR					09/14/09 - 17:00 - 39346	
9/14/2009	FOR					User has updated the system for the	

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9/14/2009	FOR						following event:
9/14/2009	FOR						
9/14/2009	FOR						
9/14/2009	FOR						09/14/09 - 17:00 - 39346
9/14/2009	FOR						nt: User has ended the hold. Hold
9/14/2009	FOR						End Date: 09/14/2009. Hold type:
9/14/2009	FOR						Client Hold Request
9/14/2009	FOR						09/14/09 - 17:00 - 39346
9/14/2009	FOR						Intercom From: Robert Lelli, GMAC -
9/14/2009	FOR						To: Brandi Andrews (at-zuck) /
9/14/2009	FOR						Subject: Hold Request/Message:
9/14/2009	FOR						System updated for the following eve
9/14/2009	FOR						09/14/09 - 17:00 - 00007
9/14/2009	FOR						nded . Status: Active, approval
9/14/2009	FOR						not required.
9/14/2009	FOR						09/14/09 - 17:00 - 00007
9/14/2009	FOR						System updated for the following
9/14/2009	FOR						event: User has reprojected the
9/14/2009	FOR						step Judgment Entered to 9/14/2009.
9/14/2009	FOR						Reason: Hold Ended. Comments: Hold E
9/14/2009	FOR						09/14/09 - 17:01 - 39346
9/14/2009	FOR						Robert Lelli - (Cont) - nd on the
9/14/2009	FOR						client hold request. Should the
9/14/2009	FOR						loan remain on hold or can the hold
9/14/2009	FOR						be removed?
9/14/2009	FOR						09/14/09 - 17:01 - 39346
9/14/2009	FOR						Jessica; / Intercom Type: General
9/14/2009	FOR						Update / Subject: Re: Re: Re:
9/14/2009	FOR						Re: Re: RE: Client Hold
9/14/2009	FOR						Request..... /
9/14/2009	FOR						09/14/09 - 17:01 - 39346
9/14/2009	FOR						Intercom Message: / Read: 9/14/2009
9/14/2009	FOR						5:00:53 PM / From: Lelli, Robert /
9/14/2009	FOR						To: Leeks, Lawrence; Lelli, Robert;
9/14/2009	FOR						Andrews, Brandi; / CC: Churchwell,
9/15/2009	FSV		0	00	1	T:00000	INSP TP F RESULTS RCVD; ORD DT=09/01/09
9/15/2009	FOR						09/15/09 - 08:27 - 39194
9/15/2009	FOR						chwell, Jessica; / Intercom Type:
9/15/2009	FOR						General Update / Subject: Re: Re:
9/15/2009	FOR						Re: Re: RE: Client Hold

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9/15/2009	FOR					Request..... /
9/15/2009	FOR					09/15/09 - 08:27 - 39194
9/15/2009	FOR					Intercom Message: / Read: 9/15/2009
9/15/2009	FOR					8:26:47 AM / From: Andrews, Brandi
9/15/2009	FOR					/ To: Leeks, Lawrence; Lelli,
9/15/2009	FOR					Robert; Andrews, Brandi; / CC: Chur
9/15/2009	FOR					09/15/09 - 08:33 - 39194
9/15/2009	FOR					Jessica; / Intercom Type: General
9/15/2009	FOR					Update / Subject: Re: Re: Re:
9/15/2009	FOR					Re: Re: RE: Client Hold
9/15/2009	FOR					Request..... /
9/15/2009	FOR					09/15/09 - 08:33 - 39194
9/15/2009	FOR					Intercom Message: / Read: 9/15/2009
9/15/2009	FOR					8:33:09 AM / From: Lelli, Robert /
9/15/2009	FOR					To: Leeks, Lawrence; Lelli, Robert;
9/15/2009	FOR					Andrews, Brandi; / CC: Churchwell,
9/15/2009	FOR					09/15/09 - 07:59 - 45664
9/15/2009	FOR					Intercom From: Lelli, Robert - To:
9/15/2009	FOR					Leeks, Lawrence; Lelli, Robert;
9/15/2009	FOR					Andrews, Brandi; /
9/15/2009	FOR					09/15/09 - 07:59 - 45664
9/15/2009	FOR					Intercom From: Andrews, Brandi -
9/15/2009	FOR					To: Leeks, Lawrence; Lelli, Robert;
9/15/2009	FOR					Andrews, Brandi; /
9/15/2009	FOR					09/15/09 - 09:56 - 66081
9/15/2009	FOR					User has updated the system for the
9/15/2009	FOR					following event:
9/15/2009	FOR					
9/15/2009	FOR					
9/15/2009	FOR					09/15/09 - 09:51 - 66081
9/15/2009	FOR					not required.
9/15/2009	FOR					09/15/09 - 09:51 - 66081
9/15/2009	FOR					divised proceeding instructions have
9/15/2009	FOR					been received. At this time we are
9/15/2009	FOR					reviewing the file. Next follow up
9/15/2009	FOR					9/29/09 . Status: Active, approval
9/15/2009	FOR					09/15/09 - 09:51 - 66081
9/15/2009	FOR					System updated for the following
9/15/2009	FOR					event: User has reprojected the
9/15/2009	FOR					step Judgment Entered to 9/29/2009.

9/15/2009	FOR					Reason: Other. Comments: Please be a
9/15/2009	FOR					09/15/09 - 15:40 - 65557
9/15/2009	FOR					Intercom Message: / Read: 9/15/2009
9/15/2009	FOR					3:39:30 PM / From: Lelli, Robert /
9/15/2009	FOR					To: Leeks, Lawrence; Lelli, Robert;
9/15/2009	FOR					Andrews, Brandi; / CC: Churchwell,
9/15/2009	FOR					09/15/09 - 15:40 - 65557
9/15/2009	FOR					Jessica; / Intercom Type: General
9/15/2009	FOR					Update / Subject: Re: Re: Re:
9/15/2009	FOR					Re: Re: RE: Client Hold
9/15/2009	FOR					Request..... /
9/15/2009	FOR					09/15/09 - 15:40 - 65557
9/15/2009	FOR					bject: Hold Request /
9/15/2009	FOR					09/15/09 - 15:40 - 65557
9/15/2009	FOR					Intercom Message: / Read: 9/15/2009
9/15/2009	FOR					3:39:30 PM / From: Lelli, Robert /
9/15/2009	FOR					To: Andrews, Brandi; / CC: /
9/15/2009	FOR					Intercom Type: Stop/Hold Action / Su
9/19/2009	PPT					FILE CLOSED (2) COMPLETED 09/19/09
9/19/2009	PPT					PURSUE PROP PRES (1) COMPLETED 09/19/09
9/19/2009	NT	FSV			T:07058	wrking flwup field queue task see loan fell into
9/19/2009	NT	FSV			T:07058	queue *** see prop occp per insptn rslt *** clsing
9/19/2009	NT	FSV			T:07058	prop pres vi-ia x4706
9/21/2009	D28		0	DT	8	BILLING STATEMENT FROM REPORT R628
9/24/2009	DM				T:31241	TT. B1. VAI. ADV LC, CR, TAD. ADV ON FCL, NO SALE
9/24/2009	DM				T:31241	DATE. ADV ON
9/24/2009	DM				T:31241	ACTION/RESULT CD CHANGED FROM OAAI TO LMDC
9/24/2009	DM				T:31241	U1 FUNDS. HE WAS SUPPOSED TO HAVE DOCS SENT OUT
9/24/2009	DM				T:31241	FOR PMT ARRANGEMENT, AND WAS ADV WILL HAVE DOCS
9/24/2009	DM				T:31241	SENT OUT. RFD - INJURED, STARTED IN EARLY 2008,
9/24/2009	DM				T:31241	HAS A LONGTERM DISABILITY POLICY, \$250K MON
9/24/2009	DM				T:31241	IMPACT, STILL ON GOING DUE TO DISABILITY.
9/24/2009	DM				T:31241	ACTION/RESULT CD CHANGED FROM OAAI TO OAAI
9/24/2009	DM				T:31241	SHOULD BE RECIEVING APPROX 10-13K PER MONTH AND
9/24/2009	DM				T:31241	WILL BE LONGTERM DISABILITY. HE NEVER RECIEVED FCL
9/24/2009	DM				T:31241	RPP AGREEMENT IN ORDER TO MOVE FORWARD WITH
9/24/2009	DM				T:31241	PULLING FUNDS FROM HIS WIFE ATTY, AND WANTS TO BE
9/24/2009	DM				T:31241	ON TEMP PLAN. ADV
9/24/2009	DM				T:31241	ACTION/RESULT CD CHANGED FROM OAAI TO OAAI
9/24/2009	DM				T:31241	ONLY TEMP PLAN, HOWEVER WILL NEED TO LOOK INTO

9/24/2009	DM					T:31241	PERM MOD. PER SUPER CANNOT SETUP ON AMT HE WAS
9/24/2009	DM					T:31241	QUOTED DUE TO ESCROW CHANGE, CAN ONLY SETUP ON
9/24/2009	DM					T:31241	7957.82. ADV ON THIS AND HE WANTED AGREEMENT FROM
9/24/2009	DM					T:31241	PRIOR PLAN, ADV
9/24/2009	DM					T:31241	ACTION/RESULT CD CHANGED FROM OAAI TO OAAI
9/24/2009	DM					T:31241	CANCELLED PLAN, CANNOT SEND OUT AGREEMENT. ADV
9/24/2009	DM					T:31241	WILL HAVE TO HAVE ACTIVE PMT PLAN., HOWEVER DUE TO
9/24/2009	DM					T:31241	SITUATION WILL HAVE TO HAVE PMT MADE IN ORDER TO
9/24/2009	DM					T:31241	JUSTIFY SENDING OUT DOC DUE TO NEEDING FOR MONEY
9/24/2009	DM					T:31241	WITHDRAWEL. ADV WILL SEND OUT WK PACKAGE, AND NEED
9/24/2009	DM					T:31241	BACK ASAP.
9/24/2009	DM					T:31241	DFLT REASON 1 CHANGED TO: CURTAILMENT OF INCOME
9/24/2009	DM					T:31241	ACTION/RESULT CD CHANGED FROM LMDC TO OAAI
9/24/2009	CIT	COL10				T:31241	013 B1 cld, advised will mail financial package
9/24/2009	CIT	COL10				T:31241	information. Provided expectations.
9/24/2009	CIT	COL10				T:31241	012 DONE 09/24/09 BY TLR 31241
9/24/2009	CIT	COL10				T:31241	TSK TYP 155-CC TRACK - LM F
9/24/2009	DM					T:31241	RECIEVED CALL, NO ONE ON LINE, THEN SOMEONE CAME
9/24/2009	DM					T:31241	ON LINE, AND THEN LINE DISCONNECTED.
9/24/2009	DM					T:31241	ACTION/RESULT CD CHANGED FROM LMDC TO LMDC
9/24/2009	NT	LMT				T:20459	cannot reset stop gap, borrower was supposed to
9/24/2009	NT	LMT				T:20459	send in information so we can review mod. borrower
9/24/2009	NT	LMT				T:20459	has yet to send anything in. this was a temp plan
9/24/2009	NT	LMT				T:20459	so that we could get funds.
9/24/2009	DM					T:22659	TT B1. HE ADVISED THAT HE NEVER RECIEVED THE TRIAL
9/24/2009	DM					T:22659	MOD DOCS SO HE NEVER SENT IN THE TRIAL PMNTS.
9/24/2009	DM					T:22659	ASKED IF HE COULD GET TRIAL RE-SET. FORWARDED INFO
9/24/2009	DM					T:22659	TO JEFF WADE. ADVSD OF FCL LATE FEES
9/24/2009	DM					T:22659	AND CREDIT REPORTING. PMCEWEN8746531
9/24/2009	DM					T:22659	ACTION/RESULT CD CHANGED FROM LMDC TO LMDC
9/25/2009	NT	CIT				T:01475	CIT155 - LM Package Sent
9/29/2009	FOR						09/29/09 - 10:09 - 66081
9/29/2009	FOR						System updated for the following
9/29/2009	FOR						event: User has reprojected the
9/29/2009	FOR						step Judgment Entered to
9/29/2009	FOR						10/13/2009. Reason: Other. Comments:
9/29/2009	FOR						09/29/09 - 10:09 - 66081
9/29/2009	FOR						Kindly be advised this file is
9/29/2009	FOR						being reviewed . Status: Active,
9/29/2009	FOR						approval not required.

10/1/2009	FSV		0	00	1	T:00000	INSP TYPE F ORDERED; REQ CD =SCRIPT
10/1/2009	NT	FSV				T:07047	Loan on RESI 2501 report. Ran script to order
10/1/2009	NT	FSV				T:07047	inspection if needed.
10/6/2009	DMD					T:22222	00/00/00 00:00:00
10/6/2009	DMD					T:22222	10/06/09 19:42:53 SIT_TONE
10/6/2009	DMD					T:22222	10/06/09 19:42:23 ANS MACH
10/12/2009	NT	ATTNC				T:26960	ATTNC: F/U attempt on incomplete pkg by
10/12/2009	NT	ATTNC				T:26960	ISGN - 10/07/09
10/12/2009	NT	ATTNC				T:26960	Attempt - Answering Machine - No msg
10/12/2009	NT	ATTNC				T:26960	ATTNC: F/U attempt on incomplete pkg by
10/12/2009	NT	ATTNC				T:26960	ISGN - 10/07/09
10/12/2009	NT	ATTNC				T:26960	Attempt - Answering Machine - No msg
10/12/2009	NT	ATTNC				T:26960	ATTNC: F/U attempt on incomplete pkg by
10/12/2009	NT	ATTNC				T:26960	ISGN - 10/07/09
10/12/2009	NT	ATTNC				T:26960	Attempt - Answering Machine - No msg
10/12/2009	NT	ATTNC				T:26960	ATTNC: F/U attempt on incomplete pkg by
10/12/2009	NT	ATTNC				T:26960	ISGN - 10/07/09
10/12/2009	NT	ATTNC				T:26960	Attempt - Answering Machine - No msg
10/12/2009	OL		0	26	5		WDOYDEF - VACANT PROPERTY
10/12/2009	PPT						m
10/12/2009	PPT						TASK:0002-FSV-CHANGD FUPDT 04/12/10
10/12/2009	PPT						PURSUE PROP PRES (1) COMPLETED 10/12/09
10/12/2009	NT	FSV				T:11955	rec vac log, r2p 10/10, fs Edgar 856-235-0101, utl
10/12/2009	NT	FSV				T:11955	off, in fcl, sending letter, ordering int sec
10/12/2009	NT	FSV				T:11955	eh ia 4639
10/13/2009	FSV		0	00	1	T:00000	INSP TP F RESULTS RCVD; ORD DT=10/01/09
10/13/2009	FOR						10/13/09 - 11:44 - 45668
10/13/2009	FOR						Sent follow up for status of loan.
10/13/2009	FOR						Next follow up 10/20/09
10/13/2009	FOR						Status: Active, approval not
10/13/2009	FOR						required.
10/13/2009	FOR						10/13/09 - 11:44 - 45668
10/13/2009	FOR						System updated for the following
10/13/2009	FOR						event: User has reprojected the
10/13/2009	FOR						step Judgment Entered to
10/13/2009	FOR						10/20/2009. Reason: Other. Comments:
10/14/2009	ITR						
10/14/2009	NT	ATTNC				T:26960	ATTNC: F/U attempt on incomplete pkg by
10/14/2009	NT	ATTNC				T:26960	ISGN - 10/08/09
10/14/2009	NT	ATTNC				T:26960	Attempt - Answering Machine - No msg

10/14/2009	NT	ATTNC				T:26960	ATTNC: F/U attempt on incomplete pkg by
10/14/2009	NT	ATTNC				T:26960	ISGN - 10/08/09
10/14/2009	NT	ATTNC				T:26960	Attempt - Answering Machine - No msg
10/14/2009	NT	ATTNC				T:26960	ATTNC: F/U attempt on incomplete pkg by
10/14/2009	NT	ATTNC				T:26960	ISGN - 10/08/09
10/14/2009	NT	ATTNC				T:26960	Attempt - Answering Machine - No msg
10/14/2009	NT	ATTNC				T:26960	ATTNC: F/U attempt on incomplete pkg by
10/14/2009	NT	ATTNC				T:26960	ISGN - 10/08/09
10/14/2009	NT	ATTNC				T:26960	Attempt - Answering Machine - No msg
10/15/2009	NT	ATTNC				T:26960	ATTNC: F/U attempt on incomplete pkg by
10/15/2009	NT	ATTNC				T:26960	ISGN - 10/09/09
10/15/2009	NT	ATTNC				T:26960	Attempt - Answering Machine - No msg
10/15/2009	NT	ATTNC				T:26960	ATTNC: F/U attempt on incomplete pkg by
10/15/2009	NT	ATTNC				T:26960	ISGN - 10/09/09
10/15/2009	NT	ATTNC				T:26960	Attempt - Answering Machine - No msg
10/16/2009	CBR		0	00	1	T:00000	CR BUR RPT STATUS=N;EXPIRE DT = 12/03/09
10/19/2009	NT	ATTNC				T:26960	ATTNC: F/U attempt on incomplete pkg by
10/19/2009	NT	ATTNC				T:26960	ISGN - 10/15/09
10/19/2009	NT	ATTNC				T:26960	Attempt - No Answer/No Contact
10/19/2009	NT	ATTNC				T:26960	ATTNC: F/U attempt on incomplete pkg by
10/19/2009	NT	ATTNC				T:26960	ISGN - 10/15/09
10/19/2009	NT	ATTNC				T:26960	Attempt - No Answer/No Contact
10/19/2009	NT	ATTNC				T:26960	ATTNC: F/U attempt on incomplete pkg by
10/19/2009	NT	ATTNC				T:26960	ISGN - 10/15/09
10/19/2009	NT	ATTNC				T:26960	Attempt - No Answer/No Contact
10/19/2009	NT	ATTNC				T:26960	ATTNC: F/U attempt on incomplete pkg by
10/19/2009	NT	ATTNC				T:26960	ISGN - 10/15/09
10/19/2009	NT	ATTNC				T:26960	Attempt - No Answer/No Contact
10/19/2009	CIT	COL10				T:15638	014 new cit 830 please cancel prop pres wo order
10/19/2009	CIT	COL10				T:15638	borrwr stated the prop is now owner occupied
10/19/2009	CIT	COL10				T:15638	and being maintained. util are on. klofton2461
10/19/2009	DM					T:15638	TT B1 VI ADV OF TAD LATE FEES AND CBR ADV OF FC,
10/19/2009	DM					T:15638	STATED PROP IS NOT VACANT AND HAS MOVED BACK INTO
10/19/2009	DM					T:15638	PROP WANTS TO PURSUE LOAN MOD AND PLANS TO
10/19/2009	DM					T:15638	COMPLETE WO PACKAGE DID NOT OFFER STOP GAP AS
10/19/2009	DM					T:15638	PREVIOUS NOTE STATED CNT RESET STOP GAP AS WE'VE
10/19/2009	DM					T:15638	BEEN WAITING FOR WO PACKAGE KLOFTON2461
10/19/2009	DM					T:15638	ACTION/RESULT CD CHANGED FROM LMDC TO LMDC
10/19/2009	NT	ATTNC				T:26958	ATTNC:F/U attempt on incomplete pkg by
10/19/2009	NT	ATTNC				T:26958	ISGN - 10/14/09

10/19/2009	NT	ATTNC				T:26958	Attempt - No Answer/No Contact
10/19/2009	NT	ATTNC				T:26958	ATTNC:F/U attempt on incomplete pkg by
10/19/2009	NT	ATTNC				T:26958	ISGN - 10/13/09
10/19/2009	NT	ATTNC				T:26958	Attempt - No Answer/No Contact
10/19/2009	NT	ATTNC				T:26958	ATTNC:F/U attempt on incomplete pkg by
10/19/2009	NT	ATTNC				T:26958	ISGN - 10/13/09
10/19/2009	NT	ATTNC				T:26958	Attempt - No Answer/No Contact
10/19/2009	NT	ATTNC				T:26958	ATTNC:F/U attempt on incomplete pkg by
10/19/2009	NT	ATTNC				T:26958	ISGN - 10/13/09
10/19/2009	NT	ATTNC				T:26958	Attempt - No Answer/No Contact
10/20/2009	FOR						10/20/09 - 13:17 - 66081
10/20/2009	FOR						dvised that updated figures have
10/20/2009	FOR						been requested so we can proceed
10/20/2009	FOR						with preparing COP. . Status:
10/20/2009	FOR						Active, approval not required.
10/20/2009	FOR						10/20/09 - 13:17 - 66081
10/20/2009	FOR						System updated for the following
10/20/2009	FOR						event: User has reprojected the
10/20/2009	FOR						step Judgment Entered to 11/3/2009.
10/20/2009	FOR						Reason: Other. Comments: Kindly be a
10/20/2009	NT	ATTNC				T:26958	ATTNC:F/U attempt on incomplete pkg by
10/20/2009	NT	ATTNC				T:26958	ISGN - 10/16/09
10/20/2009	NT	ATTNC				T:26958	Attempt - No Answer/No Contact
10/20/2009	NT	ATTNC				T:26958	ATTNC:F/U attempt on incomplete pkg by
10/20/2009	NT	ATTNC				T:26958	ISGN - 10/16/09
10/20/2009	NT	ATTNC				T:26958	Attempt - No Answer/No Contact
10/20/2009	NT	ATTNC				T:26958	ATTNC:F/U attempt on incomplete pkg by
10/20/2009	NT	ATTNC				T:26958	ISGN - 10/16/09
10/20/2009	NT	ATTNC				T:26958	Attempt - No Answer/No Contact
10/20/2009	NT	ATTNC				T:26958	ATTNC:F/U attempt on incomplete pkg by
10/20/2009	NT	ATTNC				T:26958	ISGN - 10/16/09
10/20/2009	NT	ATTNC				T:26958	Attempt - No Answer/No Contact
10/20/2009	NT	FSVS				T:07058	clsing cit830 advsing: please cancel prop pres wo
10/20/2009	NT	FSVS				T:07058	order borrrr stated the prop is now owner occupied
10/20/2009	NT	FSVS				T:07058	and being maintained. util are on. klofton2461 ...
10/20/2009	NT	FSVS				T:07058	xncld int secure vi-ia x4706
10/20/2009	CIT	COL40				T:07058	014 DONE 10/20/09 BY TLR 07058
10/20/2009	CIT	COL40				T:07058	TSK TYP 830-CANCEL PRESERVA
10/20/2009	CIT	COL40				T:07058	014 clsing cit830 advsing: please cancel prop pres
10/20/2009	CIT	COL40				T:07058	wo order borrrr stated the prop is now owner

10/20/2009	CIT	COL40				T:07058	occupied and being maintained. util are on.
10/20/2009	CIT	COL40				T:07058	klofton2461 ... cncl int secure vi-ia
10/20/2009	CIT	COL40				T:07058	x4706
10/20/2009	D28		0	DT	8		FORCED BILLING STATEMENT FROM REPORT R628
10/21/2009	NT	ATTNC				T:26960	ATTNC: F/U attempt on incomplete pkg by
10/21/2009	NT	ATTNC				T:26960	ISGN - 10/19/09
10/21/2009	NT	ATTNC				T:26960	Attempt - Answering Machine - No msg
10/21/2009	NT	ATTNC				T:26960	ATTNC: F/U attempt on incomplete pkg by
10/21/2009	NT	ATTNC				T:26960	ISGN - 10/19/09
10/21/2009	NT	ATTNC				T:26960	Attempt - Answering Machine - No msg
10/21/2009	NT	ATTNC				T:26960	ATTNC: F/U attempt on incomplete pkg by
10/21/2009	NT	ATTNC				T:26960	ISGN - 10/19/09
10/21/2009	NT	ATTNC				T:26960	Attempt - Answering Machine - No msg
10/21/2009	NT	ATTNC				T:26960	ATTNC: F/U attempt on incomplete pkg by
10/21/2009	NT	ATTNC				T:26960	ISGN - 10/19/09
10/21/2009	NT	ATTNC				T:26960	Attempt - Answering Machine - No msg
10/21/2009	NT	ATTNC				T:26960	ATTNC: F/U attempt on incomplete pkg by
10/21/2009	NT	ATTNC				T:26960	ISGN - 10/19/09
10/21/2009	NT	ATTNC				T:26960	Attempt - Answering Machine - No msg
10/21/2009	NT	ATTNC				T:26960	ATTNC: F/U attempt on incomplete pkg by
10/21/2009	NT	ATTNC				T:26960	ISGN - 10/19/09
10/21/2009	NT	ATTNC				T:26960	Attempt - Answering Machine - No msg
10/21/2009	NT	ATTNC				T:26960	ATTNC: F/U attempt on incomplete pkg by
10/21/2009	NT	ATTNC				T:26960	ISGN - 10/19/09
10/21/2009	NT	ATTNC				T:26960	Attempt - Answering Machine - No msg
10/21/2009	NT	ATTNC				T:26960	ATTNC: F/U attempt on incomplete pkg by
10/21/2009	NT	ATTNC				T:26960	ISGN - 10/19/09
10/21/2009	NT	ATTNC				T:26960	Attempt - Answering Machine - No msg
10/21/2009	NT	ATTNC				T:26960	ATTNC: F/U attempt on incomplete pkg by
10/21/2009	NT	ATTNC				T:26960	ISGN - 10/19/09
10/21/2009	NT	ATTNC				T:26960	Attempt - Answering Machine - No msg
10/21/2009	NT	ATTNC				T:26960	ATTNC: F/U attempt on incomplete pkg by
10/21/2009	NT	ATTNC				T:26960	ISGN - 10/19/09
10/21/2009	NT	ATTNC				T:26960	Attempt - Answering Machine - No msg
10/21/2009	NT	ATTNC				T:26958	ATTNC: F/U attempt on incomplete pkg by
10/21/2009	NT	ATTNC				T:26958	ISGN - 10/19/09
10/21/2009	NT	ATTNC				T:26958	Attempt - No Answer/No Contact
10/21/2009	NT	ATTNC				T:26958	ATTNC: F/U attempt on incomplete pkg by
10/21/2009	NT	ATTNC				T:26958	ISGN - 10/19/09
10/21/2009	NT	ATTNC				T:26958	Attempt - No Answer/No Contact

10/21/2009	NT	ATTNC				T:26958	ATTNC:F/U attempt on incomplete pkg by
10/21/2009	NT	ATTNC				T:26958	ISGN - 10/19/09
10/21/2009	NT	ATTNC				T:26958	Attempt - No Answer/No Contact
10/21/2009	NT	ATTNC				T:26958	ATTNC:F/U attempt on incomplete pkg by
10/21/2009	NT	ATTNC				T:26958	ISGN - 10/19/09
10/21/2009	NT	ATTNC				T:26958	Attempt - No Answer/No Contact
10/21/2009	NT	ATTNC				T:26958	ATTNC:F/U attempt on incomplete pkg by
10/21/2009	NT	ATTNC				T:26958	ISGN - 10/19/09
10/21/2009	NT	ATTNC				T:26958	Attempt - No Answer/No Contact
10/21/2009	NT	ATTNC				T:26958	ATTNC:F/U attempt on incomplete pkg by
10/21/2009	NT	ATTNC				T:26958	ISGN - 10/19/09
10/21/2009	NT	ATTNC				T:26958	Attempt - No Answer/No Contact
10/21/2009	NT	ATTNC				T:26958	ATTNC:F/U attempt on incomplete pkg by
10/21/2009	NT	ATTNC				T:26958	ISGN - 10/19/09
10/21/2009	NT	ATTNC				T:26958	Attempt - No Answer/No Contact
10/26/2009	DMD					T:22222	10/26/09 08:53:58 ANS MACH
10/26/2009	DMD					T:22222	10/24/09 15:01:22 SIT_TONE
10/26/2009	DMD					T:22222	10/24/09 14:59:43 ANS MACH
10/27/2009	DMD					T:22222	00/00/00 00:00:00
10/27/2009	DMD					T:22222	10/27/09 08:57:12 SIT_TONE
10/27/2009	DMD					T:22222	10/27/09 08:56:07 ANS MACH
10/28/2009	DMD					T:22222	00/00/00 00:00:00
10/28/2009	DMD					T:22222	10/28/09 08:35:14 SIT_TONE
10/28/2009	DMD					T:22222	10/28/09 08:34:17 ANS MACH
10/28/2009	PPT						monitor
10/28/2009	PPT						TASK:9000-FSV-CHANGD FUPDT 11/20/09
10/29/2009	DMD					T:22222	00/00/00 00:00:00
10/29/2009	DMD					T:22222	10/29/09 08:35:15 SIT_TONE
10/29/2009	DMD					T:22222	10/29/09 08:34:20 ANS MACH
10/29/2009	DM					T:01288	IB CALL WRNG DEPARTMENT HE ENTERED NO INFO NEED TO
10/29/2009	DM					T:01288	TO TOLOSS MIT GAVE INFO
10/29/2009	DM					T:01288	ACTION/RESULT CD CHANGED FROM LMDC TO RCDC
11/2/2009	FSV		0	00	1	T:00000	INSP TYPE F ORDERED; REQ CD =AUTO DELQ
11/3/2009	FOR						11/03/09 - 12:40 - 66081
11/3/2009	FOR						Kindly be advised that we are
11/3/2009	FOR						preparing FJ Figures at this time.
11/3/2009	FOR						Status: Active, approval not

11/3/2009	FOR						required.	
11/3/2009	FOR						11/03/09 - 12:40 - 66081	
11/3/2009	FOR						System updated for the following	
11/3/2009	FOR						event: User has reprojected the	
11/3/2009	FOR						step Judgment Entered to	
11/3/2009	FOR						11/17/2009. Reason: Other. Comments:	
11/11/2009	FSV		0	00	1	T:00000	INSP TP F RESULTS RCVD,	ORD DT=11/02/09
11/13/2009	DMD					T:22222	00/00/00 00:00:00	
11/13/2009	DMD					T:22222	11/13/09 09:51:42 SIT_TONE	
11/13/2009	DMD					T:22222	11/13/09 09:50:00 ANS MACH	
11/13/2009	CBR		0	00	1	T:00000	CR BUR RPT STATUS=N;EXPIRE DT = 12/03/09	
11/16/2009	DMD					T:22222	11/16/09 19:04:16 ANS MACH	
11/16/2009	DMD					T:22222	11/14/09 08:23:31 INCOMPLETE	
11/16/2009	DMD					T:22222	11/14/09 08:23:08 ANS MACH	
11/16/2009	FOR						11/16/09 - 16:40 - 89486	
11/16/2009	FOR						Process opened 11/16/2009 by user	
11/16/2009	FOR						Stefon Dopwell.	
11/16/2009	FOR						11/16/09 - 16:40 - 89486	
11/16/2009	FOR							
11/16/2009	FOR							
11/16/2009	FOR							
11/16/2009	FOR							
11/16/2009	FOR							
11/16/2009	FOR							
11/16/2009	FOR							
11/16/2009	FOR							
11/16/2009	FOR							
11/16/2009	FOR							
11/16/2009	FOR							
11/16/2009	FOR							
11/16/2009	FOR							
11/16/2009	FOR							
11/16/2009	FOR						User has completed the Upload	
11/16/2009	FOR						Document data form with the	
11/16/2009	FOR						following entries: Select File: ;	
11/16/2009	FOR						102962_cert of proof_11162009.pdf C	
11/16/2009	FOR						11/16/09 - 16:40 - 89486	
11/16/2009	FOR						User has updated the system for the	
11/16/2009	FOR						following event: Upload Document,	
11/16/2009	FOR						completed on 11/16/2009	

11/17/2009	DMD				T:22222	11/17/09 14:22:34 ANS MACH
11/17/2009	DMD				T:22222	11/17/09 08:11:07 SIT_TONE
11/17/2009	DMD				T:22222	11/17/09 08:10:47 ANS MACH
11/17/2009	FOR					11/17/09 - 13:42 - 66081
11/17/2009	FOR					09. . Status: Active, approval
11/17/2009	FOR					not required.
11/17/2009	FOR					11/17/09 - 13:42 - 66081
11/17/2009	FOR					of Cert of proof forwarded for
11/17/2009	FOR					execution on 11/16/09. Once same
11/17/2009	FOR					is executed and returned we can
11/17/2009	FOR					proceed to FJ. Next follow up 12/1/
11/17/2009	FOR					11/17/09 - 13:42 - 66081
11/17/2009	FOR					System updated for the following
11/17/2009	FOR					event: User has reprojected the
11/17/2009	FOR					step Judgment Entered to 12/1/2009.
11/17/2009	FOR					Reason: Other. Comments: Awt receipt
11/17/2009	DM				T:31901	OUT BOUND CALL: LINE IS DISCONNECTED . CGALVAN
11/17/2009	DM				T:31901	ACTION/RESULT CD CHANGED FROM RCDC TO BRIP
11/18/2009	FOR					11/18/09 - 17:11 - 39394
11/18/2009	FOR					Type of document: : CERT OF AMTS
11/18/2009	FOR					DUE Comment: :
11/18/2009	FOR					11/18/09 - 17:11 - 39394
11/18/2009	FOR					User has completed the Document
11/18/2009	FOR					Execution data form with the
11/18/2009	FOR					following entries: Document
11/18/2009	FOR					Execution: : Printed for Execution
11/18/2009	FOR					11/18/09 - 17:11 - 39394
11/18/2009	FOR					User has updated the system for the
11/18/2009	FOR					following event: Document
11/18/2009	FOR					Execution, completed on 11/18/2009
11/18/2009	FOR					11/18/09 - 17:11 - 39394
11/18/2009	FOR					Process opened 11/18/2009 by user
11/18/2009	FOR					Shirley Eads.
11/19/2009	DMD				T:22222	00/00/00 00:00:00
11/19/2009	DMD				T:22222	11/19/09 08:46:57 79
11/19/2009	DMD				T:22222	11/19/09 08:45:39 ANS MACH
11/19/2009	ET		0	00	0	10200 AMORT FEE PAYMENT ASSESSMENT 11/19
11/19/2009	FOR					11/19/09 - 13:15 - 64023
11/19/2009	FOR					User has completed the Document
11/19/2009	FOR					Type Returned to Attorney data form

11/19/2009	FOR					with the following entries: Type
11/19/2009	FOR					of Document: : cert sent on 11/20/09
11/19/2009	FOR					11/19/09 - 13:15 - 64023
11/19/2009	FOR					oClose from DDF
11/19/2009	FOR					11/19/09 - 13:15 - 64023
11/19/2009	FOR					User has updated the system for the
11/19/2009	FOR					following event: Doc
11/19/2009	FOR					Executed/Notarized and Sent to
11/19/2009	FOR					Attorney, completed on 11/19/2009Aut
11/19/2009	D28		0	DT	8	BILLING STATEMENT FROM REPORT R628
11/20/2009	DMD					T:22222 00/00/00 00:00:00
11/20/2009	DMD					T:22222 11/20/09 09:21:51 INCOMPLETE
11/20/2009	DMD					T:22222 11/20/09 09:19:19 ANS MACH
11/20/2009	NT					T:01755 7409.00 REVERSED-MISAPPLIED
11/21/2009	DM					T:31901 OUT BOUND CALL: LINE IS DISCONNECTED . CGALVAN
11/21/2009	DM					T:31901 ACTION/RESULT CD CHANGED FROM BRIP TO BRIP
11/23/2009	DMD					T:22222 11/23/09 16:18:29 ANS MACH
11/23/2009	DMD					T:22222 11/21/09 14:40:17 SIT_TONE
11/23/2009	DMD					T:22222 11/21/09 14:39:13 ANS MACH
11/23/2009	DM					T:31949 LINE DISC'D...SBARNER X6652
11/23/2009	DM					T:31949 ACTION/RESULT CD CHANGED FROM BRIP TO BRIP
11/23/2009	PPT					FILE CLOSED (2) COMPLETED 11/23/09
11/23/2009	NT	FSV				T:19551 prop occ closing pp tracking
11/24/2009	DMD					T:22222 00/00/00 00:00:00
11/24/2009	DMD					T:22222 11/24/09 09:15:24 INCOMPLETE
11/24/2009	DMD					T:22222 11/24/09 09:15:02 ANS MACH
11/27/2009	DMD					T:22222 00/00/00 00:00:00
11/27/2009	DMD					T:22222 11/27/09 07:34:51 SIT_TONE
11/27/2009	DMD					T:22222 11/27/09 07:34:10 ANS MACH
11/28/2009	DM					T:20101 RMVD # 609.560.6872, DISCONNECTED. JWALKER4/6931
11/28/2009	DM					T:20101 ACTION/RESULT CD CHANGED FROM BRIP TO BRIP
12/1/2009	FOR					12/01/09 - 11:34 - 66081
12/1/2009	FOR					System updated for the following
12/1/2009	FOR					event: User has reprojected the
12/1/2009	FOR					step Judgment Entered to
12/1/2009	FOR					12/15/2009. Reason: Other. Comments:
12/1/2009	FOR					12/01/09 - 11:34 - 66081
12/1/2009	FOR					
12/1/2009	FOR					
12/1/2009	FOR					

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12/1/2009	FOR						Status: Activ
12/1/2009	FOR						12/01/09 - 11:34 - 66081
12/1/2009	FOR						e, approval not required.
12/2/2009	DM					T:00000	EARLY IND: SCORE 137 MODEL EIFRC
12/2/2009	FSV		0	00	1	T:00000	INSP TYPE F ORDERED; REQ CD =AUTO DELQ
12/3/2009	DMD					T:22222	00/00/00 00:00:00
12/3/2009	DMD					T:22222	00/00/00 00:00:00
12/3/2009	DMD					T:22222	12/03/09 11:05:05 ANS MACH
12/4/2009	DMD					T:22222	00/00/00 00:00:00
12/4/2009	DMD					T:22222	00/00/00 00:00:00
12/4/2009	DMD					T:22222	12/04/09 19:15:11 ANS MACH
12/7/2009	DMD					T:22222	00/00/00 00:00:00
12/7/2009	DMD					T:22222	12/07/09 16:06:14 ANS MACH
12/7/2009	DMD					T:22222	12/05/09 09:33:11 ANS MACH
12/8/2009	DMD					T:22222	00/00/00 00:00:00
12/8/2009	DMD					T:22222	00/00/00 00:00:00
12/8/2009	DMD					T:22222	12/08/09 09:11:31 ANS MACH
12/10/2009	DMD					T:22222	00/00/00 00:00:00
12/10/2009	DMD					T:22222	00/00/00 00:00:00
12/10/2009	DMD					T:22222	12/10/09 09:06:44 ANS MACH
12/11/2009	CBR		0	00	1	T:00000	CR BUR RPT STATUS=N;EXPIRE DT = 12/03/09
12/15/2009	FOR						12/15/09 - 16:36 - 66081
12/15/2009	FOR						al not required.
12/15/2009	FOR						12/15/09 - 16:36 - 66081
12/15/2009	FOR						
12/15/2009	FOR						
12/15/2009	FOR						Status: Active, approv
12/15/2009	FOR						12/15/09 - 16:36 - 66081
12/15/2009	FOR						System updated for the following
12/15/2009	FOR						event: User has reprojected the
12/15/2009	FOR						step Judgment Entered to
12/15/2009	FOR						12/29/2009. Reason: Other. Comments:
12/16/2009	DMD					T:22222	00/00/00 00:00:00
12/16/2009	DMD					T:22222	00/00/00 00:00:00
12/16/2009	DMD					T:22222	12/16/09 09:55:33 ANS MACH
12/16/2009	FSV		0	00	1	T:00000	INSP TP F RESULTS RCVD; ORD DT=12/02/09
12/17/2009	DMD					T:22222	00/00/00 00:00:00
12/17/2009	DMD					T:22222	12/17/09 19:21:46 ANS MACH
12/17/2009	DMD					T:22222	12/17/09 08:15:08 ANS MACH

12/17/2009	PPT					FILE CLOSED (2) COMPLETED 12/17/09
12/18/2009	DMD				T:22222	00/00/00 00:00:00
12/18/2009	DMD				T:22222	00/00/00 00:00:00
12/18/2009	DMD				T:22222	12/18/09 09:36:00 ANS MACH
12/21/2009	D28		0	DT	8	BILLING STATEMENT FROM REPORT R628
12/23/2009	DMD				T:22222	00/00/00 00:00:00
12/23/2009	DMD				T:22222	00/00/00 00:00:00
12/23/2009	DMD				T:22222	12/23/09 09:39:33 ANS MACH
12/24/2009	DMD				T:22222	12/24/09 12:58:35 ANS MACH
12/24/2009	DMD				T:22222	12/24/09 09:01:55 ANS MACH
12/24/2009	DMD				T:22222	12/24/09 07:33:01 ANS MACH
12/29/2009	FOR					12/29/09 - 16:23 - 66081
12/29/2009	FOR					
12/29/2009	FOR					
12/29/2009	FOR					
12/29/2009	FOR					12/29/09 - 16:23 - 66081
12/29/2009	FOR					System updated for the following
12/29/2009	FOR					event: User has reprojected the
12/29/2009	FOR					step Judgment Entered to 1/12/2010.
12/29/2009	FOR					Reason: Other. Comments: Kindly be
12/29/2009	FOR					12/29/09 - 16:21 - 66081
12/29/2009	FOR					ctive, approval not required.
12/29/2009	FOR					12/29/09 - 16:21 - 66081
12/29/2009	FOR					
12/29/2009	FOR					
12/29/2009	FOR					
12/29/2009	FOR					12/29/09 - 16:21 - 66081
12/29/2009	FOR					System updated for the following
12/29/2009	FOR					event: User has reprojected the
12/29/2009	FOR					step Judgment Entered to 1/19/2010.
12/29/2009	FOR					Reason: Other. Comments: Please be a
12/30/2009	DMD				T:22222	00/00/00 00:00:00
12/30/2009	DMD				T:22222	00/00/00 00:00:00
12/30/2009	DMD				T:22222	12/30/09 09:40:54 ANS MACH
12/30/2009	ITR					
12/31/2009	DMD				T:22222	00/00/00 00:00:00
12/31/2009	DMD				T:22222	00/00/00 00:00:00
12/31/2009	DMD				T:22222	12/31/09 16:50:37 ANS MACH

REDACTED

1/1/2010	FSV		0	00	1	T:00000	INSP TYPE F ORDERED; REQ CD =AUTO DELQ
1/4/2010	DM					T:00000	EARLY IND: SCORE 137 MODEL EIFRC
1/5/2010	NT	ACQ				T:25101	TILA Letter Mailed
1/6/2010	CIT	TAX60				T:30395	015 New CIT# 561 - FA reporting delinquent taxes
1/6/2010	CIT	TAX60				T:30395	for MOORESTOWN TOWNSHIP , Parcel# 03803.0000
1/6/2010	CIT	TAX60				T:30395	00002.0000 for the 02/10/10 instalment.
1/6/2010	CIT	TAX60				T:30395	Please research and pay all delinquent taxes.
1/6/2010	CIT	TAX60				T:30395	Allowing current taxes to pay on TAR.
1/8/2010	DMD					T:22222	00/00/00 00:00:00
1/8/2010	DMD					T:22222	00/00/00 00:00:00
1/8/2010	DMD					T:22222	01/08/10 10:13:54 ANS MACH
1/12/2010	FOR						01/12/10 - 07:59 - 10813
1/12/2010	FOR						divided we have to prepare a
1/12/2010	FOR						vicinage motion to resolve an AOM
1/12/2010	FOR						issue-next f/u 1/26/10 . Status:
1/12/2010	FOR						Active, approval not required.
1/12/2010	FOR						01/12/10 - 07:59 - 10813
1/12/2010	FOR						System updated for the following
1/12/2010	FOR						event: User has reprojected the
1/12/2010	FOR						step Judgment Entered to 1/26/2010.
1/12/2010	FOR						Reason: Other. Comments: Kindly be a
1/14/2010	NT	TAX				T:16772	ELD 02/10/10 - CLOSED CIT 561 PER RENEE @
1/14/2010	NT	TAX				T:16772	MOORESTOWN TOWNSHIP; HOMEOWNER TAXES ARE CURREN
1/14/2010	CIT	TAX60				T:16772	015 DONE 01/14/10 BY TLR 16772
1/14/2010	CIT	TAX60				T:16772	TSK TYP 561-1ST AM RQST TO
1/15/2010	CBR		0	00	1	T:00000	FORECLOSURE STARTED
1/15/2010	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
1/18/2010	FSV		0	00	1	T:00000	INSP TP F RESULTS RCVD; ORD DT=01/01/10
1/19/2010	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
1/26/2010	FOR						01/26/10 - 08:21 - 10813
1/26/2010	FOR						d.
1/26/2010	FOR						01/26/10 - 08:21 - 10813
1/26/2010	FOR						
1/26/2010	FOR						
1/26/2010	FOR						
1/26/2010	FOR						01/26/10 - 08:21 - 10813
1/26/2010	FOR						System updated for the following
1/26/2010	FOR						event: User has reprojected the
1/26/2010	FOR						step Judgment Entered to 2/9/2010.

REDACTED

1/26/2010	FOR					Reason: Other. Comments: Kindly be a
2/1/2010	FSV		0	00	1	T:00000 INSP TYPE F ORDERED; REQ CD =AUTO DELQ
2/2/2010	DM					T:00000 EARLY IND: SCORE 121 MODEL EIFRC
2/9/2010	FSV		0	00	1	T:00000 INSP TP F RESULTS RCVD; ORD DT=02/01/10
2/9/2010	FOR					02/09/10 - 07:29 - 10813
2/9/2010	FOR					d.
2/9/2010	FOR					02/09/10 - 07:29 - 10813
2/9/2010	FOR					
2/9/2010	FOR					
2/9/2010	FOR					
2/9/2010	FOR					02/09/10 - 07:29 - 10813
2/9/2010	FOR					System updated for the following
2/9/2010	FOR					event: User has reprojected the
2/9/2010	FOR					step Judgment Entered to 2/19/2010.
2/9/2010	FOR					Reason: Other. Comments: Kindly be a
2/9/2010	PPT					MTR
2/9/2010	PPT					TASK:0002-FSV-CHANGD FUPDT 06/09/10
2/9/2010	PPT					PURSUE PROP PRES (1) COMPLETED 02/09/10
2/9/2010	NT	FSV				T:14212 Rec'd on Vacant log acct in FCL R@P on 02/08/2010
2/9/2010	NT	FSV				T:14212 . Found Vacant/Locked. Not For Sale * Electricity
2/9/2010	NT	FSV				T:14212 Off * Gas Off * Water Off * No Damage Ordered IS
2/9/2010	NT	FSV				T:14212 & sent VL, Last due on-02/01/08 , Last paid
2/9/2010	NT	FSV				T:14212 on-01/04/08** FICH ANJU
2/9/2010	OL		0	26	5	WDOYDEF - VACANT PROPERTY
2/15/2010	DMD					T:22222 00/00/00 00:00:00
2/15/2010	DMD					T:22222 00/00/00 00:00:00
2/15/2010	DMD					T:22222 02/15/10 19:16:48 ANS MACH
2/17/2010	NT	FSV				T:14035 rcvd o/a id# 538802 rep @ prp 02/16/2010
2/17/2010	NT	FSV				T:14035 #1 locksmith 1 @ \$115.00 = \$115.00
2/17/2010	NT	FSV				T:14035 #2 winterize 1 @ \$175.00 = \$175.00
2/17/2010	NT	FSV				T:14035 Estimate Total : \$ 290.00
2/17/2010	NT	FSV				T:14035 anand,fich
2/17/2010	PPT					TASK:0002-FSV-CHANGD FUPDT 05/17/10
2/17/2010	PPT					TASK:9000-FSV-CHANGD FUPDT 03/02/10
2/17/2010	NT	FSV				T:12107 working oa 538802.
2/17/2010	NT	FSV				T:12107 aprvd line 1 > Locksmith needed to change
2/17/2010	NT	FSV				T:12107 electronic lock to secure with 35241 knoblock
2/17/2010	NT	FSV				T:12107 \$115.00
2/17/2010	NT	FSV				T:12107 aprvd line 2 > WINT very large home 3 zones approx

REDACTED

2/17/2010	NT	FSV				T:12107	6000 square feet \$175.00.
2/17/2010	NT	FSV				T:12107	total aprvd \$290.00
2/17/2010	NT	FSV				T:12107	no denied lines
2/17/2010	NT	FSV				T:12107	updt'd tsk's
2/17/2010	NT	FSV				T:12107	mrtr
2/17/2010	NT	FSV				T:12107	mjuw tx 3627
2/19/2010	FOR						02/19/10 - 08:19 - 10949
2/19/2010	FOR						d.
2/19/2010	FOR						02/19/10 - 08:19 - 10949
2/19/2010	FOR						
2/19/2010	FOR						
2/19/2010	FOR						
2/19/2010	FOR						
2/19/2010	FOR						02/19/10 - 08:19 - 10949
2/19/2010	FOR						System updated for the following
2/19/2010	FOR						event: User has reprojected the
2/19/2010	FOR						step Judgment Entered to 3/4/2010.
2/19/2010	FOR						Reason: Other. Comments: Kindly be a
2/19/2010	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
2/23/2010	CBR		0	00	1	T:00000	FORECLOSURE STARTED
2/23/2010	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
2/25/2010	FSV		0	00	1	T:00000	INSP TYPE R ORDERED; REQ CD =1150
2/25/2010	NT	FSV				T:14855	*CONTD*just electronic lock removed from door per
2/25/2010	NT	FSV				T:14855	bid. Sump pump present and rep bid to keep
2/25/2010	NT	FSV				T:14855	electric on so it will work, very high value home.
2/25/2010	NT	FSV				T:14855	FICH RAVI
2/25/2010	NT	FSV				T:14855	MCR JB #_861468_FROM_Estimate Approval
2/25/2010	NT	FSV				T:14855	ORD_02/17/10_CMPLTD_02/23/10_RECVD_02/25/10
2/25/2010	NT	FSV				T:14855	UTIL_OFF_GAS_OFF_ELEC_ON_SUMPPUMP_ON
2/25/2010	NT	FSV				T:14855	DMGS_NO_AMT_NO
2/25/2010	NT	FSV				T:14855	L/DRAFT_NO_O/A TO FLLW_NO
2/25/2010	NT	FSV				T:14855	WORK CMPLTD_Rep changed lock and winterized
2/25/2010	NT	FSV				T:14855	REP COMMENTS_all per bid approval. No deadbolt
2/26/2010	PPT						TASK:0002-FSV-CHANGD FUPDT 05/26/10
2/26/2010	PPT						TASK:9000-FSV-CHANGD FUPDT 03/26/10
2/26/2010	PPT						CV ID# 538802 - NJ (9002) COMPLETED 02/26/10
2/26/2010	NT	FSV				T:12107	MCR JB #_861468_FROM_Estimate Approval.
2/26/2010	NT	FSV				T:12107	Emailed Bbrown to xfr electric to GMAC name as it
2/26/2010	NT	FSV				T:12107	is already on and sump pump is operational and ON.
2/26/2010	NT	FSV				T:12107	no dmg

REDACTED

2/26/2010	NT	FSV				T:12107	no l/d needed
2/26/2010	NT	FSV				T:12107	upd tsks
2/26/2010	NT	FSV				T:12107	mtr
2/26/2010	NT	FSV				T:12107	mjlw tx 3627
3/1/2010	LMT						LMT BPO/APPRaisal REC ADDED
3/1/2010	FSV		0	0	0	T:04895	INSP TP R RESULTS RCVD; ORD DT=02/25/10
3/2/2010	DM					T:00000	EARLY IND: SCORE 101 MODEL EIFRC
3/3/2010	FSV		0	00	1	T:00000	INSP TYPE F ORDERED; REQ CD =SCRIPT
3/3/2010	NT	FSV				T:20110	Loan on RESI 2501 rpt. Ran script to order
3/3/2010	NT	FSV				T:20110	inspections if needed
3/4/2010	FOR						03/04/10 - 11:18 - 10813
3/4/2010	FOR						d.
3/4/2010	FOR						03/04/10 - 11:18 - 10813
3/4/2010	FOR						
3/4/2010	FOR						
3/4/2010	FOR						
3/4/2010	FOR						
3/4/2010	FOR						03/04/10 - 11:18 - 10813
3/4/2010	FOR						System updated for the following
3/4/2010	FOR						event: User has reprojected the
3/4/2010	FOR						step Judgment Entered to 3/18/2010.
3/4/2010	FOR						Reason: Other. Comments: Kindly be a
3/12/2010	CBR		0	00	1	T:00000	FORECLOSURE STARTED
3/12/2010	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
3/16/2010	NT	UTIL				T:03121	Called PSEG on 3/2, spk w/Ms Freeman. They are
3/16/2010	NT	UTIL				T:03121	saying they wanted the past due bill paid before
3/16/2010	NT	UTIL				T:03121	they will turn on electric. Asked to spk w/sup but
3/16/2010	NT	UTIL				T:03121	never got a call back. bjbrown tx 4930
3/17/2010	DMD					T:22222	00/00/00 00:00:00
3/17/2010	DMD					T:22222	00/00/00 00:00:00
3/17/2010	DMD					T:22222	03/17/10 19:36:21 ANS MACH
3/17/2010	FSV		0	00	1	T:00000	INSP TP F RESULTS RCVD; ORD DT=03/03/10
3/18/2010	DMD					T:22222	00/00/00 00:00:00
3/18/2010	DMD					T:22222	00/00/00 00:00:00
3/18/2010	DMD					T:22222	03/18/10 18:04:30 ANS MACH
3/18/2010	FOR						03/18/10 - 08:53 - 10813
3/18/2010	FOR						d.
3/18/2010	FOR						03/18/10 - 08:53 - 10813
3/18/2010	FOR						
3/18/2010	FOR						

REDACTED

3/18/2010	FOR					
3/18/2010	FOR					
3/18/2010	FOR					03/18/10 - 08:53 - 10813
3/18/2010	FOR					System updated for the following
3/18/2010	FOR					event: User has reprojected the
3/18/2010	FOR					step Judgment Entered to 4/1/2010.
3/18/2010	FOR					Reason: Other. Comments: Kindly be a
3/19/2010	D28		0	DT	8	BILLING STATEMENT FROM REPORT R628
3/23/2010	FOR					Per Management updating follow up
3/23/2010	FOR					date
3/23/2010	FOR					TASK:1000-FCL-CHANGD FUPDT 03/18/11
3/24/2010	NT	UTIL			T:03121	xfer elect. spk w/Ms Melbourne @PSEG(800 436
3/24/2010	NT	UTIL			T:03121	7734). turning on elect 3/25/10—they req a M&G
3/24/2010	NT	UTIL			T:03121	between 8-4. They evidently can't turn on elect
3/24/2010	NT	UTIL			T:03121	w/out turning on gas. acct #6914625018. bjbrown tx
3/24/2010	NT	UTIL			T:03121	4930
3/24/2010	NT	UTIL			T:03121	xfer elect, spk w/Ms Melborne, @PSEG(800 436
3/24/2010	NT	UTIL			T:03121	7734).Turning up elect 3/25/10. They need a
3/24/2010	NT	UTIL			T:03121	meet&greet between 9-4.acording to Ms
3/24/2010	NT	UTIL			T:03121	Melbourne they have to turn on both gas &
3/24/2010	NT	UTIL			T:03121	elect—they are tied together. acct #6914625018.
3/24/2010	NT	UTIL			T:03121	bjbrown tx 4930
3/26/2010	PPT					CONV-OA 538802-NJ (9001) COMPLETED 02/17/10
3/29/2010	DMD				T:22222	00/00/00 00:00:00
3/29/2010	DMD				T:22222	00/00/00 00:00:00
3/29/2010	DMD				T:22222	03/26/10 19:49:30 Ans Mach
3/29/2010	DMD				T:22222	00/00/00 00:00:00
3/29/2010	DMD				T:22222	00/00/00 00:00:00
3/29/2010	DMD				T:22222	03/25/10 09:27:24 Ans Mach
3/29/2010	DMD				T:22222	00/00/00 00:00:00
3/29/2010	DMD				T:22222	00/00/00 00:00:00
3/29/2010	DMD				T:22222	03/29/10 17:15:14 ANS MACH
3/30/2010	DMD				T:22222	00/00/00 00:00:00
3/30/2010	DMD				T:22222	00/00/00 00:00:00
3/30/2010	DMD				T:22222	03/30/10 15:50:50 ANS MACH
3/31/2010	DMD				T:22222	00/00/00 00:00:00
3/31/2010	DMD				T:22222	00/00/00 00:00:00
3/31/2010	DMD				T:22222	03/31/10 08:57:27 ANS MACH
3/31/2010	NT	UTIL			T:03121	spk w/PSEG(800 436 7734) and they verified that
3/31/2010	NT	UTIL			T:03121	the electric was turned on 3/25/10. bjbrown tx

REDACTED

3/31/2010	NT	UTIL				T:03121	4930	
4/1/2010	FOR						04/01/10 - 08:33 - 10813	
4/1/2010	FOR							
4/1/2010	FOR							
4/1/2010	FOR							
4/1/2010	FOR							
4/1/2010	FOR						04/01/10 - 08:33 - 10813	
4/1/2010	FOR						System updated for the following	
4/1/2010	FOR						event: User has reprojected the	
4/1/2010	FOR						step Judgment Entered to 4/22/2010.	
4/1/2010	FOR						Reason: Other. Comments: Kindly be a	
4/1/2010	FOR						04/01/10 - 08:33 - 10813	
4/1/2010	FOR						d.	
4/1/2010	NT	FSV				T:14210	not gain entry to the property as our lock is	
4/1/2010	NT	FSV				T:14210	damaged and the securing company that installed	
4/1/2010	NT	FSV				T:14210	the lock did not dismantle the other knob lock. We	
4/1/2010	NT	FSV				T:14210	need approval to change one lock to gain entry.	
4/1/2010	NT	FSV				T:14210	Estimate attached KILARI FICH	
4/1/2010	NT	FSV				T:14210	MCR JB #_401066_FROM_Meet Third Party	
4/1/2010	NT	FSV				T:14210	ORD_03/24/10_CMPLTD_03/29/10_RECVD_04/01/10	
4/1/2010	NT	FSV				T:14210	UTIL_ON_GAS_ON_ELEC_ON_SUMPPUMP_OFF	
4/1/2010	NT	FSV				T:14210	DMGS_NO_AMT_NO	
4/1/2010	NT	FSV				T:14210	L/DRAFT_NO_O/A TO FLLW_YES	
4/1/2010	NT	FSV				T:14210	WORK CMPLTD_Talked with PSE&G they stated	
4/1/2010	NT	FSV				T:14210	REP COMMENTS_all the utilities are on. We could	
4/1/2010	NT	FSV				T:14035	rcvd o/a id# 401066 rep @ prp 03/29/10	
4/1/2010	NT	FSV				T:14035	#1 knob lock 1 @ \$40.00 = \$40.00	
4/1/2010	NT	FSV				T:14035	Estimate Total : \$ 40.00	
4/1/2010	NT	FSV				T:14035	ANAND,FICH	
4/2/2010	DM					T:00000	EARLY IND: SCORE 101 MODEL EIFRC	
4/2/2010	FSV		0	00	1	T:00000	INSP TYPE F ORDERED; REQ CD =AUTO DELQ	
4/2/2010	NT	FSV				T:31317	JB #_401066 no l/d	
4/2/2010	PPT						CV ID# 401066 - NJ (9003) COMPLETED 04/02/10	
4/2/2010	PPT						mtr	
4/2/2010	PPT						TASK:0002-FSV-CHANGD FUPDT 06/11/10	
4/2/2010	PPT						CV-NJ (9000) COMPLETED 04/02/10	
4/2/2010	PPT						PROPERTY WINTERIZED (2501) COMPLETED 02/23/10	
4/2/2010	PPT						VAC-PROPERTY SECURE (501) COMPLETED 02/23/10	
4/7/2010	PPT						GC-START GRASS CUT (3000) COMPLETED 04/07/10	
4/7/2010	PPT						mtr	

REDACTED

4/7/2010	PPT					TASK:3001-FSV-CHANGD FUPDT 04/21/10
4/9/2010	CBR		0	00	1	T:00000 FORECLOSURE STARTED
4/9/2010	CBR		0	00	1	T:00000 DELINQUENT: 180+ DAYS
4/9/2010	NT	FSV				T:26710 Rcvd o/a id # 460474 rep @ prp 04/08/2010
4/9/2010	NT	FSV				T:26710 1 3 overhead garage 1 @ \$120.00 = \$120.00
4/9/2010	NT	FSV				T:26710 Estimate Total : \$ 120.00
4/9/2010	NT	FSV				T:26710 PREM, FICH
4/9/2010	NT	FSV				T:14210 MCR JB # _460474 _FROM _Estimate Approval
4/9/2010	NT	FSV				T:14210 ORD _04/02/10 _CMPLTD _04/08/10 _RECVD _04/09/10
4/9/2010	NT	FSV				T:14210 UTIL _OFF _GAS _ON _ELEC _ON _SUMPPUMP _ON
4/9/2010	NT	FSV				T:14210 DMGS _NO _AMT _NO
4/9/2010	NT	FSV				T:14210 L/DRAFT _NO _O/A TO FLLW _YES
4/9/2010	NT	FSV				T:14210 WORK CMPLTD _Installed 35241 on side door as per
4/9/2010	NT	FSV				T:14210 bid. Electric is on and sump pump is operational.
4/9/2010	NT	FSV				T:14210 Very high end home.
4/9/2010	NT	FSV				T:14210 REP COMMENTS _KILARI FICH
4/13/2010	NT	FSV				T:26710 Rcvd o/a id # 493688 rep @ prp 04/11/2010
4/13/2010	NT	FSV				T:26710 1 Grass Cut Re-Cut 13 @ \$145.00 = \$1,885.00
4/13/2010	NT	FSV				T:26710 Estimate Total : \$ 1,885.00
4/13/2010	NT	FSV				T:26710 PREM, FICH
4/15/2010	NT	UTIL				T:12105 recvd inv from PSE&G. svc date 3/25 to 4/1. amt
4/15/2010	NT	UTIL				T:12105 due \$112.42. cstx4004
4/20/2010	FSV		0	00	1	T:00000 INSP TP F RESULTS RCVD; ORD DT=04/02/10
4/20/2010	FOR					04/20/10 - 13:05 - 10949
4/20/2010	FOR					
4/20/2010	FOR					
4/20/2010	FOR					
4/20/2010	FOR					04/20/10 - 13:05 - 10949
4/20/2010	FOR					System updated for the following
4/20/2010	FOR					event: User has reprojected the
4/20/2010	FOR					step Judgment Entered to 5/13/2010.
4/20/2010	FOR					Reason: Other. Comments: Kindly be a
4/20/2010	FOR					04/20/10 - 13:05 - 10949
4/20/2010	FOR					d.
4/20/2010	D28		0	DT	8	FORCED BILLING STATEMENT FROM REPORT R628
4/21/2010	PPT					CV # 493688 - NJ (9006) COMPLETED 04/21/10
4/21/2010	PPT					CV # 460474 - NJ (9005) COMPLETED 04/21/10
4/21/2010	PPT					mtr
4/21/2010	PPT					TASK:0002-FSV-CHANGD FUPDT 07/11/10

REDACTED

4/21/2010	PPT					mtr
4/21/2010	PPT					TASK:3001-FSV-CHANGD FUPDT 04/25/10
4/23/2010	NT	TAX			T:13202	***S flag reported on TAR: PER FAX FROM HAZLET
4/23/2010	NT	TAX			T:13202	TOWNSHIP FOR PARCEL #03803.0000 00002.0000, THERE
4/23/2010	NT	TAX			T:13202	IS A SEWER LIEN ON PROPERTY. PD TTL LIEN (CERT#
4/23/2010	NT	TAX			T:13202	200935) REDEMPTION IAO \$1659.56 (BREAKDOWN NOT
4/23/2010	NT	TAX			T:13202	PROVDEN) CHARGED ESCROW, GTD 4/30/10 FEDEX
4/23/2010	NT	TAX			T:13202	#446562541822. 2ND QTR TAXES DUE 5/1/10 WERE PD ON
4/23/2010	NT	TAX			T:13202	4/5/10 (TAXES CURRENT) ***
4/27/2010	PPT					mtr
4/27/2010	PPT					TASK:3001-FSV-CHANGD FUPDT 04/28/10
4/27/2010	NT	GCS			T:26711	Fell in Queue 3001 task. acct in fcl last GC done
4/27/2010	NT	GCS			T:26711	on 04/11/2010 lot size 150x100 YMC in process,
4/27/2010	NT	GCS			T:26711	waiting for results, Malleswari, fich
4/27/2010	NT	FSV			T:26711	Fell in Queue 3001 task. acct in fcl last GC done
4/27/2010	NT	FSV			T:26711	on 04/11/2010 lot size 150x100 YMC in process,
4/27/2010	NT	FSV			T:26711	waiting for results, Malleswari, fich
4/29/2010	NT	FSV			T:14210	MCR JB #_877570_FROM_Estimate Approval
4/29/2010	NT	FSV			T:14210	ORD_04/21/10_CMPLTD_04/27/10_RECVD_04/29/10
4/29/2010	NT	FSV			T:14210	UTIL_OFF_GAS_ON_ELEC_ON_SUMPPUMP_ON
4/29/2010	NT	FSV			T:14210	DMGS_NO_AMT_NO
4/29/2010	NT	FSV			T:14210	L/DRAFT_NO_O/A TO FLLW_NO
4/29/2010	NT	FSV			T:14210	WORK CMPLTD_Installed A389 locks on 3
4/29/2010	NT	FSV			T:14210	overhead garage doors as per bid.
4/29/2010	NT	FSV			T:14210	REP COMMENTS_KILARI FICH
4/30/2010	DMD				T:22222	00/00/00 00:00:00
4/30/2010	DMD				T:22222	04/30/10 17:52:51 ANSWERING MACHINE
4/30/2010	DMD				T:22222	04/30/10 08:52:58 ANSWERING MACHINE
5/1/2010	PPT					mtr
5/1/2010	PPT					TASK:3001-FSV-CHANGD FUPDT 05/14/10
5/1/2010	NT	GCS			T:26713	Fell in Queue 3001 task. acct in fcl Cut by
5/1/2010	NT	GCS			T:26713	others. Ganesh, Fich
5/1/2010	NT	FSV			T:26713	Fell in Queue 3001 task. acct in fcl Cut by
5/1/2010	NT	FSV			T:26713	others. Ganesh, Fich
5/3/2010	DMD				T:22222	00/00/00 00:00:00
5/3/2010	DMD				T:22222	00/00/00 00:00:00
5/3/2010	DMD				T:22222	05/03/10 15:12:58 ANSWERING MACHINE
5/3/2010	FSV		0	00	1	T:00000 INSP TYPE F ORDERED; REQ CD =AUTO DELQ
5/4/2010	DMD				T:22222	00/00/00 00:00:00
5/4/2010	DMD				T:22222	00/00/00 00:00:00

5/4/2010	DMD					T:22222	05/04/10 10:02:08 ANSWERING MACHINE
5/5/2010	DMD					T:22222	00/00/00 00:00:00
5/5/2010	DMD					T:22222	00/00/00 00:00:00
5/5/2010	DMD					T:22222	04/29/10 09:55:31 Answering Machine
5/5/2010	DMD					T:22222	00/00/00 00:00:00
5/5/2010	DMD					T:22222	00/00/00 00:00:00
5/5/2010	DMD					T:22222	04/28/10 13:19:57 Answering Machine
5/5/2010	DMD					T:22222	00/00/00 00:00:00
5/5/2010	DMD					T:22222	00/00/00 00:00:00
5/5/2010	DMD					T:22222	04/27/10 13:56:58 Answering Machine
5/5/2010	DMD					T:22222	00/00/00 00:00:00
5/5/2010	DMD					T:22222	00/00/00 00:00:00
5/5/2010	DMD					T:22222	04/23/10 12:41:04 Answering Machine
5/5/2010	DMD					T:22222	00/00/00 00:00:00
5/5/2010	DMD					T:22222	00/00/00 00:00:00
5/5/2010	DMD					T:22222	04/22/10 15:16:05 Answering Machine
5/5/2010	DMD					T:22222	00/00/00 00:00:00
5/5/2010	DMD					T:22222	00/00/00 00:00:00
5/5/2010	DMD					T:22222	04/21/10 16:22:20 Answering Machine
5/5/2010	DMD					T:22222	00/00/00 00:00:00
5/5/2010	DMD					T:22222	00/00/00 00:00:00
5/5/2010	DMD					T:22222	04/20/10 15:11:06 Answering Machine
5/5/2010	DMD					T:22222	00/00/00 00:00:00
5/5/2010	DMD					T:22222	00/00/00 00:00:00
5/5/2010	DMD					T:22222	04/19/10 11:01:28 Answering Machine
5/5/2010	DMD					T:22222	00/00/00 00:00:00
5/5/2010	DMD					T:22222	00/00/00 00:00:00
5/5/2010	DMD					T:22222	04/16/10 09:37:01 Answering Machine
5/5/2010	DMD					T:22222	00/00/00 00:00:00
5/5/2010	DMD					T:22222	00/00/00 00:00:00
5/5/2010	DMD					T:22222	04/14/10 11:30:39 Answering Machine
5/5/2010	DMD					T:22222	00/00/00 00:00:00
5/5/2010	DMD					T:22222	00/00/00 00:00:00
5/5/2010	DMD					T:22222	04/13/10 13:26:38 Answering Machine
5/5/2010	DMD					T:22222	00/00/00 00:00:00
5/5/2010	DMD					T:22222	00/00/00 00:00:00
5/5/2010	DMD					T:22222	04/12/10 13:52:43 Answering Machine
5/5/2010	DMD					T:22222	00/00/00 00:00:00
5/5/2010	DMD					T:22222	00/00/00 00:00:00
5/5/2010	DMD					T:22222	04/09/10 18:51:58 Answering Machine

5/5/2010	DMD					T:22222	00/00/00 00:00:00
5/5/2010	DMD					T:22222	00/00/00 00:00:00
5/5/2010	DMD					T:22222	04/09/10 11:37:21 Answering Machine
5/5/2010	DMD					T:22222	00/00/00 00:00:00
5/5/2010	DMD					T:22222	00/00/00 00:00:00
5/5/2010	DMD					T:22222	04/08/10 12:48:33 Answering Machine
5/5/2010	DMD					T:22222	00/00/00 00:00:00
5/5/2010	DMD					T:22222	00/00/00 00:00:00
5/5/2010	DMD					T:22222	04/07/10 13:45:28 Answering Machine
5/5/2010	DMD					T:22222	00/00/00 00:00:00
5/5/2010	DMD					T:22222	00/00/00 00:00:00
5/5/2010	DMD					T:22222	04/02/10 18:13:27 Answering Machine
5/5/2010	DMD					T:22222	00/00/00 00:00:00
5/5/2010	DMD					T:22222	00/00/00 00:00:00
5/5/2010	DMD					T:22222	04/01/10 17:14:06 Answering Machine
5/5/2010	DMD					T:22222	00/00/00 00:00:00
5/5/2010	DMD					T:22222	00/00/00 00:00:00
5/5/2010	DMD					T:22222	03/31/10 08:57:27 Answering Machine
5/5/2010	DMD					T:22222	00/00/00 00:00:00
5/5/2010	DMD					T:22222	00/00/00 00:00:00
5/5/2010	DMD					T:22222	04/29/10 17:39:11 Invalid Number
5/5/2010	DMD					T:22222	00/00/00 00:00:00
5/5/2010	DMD					T:22222	00/00/00 00:00:00
5/5/2010	DMD					T:22222	04/15/10 12:57:41 Invalid Number
5/6/2010	DMD					T:22222	00/00/00 00:00:00
5/6/2010	DMD					T:22222	00/00/00 00:00:00
5/6/2010	DMD					T:22222	05/05/10 09:05:15 ANSWERING MACHINE
5/6/2010	DMD					T:22222	00/00/00 00:00:00
5/6/2010	DMD					T:22222	00/00/00 00:00:00
5/6/2010	DMD					T:22222	05/06/10 19:48:14 ANSWERING MACHINE
5/7/2010	DMD					T:22222	00/00/00 00:00:00
5/7/2010	DMD					T:22222	00/00/00 00:00:00
5/7/2010	DMD					T:22222	05/07/10 10:08:27 ANSWERING MACHINE
5/10/2010	PPT						mtr
5/10/2010	PPT						TASK:9004-FSV-CHANGD FUPDT 06/01/10
5/10/2010	PPT						mtr
5/10/2010	PPT						TASK:3001-FSV-CHANGD FUPDT 06/14/10
5/11/2010	DMD					T:22222	00/00/00 00:00:00
5/11/2010	DMD					T:22222	05/11/10 19:20:38 INVALID NUMBER
5/11/2010	DMD					T:22222	05/11/10 12:24:02 WRONG OR DISCONNECTED

5/11/2010	DM					T:20640	SPK TO UNKNWN PRY ADVSD B1 CNT BE RCHD AT NUMBER
5/11/2010	DM					T:20640	ACTION/RESULT CD CHANGED FROM BRIP TO BRUN
5/13/2010	FOR						05/13/10 - 08:27 - 10949
5/13/2010	FOR						
5/13/2010	FOR						
5/13/2010	FOR						
5/13/2010	FOR						
5/13/2010	FOR						05/13/10 - 08:27 - 10949
5/13/2010	FOR						System updated for the following
5/13/2010	FOR						event: User has reprojected the
5/13/2010	FOR						step Judgment Entered to 6/3/2010.
5/13/2010	FOR						Reason: Other. Comments: Kindly be a
5/13/2010	FOR						05/13/10 - 08:27 - 10949
5/13/2010	FOR						d.
5/14/2010	CBR		0	00	1	T:00000	FORECLOSURE STARTED
5/14/2010	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
5/17/2010	DMD					T:22222	00/00/00 00:00:00
5/17/2010	DMD					T:22222	00/00/00 00:00:00
5/17/2010	DMD					T:22222	05/17/10 14:10:29 ANSWERING MACHINE
5/17/2010	FSV		0	00	1	T:00000	INSP TP F RESULTS RCVD; ORD DT=05/03/10
5/17/2010	DM					T:14473	BREACH HOLD PLACED-EXPIRATION DATE 07/01/10
5/17/2010	NT	DIS				T:14473	FEMA Dec 04/02/10 due to storms and
5/17/2010	NT	DIS				T:14473	floodng; individual assistance.
5/18/2010	DMD					T:22222	00/00/00 00:00:00
5/18/2010	DMD					T:22222	00/00/00 00:00:00
5/18/2010	DMD					T:22222	05/18/10 11:51:47 ANSWERING MACHINE
5/19/2010	DMD					T:22222	00/00/00 00:00:00
5/19/2010	DMD					T:22222	05/19/10 17:58:56 NO MESSAGE LEFT
5/19/2010	DMD					T:22222	05/19/10 11:05:54 ANSWERING MACHINE
5/19/2010	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
5/20/2010	DMD					T:22222	00/00/00 00:00:00
5/20/2010	DMD					T:22222	05/20/10 18:21:07 LEFT MESSAGE
5/20/2010	DMD					T:22222	05/20/10 09:10:25 NO ANSWER
5/20/2010	DM					T:11348	LFT MSG.JASONS6393
5/20/2010	DM					T:11348	ACTION/RESULT CD CHANGED FROM BRNA TO BRML
5/20/2010	DM					T:11623	NO ANSWER. SMOORE2673
5/20/2010	DM					T:11623	ACTION/RESULT CD CHANGED FROM BRUN TO BRNA
5/24/2010	DMD					T:22222	00/00/00 00:00:00
5/24/2010	DMD					T:22222	00/00/00 00:00:00
5/24/2010	DMD					T:22222	05/24/10 15:00:37 NO ANSWER

REDACTED

5/24/2010	DM					T:11623	NO ANSWER. SMOORE2673
5/24/2010	DM					T:11623	ACTION/RESULT CD CHANGED FROM BRLM TO BRNA
5/26/2010	DMD					T:22222	00/00/00 00:00:00
5/26/2010	DMD					T:22222	00/00/00 00:00:00
5/26/2010	DMD					T:22222	05/26/10 13:54:25 ANSWERING MACHINE
5/27/2010	DMD					T:22222	00/00/00 00:00:00
5/27/2010	DMD					T:22222	00/00/00 00:00:00
5/27/2010	DMD					T:22222	05/27/10 09:22:03 NO ANSWER
5/27/2010	NT	UTIL				T:31686	Received Service Invoice from the PSE & G service
5/27/2010	NT	UTIL				T:31686	dates from 4/1/10 to 5/3/10 Total Due Amount
5/27/2010	NT	UTIL				T:31686	\$57.28 bhaskar,FICH
5/28/2010	DMD					T:22222	00/00/00 00:00:00
5/28/2010	DMD					T:22222	05/28/10 18:27:45 NO MESSAGE LEFT
5/28/2010	DMD					T:22222	05/28/10 08:57:11 WRONG OR DISCONNECTED
5/28/2010	DM					T:11442	REMOVED 856-979-3035 AS WRONG NUMBER...ASMITH28520
5/28/2010	DM					T:11442	ACTION/RESULT CD CHANGED FROM BRNA TO BRIP
6/1/2010	ITR						
6/1/2010	ITR						
6/1/2010	ITR						
6/2/2010	DM					T:00000	EARLY IND: SCORE 101 MODEL EIFRC
6/2/2010	FSV		0	00	1	T:00000	INSP TYPE F ORDERED; REQ CD =AUTO DELQ
6/2/2010	FOR						06/02/10 - 15:34 - 32857
6/2/2010	FOR						User has updated the system for the
6/2/2010	FOR						following event: Service Release
6/2/2010	FOR						Notification Received By Attorney,
6/2/2010	FOR						completed on 6/2/2010 (DIS)
6/2/2010	FOR						06/02/10 - 15:28 - 50000
6/2/2010	FOR						ling cut-off date or invoice will
6/2/2010	FOR						not be paid. IF THIS IS A CHAPTER
6/2/2010	FOR						13 BK, PLEASE NOTIFY THE TRUSTEE'S
6/2/2010	FOR						OFFICE
6/2/2010	FOR						06/02/10 - 15:28 - 50000
6/2/2010	FOR						ng, TX 75062. The contact phone
6/2/2010	FOR						numbers are: 972-570-6104,
6/2/2010	FOR						972-570-6326. Invoice must be
6/2/2010	FOR						submitted within 48 hours of the bil
6/2/2010	FOR						06/02/10 - 15:28 - 50000
6/2/2010	FOR						10. The new vendor SAXON MORTGAGE
6/2/2010	FOR						SERVICES, INC and the contact is
6/2/2010	FOR						Courtney Brown Bk, Veronica Lopes

6/2/2010	FOR					FCL, 3701 Regent Blvd Suite 200 Irv
6/2/2010	FOR					06/02/10 - 15:28 - 50000
6/2/2010	FOR					Service transfer from GMACM
6/2/2010	FOR					scheduled for 6/21/2010. Billing
6/2/2010	FOR					cut off date is 6/11/2010 and
6/2/2010	FOR					billing Good Through Date is 6/21/20
6/2/2010	FOR					06/02/10 - 15:28 - 50000
6/2/2010	FOR					Greta Buchart - (Cont) - OF THE
6/2/2010	FOR					UPCOMING TRANSFER. Thank you.
6/2/2010	FOR					06/02/10 - 15:28 - 50000
6/2/2010	FOR					User has updated the system for the
6/2/2010	FOR					following event: Service Release
6/2/2010	FOR					Effective Date, completed on
6/2/2010	FOR					6/21/2010
6/2/2010	FOR					06/02/10 - 15:28 - 50000
6/2/2010	FOR					Process opened 6/2/2010 by user
6/2/2010	FOR					Greta Buchart.
6/3/2010	FOR					06/03/10 - 07:28 - 10949
6/3/2010	FOR					d.
6/3/2010	FOR					06/03/10 - 07:28 - 10949
6/3/2010	FOR					
6/3/2010	FOR					
6/3/2010	FOR					
6/3/2010	FOR					06/03/10 - 07:28 - 10949
6/3/2010	FOR					System updated for the following
6/3/2010	FOR					event: User has reprojected the
6/3/2010	FOR					step Judgment Entered to 6/23/2010.
6/3/2010	FOR					Reason: Other. Comments: Kindly be a
6/3/2010	NT	OWNER			T:20821	Loan owned by Brady Jones, ext. 874-2497
6/7/2010	FSV		0	00	1	T:00000 INSP TYPE F CANCELLED; REQ CD =AUTO DELQ
6/7/2010	D19		0	06	8	6020 - S&A - GOODBYE LETTER
6/7/2010	FOR					06/07/10 - 14:46 - 10949
6/7/2010	FOR					User has updated the system for the
6/7/2010	FOR					following event:
6/7/2010	FOR					
6/7/2010	FOR					
6/7/2010	FOR					
6/7/2010	FOR					

REDACTED

6/7/2010	FOR					
6/7/2010	FOR					06/07/10 - 13:22 - 68760
6/7/2010	FOR					Process opened 6/7/2010 by user
6/7/2010	FOR					Leigh Frame.
6/7/2010	FOR					06/07/10 - 12:51 - 78072
6/7/2010	FOR					User has updated the system for the
6/7/2010	FOR					following event: Service Release FC
6/7/2010	FOR					Invoice Submitted, completed on
6/7/2010	FOR					6/7/2010
6/7/2010	LIT					Added litigation codes per legal manager's
6/7/2010	LIT					request. Tgibson/2364661
6/7/2010	PPT					FILE CLOSED (2) COMPLETED 06/07/10
6/7/2010	NT	FSV			T:19588	Loan on SR1 - cancel prop pres and util
6/7/2010	NT	FSV			T:19588	stop and cancel insp. Place stop and
6/7/2010	NT	FSV			T:19588	cancel all. MT tx
6/8/2010	NT	ACQ			T:01410	Loan removed from 6/21 RFC/Morgan Stanley-Saxon
6/8/2010	NT	ACQ			T:01410	transfer G02-0062110 due to new litigation status.
6/8/2010	NT	ACQ			T:01410	Retraction letter mailed to the borrower 6-8-10.
6/9/2010	FSV		0	00	1	T:00000 INSP TP F RESULTS RCVD; ORD DT=06/02/10
6/18/2010	CBR		0	00	1	T:00000 FORECLOSURE STARTED
6/18/2010	CBR		0	00	1	T:00000 DELINQUENT: 180+ DAYS
6/18/2010	CBR		0	00	1	T:00000 CHANGE IN PRIMARY BORROWERS ADDR
6/21/2010	D28		0	DT	8	BILLING STATEMENT FROM REPORT R628
6/23/2010	NT	UTIL			T:31686	Received Service Invoice from the PSE & G service
6/23/2010	NT	UTIL			T:31686	dates from 05/03/10 to 06/02/10 Total Due Amount
6/23/2010	NT	UTIL			T:31686	\$207.83 bhaskar,FICH
6/28/2010	ITR					
6/29/2010	NT	UTIL			T:03121	spk w/Mrs Murphy @PSEG(800 436 7734). turning off
6/29/2010	NT	UTIL			T:03121	elect 6/29/10. acct #9*4795018. bjbrown tx 4930
7/1/2010	NT	CSH			T:28725	Funds posted via wire on 07/01/10 were
7/1/2010	NT	CSH			T:28725	for an insurance refund; please contact
7/1/2010	NT	CSH			T:28725	insurance dept with any questions.
7/1/2010	NT	CSH			T:28725	Thanks!
7/2/2010	DM				T:00000	EARLY IND: SCORE 137 MODEL EIFRC
7/6/2010	FOR					07/06/10 - 12:55 - 50000
7/6/2010	FOR					User has updated the system for the
7/6/2010	FOR					following event: All FC and BK
7/6/2010	FOR					processes closed, completed on
7/6/2010	FOR					7/6/2010
7/6/2010	FOR					07/06/10 - 12:55 - 00007

REDACTED

7/6/2010	FOR						ended . Status: Active, approval
7/6/2010	FOR						not required.
7/6/2010	FOR						07/06/10 - 12:55 - 00007
7/6/2010	FOR						System updated for the following
7/6/2010	FOR						event: User has reprojected the
7/6/2010	FOR						step Judgment Entered to 7/6/2010.
7/6/2010	FOR						Reason: Hold Ended. Comments: Hold E
7/6/2010	FOR						07/06/10 - 12:55 - 50000
7/6/2010	FOR						Intercom From: Greta Buchart, GMAC
7/6/2010	FOR						- To: Leigh Frame (GMAC) / Subject:
7/6/2010	FOR						Hold Request/Message: System
7/6/2010	FOR						updated for the following event: Use
7/6/2010	FOR						07/06/10 - 12:55 - 50000
7/6/2010	FOR						r has ended the hold. Hold End
7/6/2010	FOR						Date: 07/06/2010. Hold type: Client
7/6/2010	FOR						Managed LitigationSystem updated
7/6/2010	FOR						for the following event: User has en
7/6/2010	FOR						07/06/10 - 12:55 - 50000
7/6/2010	FOR						ded the hold. Hold End Date:
7/6/2010	FOR						07/06/2010. Hold type: Client
7/6/2010	FOR						Managed Litigation
7/9/2010	CBR		0	00	1	T:00000	FORECLOSURE STARTED
7/9/2010	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
7/13/2010	NT	PENSK				T:16740	Account placed with Penncro for skip
7/13/2010	NT	PENSK				T:16740	tracing and contact verification
7/13/2010	NT	SKIP				T:15102	MANUAL DIAL 856-767-8629 NUMBER DISCONNECTED, NOT
7/13/2010	NT	SKIP				T:15102	IN SERVICE. PENNCRO.
7/13/2010	NT	UTIL				T:18000	Spoke w/Mr. Miller @ PSE7G acct #6914625018 credit
7/13/2010	NT	UTIL				T:18000	of \$59.43 was transferred to another account
7/13/2010	NT	UTIL				T:18000	PBowersox tx 3130
7/16/2010	CIT	TAX60				T:31675	016 New CIT# 561 - FA reporting delinquent taxes
7/16/2010	CIT	TAX60				T:31675	for MOORESTOWN TOWNSHIP * , Parcel#
7/16/2010	CIT	TAX60				T:31675	03803.0000 00002.0000 for the 08/10/10
7/16/2010	CIT	TAX60				T:31675	installment. Please research and pay all
7/16/2010	CIT	TAX60				T:31675	delinquent taxes. Allowing current taxes to
7/16/2010	CIT	TAX60				T:31675	pay on TAR.
7/20/2010	CIT	TAX20				T:12705	016 DONE 07/20/10 BY TLR 12705
7/20/2010	CIT	TAX20				T:12705	TSK TYP 561-1ST AM RQST TO
7/20/2010	CIT	TAX20				T:12705	016 closing cit 561 Per Darlene at MOORESTOWN
7/20/2010	CIT	TAX20				T:12705	TOWNSHIP * , Parcel# 03803.0000 00002.0000 has

7/20/2010	CIT	TAX20				T:12705	no dlq There was an error with the lien
7/20/2010	CIT	TAX20				T:12705	posting which led to the incorrect reporting
7/20/2010	CIT	TAX20				T:12705	of a dlq
7/20/2010	D28		0	DT	8		FORCED BILLING STATEMENT FROM REPORT R628
7/21/2010	NT	UTIL				T:18000	Spoke w/Dan at PSE&G and he reversed the transfer
7/21/2010	NT	UTIL				T:18000	of the credit bal of \$59.43 and will be sending us
7/21/2010	NT	UTIL				T:18000	a refund check pbt3130
7/21/2010	NT	UTIL				T:18000	Spoke w/Dan at PSE&G and he reversed the transfer
7/21/2010	NT	UTIL				T:18000	of the credit bal of \$59.43 and will be sending us
7/21/2010	NT	UTIL				T:18000	a refund chcd pbt3130
7/26/2010	NT	INQ25				T:01274	ENHANCED HISTORY LETTER FAXED TO:
7/26/2010	NT	INQ25				T:01274	LEGAL , FAX NBR:
7/26/2010	NT	INQ25				T:01274	8664526848
7/26/2010	NT	INQ25				T:01362	ENHANCED HISTORY LETTER FAXED TO:
7/26/2010	NT	INQ25				T:01362	FP - TG , FAX NBR:
7/26/2010	NT	INQ25				T:01362	8663403568
7/26/2010	LIT						requested fact package
8/9/2010	LIT						frwd fact package from the shared
8/13/2010	CBR		0	00	1	T:00000	FORECLOSURE STARTED
8/13/2010	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
8/19/2010	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
8/24/2010	NT	UTIL				T:03121	Recvd refund check from PSEG for \$59.43. sent to
8/24/2010	NT	UTIL				T:03121	Heather K. bjbrown tx 4930
9/2/2010	DM					T:00000	EARLY IND: SCORE 109 MODEL EIFRC
9/10/2010	CBR		0	00	1	T:00000	FORECLOSURE STARTED
9/10/2010	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
9/21/2010	D28		0	DT	8		FORCED BILLING STATEMENT FROM REPORT R628
10/1/2010	LIT						ordered fact pkg
10/4/2010	DM					T:00000	EARLY IND: SCORE 109 MODEL EIFRC
10/8/2010	CBR		0	00	1	T:00000	FORECLOSURE STARTED
10/8/2010	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
10/15/2010	NT	FCLRE				T:26252	per lps fcl closed and billed...jwalworth
10/15/2010	NT	FCLRE				T:26252	placing fcl on hold in lps...jwalworth
10/19/2010	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
10/20/2010	FOR						10/20/10 - 14:23 - 39011
10/20/2010	FOR						The user has re-opened the process.
10/20/2010	FOR						10/20/10 - 14:24 - 39011
10/20/2010	FOR						e. Reason: Loan did not service
10/20/2010	FOR						transfer,
10/20/2010	FOR						10/20/10 - 14:24 - 39011

10/20/2010	FOR						User has updated the system for the
10/20/2010	FOR						following event: All FC and BK
10/20/2010	FOR						processes closed. User changed date
10/20/2010	FOR						completed from 7/6/2010 to incomple
10/20/2010	FOR						10/20/10 - 14:24 - 39011
10/20/2010	FOR						The user has re-opened the process.
10/21/2010	LIT						provided fact pkg
11/2/2010	DM					T:00000	EARLY IND: SCORE 109 MODEL EIFRC
11/12/2010	CBR		0	00	1	T:00000	FORECLOSURE STARTED
11/12/2010	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
11/19/2010	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
12/2/2010	DM					T:00000	EARLY IND: SCORE 109 MODEL EIFRC
12/10/2010	CBR		0	00	1	T:00000	FORECLOSURE STARTED
12/10/2010	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
12/16/2010	FOR						12/16/10 - 15:36 - 68760
12/16/2010	FOR						te / Subject: Hold Request /
12/16/2010	FOR						12/16/10 - 15:36 - 68760
12/16/2010	FOR						Intercom Message: / Read:
12/16/2010	FOR						12/16/2010 3:35:50 PM / From:
12/16/2010	FOR						Buchart, Greta / To: Frame, Leigh;
12/16/2010	FOR						/ CC: / Intercom Type: General Upda
12/21/2010	D28		0	DT	8		FORCED BILLING STATEMENT FROM REPORT R628
12/27/2010	FOR						FORECLOSURE C3 CHANGED FROM 0131925 TO 0012468
12/27/2010	FOR						FORECLOSURE C2 CHANGED FROM 0012503 TO 0131925
12/27/2010	FOR						FORECLOSURE C1 CHANGED FROM 0012468 TO 0012503
1/14/2011	CBR		0	00	1	T:00000	FORECLOSURE STARTED
1/14/2011	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
1/19/2011	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
2/2/2011	DM					T:00000	EARLY IND: SCORE 109 MODEL EIFRC
2/5/2011	NT	MEDLT				T:21090	Accepted telephonic mediation
2/5/2011	CIT	COL10				T:21090	017 CIT-542 Attending Litigated
2/5/2011	CIT	COL10				T:21090	Mediation-Telephonic-2/28/11 (NJ) Dallas
2/9/2011	NT	CCNCL				T:21090	Mediation cancelled...new date not yet set.
2/9/2011	CIT	COL10				T:21090	017 DONE 02/09/11 BY TLR 21090
2/9/2011	CIT	COL10				T:21090	TSK TYP 542-GMAC REP REQUIR
2/11/2011	CBR		0	00	1	T:00000	FORECLOSURE STARTED
2/11/2011	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
2/21/2011	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
3/2/2011	DM					T:00000	EARLY IND: SCORE 101 MODEL EIFRC
3/3/2011	DM					T:00000	EARLY IND: SCORE 101 MODEL EIFRC

3/11/2011	CBR		0	00	1	T:00000	FORECLOSURE STARTED
3/11/2011	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
3/11/2011	FOR						FORECLOSURE C1 CHANGED FROM 0012503 TO 0131925
3/11/2011	FOR						FORECLOSURE C2 CHANGED FROM 0131925 TO 0012468
3/11/2011	FOR						FORECLOSURE C3 CHANGED FROM 0012468 TO 0012503
3/15/2011	BKR						BANKRUPTCY C1 CHANGED FROM 0131925 TO 0012468
3/15/2011	BKR						BANKRUPTCY C2 CHANGED FROM 0012468 TO 0012503
3/15/2011	BKR						BANKRUPTCY C3 CHANGED FROM 0012503 TO 0131925
3/15/2011	FOR						FORECLOSURE C1 CHANGED FROM 0131925 TO 0012468
3/15/2011	FOR						FORECLOSURE C2 CHANGED FROM 0012468 TO 0012503
3/15/2011	FOR						FORECLOSURE C3 CHANGED FROM 0012503 TO 0131925
3/21/2011	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
4/4/2011	DM					T:00000	EARLY IND: SCORE 101 MODEL EIFRC
4/15/2011	CBR		0	00	1	T:00000	FORECLOSURE STARTED
4/15/2011	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
4/19/2011	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
4/22/2011	ET		0	0	0		ARM CHANGE NOTICE SCHEDULED FOR 04/25/11
4/26/2011	D19		0	04	8		ARM CHANGE NOTICE CREATED - LETTER
4/26/2011	NT	DODV				T:25101	checked DOD website on 4-22-11 and according to
4/26/2011	NT	DODV				T:25101	website borrower(s) are not active duty
5/4/2011	CIT	COL10				T:21090	018 DONE 05/04/11 BY TLR 21090
5/4/2011	CIT	COL10				T:21090	TSK TYP 542-GMAC REP REQUIR
5/4/2011	CIT	COL10				T:21090	018 Attended Lit Mediation on 5/3/11
5/4/2011	CIT	COL10				T:21090	018 Attended Lit Mediation on 5/3/11
5/6/2011	FOR						FORECLOSURE LA CHANGED FROM 0070653 TO 0070386
5/6/2011	FOR						FORECLOSURE LA CHANGED FROM 0070386 TO 0070653
5/13/2011	CBR		0	00	1	T:00000	FORECLOSURE STARTED
5/13/2011	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
5/19/2011	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
6/2/2011	DM					T:00000	EARLY IND: SCORE 101 MODEL EIFRC
6/6/2011	FOR						06/06/11 - 10:09 - 42204
6/6/2011	FOR						A fees and costs request has been
6/6/2011	FOR						entered for this loan by Novelette
6/6/2011	FOR						Robinson, good through 7/6/2011
6/6/2011	FOR						06/06/11 - 12:27 - 24632
6/6/2011	FOR						equested processes.
6/6/2011	FOR						06/06/11 - 12:27 - 24632
6/6/2011	FOR						Intercom From: Cristina Iuliano,
6/6/2011	FOR						at-zuck - To: Novelette Robinson
6/6/2011	FOR						(GMAC) / Message: Fees and costs

6/6/2011	FOR						have been submitted for all of the r
6/6/2011	FOR						06/06/11 - 12:27 - 24632
6/6/2011	FOR						Fees and costs response: Good
6/6/2011	FOR						Through:7/6/2011 Fees: 0 Costs:
6/6/2011	FOR						50.00 Comment: File is currently on
6/6/2011	FOR						hold.
6/6/2011	FOR						06/06/11 - 12:26 - 24632
6/6/2011	FOR						A fees and costs Response Comment
6/6/2011	FOR						has been completed for this loan by
6/6/2011	FOR						Cristina Iuliano
6/6/2011	NT					T:07956	Fees and cost were requested via new trak.
6/10/2011	CBR		0	00	1	T:00000	FORECLOSURE STARTED
6/10/2011	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
6/10/2011	FOR						06/10/11 - 11:16 - 42204
6/10/2011	FOR						A fees and costs request has been
6/10/2011	FOR						completed for this loan by
6/10/2011	FOR						Novelette Robinson
6/10/2011	PAY		0	70	7		ORIG TO: ALEX ANGELO
6/10/2011	PAY		0	70	7		INT TO 070611 EXP DT 070611 AMT 1409016.11
6/10/2011	NT	PAY				T:07956	addl f/c are \$163,bpo \$83,pir \$30,atty f/c \$50 g/t
6/10/2011	NT	PAY				T:07956	07-06-11.
6/21/2011	D28		0	DT	8		FORCED BILLING STATEMENT FROM REPORT R628
7/4/2011	DM					T:00000	EARLY IND: SCORE 101 MODEL EIFRC
7/13/2011	FOR						07/13/11 - 15:14 - 42204
7/13/2011	FOR						Intercom From: Iuliano, Cristina -
7/13/2011	FOR						To: Robinson, Novelette; /
7/15/2011	CBR		0	00	1	T:00000	FORECLOSURE STARTED
7/15/2011	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
7/19/2011	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
8/2/2011	DM					T:00000	EARLY IND: SCORE 101 MODEL EIFRC
8/12/2011	CBR		0	00	1	T:00000	FORECLOSURE STARTED
8/12/2011	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
8/12/2011	DM					T:01601	BREACH HOLD PLACED-EXPIRATION DATE 11/10/11
8/19/2011	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
9/2/2011	DM					T:00000	EARLY IND: SCORE 101 MODEL EIFRC
9/9/2011	NT	DIS				T:25101	FEMA declaration due to Hurricane Irene.
9/9/2011	NT	DIS				T:25101	Individual assistance declared on 8/31/11.
9/16/2011	CBR		0	00	1	T:00000	FORECLOSURE STARTED
9/16/2011	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
9/19/2011	CIT	TAX60				T:24044	019 NEW CIT 563 Recv'd delinq tax bill. Forwarding

9/19/2011	CIT	TAX60				T:24044	to Tax Research.
9/20/2011	D28		0	DT	8		FORCED BILLING STATEMENT FROM REPORT R628
9/22/2011	CIT	TAX20				T:12706	019 CIT563: Rcvd copy of notice for delq utility
9/22/2011	CIT	TAX20				T:12706	liens in danger of tax sale, payable to
9/22/2011	CIT	TAX20				T:12706	Moorestown Twp \$1294.78 TTL GTD 10/13/11 (Base
9/22/2011	CIT	TAX20				T:12706	\$1124.62 p/i \$145.73 costs \$24.43)
9/22/2011	NT	CBR				T:25101	Removed Credit Suppression Flag
9/26/2011	CIT	TAX20				T:12706	020 NEW CIT579: Pending endorsement to cut
9/26/2011	CIT	TAX20				T:12706	certified check payable to Moorestown Twp
9/26/2011	CIT	TAX20				T:12706	\$1294.78 TTL GTD 10/13/11.
9/26/2011	CIT	TAX20				T:12706	019 DONE 09/26/11 BY TLR 12706
9/26/2011	CIT	TAX20				T:12706	TSK TYP 563-TAX-RAW MAIL TO
9/26/2011	CIT	TAX20				T:12706	019 CLOSE CIT563: Disbursed from escrw, H/O resp
9/26/2011	CIT	TAX20				T:12706	for utilities. Submitted for endorsement to
9/26/2011	CIT	TAX20				T:12706	cut certified funds.
10/5/2011	NT	DODV				T:25101	Per DOD website review 10-3-11 borrower(s) are not
10/5/2011	NT	DODV				T:25101	active duty.
10/11/2011	CIT	TZX20				T:22151	020 DONE 10/11/11 BY TLR 22151
10/11/2011	CIT	TZX20				T:22151	TSK TYP 579-TAX - PENDING R
10/11/2011	CIT	TZX20				T:22151	020 Closing CIT579, The E3 check is available in
10/11/2011	CIT	TZX20				T:22151	check requests for (1294.78) However needing
10/11/2011	CIT	TZX20				T:22151	to be same day requests due to ELD
10/11/2011	CIT	TZX20				T:22151	10/13/11.Sending payment via fedex.
10/14/2011	CBR		0	00	1	T:00000	FORECLOSURE STARTED
10/14/2011	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
10/19/2011	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
10/25/2011	NT	MEDLT				T:02785	Litigated mediation scheduled 11/9/11
10/25/2011	CIT	COL16				T:02785	021 CIT 542: GMAC Rep Required for Mediation
10/25/2011	CIT	COL16				T:02785	Appearance
10/25/2011	CIT	COL16				T:02785	Date: 11/9/11
10/25/2011	CIT	COL16				T:02785	Time: 10:00am
10/25/2011	CIT	COL16				T:02785	Location: Trenton, NJ
10/25/2011	CIT	COL16				T:02785	Attendee: Michael Sean Batson
11/1/2011	ITR						
11/2/2011	DM					T:00000	EARLY IND: SCORE 101 MODEL EIFRC
11/11/2011	CBR		0	00	1	T:00000	FORECLOSURE STARTED
11/11/2011	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
11/18/2011	NT	CTRIL				T:01844	trial scheduled
11/18/2011	CIT	COL16				T:01844	022 new cit 542 gmac rep needed for court
11/18/2011	CIT	COL16				T:01844	appearance

11/18/2011	CIT	COL16				T:01844	date 1/17/11
11/18/2011	CIT	COL16				T:01844	time 9 am
11/18/2011	CIT	COL16				T:01844	location mt holly nj
11/18/2011	CIT	COL16				T:01844	attandee scott zeit
11/21/2011	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
11/22/2011	NT	CCOMP				T:02785	NO agreement reached at mediation. Scheduled for
11/22/2011	NT	CCOMP				T:02785	trial.
11/22/2011	CIT	COL16				T:02785	021 DONE 11/22/11 BY TLR 02785
11/22/2011	CIT	COL16				T:02785	TSK TYP 542-GMAC REP REQUIR
11/30/2011	NT	LMT				T:26853	responded to legal...cant ss to a relative. what
11/30/2011	NT	LMT				T:26853	about full financials for an assumption mod? or
11/30/2011	NT	LMT				T:26853	cfk?
12/2/2011	DM					T:00000	EARLY IND: SCORE 146 MODEL EIFRC
12/7/2011	NT	DODV				T:25101	Per DOD website search 12/1/11 borrower FRANK REED
12/7/2011	NT	DODV				T:25101	is not active duty. Copy of website is imaged in
12/7/2011	NT	DODV				T:25101	looking glass.
12/7/2011	NT	DODV				T:25101	Per DOD website search 12/1/11 borrower FRANK REED
12/7/2011	NT	DODV				T:25101	is not active duty. Copy of website is imaged in
12/7/2011	NT	DODV				T:25101	looking glass.
12/9/2011	CBR		0	00	1	T:00000	FORECLOSURE STARTED
12/9/2011	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
12/9/2011	NT	DIS				T:01562	FEMA moratorium has expired. Disaster
12/9/2011	NT	DIS				T:01562	coding being removed.
12/14/2011	NT	CTRIL				T:01844	trial scheduled
12/14/2011	CIT	COL16				T:01844	023 new cit 542 gmac rep needed for court
12/14/2011	CIT	COL16				T:01844	appearance
12/14/2011	CIT	COL16				T:01844	date 2/27/12
12/14/2011	CIT	COL16				T:01844	time 9 am
12/14/2011	CIT	COL16				T:01844	location mt. holly, nj
12/14/2011	CIT	COL16				T:01844	attnadee scott zeit
12/14/2011	NT	CCONT				T:01844	trial continued
12/14/2011	CIT	COL16				T:01844	022 DONE 12/14/11 BY TLR 01844
12/14/2011	CIT	COL16				T:01844	TSK TYP 542-GMAC REP REQUIR
12/20/2011	D28		0	DT	8		FORCED BILLING STATEMENT FROM REPORT R628
12/23/2011	DM					T:01601	BREACH HOLD PLACED-EXPIRATION DATE 01/31/12
1/13/2012	CBR		0	00	1	T:00000	FORECLOSURE STARTED
1/13/2012	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
1/19/2012	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
2/2/2012	DM					T:00000	EARLY IND: SCORE 146 MODEL EIFRC
2/4/2012	NT	DODV				T:25101	Per DOD website search 2/1/12 borrower FRANK REED

2/4/2012	NT	DODV				T:25101	is not active duty. Copy of website search is
2/4/2012	NT	DODV				T:25101	imaged in looking glass.
2/7/2012	NT	CSH				T:25101	WAIVED PROPERTY INSPECTION FEES THAT WERE
2/7/2012	NT	CSH				T:25101	OUTSTANDING AS CAN'T BE COLLECTED FROM CUSTOMER
2/7/2012	NT	CSH				T:25101	PER STATE STATUE
2/17/2012	CBR		0	00	1	T:00000	FORECLOSURE STARTED
2/17/2012	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
2/21/2012	D28		0	DT	8		FORCED BILLING STATEMENT FROM REPORT R628
2/27/2012	FOR						02/27/12 - 13:24 - 10949
2/27/2012	FOR						User has updated the system for the
2/27/2012	FOR						following event:
2/27/2012	FOR						
2/27/2012	FOR						
2/27/2012	FOR						02/27/12 - 09:11 - 16851
2/27/2012	FOR						Process opened 2/27/2012 by user
2/27/2012	FOR						Nathan Martin.
2/27/2012	FOR						02/27/12 - 09:11 - 16851
2/27/2012	FOR						User has updated the system for the
2/27/2012	FOR						following event:
2/27/2012	FOR						
2/27/2012	FOR						
2/27/2012	FOR						02/27/12 - 09:11 - 00007
2/27/2012	FOR						nts: Hold Ended . Status: Active,
2/27/2012	FOR						approval not required.
2/27/2012	FOR						02/27/12 - 09:11 - 00007
2/27/2012	FOR						System updated for the following
2/27/2012	FOR						event: User has reprojected the
2/27/2012	FOR						step Aged Process Necessary to
2/27/2012	FOR						2/27/2012. Reason: Hold Ended. Comme
2/27/2012	FOR						02/27/12 - 09:11 - 16851
2/27/2012	FOR						ded the hold. Hold End Date:
2/27/2012	FOR						02/27/2012. Hold type: Client
2/27/2012	FOR						Managed Litigation
2/27/2012	FOR						02/27/12 - 09:11 - 16851
2/27/2012	FOR						r has ended the hold. Hold End
2/27/2012	FOR						Date: 02/27/2012. Hold type: Client
2/27/2012	FOR						Managed LitigationSystem updated
2/27/2012	FOR						for the following event: User has en
2/27/2012	FOR						02/27/12 - 09:11 - 16851
2/27/2012	FOR						Intercom From: Nathan Martin, GMAC

REDACTED

2/27/2012	FOR						- To: Leigh Frame (GMAC) / Subject:
2/27/2012	FOR						Hold Request/Message: System
2/27/2012	FOR						updated for the following event: Use
2/27/2012	FOR						02/27/12 - 09:11 - 00007
2/27/2012	FOR						nded . Status: Active, approval
2/27/2012	FOR						not required.
2/27/2012	FOR						02/27/12 - 09:11 - 00007
2/27/2012	FOR						System updated for the following
2/27/2012	FOR						event: User has reprojected the
2/27/2012	FOR						step Judgment Entered to 2/27/2012.
2/27/2012	FOR						Reason: Hold Ended. Comments: Hold E
2/27/2012	FOR						02/27/12 - 09:12 - 16851
2/27/2012	FOR						Proceed with FCL activity as
2/27/2012	FOR						litigation has ended per legal mgr
2/27/2012	FOR						A. Angelo MN Legal.
2/27/2012	FOR						02/27/12 - 12:35 - 10949
2/27/2012	FOR						ot required.
2/27/2012	FOR						02/27/12 - 12:35 - 10949
2/27/2012	FOR						dvised proceeding instructions have
2/27/2012	FOR						been received. At this time we are
2/27/2012	FOR						reviewing the file. Next follow up
2/27/2012	FOR						03/12 . Status: Active, approval n
2/27/2012	FOR						02/27/12 - 12:35 - 10949
2/27/2012	FOR						System updated for the following
2/27/2012	FOR						event: User has reprojected the
2/27/2012	FOR						step Judgment Entered to 3/12/2012.
2/27/2012	FOR						Reason: Other. Comments: Please be a
2/27/2012	LIT						removed lit coding and lps hold
2/28/2012	DMD					T:22222	00/00/00 00:00:00
2/28/2012	DMD					T:22222	00/00/00 00:00:00
2/28/2012	DMD					T:22222	02/28/12 11:24:48 NO MESSAGE LEFT
2/28/2012	FOR						02/28/12 - 10:22 - 68760
2/28/2012	FOR						ect: Hold Request /
2/28/2012	FOR						02/28/12 - 10:22 - 68760
2/28/2012	FOR						Intercom Message: / Read: 2/28/2012
2/28/2012	FOR						10:21:43 AM / From: Martin, Nathan
2/28/2012	FOR						/ To: Frame, Leigh; / CC: /
2/28/2012	FOR						Intercom Type: General Update / Subj
2/29/2012	DMD					T:22222	00/00/00 00:00:00
2/29/2012	DMD					T:22222	00/00/00 00:00:00

2/29/2012	DMD					T:22222	02/29/12 16:42:16 WRONG OR DISCONNECTED
3/1/2012	DMD					T:22222	00/00/00 00:00:00
3/1/2012	DMD					T:22222	00/00/00 00:00:00
3/1/2012	DMD					T:22222	03/01/12 13:36:42 NO MESSAGE LEFT
3/1/2012	DM					T:22302	NOT ACCEPTING CALLS AT THIS TIME. NML
3/1/2012	DM					T:22302	ACTION/RESULT CD CHANGED FROM BRIP TO BRIN
3/2/2012	DM					T:00000	EARLY IND: SCORE 146 MODEL EIFRC
3/2/2012	DMD					T:22222	00/00/00 00:00:00
3/2/2012	DMD					T:22222	00/00/00 00:00:00
3/2/2012	DMD					T:22222	03/02/12 12:12:30 HANGUP IN Q
3/5/2012	DMD					T:22222	00/00/00 00:00:00
3/5/2012	DMD					T:22222	00/00/00 00:00:00
3/5/2012	DMD					T:22222	03/05/12 11:44:31 WRONG OR DISCONNECTED
3/5/2012	DM					T:21293	804-414-4828 IS AN INVALID NUMBER. ASMITH/6718.
3/5/2012	DM					T:21293	ACTION/RESULT CD CHANGED FROM OASK TO BRIP
3/6/2012	NT	LMEAP				T:19961	FCL Hold due to Account in review under AG
3/6/2012	NT	LMEAP				T:19961	Settlement Eligibility determination. Approval
3/6/2012	NT	LMEAP				T:19961	Good thru: 01/01/2013
3/6/2012	CIT	COL10				T:19961	024 New CIT 33 - FCL Hold due to Account in review
3/6/2012	CIT	COL10				T:19961	under AG Settlement Eligibility determination.
3/6/2012	CIT	COL10				T:19961	Approval Good thru: 01/01/2013
3/7/2012	FOR						03/07/12 - 12:38 - 25820
3/7/2012	FOR						User has updated the system for the
3/7/2012	FOR						following event: Attorney Notified
3/7/2012	FOR						to Place File on Hold, completed on
3/7/2012	FOR						3/7/2012
3/7/2012	FOR						03/07/12 - 12:38 - 25820
3/7/2012	FOR						Process opened 3/7/2012 by user
3/7/2012	FOR						Velisha Harris.
3/7/2012	FOR						03/07/12 - 15:14 - 17742
3/7/2012	FOR						User has updated the system for the
3/7/2012	FOR						following event: Attorney Confirmed
3/7/2012	FOR						File on Hold, completed on 3/7/2012
3/8/2012	DMD					T:22222	00/00/00 00:00:00
3/8/2012	DMD					T:22222	00/00/00 00:00:00
3/8/2012	DMD					T:22222	03/08/12 11:12:06 RPC NO RESOLUTION
3/8/2012	DM					T:03127	OB TT B1 ADV MM TAD FCL NO SALE DATE ASKED TO R/I
3/8/2012	DM					T:03127	B1 STD WORKING WITH AG SETTLEMENT AT THIS TIME AND
3/8/2012	DM					T:03127	HAS PCKG FROM THEM WILL SUBMIT SOON, LAWYER IS
3/8/2012	DM					T:03127	WORKING ON IT WITH THEM, B1 WAS ADV BY LAWYER NOT

3/8/2012	DM					T:03127	TO RELEASE TOO MUCH INFO IN REGAURDS TO ACCT OR
3/8/2012	DM					T:03127	DELQ. ADV NOTES INDICATE
3/8/2012	DM					T:03127	ACTION/RESULT CD CHANGED FROM OAAI TO BRSS
3/8/2012	DM					T:03127	HOLD FOR THE AG PROCESS ADV NUMBER TO CALL IN
3/8/2012	DM					T:03127	OFFERED AUTH FOR LAWYER B1 STD WILL CONTACT LAWYER
3/8/2012	DM					T:03127	AND ASK WHAT HE SHOULD DO. ADV KEEP IN TOUCH IN
3/8/2012	DM					T:03127	REGAURDS TO PROCESS
3/8/2012	DM					T:03127	ACTION/RESULT CD CHANGED FROM OAAI TO OAAI
3/8/2012	DM					T:03127	OCCUPANCY_OBTAINED
3/8/2012	DM					T:03127	ACTION/RESULT CD CHANGED FROM BRIP TO OAAI
3/8/2012	NT	RFDNT				T:03127	b1 std lawyer adv not to discuss rfd
3/13/2012	DMD					T:22222	00/00/00 00:00:00
3/13/2012	DMD					T:22222	00/00/00 00:00:00
3/13/2012	DMD					T:22222	03/13/12 10:53:36 RPC NO RESOLUTION
3/13/2012	DM					T:08704	PEND ESC, TT B1 AND HE STD THAT HE CAN'T
3/13/2012	DM					T:08704	REINSTATE. STD THAT THIS ACCT IS BEING REFERRED TO
3/13/2012	DM					T:08704	HIS ATTN. STD THAT THIS ACCT IS A TOTAL LEGAL
3/13/2012	DM					T:08704	MATTER.
3/13/2012	DM					T:08704	ACTION/RESULT CD CHANGED FROM OAAI TO BRSS
3/13/2012	DM					T:08704	OCCUPANCY_OBTAINED
3/13/2012	DM					T:08704	ACTION/RESULT CD CHANGED FROM BRSS TO OAAI
3/16/2012	CBR		0	00	1	T:00000	FORECLOSURE STARTED
3/16/2012	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
3/19/2012	DMD					T:22222	00/00/00 00:00:00
3/19/2012	DMD					T:22222	00/00/00 00:00:00
3/19/2012	DMD					T:22222	03/19/12 10:54:28 RPC NO RESOLUTION
3/19/2012	DMD					T:22222	00/00/00 00:00:00
3/19/2012	DMD					T:22222	00/00/00 00:00:00
3/19/2012	DMD					T:22222	03/17/12 11:04:27 MSG ANS MACH
3/19/2012	DM					T:03127	OB TT B1 ADV MM TAD B1 STD WAS ADV BY LAWYER NOT
3/19/2012	DM					T:03127	TO RELEASE ANY INFO TO GMAC, IS CURRENTLY IN
3/19/2012	DM					T:03127	LITIGATION AND UNDER UNBRELLA OF FEDERAL RESERVE
3/19/2012	DM					T:03127	AND AG SETTLEMENT. ADV CALLS WILL CONT AND TO LET
3/19/2012	DM					T:03127	US KNOW NEW INFO. B1 IS MEETING WITH LAWYER ON
3/19/2012	DM					T:03127	3/23
3/19/2012	DM					T:03127	ACTION/RESULT CD CHANGED FROM OAAI TO BRSS
3/19/2012	DM					T:03127	OCCUPANCY_OBTAINED
3/19/2012	DM					T:03127	ACTION/RESULT CD CHANGED FROM BRSS TO OAAI
3/20/2012	D28		0	DT	8		FORCED BILLING STATEMENT FROM REPORT R628
3/26/2012	DMD					T:22222	00/00/00 00:00:00

3/26/2012	DMD					T:22222	00/00/00 00:00:00
3/26/2012	DMD					T:22222	03/26/12 10:55:11 MSG ANS MACH
3/26/2012	DMD					T:22222	00/00/00 00:00:00
3/26/2012	DMD					T:22222	00/00/00 00:00:00
3/26/2012	DMD					T:22222	03/24/12 10:28:06 MSG ANS MACH
3/27/2012	DMD					T:22222	00/00/00 00:00:00
3/27/2012	DMD					T:22222	00/00/00 00:00:00
3/27/2012	DMD					T:22222	03/27/12 10:33:38 INVALID NUMBER
3/28/2012	DMD					T:22222	00/00/00 00:00:00
3/28/2012	DMD					T:22222	00/00/00 00:00:00
3/28/2012	DMD					T:22222	03/28/12 11:21:57 MSG ANS MACH
3/29/2012	DMD					T:22222	00/00/00 00:00:00
3/29/2012	DMD					T:22222	00/00/00 00:00:00
3/29/2012	DMD					T:22222	03/29/12 10:40:38 INVALID NUMBER
3/30/2012	DMD					T:22222	00/00/00 00:00:00
3/30/2012	DMD					T:22222	00/00/00 00:00:00
3/30/2012	DMD					T:22222	03/31/12 11:11:51 MSG ANS MACH
3/30/2012	DMD					T:22222	00/00/00 00:00:00
3/30/2012	DMD					T:22222	00/00/00 00:00:00
3/30/2012	DMD					T:22222	03/30/12 10:47:07 INVALID NUMBER
4/2/2012	DMD					T:22222	00/00/00 00:00:00
4/2/2012	DMD					T:22222	00/00/00 00:00:00
4/2/2012	DMD					T:22222	04/02/12 11:09:30 WRONG OR DISCONNECTED
4/7/2012	NT	DODV				T:25101	Per DOD website check 4/2/2012 borrower FRANK REED
4/7/2012	NT	DODV				T:25101	is not active duty. Copy of DOD website is imaged
4/7/2012	NT	DODV				T:25101	in Looking Glass.
4/10/2012	DMD					T:22222	00/00/00 00:00:00
4/10/2012	DMD					T:22222	00/00/00 00:00:00
4/10/2012	DMD					T:22222	04/10/12 10:22:19 MSG ANS MACH
4/11/2012	DMD					T:22222	00/00/00 00:00:00
4/11/2012	DMD					T:22222	00/00/00 00:00:00
4/11/2012	DMD					T:22222	04/11/12 11:38:01 MSG ANS MACH
4/12/2012	DMD					T:22222	00/00/00 00:00:00
4/12/2012	DMD					T:22222	00/00/00 00:00:00
4/12/2012	DMD					T:22222	04/12/12 10:06:27 MSG TO VOICE
4/13/2012	DMD					T:22222	00/00/00 00:00:00
4/13/2012	DMD					T:22222	00/00/00 00:00:00
4/13/2012	DMD					T:22222	04/13/12 10:11:33 MSG TO VOICE
4/13/2012	CBR		0	00	1	T:00000	FORECLOSURE STARTED
4/13/2012	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS

4/16/2012	DMD					T:22222	00/00/00 00:00:00
4/16/2012	DMD					T:22222	00/00/00 00:00:00
4/16/2012	DMD					T:22222	04/16/12 10:08:14 INVALID NUMBER
4/16/2012	DMD					T:22222	00/00/00 00:00:00
4/16/2012	DMD					T:22222	00/00/00 00:00:00
4/16/2012	DMD					T:22222	04/14/12 10:23:30 MSG ANS MACH
4/17/2012	DMD					T:22222	00/00/00 00:00:00
4/17/2012	DMD					T:22222	04/17/12 10:25:57 MSG TO VOICE
4/17/2012	DMD					T:22222	04/17/12 10:25:27 INVALID NUMBER
4/18/2012	DMD					T:22222	00/00/00 00:00:00
4/18/2012	DMD					T:22222	04/18/12 13:16:12 ANSWERING MACHINE
4/18/2012	DMD					T:22222	04/18/12 13:14:51 ANSWERING MACHINE
4/19/2012	DMD					T:22222	00/00/00 00:00:00
4/19/2012	DMD					T:22222	04/19/12 11:34:33 ANSWERING MACHINE
4/19/2012	DMD					T:22222	04/19/12 11:34:21 ANSWERING MACHINE
4/19/2012	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
4/20/2012	DMD					T:22222	00/00/00 00:00:00
4/20/2012	DMD					T:22222	04/20/12 10:54:44 ANSWERING MACHINE
4/20/2012	DMD					T:22222	04/20/12 10:54:04 ANSWERING MACHINE
4/20/2012	ET		0	0	0		ARM CHANGE NOTICE SCHEDULED FOR 04/23/12
4/23/2012	DMD					T:22222	00/00/00 00:00:00
4/23/2012	DMD					T:22222	00/00/00 00:00:00
4/23/2012	DMD					T:22222	04/23/12 17:11:55 MSG ANS MACH
4/23/2012	DMD					T:22222	00/00/00 00:00:00
4/23/2012	DMD					T:22222	04/21/12 10:34:02 MSG ANS MACH
4/23/2012	DMD					T:22222	04/21/12 10:33:19 INVALID NUMBER
4/24/2012	DMD					T:22222	00/00/00 00:00:00
4/24/2012	DMD					T:22222	00/00/00 00:00:00
4/24/2012	DMD					T:22222	04/24/12 12:47:50 ANSWERING MACHINE
4/24/2012	D19		0	04	8		ARM CHANGE NOTICE CREATED - LETTER
4/25/2012	DMD					T:22222	04/25/12 17:07:27 ANSWERING MACHINE
4/25/2012	DMD					T:22222	04/25/12 12:02:43 ANSWERING MACHINE
4/25/2012	DMD					T:22222	04/25/12 12:01:41 ANSWERING MACHINE
4/26/2012	DMD					T:22222	04/26/12 17:02:52 MSG ANS MACH
4/26/2012	DMD					T:22222	04/26/12 14:33:00 ANSWERING MACHINE
4/26/2012	DMD					T:22222	04/26/12 14:32:48 ANSWERING MACHINE
4/27/2012	DMD					T:22222	04/27/12 11:19:54 ANSWERING MACHINE
4/27/2012	DMD					T:22222	04/27/12 08:13:11 ANSWERING MACHINE
4/27/2012	DMD					T:22222	04/27/12 08:12:58 ANSWERING MACHINE
4/30/2012	DMD					T:22222	00/00/00 00:00:00

4/30/2012	DMD					T:22222	00/00/00 00:00:00
4/30/2012	DMD					T:22222	04/28/12 11:01:00 MSG ANS MACH
5/1/2012	DMD					T:22222	00/00/00 00:00:00
5/1/2012	DMD					T:22222	00/00/00 00:00:00
5/1/2012	DMD					T:22222	05/01/12 11:26:59 MSG ANS MACH
5/1/2012	CIT	COL22				T:02057	025 "CIT 828 - FCL Hold due to Account in review
5/1/2012	CIT	COL22				T:02057	under AG Settlement Eligibility determination.
5/1/2012	CIT	COL22				T:02057	Good thru 1/1/13"
5/2/2012	DM					T:00000	EARLY IND: SCORE 146 MODEL EIFRC
5/2/2012	DMD					T:22222	00/00/00 00:00:00
5/2/2012	DMD					T:22222	05/02/12 12:23:51 ANSWERING MACHINE
5/2/2012	DMD					T:22222	05/02/12 12:23:27 ANSWERING MACHINE
5/3/2012	DMD					T:22222	00/00/00 00:00:00
5/3/2012	DMD					T:22222	05/03/12 11:16:09 MSG TO VOICE
5/3/2012	DMD					T:22222	05/03/12 11:15:40 INVALID NUMBER
5/4/2012	DMD					T:22222	00/00/00 00:00:00
5/4/2012	DMD					T:22222	00/00/00 00:00:00
5/4/2012	DMD					T:22222	05/04/12 10:16:05 ANSWERING MACHINE
5/7/2012	DMD					T:22222	00/00/00 00:00:00
5/7/2012	DMD					T:22222	00/00/00 00:00:00
5/7/2012	DMD					T:22222	05/07/12 17:59:43 MSG ANS MACH
5/7/2012	DMD					T:22222	00/00/00 00:00:00
5/7/2012	DMD					T:22222	00/00/00 00:00:00
5/7/2012	DMD					T:22222	05/05/12 10:50:55 MSG ANS MACH
5/8/2012	DMD					T:22222	00/00/00 00:00:00
5/8/2012	DMD					T:22222	05/08/12 11:48:08 MSG ANS MACH
5/8/2012	DMD					T:22222	05/08/12 11:47:31 INVALID NUMBER
5/9/2012	DMD					T:22222	05/09/12 19:13:10 ANSWERING MACHINE
5/9/2012	DMD					T:22222	05/09/12 19:12:59 INVALID NUMBER
5/9/2012	DMD					T:22222	05/09/12 13:23:19 ANSWERING MACHINE
5/10/2012	DMD					T:22222	05/10/12 13:23:42 ANSWERING MACHINE
5/10/2012	DMD					T:22222	05/10/12 08:28:05 ANSWERING MACHINE
5/10/2012	DMD					T:22222	05/10/12 08:27:39 ANSWERING MACHINE
5/11/2012	DMD					T:22222	05/11/12 16:53:36 NO ANSWER
5/11/2012	DMD					T:22222	05/11/12 14:44:12 ANSWERING MACHINE
5/11/2012	DMD					T:22222	05/11/12 10:43:28 ANSWERING MACHINE
5/11/2012	CBR		0	00	1	T:00000	FORECLOSURE STARTED
5/11/2012	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
5/14/2012	DMD					T:22222	00/00/00 00:00:00
5/14/2012	DMD					T:22222	00/00/00 00:00:00

5/14/2012	DMD					T:22222	05/14/12 18:02:32 ANSWERING MACHINE
5/14/2012	DMD					T:22222	00/00/00 00:00:00
5/14/2012	DMD					T:22222	00/00/00 00:00:00
5/14/2012	DMD					T:22222	05/12/12 10:07:50 MSG ANS MACH
5/15/2012	DMD					T:22222	00/00/00 00:00:00
5/15/2012	DMD					T:22222	00/00/00 00:00:00
5/15/2012	DMD					T:22222	05/15/12 10:20:32 MSG TO VOICE
5/16/2012	DMD					T:22222	00/00/00 00:00:00
5/16/2012	DMD					T:22222	00/00/00 00:00:00
5/16/2012	DMD					T:22222	05/16/12 10:10:50 MSG ANS MACH
5/17/2012	DMD					T:22222	00/00/00 00:00:00
5/17/2012	DMD					T:22222	00/00/00 00:00:00
5/17/2012	DMD					T:22222	05/17/12 08:25:22 INVALID NUMBER
5/18/2012	DMD					T:22222	00/00/00 00:00:00
5/18/2012	DMD					T:22222	00/00/00 00:00:00
5/18/2012	DMD					T:22222	05/18/12 12:45:31 WRONG OR DISCONNECTED
5/18/2012	DM					T:03123	INVALID PH.
5/18/2012	DM					T:03123	ACTION/RESULT CD CHANGED FROM OASK TO BRIP
5/21/2012	DMD					T:22222	00/00/00 00:00:00
5/21/2012	DMD					T:22222	00/00/00 00:00:00
5/21/2012	DMD					T:22222	05/21/12 13:21:11 HANGUP IN Q
5/21/2012	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
5/29/2012	DMD					T:22222	00/00/00 00:00:00
5/29/2012	DMD					T:22222	00/00/00 00:00:00
5/29/2012	DMD					T:22222	05/04/12 10:16:05 Answering Machine
6/1/2012	DMD					T:22222	00/00/00 00:00:00
6/1/2012	DMD					T:22222	06/01/12 19:34:22 LEFT MESSAGE
6/1/2012	DMD					T:22222	06/01/12 19:32:07 NO ANSWER
6/1/2012	DM					T:15844	LM
6/1/2012	DM					T:15844	ACTION/RESULT CD CHANGED FROM OASK TO BRLM
6/2/2012	NT	DODV				T:25101	Per DOD website check 5/31/2012 borrower FRANK
6/2/2012	NT	DODV				T:25101	REED is not active duty. Copy of DOD website is
6/2/2012	NT	DODV				T:25101	imaged in Looking Glass.
6/4/2012	DM					T:00000	EARLY IND: SCORE 146 MODEL EIFRC
6/6/2012	DMD					T:22222	00/00/00 00:00:00
6/6/2012	DMD					T:22222	00/00/00 00:00:00
6/6/2012	DMD					T:22222	06/06/12 14:17:25 INVALID NUMBER
6/7/2012	DMD					T:22222	00/00/00 00:00:00
6/7/2012	DMD					T:22222	00/00/00 00:00:00
6/7/2012	DMD					T:22222	06/07/12 12:52:01 NO ANSWER

6/8/2012	DMD					T:22222	00/00/00 00:00:00
6/8/2012	DMD					T:22222	00/00/00 00:00:00
6/8/2012	DMD					T:22222	06/08/12 11:42:42 NO ANSWER
6/11/2012	DMD					T:22222	00/00/00 00:00:00
6/11/2012	DMD					T:22222	00/00/00 00:00:00
6/11/2012	DMD					T:22222	06/11/12 12:38:05 RPC RESOLUTION
6/11/2012	CIT	COL81				T:01348	026 DONE 06/11/12 BY TLR 01348
6/11/2012	CIT	COL81				T:01348	TSK TYP 173-EXCLUDE FROM SK
6/11/2012	CIT	COL81				T:01348	026 Closing cit#173-Added to skip trace list.
6/11/2012	DM					T:13217	U3P ADV WRONG NUMBER 8569793035
6/11/2012	DM					T:13217	ACTION/RESULT CD CHANGED FROM OASK TO NOTE
6/11/2012	CIT	COL05				T:13217	026 new cit 713: 8569793035 wrong number, please
6/11/2012	CIT	COL05				T:13217	rmv
6/12/2012	DMD					T:22222	00/00/00 00:00:00
6/12/2012	DMD					T:22222	00/00/00 00:00:00
6/12/2012	DMD					T:22222	06/12/12 11:45:22 WRONG OR DISCONNECTED
6/14/2012	DM					T:22770	NO # TO CALL ALL ARE X OUT ROSAJ6189
6/14/2012	DM					T:22770	ACTION/RESULT CD CHANGED FROM NOTE TO OAAI
6/15/2012	CBR		0	00	1	T:00000	FORECLOSURE STARTED
6/15/2012	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
6/18/2012	NT	SLAFH				T:02574	Hold to remain due to AG settlement eligibility
6/18/2012	NT	SLAFH				T:02574	review
6/19/2012	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
6/20/2012	CIT	COL22				T:02057	027 "NEW CIT 828; FCL Delay due to Account
6/20/2012	CIT	COL22				T:02057	in review under AG Settlement Eligibility
6/20/2012	CIT	COL22				T:02057	determination. Approval Good Through:
6/20/2012	CIT	COL22				T:02057	1/1/2013"
6/20/2012	CIT	COL22				T:02057	024 DONE 06/20/12 BY TLR 02057
6/20/2012	CIT	COL22				T:02057	TSK TYP 033-FNMA DELAY APPR
6/20/2012	CIT	COL22				T:02057	025 DONE 06/20/12 BY TLR 02057
6/20/2012	CIT	COL22				T:02057	TSK TYP 828-LM DO NOT REFER
6/25/2012	NT	NONOB				T:01601	reviewed mortg docs; added nonob
6/25/2012	CIT	COL81				T:01601	028 cit 123 bows name shld be Frank J Reed III.
6/25/2012	CIT	COL81				T:01601	Verified off the Note/Mortgage.
6/29/2012	CIT	EOY50				T:23213	028 DONE 06/29/12 BY TLR 23213
6/29/2012	CIT	EOY50				T:23213	TSK TYP 123-NAME/PROPERTY A
6/29/2012	CIT	EOY50				T:23213	028 Closing Cit 123 updated Borrowers name per
6/29/2012	CIT	EOY50				T:23213	copy of Note/mortgage crhoffma/4125
7/13/2012	CBR		0	00	1	T:00000	FORECLOSURE STARTED
7/13/2012	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS

7/13/2012	CBR		0	00	1	T:00000	CHANGE IN PRIMARY BORROWERS NAME
7/13/2012	FOR						07/13/12 - 15:25 - 11293
7/13/2012	FOR						Updated bwr's name shld be Frank J
7/13/2012	FOR						Reed III. Verified off the
7/13/2012	FOR						Note/Mortgage
7/18/2012	NT	AG113				T:20312	AG DQ Solicitation
7/19/2012	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
7/24/2012	NT	MERGE				T:01235	AG Solicitation Package Mailed
7/27/2012	DM					T:01202	NO ANSWER.
7/27/2012	DM					T:01202	ACTION/RESULT CD CHANGED FROM OASK TO BRNA
7/27/2012	NT	OWNER				T:25101	Balance Sheet Campaign Loan. Loan is owned by
7/27/2012	NT	OWNER				T:25101	George Lee. Please transfer to ext. 874-2234.
7/27/2012	NT	FEDEX				T:25101	"FedEx tracking information sent 07/25/12 for
7/27/2012	NT	FEDEX				T:25101	AG007, Tracking # 536158118979"
7/27/2012	NT	AGS1				T:01235	AG Solicitation Package Second Mailing Sent reg
7/27/2012	NT	AGS1				T:01235	mail
7/30/2012	NT	INTRO				T:02462	Intro letter sent to Borrower. If the borrower
7/30/2012	NT	INTRO				T:02462	calls in, please transfer call to George
7/30/2012	NT	INTRO				T:02462	Lee874-2234
7/31/2012	DM					T:01202	NO ANSWER..
7/31/2012	DM					T:01202	ACTION/RESULT CD CHANGED FROM OASK TO BRNA
7/31/2012	NT	FEDEX				T:01235	FedEx tracking #s for docs sent on 07_30_12
7/31/2012	NT	FEDEX				T:01235	outgoing # 536303204140 return # 536303204150
8/2/2012	DM					T:00000	EARLY IND: SCORE 146 MODEL EIFRC
8/3/2012	DM					T:16537	OUTBOUND CALL TO B1: NO ANSWER PWALKER 874-2704
8/3/2012	DM					T:16537	ACTION/RESULT CD CHANGED FROM BRNA TO BRNA
8/3/2012	NT	TAX				T:03053	Per Burlington County, a \$20.00 fee is required
8/3/2012	NT	TAX				T:03053	to record the cancellation of tax lien
8/3/2012	NT	TAX				T:03053	that was paid for delq certificate lien
8/3/2012	NT	TAX				T:03053	(cert# 200935). Disb from escrow. Sent to
8/3/2012	NT	TAX				T:03053	County Clerk via Fedex# 5374 1040 7671
8/4/2012	NT	DODV				T:25101	Per DOD website check 8/1/2012 borrower FRANK REED
8/4/2012	NT	DODV				T:25101	is not active duty. Copy of DOD website is imaged
8/4/2012	NT	DODV				T:25101	in Looking Glass.
8/7/2012	DM					T:01202	NO ANSWER.
8/7/2012	DM					T:01202	ACTION/RESULT CD CHANGED FROM OASK TO BRNA
8/9/2012	DM					T:01202	NO ANSWER..
8/9/2012	DM					T:01202	ACTION/RESULT CD CHANGED FROM BRNA TO BRNA
8/10/2012	CBR		0	00	1	T:00000	FORECLOSURE STARTED
8/10/2012	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS

8/13/2012	DM					T:01202	NO ANSWER.
8/13/2012	DM					T:01202	ACTION/RESULT CD CHANGED FROM OASK TO BRNA
8/13/2012	NT	SLAFH				T:22116	hold to remain on account; active AG Settlement.
8/14/2012	CIT	COL22				T:02057	027 DONE 08/14/12 BY TLR 02057
8/14/2012	CIT	COL22				T:02057	TSK TYP 828-LM DO NOT REFER
8/15/2012	DM					T:01202	NO ANSWER..
8/15/2012	DM					T:01202	ACTION/RESULT CD CHANGED FROM BRNA TO BRNA
8/15/2012	CIT	COL22				T:02057	029 "NEW CIT 828; FCL Delay due to Account
8/15/2012	CIT	COL22				T:02057	in review under AG Settlement Eligibility
8/15/2012	CIT	COL22				T:02057	determination. Approval Good Through:
8/15/2012	CIT	COL22				T:02057	1/1/2013""
8/17/2012	DM					T:01202	NO ANSWER.
8/17/2012	DM					T:01202	ACTION/RESULT CD CHANGED FROM BRNA TO BRNA
8/21/2012	DM					T:01202	NO ANSWER. 8569793035
8/21/2012	DM					T:01202	ACTION/RESULT CD CHANGED FROM OASK TO BRNA
8/21/2012	D28		0	DT	8		FORCED BILLING STATEMENT FROM REPORT R628
8/23/2012	DM					T:01202	TT B1, VERIFIED CONTACT INFORMATION, ADVISED OF
8/23/2012	DM					T:01202	FORECLOSURE STATUS, WILL CONTACT ATTORNEY TO SEE
8/23/2012	DM					T:01202	IF HE SHOULD PURSUE A MODIFICATION OR NOT, WHAT HE
8/23/2012	DM					T:01202	NEEDS TO DO. BORROWER IS IN THE PROCESS OF FILING
8/23/2012	DM					T:01202	FOR A LAW SUIT AGAINST OUR COMPANY. HE COULD NOT
8/23/2012	DM					T:01202	PROVIDE US WITH A VALID
8/23/2012	DM					T:01202	ACTION/RESULT CD CHANGED FROM OAAI TO BRSS
8/23/2012	DM					T:01202	NUMBER. HE HAS CELL PHONE BUT DOES NOT WANT THAT
8/23/2012	DM					T:01202	TO BE CONTACTED WITHOUT RESTRICTIONS. ADVISED THAT
8/23/2012	DM					T:01202	IF HE HAS ATTORNEY REPRESENTATION THAT HE CAN SEND
8/23/2012	DM					T:01202	INFO REGARDING ATTORNEY CONTACT AND WE WILL
8/23/2012	DM					T:01202	CONTACT THE ATTORNEY DIRECTLY. DID NOT HAVE
8/23/2012	DM					T:01202	ACTION/RESULT CD CHANGED FROM OAAI TO OAAI
8/23/2012	DM					T:01202	INFO ON THIS CALL.
8/23/2012	DM					T:01202	ACTION/RESULT CD CHANGED FROM OAAI TO OAAI
8/23/2012	DM					T:01202	LOSS_MIT_OPTIONS/HAMP_DISCUSSED
8/23/2012	DM					T:01202	ACTION/RESULT CD CHANGED FROM BRNA TO OAAI
8/24/2012	NT	OCC				T:01504	Updated occupancy due to address change
8/27/2012	DM					T:01202	NO ANSWER.
8/27/2012	DM					T:01202	ACTION/RESULT CD CHANGED FROM OASK TO BRNA
8/30/2012	DM					T:01202	NO ANSWER, CALLED 8568669700
8/30/2012	DM					T:01202	ACTION/RESULT CD CHANGED FROM BRNA TO BRNA
8/30/2012	NT	AGSC				T:03630	AG Solicitation 3rd Notice sent
9/5/2012	DM					T:11457	NO VALID NUMBERS ON FILE

9/5/2012	DM					T:11457	ACTION/RESULT CD CHANGED FROM OASK TO BRIP
9/6/2012	NT	FEDEX				T:25101	"FedEx tracking information sent 09/05/12 for
9/6/2012	NT	FEDEX				T:25101	AG022, Tracking # 540047066411"
9/10/2012	DM					T:01202	WRONG NUMBER 856-234-4696
9/10/2012	DM					T:01202	ACTION/RESULT CD CHANGED FROM OASK TO BRIP
9/10/2012	DM					T:01202	FOUND 856-234-4696, WAS A NUMBER FOR SOMEONE
9/10/2012	DM					T:01202	NAMED VICKI.
9/10/2012	DM					T:01202	ACTION/RESULT CD CHANGED FROM OASK TO OASK
9/10/2012	NT	LEXIS				T:01202	856-234-4696, lexis found.
9/11/2012	NT	LEXIS				T:01202	856-234-4696, lexis found
9/13/2012	DM					T:01202	NO ANSWER.
9/13/2012	DM					T:01202	ACTION/RESULT CD CHANGED FROM BRIP TO BRNA
9/14/2012	CBR		0	00	1	T:00000	FORECLOSURE STARTED
9/14/2012	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
9/14/2012	CBR		0	00	1	T:00000	CHANGE IN PRIMARY BORROWERS ADDR
9/17/2012	DM					T:01202	WRONG NUMBER 856-234-4696
9/17/2012	DM					T:01202	ACTION/RESULT CD CHANGED FROM OASK TO BRIP
9/19/2012	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
9/20/2012	DM					T:01202	BA SYSTEMS 8568669700
9/20/2012	DM					T:01202	ACTION/RESULT CD CHANGED FROM BRIP TO BRIP
9/24/2012	DM					T:01202	NO ANSWER.
9/24/2012	DM					T:01202	ACTION/RESULT CD CHANGED FROM OASK TO BRNA
9/26/2012	NT	AGS3				T:01235	AG Mod offer Fourth notice mailed
9/27/2012	DM					T:01202	NO ANSWER..
9/27/2012	DM					T:01202	ACTION/RESULT CD CHANGED FROM BRNA TO BRNA
10/1/2012	DM					T:01202	NO ANSWER.
10/1/2012	DM					T:01202	ACTION/RESULT CD CHANGED FROM OASK TO BRNA
10/2/2012	DM					T:00000	EARLY IND: SCORE 146 MODEL EIFRC
10/4/2012	DM					T:01202	NO ANSWER.
10/4/2012	DM					T:01202	ACTION/RESULT CD CHANGED FROM BRNA TO BRNA
10/6/2012	NT	DODV				T:25102	Per DOD website check 10/1/2012 borrower FRANK
10/6/2012	NT	DODV				T:25102	REED is not active duty. Copy of DOD website is
10/6/2012	NT	DODV				T:25102	imaged in Looking Glass.
10/8/2012	DM					T:01202	NO ANSWER..
10/8/2012	DM					T:01202	ACTION/RESULT CD CHANGED FROM OASK TO BRNA
10/8/2012	CIT	COL22				T:02057	030 "NEW CIT 828; FCL Delay due to Account
10/8/2012	CIT	COL22				T:02057	in review under AG Settlement Eligibility
10/8/2012	CIT	COL22				T:02057	determination. Approval Good Through:
10/8/2012	CIT	COL22				T:02057	1/1/2013"
10/8/2012	CIT	COL22				T:02057	029 DONE 10/08/12 BY TLR 02057

10/8/2012	CIT	COL22				T:02057	TSK TYP 828-LM DO NOT REFER
10/11/2012	DM					T:01202	NO ANSWER 8569793035
10/11/2012	DM					T:01202	ACTION/RESULT CD CHANGED FROM BRNA TO BRNA
10/12/2012	CBR		0	00	1	T:00000	FORECLOSURE STARTED
10/12/2012	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
10/15/2012	DM					T:01202	NO ANSWER.
10/15/2012	DM					T:01202	ACTION/RESULT CD CHANGED FROM OASK TO BRNA
10/18/2012	DM					T:01202	NO ANSWER..
10/18/2012	DM					T:01202	ACTION/RESULT CD CHANGED FROM BRNA TO BRNA
10/19/2012	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
10/22/2012	DM					T:01202	NO ANSWER.
10/22/2012	DM					T:01202	ACTION/RESULT CD CHANGED FROM OASK TO BRNA
10/24/2012	DM					T:01202	NO ANSWER..
10/24/2012	DM					T:01202	ACTION/RESULT CD CHANGED FROM BRNA TO BRNA
10/29/2012	DM					T:01202	NO ANSWER.
10/29/2012	DM					T:01202	ACTION/RESULT CD CHANGED FROM OASK TO BRNA
11/2/2012	DM					T:00000	EARLY IND: SCORE 146 MODEL EIFRC
11/2/2012	DM					T:01202	NO ANSWER.
11/2/2012	DM					T:01202	ACTION/RESULT CD CHANGED FROM BRNA TO BRNA
11/5/2012	DM					T:01202	TT B1, VERIFIED CONTACT INFORMATION, ADVISED OF
11/5/2012	DM					T:01202	FORECLOSURE STATUS, DOES NOT KNOW IF HE IS GOING
11/5/2012	DM					T:01202	TO REINSTATE OR PURSUE MODIFICATION, IS GOING TO
11/5/2012	DM					T:01202	PROVIDE US WITH ATTORNEY INFO. TRIED TO GET A GOOD
11/5/2012	DM					T:01202	CONTACT NUMBRT, HE WOULD NOT PROVIDE AT THIS TIME,
11/5/2012	DM					T:01202	INCLUDING ATTORNEY
11/5/2012	DM					T:01202	ACTION/RESULT CD CHANGED FROM OAAI TO BRSS
11/5/2012	DM					T:01202	NUMBER, WHICH HE MAY PROVIDE AT ANOTHER TIME,
11/5/2012	DM					T:01202	PROVIDED NUMBER TO FORECLOSURE ATTORNEY FOR
11/5/2012	DM					T:01202	REINSTATEMENT QUOTE.
11/5/2012	DM					T:01202	ACTION/RESULT CD CHANGED FROM OAAI TO OAAI
11/5/2012	DM					T:01202	LOSS MITIGATION DISCUSSED AND/OR FINANCIAL PACKAGE
11/5/2012	DM					T:01202	SENT. OUTBOUND CALL
11/5/2012	DM					T:01202	ACTION/RESULT CD CHANGED FROM BRNA TO OAAI
11/7/2012	NT	DIS				T:25102	FEMA declaration due to Hurricane Sandy.
11/7/2012	NT	DIS				T:25102	Individual assistance declared on 10/30/12.
11/8/2012	DM					T:01202	NUMBER CALLED IS NOT VALID. BORROWER DID NOT WANT
11/8/2012	DM					T:01202	TO PROVIDE.
11/8/2012	DM					T:01202	ACTION/RESULT CD CHANGED FROM OASK TO BRNA
11/9/2012	CBR		0	00	1	T:00000	FORECLOSURE STARTED
11/9/2012	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS

11/12/2012	DM					T:01202	NO ANSWER.
11/12/2012	DM					T:01202	ACTION/RESULT CD CHANGED FROM BRNA TO BRNA
11/15/2012	NT	CSH				T:25102	"Late Charges Bypassed November 2012, December
11/15/2012	NT	CSH				T:25102	2012, and January 2013 due to Hurricane Sandy "
11/15/2012	NT	CSH				T:25101	"Late Charges Bypassed November 2012, December
11/15/2012	NT	CSH				T:25101	2012, and January 2013 due to Hurricane Sandy "
11/15/2012	DM					T:01202	NO ASNWER.
11/15/2012	DM					T:01202	ACTION/RESULT CD CHANGED FROM BRNA TO BRNA
11/19/2012	DM					T:01202	NO ANSWER.
11/19/2012	DM					T:01202	ACTION/RESULT CD CHANGED FROM BRNA TO BRNA
11/20/2012	D28		0	DT	8		FORCED BILLING STATEMENT FROM REPORT R628
11/23/2012	DM					T:01202	NO ANSWER..
11/23/2012	DM					T:01202	ACTION/RESULT CD CHANGED FROM BRNA TO BRNA
11/26/2012	DM					T:01202	NO ANSWER.
11/26/2012	DM					T:01202	ACTION/RESULT CD CHANGED FROM BRNA TO BRNA
11/28/2012	CIT	COL22				T:02057	031 "NEW CIT 828; FCL Delay due to Account
11/28/2012	CIT	COL22				T:02057	in review under AG Settlement Eligibility
11/28/2012	CIT	COL22				T:02057	determination. Approval Good Through;
11/28/2012	CIT	COL22				T:02057	1/1/2014"
11/28/2012	CIT	COL22				T:02057	030 DONE 11/28/12 BY TLR 02057
11/28/2012	CIT	COL22				T:02057	TSK TYP 828-LM DO NOT REFER
11/29/2012	DM					T:01202	NO ANSWER..
11/29/2012	DM					T:01202	ACTION/RESULT CD CHANGED FROM BRNA TO BRNA
12/3/2012	DM					T:01202	NO ANSWER.
12/3/2012	DM					T:01202	ACTION/RESULT CD CHANGED FROM BRNA TO BRNA
12/6/2012	DM					T:01202	NO ANSWER..
12/6/2012	DM					T:01202	ACTION/RESULT CD CHANGED FROM BRNA TO BRNA
12/8/2012	NT	DODV				T:25101	Per DOD website check 12/3/2012 borrower FRANK
12/8/2012	NT	DODV				T:25101	REED is not active duty. Copy of DOD website is
12/8/2012	NT	DODV				T:25101	imaged in Looking Glass.
12/10/2012	FOR						12/10/12 - 15:20 - 28026
12/10/2012	FOR						User has updated the system for the
12/10/2012	FOR						following event: Attorney Confirmed
12/10/2012	FOR						File on Hold, completed on
12/10/2012	FOR						12/10/2012
12/10/2012	FOR						12/10/12 - 14:46 - 48252
12/10/2012	FOR						ded the hold. Hold End Date:
12/10/2012	FOR						12/10/2012. Hold type: Loss
12/10/2012	FOR						Mitigation Workout
12/10/2012	FOR						12/10/12 - 14:46 - 48252

12/10/2012	FOR					r has ended the hold. Hold End
12/10/2012	FOR					Date: 12/10/2012. Hold type: Loss
12/10/2012	FOR					Mitigation WorkoutSystem updated
12/10/2012	FOR					for the following event: User has en
12/10/2012	FOR					12/10/12 - 14:46 - 48252
12/10/2012	FOR					Intercom From: Chad Williams, GMAC
12/10/2012	FOR					- To: Gevona Lee (GMAC) / Subject:
12/10/2012	FOR					Hold Request/Message: System
12/10/2012	FOR					updated for the following event: Use
12/10/2012	FOR					12/10/12 - 14:46 - 00007
12/10/2012	FOR					ents: Hold Ended . Status:
12/10/2012	FOR					Active, approval not required.
12/10/2012	FOR					12/10/12 - 14:46 - 00007
12/10/2012	FOR					System updated for the following
12/10/2012	FOR					event: User has reprojected the
12/10/2012	FOR					step Judgment Entered to
12/10/2012	FOR					12/10/2012. Reason: Hold Ended. Comm
12/10/2012	FOR					12/10/12 - 14:46 - 00007
12/10/2012	FOR					ents: Hold Ended . Status:
12/10/2012	FOR					Active, approval not required.
12/10/2012	FOR					12/10/12 - 14:46 - 00007
12/10/2012	FOR					System updated for the following
12/10/2012	FOR					event: User has reprojected the
12/10/2012	FOR					step Aged Process Necessary to
12/10/2012	FOR					12/10/2012. Reason: Hold Ended. Comm
12/10/2012	FOR					12/10/12 - 14:47 - 48252
12/10/2012	FOR					Process opened 12/10/2012 by user
12/10/2012	FOR					Chad Williams.
12/10/2012	FOR					12/10/12 - 14:47 - 48252
12/10/2012	FOR					User has updated the system for the
12/10/2012	FOR					following event: Attorney Notified
12/10/2012	FOR					to Place File on Hold, completed on
12/10/2012	FOR					12/10/2012
12/10/2012	DM				T:11457	NO VALID NUMBERS ON FILE
12/10/2012	DM				T:11457	ACTION/RESULT CD CHANGED FROM BRNA TO BRIP
12/11/2012	FOR					12/11/12 - 08:31 - 61074
12/11/2012	FOR					Intercom Message: / Read:
12/11/2012	FOR					12/11/2012 8:30:33 AM / From:
12/11/2012	FOR					Williams, Chad / To: Lee, Gevona;
12/11/2012	FOR					/ CC: / Intercom Type: General Upda

12/11/2012	FOR					12/11/12 - 08:31 - 61074
12/11/2012	FOR					te / Subject: Hold Request /
12/13/2012	DM				T:23568	BREACH HOLD REMOVED MANUALLY
12/13/2012	DM				T:23568	B1 CLLD, VAI. STTED MM&CD. B1 WANTD TO KNOW IF
12/13/2012	DM				T:23568	THERE IS A FCL SALE DATE. ADVSD "NO" AND OFFERED
12/13/2012	DM				T:23568	CONT# TO ATTRNY. B1 STTED HE HAVE IT. B1 STTED HE
12/13/2012	DM				T:23568	RECVD MINOR DAMAGE NOT ENUFF TO CLEAR DEDUCTABLE
12/13/2012	DM				T:23568	ADN THEY WERE NEVER DISPLACED. ASKED B1 BEST CONT#
12/13/2012	DM				T:23568	BUT SOME1 CAME
12/13/2012	DM				T:23568	ACTION/RESULT CD CHANGED FROM OAAI TO BRSS
12/13/2012	DM				T:23568	IN AND HE HAD TO GO. HFJ
12/13/2012	DM				T:23568	ACTION/RESULT CD CHANGED FROM OAAI TO OAAI
12/13/2012	DM				T:23568	LOSS MITIGATION DISCUSSED AND/OR FINANCIAL PACKAGE
12/13/2012	DM				T:23568	SENT.
12/13/2012	DM				T:23568	ACTION/RESULT CD CHANGED FROM BRNA TO OAAI
12/13/2012	DM				T:01202	NO ANSWER.
12/13/2012	DM				T:01202	ACTION/RESULT CD CHANGED FROM BRIP TO BRNA
12/14/2012	CBR		0	00	1	T:00000 FORECLOSURE STARTED
12/14/2012	CBR		0	00	1	T:00000 DELINQUENT: 180+ DAYS
12/17/2012	DM					T:01202 NO ANSWER.
12/17/2012	DM					T:01202 ACTION/RESULT CD CHANGED FROM BRSS TO BRNA
12/17/2012	DM					T:01039 BREACH HOLD PLACED-EXPIRATION DATE 01/01/14
12/18/2012	NT	ASKIP				T:03095 New phone number added from ANI report.
12/19/2012	NT	ASKIP				T:03095 New phone number added from ANI report.
12/19/2012	D28		0	DT	8	BILLING STATEMENT FROM REPORT R628
12/20/2012	DM					T:01202 TT B1, VERIFIED CONTACT INFORMATION, ADVISED OF
12/20/2012	DM					T:01202 FORECLOSURE STATUS, BRIEFLY DISCUSSED ALTERNATIVE
12/20/2012	DM					T:01202 OPTIONS, REPAY, REINSTATEMENT, SHORT SALE AND DEED
12/20/2012	DM					T:01202 LIEU. DID NOT GO IN TO LENGTH. DISCUSSED THE
12/20/2012	DM					T:01202 POSSIBLITY OF MODIFICATIONS, ADVISED OF
12/20/2012	DM					T:01202 MODIFICATION
12/20/2012	DM					T:01202 ACTION/RESULT CD CHANGED FROM OAAI TO BRSS
12/20/2012	DM					T:01202 PROCESS. MAY SEND IN FINANCIAL PACKAGE FOR A
12/20/2012	DM					T:01202 MODIFICATION.
12/20/2012	DM					T:01202 ACTION/RESULT CD CHANGED FROM OAAI TO OAAI
12/20/2012	DM					T:01202 LOSS MITIGATION DISCUSSED AND/OR FINANCIAL PACKAGE
12/20/2012	DM					T:01202 SENT. OUTBOUND CALL
12/20/2012	DM					T:01202 ACTION/RESULT CD CHANGED FROM BRNA TO OAAI
12/24/2012	DM					T:01202 NO ANSWER.
12/24/2012	DM					T:01202 ACTION/RESULT CD CHANGED FROM BRSS TO BRNA

12/27/2012	DM					T:01202	LEFT MESSAGE, NO RPC ESTABLISHED, IN FRONT OF
12/27/2012	DM					T:01202	KIDS, BORROWER DOES NOT WANT TO TALK IN FRONT OF
12/27/2012	DM					T:01202	THEM. WILL CALL BACK.
12/27/2012	DM					T:01202	ACTION/RESULT CD CHANGED FROM BRNA TO BRLM
12/31/2012	DM					T:30025	OB: CLD RGD INTENT ON PROP..LFT MSG- KANDERSON6511
12/31/2012	DM					T:30025	ACTION/RESULT CD CHANGED FROM BRLM TO BRLM
1/2/2013	DM					T:00000	EARLY IND: SCORE 101 MODEL EIFRC
1/4/2013	DM					T:01202	NO ANSWER.
1/4/2013	DM					T:01202	ACTION/RESULT CD CHANGED FROM BRLM TO BRNA
1/7/2013	DM					T:01202	TT B1, VERIFIED CONTACT INFORMATION, ADVISED OF
1/7/2013	DM					T:01202	FORECLOSURE STATUS, HE IS HAVING A THIRD PARTY
1/7/2013	DM					T:01202	SEND IN FINANCIAL PACKAGE, NEEDS TO FOLLOW UP WITH
1/7/2013	DM					T:01202	THEM.
1/7/2013	DM					T:01202	ACTION/RESULT CD CHANGED FROM OAAI TO BRSS
1/7/2013	DM					T:01202	LOSS MITIGATION DISCUSSED AND/OR FINANCIAL PACKAGE
1/7/2013	DM					T:01202	SENT. OUTBOUND CALL
1/7/2013	DM					T:01202	ACTION/RESULT CD CHANGED FROM BRNA TO OAAI
1/10/2013	CBR		0	00	1	T:00000	FORECLOSURE STARTED
1/10/2013	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
1/10/2013	DM					T:01202	TT B1, VERIFIED CONTACT INFORMATION, ADVISED OF
1/10/2013	DM					T:01202	FORECLOSURE STATUS, ALREADY SPOKE OF PENDING
1/10/2013	DM					T:01202	ESCROW CHANGE AND UNAPPLIED BALANCE ON PREVIOUS
1/10/2013	DM					T:01202	CALLS, ADVISED THE ACCOUNTANT IS STILL PREPARING
1/10/2013	DM					T:01202	THE FINANCIAL PACKAGE FOR MOD.
1/10/2013	DM					T:01202	ACTION/RESULT CD CHANGED FROM OAAI TO BRSS
1/10/2013	DM					T:01202	LOSS MITIGATION DISCUSSED AND/OR FINANCIAL PACKAGE
1/10/2013	DM					T:01202	SENT. OUTBOUND CALL
1/10/2013	DM					T:01202	ACTION/RESULT CD CHANGED FROM BRSS TO OAAI
1/11/2013	CIT	TAX20				T:01874	032 New CIT# 566 - CoreLogic reporting delinquent
1/11/2013	CIT	TAX20				T:01874	taxes for MOORESTOWN TOWNSHIP * , Parcel#
1/11/2013	CIT	TAX20				T:01874	03803.0000 00002.0000 for the 2/10/2013
1/11/2013	CIT	TAX20				T:01874	installment. Please research and pay all
1/11/2013	CIT	TAX20				T:01874	delinquent taxes. Allowing current taxes to
1/11/2013	CIT	TAX20				T:01874	pay on TAR.
1/14/2013	DM					T:01202	NO ANSWER.
1/14/2013	DM					T:01202	ACTION/RESULT CD CHANGED FROM BRSS TO BRNA
1/14/2013	NT	AGNR				T:20312	AG Consumer Relief End of Solicitation Cycle
1/15/2013	NT	ENDBD				T:25101	End of Balance Sheet Campaign segmentation due to
1/15/2013	NT	ENDBD				T:25101	litigation.
1/15/2013	DM					T:01202	NO ANSWER..

1/15/2013	DM					T:01202	ACTION/RESULT CD CHANGED FROM BRNA TO BRNA
1/17/2013	DMD					T:22222	00/00/00 00:00:00
1/17/2013	DMD					T:22222	00/00/00 00:00:00
1/17/2013	DMD					T:22222	01/17/13 10:52:49 RPC NO RESOLUTION
1/17/2013	CIT	COL22				T:02057	033 "NEW CIT 828; FCL Delay due to Account
1/17/2013	CIT	COL22				T:02057	in review under AG Settlement Eligibility
1/17/2013	CIT	COL22				T:02057	determination. Approval Good Through:1/1/2014"
1/17/2013	CIT	COL22				T:02057	031 DONE 01/17/13 BY TLR 02057
1/17/2013	CIT	COL22				T:02057	TSK TYP 828-LM DO NOT REFER
1/17/2013	DM					T:04651	TTB1 ADV TAD WITHOUT ATTORNEYS FEES AND COSTS; B1
1/17/2013	DM					T:04651	ADV THAT FILLED OUT LOAN DOCS FOR LOAN MOD AND
1/17/2013	DM					T:04651	ALREADY SENT TO ATTORNEY; B1 ADV THAT WAS ADV THAT
1/17/2013	DM					T:04651	HE DOESNT OWE US ANYTHING AND THAT WE WOULD BE
1/17/2013	DM					T:04651	PAYING HIM BC OF A CLAIM HE HAS FILED AGAINST US
1/17/2013	DM					T:04651	WITH THE FED GOVT FOR
1/17/2013	DM					T:04651	ACTION/RESULT CD CHANGED FROM OAAI TO BRSS
1/17/2013	DM					T:04651	VIOLATIONS THAT GMAC COMMITTED AGAINST B1; B1 ADV
1/17/2013	DM					T:04651	THAT IS GOING THROUGH THE INDEPENDENT FORECLOSURE
1/17/2013	DM					T:04651	REVIEW FOR THAT CLAIM
1/17/2013	DM					T:04651	ACTION/RESULT CD CHANGED FROM OAAI TO OAAI
1/17/2013	DM					T:04651	LOSS MITIGATION DISCUSSED AND/OR FINANCIAL PACKAGE
1/17/2013	DM					T:04651	SENT. OUTBOUND CALL
1/17/2013	DM					T:04651	ACTION/RESULT CD CHANGED FROM BRNA TO OAAI
1/21/2013	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
1/22/2013	DMD					T:22222	00/00/00 00:00:00
1/22/2013	DMD					T:22222	01/22/13 13:33:28 RPC NO RESOLUTION
1/22/2013	DMD					T:22222	01/22/13 11:05:15 HANGUP IN Q
1/22/2013	DM					T:22397	OBC TT B1 HE ADV UNABLE TO PROCEED WITH CALL, ADV
1/22/2013	DM					T:22397	THIS SHOULD ONLY TAKE A MOMENT.HE ADV UNABLE TO
1/22/2013	DM					T:22397	TALK, VER HE HAD THE NUMBER TO CALL BACK.
1/22/2013	DM					T:22397	NBURDETTE
1/22/2013	DM					T:22397	ACTION/RESULT CD CHANGED FROM OAAI TO BRUN
1/22/2013	DM					T:22397	OUTBOUND CALL
1/22/2013	DM					T:22397	ACTION/RESULT CD CHANGED FROM BRSS TO OAAI
1/25/2013	CIT	COL05				T:12332	035 he will cll next week with attny's information
1/25/2013	CIT	COL05				T:12332	std fcl caused him to lose his job and he is
1/25/2013	CIT	COL05				T:12332	has a possible law suit pending. emailing
1/25/2013	CIT	COL05				T:12332	legal in regards to possible law suit
1/25/2013	CIT	COL05				T:12332	035 DONE 01/25/13 BY TLR 12332
1/25/2013	CIT	COL05				T:12332	TSK TYP 940-TEAM LEAD ELEVA

1/25/2013	CIT	COL05				T:12332	035 he will cll next week with attny's information
1/25/2013	CIT	COL05				T:12332	std fcl caused him to lose his job and he is
1/25/2013	CIT	COL05				T:12332	has a possible law suit pending.
1/25/2013	CIT	COL05				T:12332	035 advised the customer the fcl was placed on hld
1/25/2013	CIT	COL05				T:12332	due to ag sttl elgblty cust std he wld apply
1/25/2013	CIT	COL05				T:12332	for ag mod advised him if the account is in
1/25/2013	CIT	COL05				T:12332	active litigation it will not be reviewed for
1/25/2013	CIT	COL05				T:12332	a mod advised as of yet we are not showing the
1/25/2013	CIT	COL05				T:12332	account in active litigation. advised cust l
1/25/2013	CIT	COL05				T:12332	could contact our legal dept to ck cust
1/25/2013	CIT	COL05				T:12332	declined std he wld ck with his attny first
1/25/2013	CIT	COL05				T:12332	035 closing cit 940 spk with cust std he was
1/25/2013	CIT	COL05				T:12332	working with independent fcl attny for
1/25/2013	CIT	COL05				T:12332	wrongful fcl cust std he thinks account is in
1/25/2013	CIT	COL05				T:12332	active litigation advisd the cust wld need to
1/25/2013	CIT	COL05				T:12332	provide us with attny information if he is
1/25/2013	CIT	COL05				T:12332	being represented by an attny std he wld
1/25/2013	CIT	COL05				T:12332	contact his attny first and call bck cust sts
1/25/2013	CIT	COL05				T:12332	he thinks the account is in active litigation
1/25/2013	NT	RFDNT				T:22349	b1 adv fcl caused his banking relations to be
1/25/2013	NT	RFDNT				T:22349	ruined.
1/25/2013	CIT	COL05				T:22349	035 new cit 940: b1 needed to speak with someone
1/25/2013	CIT	COL05				T:22349	regarding fcl on mtg ruining his business with
1/25/2013	CIT	COL05				T:22349	his banking job. jmoses2860.
1/25/2013	DM					T:22349	B1 CI. ADV FCL STATUS AND TAD. SD HE HAD PREV RM
1/25/2013	DM					T:22349	AND I ADV REMOVED.. HE REQ FIN PCKG AND I ADV OF
1/25/2013	DM					T:22349	HHF. PROBED RFD AND B1 ADV HE HAS ATTY WORKING ON
1/25/2013	DM					T:22349	FCL DISPUTE, SD IT WAS DISMISSED AND THAT FCL
1/25/2013	DM					T:22349	RUINED HIS BANKING RELATIONS, ESCALATED CALL.
1/25/2013	DM					T:22349	ACTION/RESULT CD CHANGED FROM BRUN TO BRSS
1/25/2013	CIT	COL05				T:22349	034 B1 cld, advised will mail financial package
1/25/2013	CIT	COL05				T:22349	information. Provided expectations.
1/28/2013	NT	155				T:25101	CIT 155-LM package sent
1/28/2013	LIT						reviewed acct
1/29/2013	NT	SLREG				T:25101	Spoc letter mailed via regular mail.....
1/29/2013	DM					T:22346	OB, B1, B1 SD WLD CALL BACK. ADV OF RM #. WHEN
1/29/2013	DM					T:22346	BRWR CALLS BACK- ADV OF WELCOME CALL. RROESLER
1/29/2013	DM					T:22346	2840
1/29/2013	DM					T:22346	ACTION/RESULT CD CHANGED FROM OAAI TO BRUN
1/29/2013	DM					T:22346	OUTBOUND CALL

1/29/2013	DM				T:22346	ACTION/RESULT CD CHANGED FROM BRSS TO OAAI
1/29/2013	CIT	EOY50			T:01504	034 DONE 01/29/13 BY TLR 01504
1/29/2013	CIT	EOY50			T:01504	TSK TYP 155-CC TRACK - LM F
1/29/2013	CIT	EOY50			T:01504	034 Closing CIT 155
1/29/2013	NT	OWNER			T:25101	Single Point of Contact ownership. Ryan Roesler -
1/29/2013	NT	OWNER			T:25101	22346. 1-877-928-4622 opt 5 Ext 874-2840.
1/30/2013	DM				T:22346	OB, B1, NA, LVM. RM RETURNING 2 VOICE MAILS TO
1/30/2013	DM				T:22346	CALL B1. WELCOME CALL. RROESLER 2840
1/30/2013	DM				T:22346	ACTION/RESULT CD CHANGED FROM OAAI TO BRLM
1/30/2013	DM				T:22346	OUTBOUND CALL
1/30/2013	DM				T:22346	ACTION/RESULT CD CHANGED FROM BRUN TO OAAI
2/4/2013	DM				T:00000	EARLY IND: SCORE 101 MODEL EIFRC
2/4/2013	NT	LMT			T:22571	b1 ci returning the phone call he rcvd.refer to
2/4/2013	NT	LMT			T:22571	Ryan Roesler 22346. 1-877-928-4622 opt 5 Ext
2/4/2013	NT	LMT			T:22571	874-2840 jenniferc8412827
2/5/2013	DM				T:22346	**CONT TO PREV NOTE** B1 SD HAD A SMALL LEAK IN
2/5/2013	DM				T:22346	THE ROOF FROM STORM. B1 DID NOT WANT INFO TO
2/5/2013	DM				T:22346	CLAIMS DEPT UNTIL HE HAD ROOF INSPECTED.
2/5/2013	DM				T:22346	ACTION/RESULT CD CHANGED FROM OAAI TO OAAI
2/5/2013	DM				T:22346	OUTBOUND CALL
2/5/2013	DM				T:22346	ACTION/RESULT CD CHANGED FROM BRSS TO OAAI
2/5/2013	DM				T:22346	OB, B1, MM/QA. RM RETURNING VOICE MAIL TO CALL B1.
2/5/2013	DM				T:22346	WELCOME CALL. ADV SPOC. ADV RM INFO. ADV WELCOME
2/5/2013	DM				T:22346	LTR. ADV FCL NO SALE DATE. ADV ACCT IS ELIG TO BE
2/5/2013	DM				T:22346	REVWD FOR AG. B1 SD RECVD W/OUT PCKG. B1 SD IS
2/5/2013	DM				T:22346	ALSO WAITING TO HEAR FROM A PRIVATE FCL REVW. B1
2/5/2013	DM				T:22346	SD IS WORKING W/
2/5/2013	DM				T:22346	ACTION/RESULT CD CHANGED FROM OAAI TO BRSS
2/5/2013	DM				T:22346	ATTY. B1 SD DOES NOT WANT TO GIVE ATTY INFO RIGHT
2/5/2013	DM				T:22346	NOW. ADV OUR DEPT ONLY HANDLES REVW FOR LOSS MIT
2/5/2013	DM				T:22346	AND DOES NOT HANDLE INDEPENDENT FCL REVW. ADV CAN
2/5/2013	DM				T:22346	ONLY RECMND TO CONTIN TO REACH OUT TO REP HANDLING
2/5/2013	DM				T:22346	INDEP FCL REVW. ADV WE HAVE TO HAVE A W/OUT PCKG
2/5/2013	DM				T:22346	TO REVW FOR MOD.
2/5/2013	DM				T:22346	ACTION/RESULT CD CHANGED FROM OAAI TO OAAI
2/5/2013	DM				T:22346	ADV WLD CONTIN TO FLWUP. B1 SD OK, THX. END CALL.
2/5/2013	DM				T:22346	RROESLER 2840
2/5/2013	DM				T:22346	ACTION/RESULT CD CHANGED FROM OAAI TO OAAI
2/5/2013	DM				T:22346	LOSS MITIGATION DISCUSSED AND/OR FINANCIAL PACKAGE
2/5/2013	DM				T:22346	SENT. OUTBOUND CALL

2/5/2013	DM					T:22346	ACTION/RESULT CD CHANGED FROM BRLM TO OAAI
2/6/2013	CIT	TAX20				T:04705	036 New CIT# 579 Core Logic reporting delinquent
2/6/2013	CIT	TAX20				T:04705	taxes for MOORESTOWN TOWNSHIP, Parcel#
2/6/2013	CIT	TAX20				T:04705	03803.0000 00002.0000 waiting on additional
2/6/2013	CIT	TAX20				T:04705	Delq tax information from agency. Will follow
2/6/2013	CIT	TAX20				T:04705	up on 02/28/2013.
2/6/2013	CIT	TAX20				T:04705	032 DONE 02/06/13 BY TLR 04705
2/6/2013	CIT	TAX20				T:04705	TSK TYP 566-MASS WATER/SEWE
2/6/2013	CIT	TAX20				T:04705	032 Closing CIT566: Opening CIT 579 for further
2/6/2013	CIT	TAX20				T:04705	research.
2/6/2013	ITR						
2/9/2013	NT	DODV				T:25102	Per DOD website check 2013-02-03 primary borrower
2/9/2013	NT	DODV				T:25102	FRANK REED is not active duty. Copy of DOD
2/9/2013	NT	DODV				T:25102	website is imaged in Looking Glass.
2/12/2013	DM					T:22346	OB, B1, NA, # JUST RANG, NO VM. FLWUP CALL.
2/12/2013	DM					T:22346	RROESLER 2840
2/12/2013	DM					T:22346	ACTION/RESULT CD CHANGED FROM OAAI TO BRNA
2/12/2013	DM					T:22346	OUTBOUND CALL
2/12/2013	DM					T:22346	ACTION/RESULT CD CHANGED FROM OAAI TO OAAI
2/12/2013	NT	HMPSC				T:02462	2nd notice solicitation sent to borrower via
2/12/2013	NT	HMPSC				T:02462	certified mail # "71925948001902025608 "
2/13/2013	CIT	TAX20				T:19025	036 DONE 02/13/13 BY TLR 19025
2/13/2013	CIT	TAX20				T:19025	TSK TYP 579-TAX - PENDING R
2/13/2013	CIT	TAX20				T:19025	036 Closing CIT#579, Per RSC D Flag reporting
2/13/2013	CIT	TAX20				T:19025	Parcel# 03803.0000 00002.0000 ,MOORESTOWN
2/13/2013	CIT	TAX20				T:19025	TOWNSHIP,* has dlqnt balance from 2nd qtr 2012
2/13/2013	CIT	TAX20				T:19025	iao \$5,363.04 GTD 02/28/2013 charged to escrow
2/13/2013	CIT	TAX20				T:19025	as tax payment made back applied to cover W/S
2/13/2013	CIT	TAX20				T:19025	H/O responsibility. Bank ck ok per Darlene
2/13/2013	CIT	TAX20				T:19025	. FedEx# 555406918212
2/14/2013	CBR		0	00	1	T:00000	FORECLOSURE STARTED
2/14/2013	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
2/15/2013	NT	AGEND				T:20312	AG Consumer Relief Removed from Program:
2/15/2013	NT	AGEND				T:20312	Solicitation No Response
2/18/2013	DM					T:01039	BREACH HOLD REMOVED MANUALLY
2/19/2013	FOR						02/19/13 - 11:11 - 00030
2/19/2013	FOR						Foreclosure (NIE Id# 51891894) sent
2/19/2013	FOR						to ZUCKER GOLDBERG & ACKERMAN at
2/19/2013	FOR						2/19/2013 11:11:03 AM by Automated
2/19/2013	FOR						Tasks

2/19/2013	FOR					02/19/13 - 08:58 - 00007
2/19/2013	FOR					nts: Hold Ended . Status: Active,
2/19/2013	FOR					approval not required.
2/19/2013	FOR					02/19/13 - 08:58 - 00007
2/19/2013	FOR					System updated for the following
2/19/2013	FOR					event: User has reprojected the
2/19/2013	FOR					step Aged Process Necessary to
2/19/2013	FOR					2/19/2013. Reason: Hold Ended. Comme
2/19/2013	FOR					02/19/13 - 08:58 - 00007
2/19/2013	FOR					nded . Status: Active, approval
2/19/2013	FOR					not required.
2/19/2013	FOR					02/19/13 - 08:58 - 00007
2/19/2013	FOR					System updated for the following
2/19/2013	FOR					event: User has reprojected the
2/19/2013	FOR					step Judgment Entered to 2/19/2013.
2/19/2013	FOR					Reason: Hold Ended. Comments: Hold E
2/19/2013	FOR					02/19/13 - 08:58 - 84139
2/19/2013	FOR					r has ended the hold. Hold End
2/19/2013	FOR					Date: 02/19/2013. Hold type: Loss
2/19/2013	FOR					Mitigation Workout
2/19/2013	FOR					02/19/13 - 08:58 - 84139
2/19/2013	FOR					nt: User has ended the hold. Hold
2/19/2013	FOR					End Date: 02/19/2013. Hold type:
2/19/2013	FOR					Loss Mitigation WorkoutSystem
2/19/2013	FOR					updated for the following event: Use
2/19/2013	FOR					02/19/13 - 08:58 - 84139
2/19/2013	FOR					Intercom From: Tabitha Shead, GMAC
2/19/2013	FOR					- To: Chad Williams (GMAC) /
2/19/2013	FOR					Subject: Hold Request/Message:
2/19/2013	FOR					System updated for the following eve
2/19/2013	FOR					02/19/13 - 08:58 - 84139
2/19/2013	FOR					User has updated the system for the
2/19/2013	FOR					following event:
2/19/2013	FOR					
2/19/2013	FOR					02/19/13 - 08:58 - 84139
2/19/2013	FOR					Process opened 2/19/2013 by user
2/19/2013	FOR					Tabitha Shead.
2/19/2013	FOR					02/19/13 - 11:00 - 48252
2/19/2013	FOR					Intercom Message: / Read: 2/19/2013

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2/19/2013	FOR					10:59:32 AM / From: Shead, Tabitha
2/19/2013	FOR					/ To: Williams, Chad; / CC: /
2/19/2013	FOR					Intercom Type: General Update / Subj
2/19/2013	FOR					02/19/13 - 11:00 - 48252
2/19/2013	FOR					ect: Hold Request /
2/19/2013	FOR					02/19/13 - 11:01 - 00030
2/19/2013	FOR					Foreclosure (NIE Id# 6928995) sent
2/19/2013	FOR					to ZUCKER GOLDBERG & ACKERMAN at
2/19/2013	FOR					2/19/2013 11:01:03 AM by Automated
2/19/2013	FOR					Tasks
2/19/2013	DM				T:22346	OB, B1, B1 SD NOT A GOOD TIME. ADV B1 FLWUP CALL
2/19/2013	DM				T:22346	AND TO CALL BACK IF HAD ANY ?'S. RROESLER 2840
2/19/2013	DM				T:22346	ACTION/RESULT CD CHANGED FROM OAAI TO BRUN
2/19/2013	DM				T:22346	OUTBOUND CALL
2/19/2013	DM				T:22346	ACTION/RESULT CD CHANGED FROM BRNA TO OAAI
2/19/2013	NT	LMERV			T:02057	Closed AG CIT 828. AGEND notification report
2/19/2013	NT	LMERV			T:02057	received.
2/19/2013	NT	FCRSM			T:20254	
2/19/2013	NT	FCRSM			T:20254	
2/19/2013	NT	LMENT			T:20254	
2/19/2013	CIT	COL22			T:02057	033 DONE 02/19/13 BY TLR 02057
2/19/2013	CIT	COL22			T:02057	TSK TYP 828-LM DO NOT REFER
2/19/2013	D28		0	DT	8	BILLING STATEMENT FROM REPORT R628
2/20/2013	FOR					02/20/13 - 12:35 - 10813
2/20/2013	FOR					ot required.
2/20/2013	FOR					02/20/13 - 12:35 - 10813
2/20/2013	FOR					dvised proceeding instructions have
2/20/2013	FOR					been received. At this time we are
2/20/2013	FOR					reviewing the file. Next follow up
2/20/2013	FOR					03/06 . Status: Active, approval n
2/20/2013	FOR					02/20/13 - 12:35 - 10813
2/20/2013	FOR					System updated for the following
2/20/2013	FOR					event: User has reprojected the
2/20/2013	FOR					step Judgment Entered to 3/6/2013.
2/20/2013	FOR					Reason: Other. Comments: Please be a
2/20/2013	NT	RBRND			T:25101	Ocwen Rebrand SPOC Notice
2/21/2013	FOR					02/21/13 - 13:12 - 28026
2/21/2013	FOR					User has updated the system for the
2/21/2013	FOR					following event:
2/21/2013	FOR					

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2/21/2013	FOR					
2/26/2013	NT	SLREG			T:25101	Spoc release letter mailed via regular mail.....
2/26/2013	NT	ENDSP			T:25102	End Single Point of Contact segmentation due to 30
2/26/2013	NT	ENDSP			T:25102	days no pkg rcvd.
2/28/2013	DMD				T:22222	00/00/00 00:00:00
2/28/2013	DMD				T:22222	00/00/00 00:00:00
2/28/2013	DMD				T:22222	02/28/13 12:35:03 NO ANSWER
3/1/2013	DMD				T:22222	00/00/00 00:00:00
3/1/2013	DMD				T:22222	00/00/00 00:00:00
3/1/2013	DMD				T:22222	03/01/13 18:01:05 ANSWERING MACHINE
3/4/2013	DM				T:00000	EARLY IND: SCORE 101 MODEL EIFRC
3/4/2013	DMD				T:22222	00/00/00 00:00:00
3/4/2013	DMD				T:22222	00/00/00 00:00:00
3/4/2013	DMD				T:22222	03/04/13 10:07:46 MSG ANS MACH
3/4/2013	DMD				T:22222	00/00/00 00:00:00
3/4/2013	DMD				T:22222	00/00/00 00:00:00
3/4/2013	DMD				T:22222	03/02/13 10:11:41 MSG TO VOICE
3/5/2013	DMD				T:22222	00/00/00 00:00:00
3/5/2013	DMD				T:22222	00/00/00 00:00:00
3/5/2013	DMD				T:22222	03/05/13 10:12:14 MSG TO VOICE
3/5/2013	DM				T:16493	IBC TT B1/ ADV RM NO LONGER ON FILE- ADV WILL BE
3/5/2013	DM				T:16493	ABLE TO ASSIST/ B1 ADV WAS WORKING ON THE PACKAGE
3/5/2013	DM				T:16493	- ADDRESS PACKAGE/ INQ ABT ATTY GENERAL SETTLEMENT
3/5/2013	DM				T:16493	- SD HIS ATTY REVIEWED THE ATTY GENERAL SETTLEMENT
3/5/2013	DM				T:16493	- DISCUSSED THE AG SETTLEMENT WITH B1/ ADV TAT FOR
3/5/2013	DM				T:16493	MOD REVIEW
3/5/2013	DM				T:16493	ACTION/RESULT CD CHANGED FROM OAAI TO BRSS
3/5/2013	DM				T:16493	ONCE REC FULL COMPLETED PACKAGE- ADV MAY FAX OR
3/5/2013	DM				T:16493	MAIL
3/5/2013	DM				T:16493	ACTION/RESULT CD CHANGED FROM OAAI TO OAAI
3/5/2013	DM				T:16493	LOSS MITIGATION DISCUSSED AND/OR FINANCIAL PACKAGE
3/5/2013	DM				T:16493	SENT. PAYMENT ARRANGEMENTS WERE NOT MADE (RPC MUS
3/5/2013	DM				T:16493	BE OBTAINED). INBOUND CALL
3/5/2013	DM				T:16493	ACTION/RESULT CD CHANGED FROM BRUN TO OAAI
3/6/2013	FOR					03/06/13 - 08:59 - 10813
3/6/2013	FOR					res in order to proceed accordingly
3/6/2013	FOR					per Dave Cunningham. Once these
3/6/2013	FOR					procedures are finalized
3/6/2013	FOR					03/06/13 - 08:59 - 10813
3/6/2013	FOR					n NJ has been lifted. GMAC may

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3/6/2013	FOR						proceed with Foreclosure under the
3/6/2013	FOR						new rules, however at this time,
3/6/2013	FOR						GMAC is still finalizing all procedu
3/6/2013	FOR						03/06/13 - 08:59 - 10813
3/6/2013	FOR						the court order issued September
3/6/2013	FOR						2011, the order issued by Judge
3/6/2013	FOR						Jacobsen entered on March 29, 2011
3/6/2013	FOR						which stayed all GMAC Foreclosures i
3/6/2013	FOR						03/06/13 - 08:59 - 10813
3/6/2013	FOR						System updated for the following
3/6/2013	FOR						event: User has reprojected the
3/6/2013	FOR						step Judgment Entered to 4/6/2013.
3/6/2013	FOR						Reason: Other. Comments: Pursuant to
3/6/2013	FOR						03/06/13 - 08:59 - 10813
3/6/2013	FOR						or holiday to next available
3/6/2013	FOR						business day. Date moved from
3/6/2013	FOR						4/6/2013 to 4/8/2013.. Status:
3/6/2013	FOR						Active, approval not required.
3/6/2013	FOR						03/06/13 - 08:59 - 10813
3/6/2013	FOR						Melissa Matthies - (Cont) - , we
3/6/2013	FOR						may proceed with all NJ
3/6/2013	FOR						foreclosures. Next follow up 4/6
3/6/2013	FOR						Due date pushed forward from weekend
3/6/2013	DM					T:22346	OB, B1, MM/QA. RM RETURNING VOICE MAIL TO CALL B1.
3/6/2013	DM					T:22346	B1 SD HIS ATTY HAS FILED CLAIMS RE WRONGFUL FCL
3/6/2013	DM					T:22346	AND IS ALSO WORKING W/ INDEPENDENT FCL REVW. ADV
3/6/2013	DM					T:22346	OUR DEPT IS LOSS MIT AND DOES NOT HANDLE CLAIMS OR
3/6/2013	DM					T:22346	LEGAL. ADV WLD NEED ATTY INFO. ADV CORRESPONDENCE
3/6/2013	DM					T:22346	ACTION/RESULT CD CHANGED FROM OAAI TO BRSS
3/6/2013	DM					T:22346	ADDRESS TO SEND INFO THEN WILL BE ASSIGNED TO
3/6/2013	DM					T:22346	LEGAL DEPT. ADV EMAIL ADDRESS TO SEND PCKG. ADV NO
3/6/2013	DM					T:22346	LONGER RM ON ACCT. ADV ONCE PCKG RECVD WILL BE
3/6/2013	DM					T:22346	ASSIGNED RM. ADV FCL NO SALE DATE. RROESLER 2840
3/6/2013	DM					T:22346	ACTION/RESULT CD CHANGED FROM OAAI TO OAAI
3/6/2013	DM					T:22346	LOSS MITIGATION DISCUSSED AND/OR FINANCIAL PACKAGE
3/6/2013	DM					T:22346	SENT. OUTBOUND CALL
3/6/2013	DM					T:22346	ACTION/RESULT CD CHANGED FROM BRSS TO OAAI
3/11/2013	DMD					T:22222	00/00/00 00:00:00
3/11/2013	DMD					T:22222	00/00/00 00:00:00
3/11/2013	DMD					T:22222	03/11/13 14:26:49 ANSWERING MACHINE

3/11/2013	DMD					T:22222	00/00/00 00:00:00
3/11/2013	DMD					T:22222	00/00/00 00:00:00
3/11/2013	DMD					T:22222	03/09/13 12:00:25 MSG ANS MACH
3/12/2013	DMD					T:22222	00/00/00 00:00:00
3/12/2013	DMD					T:22222	03/12/13 13:02:36 RPC No Resolution
3/12/2013	DMD					T:22222	03/12/13 09:04:26 Answering Machine
3/12/2013	DM					T:03461	B1 CI.ADV MMQD.SD RCV FIN PKG FOR MOD.SD LAWYER &
3/12/2013	DM					T:03461	CPA WORKING FOR AG STLMT PREPARING FOR
3/12/2013	DM					T:03461	SUBMISSION.ADV NO SALE DATE.ADV TAD W/O FCL
3/12/2013	DM					T:03461	F/C.ASK WHEN CREDIT RECV.ADV MIGHT 2008 BUT NO
3/12/2013	DM					T:03461	INFO ON FILE.JULIEANNA8413400
3/12/2013	DM					T:03461	DFLT REASON 1 CHANGED TO: SERVICING PROBLEMS
3/12/2013	DM					T:03461	ACTION/RESULT CD CHANGED FROM OAAI TO BRSS
3/12/2013	DM					T:03461	LOSS MITIGATION DISCUSSED AND/OR FINANCIAL PACKAGE
3/12/2013	DM					T:03461	SENT. INBOUND CALL
3/12/2013	DM					T:03461	ACTION/RESULT CD CHANGED FROM BRSS TO OAAI
3/12/2013	NT	RFDNT				T:03461	rfd.since 2008 b1 sd gmac fault sd there is a good
3/12/2013	NT	RFDNT				T:03461	record on file sd working w/ lawyer sd on going
3/12/2013	NT	RFDNT				T:03461	issue
3/18/2013	DMD					T:22222	00/00/00 00:00:00
3/18/2013	DMD					T:22222	03/16/13 11:12:37 Hangup in Q
3/18/2013	DMD					T:22222	03/16/13 09:19:41 Answering Machine
3/18/2013	CBR		0	00	1	T:00000	FORECLOSURE STARTED
3/18/2013	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
3/19/2013	DMD					T:22222	00/00/00 00:00:00
3/19/2013	DMD					T:22222	00/00/00 00:00:00
3/19/2013	DMD					T:22222	03/19/13 17:31:39 ANSWERING MACHINE
3/19/2013	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
3/20/2013	DMD					T:22222	00/00/00 00:00:00
3/20/2013	DMD					T:22222	00/00/00 00:00:00
3/20/2013	DMD					T:22222	03/20/13 14:28:23 ANSWERING MACHINE
3/21/2013	DMD					T:22222	00/00/00 00:00:00
3/21/2013	DMD					T:22222	03/21/13 15:43:10 RPC NO RESOLUTION
3/21/2013	DMD					T:22222	03/21/13 14:10:15 NO ANSWER
3/21/2013	DM					T:15020	OBC TT B1. ADV B1 OF FCL, TAD, ATTY COST & FEES.
3/21/2013	DM					T:15020	B1 ADV IS WORKING ON AG SETTLE LOAN MOD, & IS
3/21/2013	DM					T:15020	STILL GATHERING INFO FOR LOAN MOD. B1 ADV WILL
3/21/2013	DM					T:15020	SEND INFO ASAP.
3/21/2013	DM					T:15020	ACTION/RESULT CD CHANGED FROM OAAI TO BRSS
3/21/2013	DM					T:15020	LOSS MITIGATION DISCUSSED AND/OR FINANCIAL PACKAGE

3/21/2013	DM				T:15020	SENT. OUTBOUND CALL
3/21/2013	DM				T:15020	ACTION/RESULT CD CHANGED FROM BRSS TO OAAI
3/26/2013	DMD				T:22222	00/00/00 00:00:00
3/26/2013	DMD				T:22222	00/00/00 00:00:00
3/26/2013	DMD				T:22222	03/26/13 14:56:28 NO ANSWER
3/27/2013	DMD				T:22222	00/00/00 00:00:00
3/27/2013	DMD				T:22222	03/27/13 14:57:42 RPC RESOLUTION
3/27/2013	DMD				T:22222	03/27/13 13:23:13 ANSWERING MACHINE
3/27/2013	DM				T:14245	WORKING ON MOD
3/27/2013	DM				T:14245	ACTION/RESULT CD CHANGED FROM OAAI TO OAAI
3/27/2013	DM				T:14245	OUTBOUND CALL
3/27/2013	DM				T:14245	ACTION/RESULT CD CHANGED FROM BRSS TO OAAI
3/27/2013	DM				T:14245	TT B1 TAD UF, TAD HHF F/C ADV OF SALE OR DIL,
3/27/2013	DM				T:14245	PHONE DISCONNECT
3/27/2013	DM				T:14245	ACTION/RESULT CD CHANGED FROM OAAI TO BRSS
3/27/2013	DM				T:14245	LOSS MITIGATION DISCUSSED AND/OR FINANCIAL PACKAGE
3/27/2013	DM				T:14245	SENT. OUTBOUND CALL
3/27/2013	DM				T:14245	ACTION/RESULT CD CHANGED FROM BRSS TO OAAI
3/27/2013	NT	HHFSL			T:14245	inform of hhf
4/1/2013	DMD				T:22222	04/01/13 16:00:58 RPC NO RESOLUTION
4/1/2013	DMD				T:22222	04/01/13 14:56:21 ANSWERING MACHINE
4/1/2013	DMD				T:22222	04/01/13 12:25:07 ANSWERING MACHINE
4/1/2013	DM				T:14522	SPOKE WITH B1-STATED THAT HE WAS FILLING OUT THE
4/1/2013	DM				T:14522	FINANCIAL PAKCAGE FOR THE AG SETTLEMENT STATED
4/1/2013	DM				T:14522	THAT HE WAS APART OF THE SETTLEMENT AND WAS TOLD
4/1/2013	DM				T:14522	THAT HE WAS ELIGIBLE BC HE WAS IN A FCL STATUS
4/1/2013	DM				T:14522	DURING TIMEFRAMS ADV THAT I SAW THAT FILE WAS
4/1/2013	DM				T:14522	BEING REVIEWED FOR IT
4/1/2013	DM				T:14522	ACTION/RESULT CD CHANGED FROM OAAI TO BRSS
4/1/2013	DM				T:14522	01/17/2013 BUT WASNT SHOWING IT RECENTLY ADV THAT
4/1/2013	DM				T:14522	HE HAS HANDED THE WOP WE SENT OVER TO HIS ATTY AND
4/1/2013	DM				T:14522	CPA TO TAKE A LOOK AT-ASKED WAS HE MADE AWARE WHEN
4/1/2013	DM				T:14522	THE DOCS WOULD BE SUBMITTED STATED THAT HE
4/1/2013	DM				T:14522	WASNT-ADV OF FCL STATUS TAD W/O FEES AND ALSO NO
4/1/2013	DM				T:14522	SALE DATE
4/1/2013	DM				T:14522	ACTION/RESULT CD CHANGED FROM OAAI TO OAAI
4/1/2013	DM				T:14522	APRILHEARD8742178
4/1/2013	DM				T:14522	ACTION/RESULT CD CHANGED FROM OAAI TO OAAI
4/1/2013	DM				T:14522	LOSS MITIGATION DISCUSSED AND/OR FINANCIAL PACKAGE
4/1/2013	DM				T:14522	SENT. PAYMENT ARRANGEMENTS WERE NOT MADE (RPC MUS

4/1/2013	DM					T:14522	BE OBTAINED). INBOUND CALL
4/1/2013	DM					T:14522	ACTION/RESULT CD CHANGED FROM OAAI TO OAAI
4/2/2013	DM					T:00000	EARLY IND: SCORE 101 MODEL EIFRC
4/5/2013	DMD					T:22222	00/00/00 00:00:00
4/5/2013	DMD					T:22222	00/00/00 00:00:00
4/5/2013	DMD					T:22222	04/05/13 09:09:13 Hangup in Q
4/8/2013	DMD					T:22222	00/00/00 00:00:00
4/8/2013	DMD					T:22222	04/06/13 11:14:18 RPC No Resolution
4/8/2013	DMD					T:22222	04/06/13 09:15:10 Answering Machine
4/8/2013	FOR						04/08/13 - 14:52 - 10813
4/8/2013	FOR						of procedures for NJ loans per the
4/8/2013	FOR						NJ remediation Next follow up 4/22
4/8/2013	FOR						. Status: Active, approval not
4/8/2013	FOR						required.
4/8/2013	FOR						04/08/13 - 14:52 - 10813
4/8/2013	FOR						System updated for the following
4/8/2013	FOR						event: User has reprojected the
4/8/2013	FOR						step Judgment Entered to 4/22/2013.
4/8/2013	FOR						Reason: Other. Comments: awt receipt
4/9/2013	DMD					T:22222	00/00/00 00:00:00
4/9/2013	DMD					T:22222	04/09/13 13:06:17 No circuit available
4/9/2013	DMD					T:22222	04/09/13 09:08:16 Answering Machine
4/10/2013	DMD					T:22222	00/00/00 00:00:00
4/10/2013	DMD					T:22222	04/10/13 13:06:01 Answering Machine
4/10/2013	DMD					T:22222	04/10/13 09:06:41 Answering Machine
4/11/2013	DMD					T:22222	00/00/00 00:00:00
4/11/2013	DMD					T:22222	04/10/13 13:06:01 Answering Machine
4/11/2013	DMD					T:22222	04/10/13 09:06:41 Answering Machine
4/11/2013	DMD					T:22222	00/00/00 00:00:00
4/11/2013	DMD					T:22222	00/00/00 00:00:00
4/11/2013	DMD					T:22222	04/11/13 17:31:07 LEFT MESSAGE
4/11/2013	CBR		0	00	1	T:00000	FORECLOSURE STARTED
4/11/2013	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
4/11/2013	DM					T:12402	O/B LMOR *SNEWBELL8742703*
4/11/2013	DM					T:12402	ACTION/RESULT CD CHANGED FROM BRSS TO BRLM
4/12/2013	DMD					T:22222	00/00/00 00:00:00
4/12/2013	DMD					T:22222	04/10/13 13:06:01 Answering Machine
4/12/2013	DMD					T:22222	04/10/13 09:06:41 Answering Machine
4/12/2013	DMD					T:22222	00/00/00 00:00:00
4/12/2013	DMD					T:22222	00/00/00 00:00:00

4/12/2013	DMD					T:22222	04/12/13 14:44:43 NO ANSWER
4/15/2013	DMD					T:22222	00/00/00 00:00:00
4/15/2013	DMD					T:22222	04/10/13 13:06:01 Answering Machine
4/15/2013	DMD					T:22222	04/10/13 09:06:41 Answering Machine
4/15/2013	DMD					T:22222	00/00/00 00:00:00
4/15/2013	DMD					T:22222	00/00/00 00:00:00
4/15/2013	DMD					T:22222	04/15/13 14:03:06 NO ANSWER
4/15/2013	DMD					T:22222	00/00/00 00:00:00
4/15/2013	DMD					T:22222	04/10/13 13:06:01 Answering Machine
4/15/2013	DMD					T:22222	04/10/13 09:06:41 Answering Machine
4/15/2013	DMD					T:22222	00/00/00 00:00:00
4/15/2013	DMD					T:22222	04/10/13 13:06:01 Answering Machine
4/15/2013	DMD					T:22222	04/10/13 09:06:41 Answering Machine
4/15/2013	DMD					T:22222	00/00/00 00:00:00
4/15/2013	DMD					T:22222	00/00/00 00:00:00
4/15/2013	DMD					T:22222	04/13/13 11:20:38 MSG ANS MACH
4/16/2013	DMD					T:22222	00/00/00 00:00:00
4/16/2013	DMD					T:22222	00/00/00 00:00:00
4/16/2013	DMD					T:22222	04/16/13 14:58:46 Answering Machine
4/17/2013	DMD					T:22222	00/00/00 00:00:00
4/17/2013	DMD					T:22222	00/00/00 00:00:00
4/17/2013	DMD					T:22222	04/16/13 14:58:46 Answering Machine
4/17/2013	DMD					T:22222	00/00/00 00:00:00
4/17/2013	DMD					T:22222	00/00/00 00:00:00
4/17/2013	DMD					T:22222	04/17/13 11:25:44 MSG ANS MACH
4/18/2013	DMD					T:22222	00/00/00 00:00:00
4/18/2013	DMD					T:22222	04/18/13 13:02:55 Answering Machine
4/18/2013	DMD					T:22222	04/18/13 09:05:01 Answering Machine
4/19/2013	DMD					T:22222	00/00/00 00:00:00
4/19/2013	DMD					T:22222	00/00/00 00:00:00
4/19/2013	DMD					T:22222	04/19/13 13:07:47 MSG ANS MACH
4/19/2013	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
4/22/2013	DMD					T:22222	00/00/00 00:00:00
4/22/2013	DMD					T:22222	00/00/00 00:00:00
4/22/2013	DMD					T:22222	04/22/13 13:27:01 MSG ANS MACH
4/22/2013	ET		0	0	0		ARM CHANGE NOTICE SCHEDULED FOR 04/23/13
4/22/2013	FOR						04/22/13 - 16:24 - 10813
4/22/2013	FOR						System updated for the following
4/22/2013	FOR						event: User has reprojected the
4/22/2013	FOR						step Judgment Entered to 5/6/2013.

4/22/2013	FOR					Reason: Other. Comments: Kindly be a
4/22/2013	FOR					04/22/13 - 16:24 - 10813
4/22/2013	FOR					dvice we are reviewing the file and
4/22/2013	FOR					will update you shortly.
4/22/2013	FOR					Status: Active, approval not
4/22/2013	FOR					required.
4/23/2013	DMD				T:22222	00/00/00 00:00:00
4/23/2013	DMD				T:22222	00/00/00 00:00:00
4/23/2013	DMD				T:22222	04/23/13 11:24:14 NO ANSWER
4/24/2013	DMD				T:22222	00/00/00 00:00:00
4/24/2013	DMD				T:22222	00/00/00 00:00:00
4/24/2013	DMD				T:22222	04/24/13 14:48:31 MSG ANS MACH
4/24/2013	D19		0	04	8	ARM CHANGE NOTICE CREATED - LETTER
4/24/2013	FOR					04/24/13 - 13:26 - 33097
4/24/2013	FOR					Status: Active, approval not
4/24/2013	FOR					required.
4/24/2013	FOR					04/24/13 - 13:26 - 33097
4/24/2013	FOR					his loan was not on the Order to
4/24/2013	FOR					Show Cause list. Team Lead will
4/24/2013	FOR					review with BABC/ZGA to see why
4/24/2013	FOR					loan was omitted from OSC.
4/24/2013	FOR					04/24/13 - 13:26 - 33097
4/24/2013	FOR					System updated for the following
4/24/2013	FOR					event: User has reprojected the
4/24/2013	FOR					step Aged Process Necessary to
4/24/2013	FOR					5/1/2013. Reason: Other. Comments: T
4/25/2013	DMD				T:22222	00/00/00 00:00:00
4/25/2013	DMD				T:22222	04/25/13 16:42:54 MSG ANS MACH
4/25/2013	DMD				T:22222	04/25/13 11:31:03 NO ANSWER
4/26/2013	DMD				T:22222	00/00/00 00:00:00
4/26/2013	DMD				T:22222	00/00/00 00:00:00
4/26/2013	DMD				T:22222	04/26/13 13:23:14 MSG ANS MACH
4/29/2013	DMD				T:22222	00/00/00 00:00:00
4/29/2013	DMD				T:22222	00/00/00 00:00:00
4/29/2013	DMD				T:22222	04/29/13 14:17:15 NO ANSWER
4/29/2013	DMD				T:22222	00/00/00 00:00:00
4/29/2013	DMD				T:22222	00/00/00 00:00:00
4/29/2013	DMD				T:22222	04/27/13 13:50:41 HANGUP IN Q
4/30/2013	DMD				T:22222	00/00/00 00:00:00
4/30/2013	DMD				T:22222	00/00/00 00:00:00

4/30/2013	DMD					T:22222	04/30/13 13:42:34 MSG ANS MACH
5/1/2013	DMD					T:22222	05/01/13 15:32:49 ANSWERING MACHINE
5/1/2013	DMD					T:22222	05/01/13 14:54:28 ANSWERING MACHINE
5/1/2013	DMD					T:22222	05/01/13 10:42:40 ANSWERING MACHINE
5/2/2013	DM					T:00000	EARLY IND: SCORE 101 MODEL EIFRC
5/3/2013	DMD					T:22222	00/00/00 00:00:00
5/3/2013	DMD					T:22222	00/00/00 00:00:00
5/3/2013	DMD					T:22222	05/03/13 14:41:17 ANSWERING MACHINE
5/6/2013	DMD					T:22222	00/00/00 00:00:00
5/6/2013	DMD					T:22222	00/00/00 00:00:00
5/6/2013	DMD					T:22222	05/06/13 15:14:01 MSG ANS MACH
5/6/2013	DMD					T:22222	00/00/00 00:00:00
5/6/2013	DMD					T:22222	00/00/00 00:00:00
5/6/2013	DMD					T:22222	05/04/13 13:09:46 MSG ANS MACH
5/6/2013	FOR						05/06/13 - 16:19 - 10813
5/6/2013	FOR						advise we are reviewing the file and
5/6/2013	FOR						will update you shortly.
5/6/2013	FOR						Status: Active, approval not
5/6/2013	FOR						required.
5/6/2013	FOR						05/06/13 - 16:19 - 10813
5/6/2013	FOR						System updated for the following
5/6/2013	FOR						event: User has reprojected the
5/6/2013	FOR						step Judgment Entered to 5/20/2013.
5/6/2013	FOR						Reason: Other. Comments: Kindly be a
5/7/2013	DMD					T:22222	00/00/00 00:00:00
5/7/2013	DMD					T:22222	00/00/00 00:00:00
5/7/2013	DMD					T:22222	05/07/13 12:47:15 MSG TO VOICE
5/8/2013	DMD					T:22222	00/00/00 00:00:00
5/8/2013	DMD					T:22222	00/00/00 00:00:00
5/8/2013	DMD					T:22222	05/08/13 12:29:39 ANSWERING MACHINE
5/9/2013	DMD					T:22222	00/00/00 00:00:00
5/9/2013	DMD					T:22222	05/09/13 13:06:22 Answering Machine
5/9/2013	DMD					T:22222	05/09/13 09:09:00 Answering Machine
5/9/2013	CBR		0	00	1	T:00000	FORECLOSURE STARTED
5/9/2013	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
5/10/2013	DMD					T:22222	00/00/00 00:00:00
5/10/2013	DMD					T:22222	05/10/13 13:05:34 Answering Machine
5/10/2013	DMD					T:22222	05/10/13 09:07:27 Answering Machine
5/13/2013	DMD					T:22222	00/00/00 00:00:00
5/13/2013	DMD					T:22222	05/10/13 13:05:34 Answering Machine

5/13/2013	DMD					T:22222	05/10/13 09:07:27 Answering Machine
5/13/2013	DMD					T:22222	00/00/00 00:00:00
5/13/2013	DMD					T:22222	05/13/13 17:33:55 ANSWERING MACHINE
5/13/2013	DMD					T:22222	05/13/13 13:33:32 NO ANSWER
5/13/2013	DMD					T:22222	00/00/00 00:00:00
5/13/2013	DMD					T:22222	05/10/13 13:05:34 Answering Machine
5/13/2013	DMD					T:22222	05/10/13 09:07:27 Answering Machine
5/13/2013	DMD					T:22222	00/00/00 00:00:00
5/13/2013	DMD					T:22222	05/10/13 13:05:34 Answering Machine
5/13/2013	DMD					T:22222	05/10/13 09:07:27 Answering Machine
5/14/2013	DMD					T:22222	00/00/00 00:00:00
5/14/2013	DMD					T:22222	05/10/13 13:05:34 Answering Machine
5/14/2013	DMD					T:22222	05/10/13 09:07:27 Answering Machine
5/14/2013	DMD					T:22222	00/00/00 00:00:00
5/14/2013	DMD					T:22222	00/00/00 00:00:00
5/14/2013	DMD					T:22222	05/14/13 13:13:41 ANSWERING MACHINE
5/15/2013	DMD					T:22222	00/00/00 00:00:00
5/15/2013	DMD					T:22222	05/15/13 13:05:08 Answering Machine
5/15/2013	DMD					T:22222	05/15/13 09:07:57 Answering Machine
5/16/2013	DMD					T:22222	00/00/00 00:00:00
5/16/2013	DMD					T:22222	05/15/13 13:05:08 Answering Machine
5/16/2013	DMD					T:22222	05/15/13 09:07:57 Answering Machine
5/16/2013	DMD					T:22222	00/00/00 00:00:00
5/16/2013	DMD					T:22222	05/16/13 14:28:29 LINE IDLE
5/16/2013	DMD					T:22222	05/16/13 11:55:59 NO ANSWER
5/17/2013	DMD					T:22222	00/00/00 00:00:00
5/17/2013	DMD					T:22222	05/17/13 13:03:03 Answering Machine
5/17/2013	DMD					T:22222	05/17/13 09:47:02 Answering Machine
5/20/2013	DMD					T:22222	00/00/00 00:00:00
5/20/2013	DMD					T:22222	05/17/13 13:03:03 Answering Machine
5/20/2013	DMD					T:22222	05/17/13 09:47:02 Answering Machine
5/20/2013	DMD					T:22222	00/00/00 00:00:00
5/20/2013	DMD					T:22222	00/00/00 00:00:00
5/20/2013	DMD					T:22222	05/20/13 11:02:52 MSG ANS MACH
5/20/2013	DMD					T:22222	00/00/00 00:00:00
5/20/2013	DMD					T:22222	05/17/13 13:03:03 Answering Machine
5/20/2013	DMD					T:22222	05/17/13 09:47:02 Answering Machine
5/20/2013	DMD					T:22222	00/00/00 00:00:00
5/20/2013	DMD					T:22222	05/17/13 13:03:03 Answering Machine
5/20/2013	DMD					T:22222	05/17/13 09:47:02 Answering Machine

5/21/2013	DMD					T:22222	00/00/00 00:00:00
5/21/2013	DMD					T:22222	05/17/13 13:03:03 Answering Machine
5/21/2013	DMD					T:22222	05/17/13 09:47:02 Answering Machine
5/21/2013	DMD					T:22222	00/00/00 00:00:00
5/21/2013	DMD					T:22222	00/00/00 00:00:00
5/21/2013	DMD					T:22222	05/21/13 12:02:38 NO ANSWER
5/21/2013	D28		0	DT	8		FORCED BILLING STATEMENT FROM REPORT R628
5/22/2013	DMD					T:22222	00/00/00 00:00:00
5/22/2013	DMD					T:22222	05/17/13 13:03:03 Answering Machine
5/22/2013	DMD					T:22222	05/17/13 09:47:02 Answering Machine
5/22/2013	DMD					T:22222	00/00/00 00:00:00
5/22/2013	DMD					T:22222	05/22/13 17:59:51 ANSWERING MACHINE
5/22/2013	DMD					T:22222	05/22/13 13:45:36 NO ANSWER
5/23/2013	DMD					T:22222	00/00/00 00:00:00
5/23/2013	DMD					T:22222	05/17/13 13:03:03 Answering Machine
5/23/2013	DMD					T:22222	05/17/13 09:47:02 Answering Machine
5/23/2013	DMD					T:22222	00/00/00 00:00:00
5/23/2013	DMD					T:22222	05/23/13 16:09:48 NO ANSWER
5/23/2013	DMD					T:22222	05/23/13 11:58:25 ANSWERING MACHINE
5/24/2013	DMD					T:22222	00/00/00 00:00:00
5/24/2013	DMD					T:22222	05/17/13 13:03:03 Answering Machine
5/24/2013	DMD					T:22222	05/17/13 09:47:02 Answering Machine
5/24/2013	DMD					T:22222	00/00/00 00:00:00
5/24/2013	DMD					T:22222	00/00/00 00:00:00
5/24/2013	DMD					T:22222	05/24/13 12:36:59 NO ANSWER
5/27/2013	DMD					T:22222	00/00/00 00:00:00
5/27/2013	DMD					T:22222	05/17/13 13:03:03 Answering Machine
5/27/2013	DMD					T:22222	05/17/13 09:47:02 Answering Machine
5/27/2013	DMD					T:22222	00/00/00 00:00:00
5/27/2013	DMD					T:22222	05/17/13 13:03:03 Answering Machine
5/27/2013	DMD					T:22222	05/17/13 09:47:02 Answering Machine
5/27/2013	DMD					T:22222	00/00/00 00:00:00
5/27/2013	DMD					T:22222	05/17/13 13:03:03 Answering Machine
5/27/2013	DMD					T:22222	05/17/13 09:47:02 Answering Machine
5/28/2013	DMD					T:22222	00/00/00 00:00:00
5/28/2013	DMD					T:22222	05/17/13 13:03:03 Answering Machine
5/28/2013	DMD					T:22222	05/17/13 09:47:02 Answering Machine
5/28/2013	DMD					T:22222	00/00/00 00:00:00
5/28/2013	DMD					T:22222	05/28/13 17:29:30 NO ANSWER
5/28/2013	DMD					T:22222	05/28/13 14:46:38 ANSWERING MACHINE

5/29/2013	DMD					T:22222	05/29/13 18:58:41 ANSWERING MACHINE
5/29/2013	DMD					T:22222	05/29/13 16:16:11 NO ANSWER
5/29/2013	DMD					T:22222	05/29/13 12:02:01 ANSWERING MACHINE
5/29/2013	OL		0	99	2		WDOYHHF Solicitation Cover Letter
5/30/2013	DMD					T:22222	05/30/13 17:58:53 ANSWERING MACHINE
5/30/2013	DMD					T:22222	05/30/13 16:12:04 ANSWERING MACHINE
5/30/2013	DMD					T:22222	05/30/13 12:30:32 ANSWERING MACHINE
5/31/2013	DMD					T:22222	00/00/00 00:00:00
5/31/2013	DMD					T:22222	05/31/13 17:30:21 ANSWERING MACHINE
5/31/2013	DMD					T:22222	05/31/13 13:06:29 NO ANSWER
6/3/2013	DMD					T:22222	00/00/00 00:00:00
6/3/2013	DMD					T:22222	00/00/00 00:00:00
6/3/2013	DMD					T:22222	06/03/13 13:28:19 ANSWERING MACHINE
6/4/2013	DMD					T:22222	06/04/13 17:10:30 Left message
6/4/2013	DMD					T:22222	06/04/13 13:02:44 Answering Machine
6/4/2013	DMD					T:22222	06/04/13 09:06:44 Answering Machine
6/5/2013	DMD					T:22222	06/05/13 17:05:23 RPC No Resolution
6/5/2013	DMD					T:22222	06/05/13 13:04:03 Answering Machine
6/5/2013	DMD					T:22222	06/05/13 09:06:53 Answering Machine
6/7/2013	DMD					T:22222	00/00/00 00:00:00
6/7/2013	DMD					T:22222	00/00/00 00:00:00
6/7/2013	DMD					T:22222	06/07/13 14:56:52 ANSWERING MACHINE
6/8/2013	DM					T:14245	SD REC'ING LTR
6/8/2013	DM					T:14245	ACTION/RESULT CD CHANGED FROM OAAI TO OAAI
6/8/2013	DM					T:14245	OUTBOUND CALL
6/8/2013	DM					T:14245	ACTION/RESULT CD CHANGED FROM BRUN TO OAAI
6/8/2013	DM					T:14245	TT B1 F/C WANTING TO KNOW IF SALE F/C ADV NO,
6/8/2013	DM					T:14245	SD LEGAL ISSUE SD RESPONDING TO CALL, HIS ATTY
6/8/2013	DM					T:14245	WILL WORK THE OCWEN, NOT SURE OF OPTION REGARDIN
6/8/2013	DM					T:14245	CURING THE LOAN / ADV TO CALL WITH OPTIONS, ADV
6/8/2013	DM					T:14245	OF SALE, MOD, REIN
6/8/2013	DM					T:14245	DFLT REASON 1 CHANGED TO: EXCESSIVE OBLIGATIONS
6/8/2013	DM					T:14245	ACTION/RESULT CD CHANGED FROM OAAI TO BRUN
6/8/2013	DM					T:14245	INBOUND CALL
6/8/2013	DM					T:14245	ACTION/RESULT CD CHANGED FROM BRLM TO OAAI
6/8/2013	NT	RFDNT				T:14245	not going to give due to litigation
6/10/2013	DMD					T:22222	00/00/00 00:00:00
6/10/2013	DMD					T:22222	00/00/00 00:00:00
6/10/2013	DMD					T:22222	06/08/13 09:12:07 RPC No Resolution
6/13/2013	DMD					T:22222	00/00/00 00:00:00

6/13/2013	DMD					T:22222	06/13/13 14:54:38 ANSWERING MACHINE
6/13/2013	DMD					T:22222	06/13/13 11:14:47 NO ANSWER
6/13/2013	CBR		0	00	1	T:00000	FORECLOSURE STARTED
6/13/2013	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
6/13/2013	FOR						06/13/13 - 12:15 - 83802
6/13/2013	FOR						Active, Approved.
6/13/2013	FOR						06/13/13 - 12:15 - 83802
6/13/2013	FOR						System updated for the following
6/13/2013	FOR						event: User has approved the issue.
6/13/2013	FOR						issue type: Note
6/13/2013	FOR						
6/13/2013	FOR						
6/13/2013	FOR						
6/13/2013	FOR						
6/13/2013	FOR						
6/13/2013	FOR						
6/13/2013	FOR						06/13/13 - 10:49 - 22865
6/13/2013	FOR						System updated for the following
6/13/2013	FOR						event: User has created a
6/13/2013	FOR						Process-Level issue for this
6/13/2013	FOR						loan.Issue Type: Note Endorsement/AI
6/13/2013	FOR						06/13/13 - 10:51 - 22865
6/13/2013	FOR						
6/13/2013	FOR						
6/13/2013	FOR						
6/13/2013	FOR						06/13/13 - 10:51 - 22865
6/13/2013	FOR						System updated for the following
6/13/2013	FOR						event: User has reprojected the
6/13/2013	FOR						step Judgment Entered to 6/27/2013.
6/13/2013	FOR						Reason: Other. Comments: Kindly be a
6/13/2013	FOR						06/13/13 - 10:51 - 22865
6/13/2013	FOR						approval not required.
6/13/2013	FOR						06/13/13 - 09:59 - 00030
6/13/2013	FOR						Foreclosure (NIE Id# 6928995)
6/13/2013	FOR						picked up by firm ZUCKER GOLDBERG &
6/13/2013	FOR						ACKERMAN at 6/13/2013 9:59:05 AM by
6/13/2013	FOR						Tiffany Keller
6/17/2013	OL		0	99	2		WDOYHHF Solicitation Cover Letter
6/18/2013	DMD					T:22222	00/00/00 00:00:00

REDACTED

6/18/2013	DMD					T:22222	00/00/00 00:00:00
6/18/2013	DMD					T:22222	06/18/13 14:44:27 RPC NO RESOLUTION
6/18/2013	DM					T:14245	TT B1 F/C TAD UF, SD UNABLE TO TALK, CALL
6/18/2013	DM					T:14245	DISCONNECT
6/18/2013	DM					T:14245	ACTION/RESULT CD CHANGED FROM OAAI TO BRUN
6/18/2013	DM					T:14245	OUTBOUND CALL
6/18/2013	DM					T:14245	ACTION/RESULT CD CHANGED FROM OAAI TO OAAI
6/19/2013	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
6/24/2013	DMD					T:22222	00/00/00 00:00:00
6/24/2013	DMD					T:22222	06/24/13 13:04:45 Answering Machine
6/24/2013	DMD					T:22222	06/24/13 09:05:28 Answering Machine
6/24/2013	DMD					T:22222	00/00/00 00:00:00
6/24/2013	DMD					T:22222	00/00/00 00:00:00
6/24/2013	DMD					T:22222	06/22/13 12:13:45 NO ANSWER
6/26/2013	DMD					T:22222	00/00/00 00:00:00
6/26/2013	DMD					T:22222	00/00/00 00:00:00
6/26/2013	DMD					T:22222	06/26/13 13:05:42 ANSWERING MACHINE
6/27/2013	DMD					T:22222	00/00/00 00:00:00
6/27/2013	DMD					T:22222	00/00/00 00:00:00
6/27/2013	DMD					T:22222	06/27/13 12:34:56 ANSWERING MACHINE
6/28/2013	DMD					T:22222	00/00/00 00:00:00
6/28/2013	DMD					T:22222	00/00/00 00:00:00
6/28/2013	DMD					T:22222	06/28/13 13:15:26 ANSWERING MACHINE
7/1/2013	DMD					T:22222	00/00/00 00:00:00
7/1/2013	DMD					T:22222	07/01/13 16:15:44 ANSWERING MACHINE
7/1/2013	DMD					T:22222	07/01/13 13:54:00 ANSWERING MACHINE
7/2/2013	DM					T:00000	EARLY IND: SCORE 101 MODEL EIFRC
7/2/2013	DMD					T:22222	00/00/00 00:00:00
7/2/2013	DMD					T:22222	00/00/00 00:00:00
7/2/2013	DMD					T:22222	07/02/13 13:27:16 MSG ANS MACH
7/4/2013	DMD					T:22222	00/00/00 00:00:00
7/4/2013	DMD					T:22222	00/00/00 00:00:00
7/4/2013	DMD					T:22222	07/04/13 09:04:51 No circuit available
7/5/2013	DMD					T:22222	00/00/00 00:00:00
7/5/2013	DMD					T:22222	07/05/13 13:06:52 Answering Machine
7/5/2013	DMD					T:22222	07/05/13 09:05:56 Answering Machine
7/8/2013	DMD					T:22222	00/00/00 00:00:00
7/8/2013	DMD					T:22222	07/08/13 13:07:42 Answering Machine
7/8/2013	DMD					T:22222	07/08/13 09:08:30 Answering Machine
7/8/2013	DMD					T:22222	00/00/00 00:00:00

7/8/2013	DMD					T:22222	07/06/13 11:10:33 Left message
7/8/2013	DMD					T:22222	07/06/13 09:06:29 Answering Machine
7/9/2013	DMD					T:22222	00/00/00 00:00:00
7/9/2013	DMD					T:22222	07/09/13 13:04:45 Hangup in Q
7/9/2013	DMD					T:22222	07/09/13 09:06:46 Answering Machine
7/10/2013	DMD					T:22222	00/00/00 00:00:00
7/10/2013	DMD					T:22222	00/00/00 00:00:00
7/10/2013	DMD					T:22222	07/10/13 09:08:23 RPC No Resolution
7/10/2013	CBR		0	00	1	T:00000	FORECLOSURE STARTED
7/10/2013	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
7/10/2013	DM					T:02108	PLS SEE CNTRL 37. CHRISTIANF. 8927047
7/10/2013	DM					T:02108	ACTION/RESULT CD CHANGED FROM BRUN TO BRUN
7/10/2013	CIT	COL66				T:02108	037 fyi cit 940 - trd to cll b1 but get hold of
7/10/2013	CIT	COL66				T:02108	u3p Steve. sd cll bck to leave msg. lft msg on
7/10/2013	CIT	COL66				T:02108	cp# @ 2:16 PM CST to ret cll @ 8008504622 opt
7/10/2013	CIT	COL66				T:02108	5 ext 8927047. cllng to discuss concerns abt
7/10/2013	CIT	COL66				T:02108	fcl dispute. christianf. 8927047
7/10/2013	CIT	COL66				T:02108	037 NEW CIT940-TEAM LEAD ELEVATE
7/10/2013	CIT	COL66				T:02108	new cit 940 - b1 xprssd servicing concerns.
7/10/2013	CIT	COL66				T:02108	wnts to dispute fcl. christianf. 8927047
7/10/2013	DM					T:04853	B1 SD GMAC FILED FCL AGAINST THEM IN MAY 2008 B1
7/10/2013	DM					T:04853	SD IT WAS ILLEGAL BY THE NJ COURT. SD COURT FOUND
7/10/2013	DM					T:04853	OUT THE FCL WAS LGEAL FEB 2009 SD BEC OF FCL
7/10/2013	DM					T:04853	INCOME INTERFERE HIS INCOME.SD DUE TO THIS ISSUE
7/10/2013	DM					T:04853	INCOME WAS AFFETCED THAT CAUSE INTERUPPTION OF THE
7/10/2013	DM					T:04853	PAYMENT. SD HAD A
7/10/2013	DM					T:04853	DFLT REASON 1 CHANGED TO: SERVICING PROBLEMS
7/10/2013	DM					T:04853	ACTION/RESULT CD CHANGED FROM OAAI TO BRUN
7/10/2013	DM					T:04853	CASH OUT REFI IN PLACE IN 2008 ANS SD ONLY REASON
7/10/2013	DM					T:04853	CASH OUT REFI DID NOT TAKE PLACE DUE TO ILLEGAL
7/10/2013	DM					T:04853	FCL FILE BY GMAC.SD THAT THEY ARE SUING GMAC ASD
7/10/2013	DM					T:04853	IS STILL IN A PROCESS OF DOING THE LEGAL.B1 SD
7/10/2013	DM					T:04853	DISPUTING THE BAL AND THE FCL.ADV CSC#.ADV TAD
7/10/2013	DM					T:04853	INCLUDING UNCOLL FEES
7/10/2013	DM					T:04853	ACTION/RESULT CD CHANGED FROM OAAI TO OAAI
7/10/2013	DM					T:04853	AND LC BUT EXCLUDING ATTY'S FEES AND
7/10/2013	DM					T:04853	COST.KRISTINEK 8413476
7/10/2013	DM					T:04853	ACTION/RESULT CD CHANGED FROM OAAI TO OAAI
7/10/2013	DM					T:04853	PAYMENT ARRANGEMENTS WERE NOT MADE (RPC MUST BE
7/10/2013	DM					T:04853	OBTAINED). INBOUND CALL

7/10/2013	DM					T:04853	ACTION/RESULT CD CHANGED FROM BRUN TO OAAI
7/10/2013	NT	RFDNT				T:04853	rfd:started may 2008 b1 sd that prop was illegally
7/10/2013	NT	RFDNT				T:04853	fcl by gmac under nj law.b1 sd diue to that had
7/10/2013	NT	RFDNT				T:04853	interruption for the pmt and sd had a cash out
7/10/2013	NT	RFDNT				T:04853	refi in place in 2008 ans sd only reason cash out
7/10/2013	NT	RFDNT				T:04853	refi did not take place due to illegal fcl file by
7/10/2013	NT	RFDNT				T:04853	gmac.sd that they are suing gmac asd is still in a
7/10/2013	NT	RFDNT				T:04853	process of doing the legal
7/11/2013	DM					T:02108	PLS SEE CNTRL 37. CHRISTIANF. 8927047
7/11/2013	DM					T:02108	ACTION/RESULT CD CHANGED FROM BRUN TO BRUN
7/11/2013	CIT	COL66				T:02108	037 DONE 07/11/13 BY TLR 02108
7/11/2013	CIT	COL66				T:02108	TSK TYP 940-TEAM LEAD ELEVA
7/11/2013	CIT	COL66				T:02108	037 closing cit 940 - lft msg on cp# for b1 @ 7:44
7/11/2013	CIT	COL66				T:02108	PM CST to ret cll @ 8008504622 opt 5 ext
7/11/2013	CIT	COL66				T:02108	8927047. cllng to discuss concerns abt fcl
7/11/2013	CIT	COL66				T:02108	dispute. christianf. 8927047
7/12/2013	OL		0	74	2		WDOYNO CONTACT LETTER
7/15/2013	DMD					T:22222	00/00/00 00:00:00
7/15/2013	DMD					T:22222	07/15/13 17:17:17 ANSWERING MACHINE
7/15/2013	DMD					T:22222	07/15/13 12:18:06 NO ANSWER
7/16/2013	DMD					T:22222	00/00/00 00:00:00
7/16/2013	DMD					T:22222	00/00/00 00:00:00
7/16/2013	DMD					T:22222	07/16/13 12:19:37 LEFT MESSAGE
7/17/2013	DMD					T:22222	00/00/00 00:00:00
7/17/2013	DMD					T:22222	00/00/00 00:00:00
7/17/2013	DMD					T:22222	07/17/13 17:21:51 ANSWERING MACHINE
7/18/2013	DMD					T:22222	00/00/00 00:00:00
7/18/2013	DMD					T:22222	07/18/13 15:56:30 ABNORMAL AGENT END
7/18/2013	DMD					T:22222	07/18/13 11:17:49 NO ANSWER
7/18/2013	DM					T:16492	OBC TT B1 ADV OF TAD AS WELL AS FUNDS IN 1U ADV
7/18/2013	DM					T:16492	OF REINSTATE PROCESS. B1 STTD THT HE DISPUTED THE
7/18/2013	DM					T:16492	LOAN WHN TRFR TO OCWEN AND WLD LIEK TO WORK
7/18/2013	DM					T:16492	SOMETHING OUT WIHT OCWEN WAS WAITING FOR
7/18/2013	DM					T:16492	SUPERVISOER TO CB. ADV THT SUP DID TRY TO CB B1
7/18/2013	DM					T:16492	STTD IT WAS IN REGARD TO
7/18/2013	DM					T:16492	DFLT REASON 1 CHANGED TO: EXCESSIVE OBLIGATIONS
7/18/2013	DM					T:16492	ACTION/RESULT CD CHANGED FROM OAAI TO BRSS
7/18/2013	DM					T:16492	MOD ADV NEVER RECV PKT B1 STTD BECAUSE WLD LIKE
7/18/2013	DM					T:16492	TO GO OVER HRDSHIP VERBALLY ADV CANNOT A ND WILL
7/18/2013	DM					T:16492	NEED TO FILL OUT PKT AND SND IN SNT OUT PKT FOR

7/18/2013	DM					T:16492	B1. ALSO B1 STTD THT TITLE FOR THIS PROPERTY IS IN
7/18/2013	DM					T:16492	DISPUTE IN COURT.ALSO REQUEST CONTACT INFO FOR
7/18/2013	DM					T:16492	LEGAL DEPT ADV OF
7/18/2013	DM					T:16492	ACTION/RESULT CD CHANGED FROM OAAI TO OAAI
7/18/2013	DM					T:16492	CORRSPD ADDRESS ATTN LEGAL DEPT. VRFD ACCT
7/18/2013	DM					T:16492	INFO.....MLH2768
7/18/2013	DM					T:16492	ACTION/RESULT CD CHANGED FROM OAAI TO OAAI
7/18/2013	DM					T:16492	LOSS MITIGATION DISCUSSED AND/OR FINANCIAL PACKAGE
7/18/2013	DM					T:16492	SENT. OUTBOUND CALL
7/18/2013	DM					T:16492	ACTION/RESULT CD CHANGED FROM BRUN TO OAAI
7/18/2013	NT	RFDNT				T:16492	b1 sttd tht due to legal issues andthe expenses
7/18/2013	NT	RFDNT				T:16492	caused him to be delinquent, b1 is disputing fore
7/18/2013	NT	RFDNT				T:16492	closure and debt validity
7/18/2013	CIT	COL05				T:16492	038 NEW CIT155-CC TRACK - LM FINANCIAL PACKAGE
7/18/2013	CIT	COL05				T:16492	B1 cld, advised will mail financial package
7/18/2013	CIT	COL05				T:16492	information. Provided expectations.
7/19/2013	NT	155				T:22576	CIT 155-LM package sent.
7/19/2013	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
7/22/2013	CIT	INQ70				T:01504	038 DONE 07/22/13 BY TLR 01504
7/22/2013	CIT	INQ70				T:01504	TSK TYP 155-CC TRACK - LM F
7/22/2013	CIT	INQ70				T:01504	038 Closing CIT 155.
7/22/2013	NT	OWNER				T:25101	Single Point of Contact ownership. Michael
7/22/2013	NT	OWNER				T:25101	Wanderski - 19525. 1-877-928-4622 opt 5 Ext
7/22/2013	NT	OWNER				T:25101	874-2659.
7/22/2013	DM					T:19525	OB (C) 8569566950 LM, PLS ADV OF WELCOME CALL, PCK
7/22/2013	DM					T:19525	SENT OUT - MW 2659
7/22/2013	DM					T:19525	ACTION/RESULT CD CHANGED FROM BRSS TO BRLM
7/23/2013	NT	SLREG				T:08553	Spoc welcome letter mailed via regular mail
7/24/2013	DM					T:19525	OB (C) 8569566950 LM, PLS ADV OF WELCOME CALL, PCK
7/24/2013	DM					T:19525	SENT OUT - MW 2659
7/24/2013	DM					T:19525	ACTION/RESULT CD CHANGED FROM BRLM TO BRLM
7/26/2013	DM					T:19525	OB (C) 8569566950 NA RANG FOR 35 SECONDS, PLS ADV
7/26/2013	DM					T:19525	OF WELCOME CALL, PCK SENT OUT - MW 2659
7/26/2013	DM					T:19525	ACTION/RESULT CD CHANGED FROM BRLM TO BRNA
7/30/2013	DM					T:19525	OB (C) 8569566950 NA RANG FOR 30 SECONDS, PLS ADV
7/30/2013	DM					T:19525	OF WELCOME CALL, PCK SENT OUT - MW 2659
7/30/2013	DM					T:19525	ACTION/RESULT CD CHANGED FROM BRNA TO BRNA
8/1/2013	DM					T:19525	OB (H) 8569566950 LM, PLS ADV OF WELCOME CALL, PCK
8/1/2013	DM					T:19525	SENT OUT - MW 2659
8/1/2013	DM					T:19525	ACTION/RESULT CD CHANGED FROM BRNA TO BRLM

8/2/2013	DM					T:00000	EARLY IND: SCORE 101 MODEL EIFRC
8/5/2013	DM					T:19525	OB (H) 8569566950 NA RANG FOR 30 SECONDS, PLS ADV
8/5/2013	DM					T:19525	OF WELCOME CALL, PCK SENT OUT - MW 2659
8/5/2013	DM					T:19525	ACTION/RESULT CD CHANGED FROM BRLM TO BRNA
8/6/2013	NT	HMPSC				T:02462	2nd notice solicitation sent to borrower via
8/6/2013	NT	HMPSC				T:02462	certified mail # "71925948001908014965 "
8/7/2013	DM					T:19525	OB (H) 8569566950 NA RANG FOR 30 SECONDS, PLS ADV
8/7/2013	DM					T:19525	OF WELCOME CALL, PCK SENT OUT - MW 2659
8/7/2013	DM					T:19525	ACTION/RESULT CD CHANGED FROM BRNA TO BRNA
8/8/2013	CBR		0	00	1	T:00000	FORECLOSURE STARTED
8/8/2013	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
8/9/2013	DM					T:31910	OB/WELCOME CALL ON BEHALF OF MICHAEL WANDERSKI TO
8/9/2013	DM					T:31910	DISCUSS OPTNS FOR PROP, LM FOR B1 W/EXT FOR CB.
8/9/2013	DM					T:31910	BCHANDLER
8/9/2013	DM					T:31910	ACTION/RESULT CD CHANGED FROM BRNA TO BRLM
8/13/2013	DM					T:19525	OB (C) 8569566950 LM PLS ADV WELCOME CALL PCK SENT
8/13/2013	DM					T:19525	- MW 2659
8/13/2013	DM					T:19525	ACTION/RESULT CD CHANGED FROM BRLM TO BRLM
8/14/2013	FOR						08/14/13 - 16:19 - 22865
8/14/2013	FOR						
8/14/2013	FOR						
8/14/2013	FOR						
8/14/2013	FOR						
8/14/2013	FOR						
8/14/2013	FOR						
8/14/2013	FOR						
8/14/2013	FOR						
8/14/2013	FOR						
8/14/2013	FOR						
8/14/2013	FOR						
8/14/2013	FOR						
8/14/2013	FOR						
8/14/2013	FOR						
8/14/2013	FOR						
8/14/2013	FOR						
8/15/2013	DM					T:19525	OB (C) 8569566950 LM PLS ADV WELCOME CALL PCK SENT
8/15/2013	DM					T:19525	- MW 2659
8/15/2013	DM					T:19525	ACTION/RESULT CD CHANGED FROM BRLM TO BRLM
8/20/2013	DMD					T:22222	00/00/00 00:00:00
8/20/2013	DMD					T:22222	00/00/00 00:00:00
8/20/2013	DMD					T:22222	08/20/13 13:02:39 ANSWERING MACHINE

REDACTED

8/20/2013	D28		0	DT	8		FORCED BILLING STATEMENT FROM REPORT R628
8/21/2013	DMD					T:22222	00/00/00 00:00:00
8/21/2013	DMD					T:22222	00/00/00 00:00:00
8/21/2013	DMD					T:22222	08/21/13 15:03:36 ANSWERING MACHINE
8/22/2013	FOR						08/22/13 - 12:03 - 28026
8/22/2013	FOR						of. Issue Comments: Please advise,
8/22/2013	FOR						we are currently showing GMAC
8/22/2013	FOR						Status: Active
8/22/2013	FOR						08/22/13 - 12:03 - 28026
8/22/2013	FOR						System updated for the following
8/22/2013	FOR						event: User has created a
8/22/2013	FOR						Process-Level issue for this
8/22/2013	FOR						loan.Issue Type: Action in the Name
8/22/2013	FOR						08/22/13 - 12:10 - 28026
8/22/2013	FOR						/NOI Expiration. Comments: awaiting
8/22/2013	FOR						receipt of remediated osc no's
8/22/2013	FOR						Status: Active, approval not
8/22/2013	FOR						required.
8/22/2013	FOR						08/22/13 - 12:10 - 28026
8/22/2013	FOR						System updated for the following
8/22/2013	FOR						event: User has reprojected the
8/22/2013	FOR						step Judgment Entered to 9/5/2013.
8/22/2013	FOR						Reason: ACT(PA) Letter/Demand Letter
8/22/2013	FOR						08/22/13 - 12:04 - 00030
8/22/2013	FOR						Foreclosure (NIE Id# 6928995)
8/22/2013	FOR						picked up by firm ZUCKER GOLDBERG &
8/22/2013	FOR						ACKERMAN at 8/22/2013 12:04:23 PM
8/22/2013	FOR						by Raymond Rivera
8/22/2013	FOR						
8/22/2013	FOR						
8/22/2013	FOR						
8/22/2013	FOR						
8/22/2013	FOR						08/22/13 - 12:07 - 28026
8/22/2013	FOR						System updated for the following
8/22/2013	FOR						event: User has created a
8/22/2013	FOR						Process-Level issue for this
8/22/2013	FOR						loan.Issue Type: Copy of ACT/Demand
8/22/2013	FOR						08/22/13 - 15:24 - 27150
8/22/2013	FOR						System updated for the following
8/22/2013	FOR						event: User has approved the issue.

REDACTED

8/22/2013	FOR					issue type: Copy of ACT/Demand
8/22/2013	FOR					Letter. Status: Active, Approved.
8/22/2013	FOR					08/22/13 - 15:25 - 00000
8/22/2013	FOR					
8/22/2013	FOR					
8/22/2013	FOR					
8/22/2013	FOR					08/22/13 - 15:25 - 00000
8/22/2013	FOR					† support Status: Active
8/22/2013	FOR					Projected End: 1/1/0001 12:00:00 AM
8/22/2013	FOR					changed to 09/13/2013 Issue
8/22/2013	FOR					
8/22/2013	FOR					
8/22/2013	FOR					
8/22/2013	FOR					
8/22/2013	FOR					
8/22/2013	FOR					
8/22/2013	FOR					08/22/13 - 15:25 - 00000
8/22/2013	FOR					System updated for the following
8/22/2013	FOR					event: User has updated a
8/22/2013	FOR					Process-Level issue for this loan.
8/22/2013	FOR					Issue updated to: Issue Type: Copy o
8/22/2013	FOR					08/22/13 - 15:25 - 00000
8/22/2013	FOR					NewTrak User - (Cont) - default
8/22/2013	FOR					support
8/22/2013	NT	CSKIP			T:03248	Account sent to CBC.
8/22/2013	NT	CSKIP			T:03095	New phone number added from CBC report.
8/26/2013	DMD				T:22222	00/00/00 00:00:00
8/26/2013	DMD				T:22222	00/00/00 00:00:00
8/26/2013	DMD				T:22222	08/26/13 17:01:30 ANSWERING MACHINE
8/27/2013	DMD				T:22222	00/00/00 00:00:00
8/27/2013	DMD				T:22222	00/00/00 00:00:00
8/27/2013	DMD				T:22222	08/27/13 13:01:21 ANSWERING MACHINE
8/28/2013	DMD				T:22222	00/00/00 00:00:00
8/28/2013	DMD				T:22222	00/00/00 00:00:00
8/28/2013	DMD				T:22222	08/28/13 15:03:19 DISCONNECTED
8/29/2013	DMD				T:22222	00/00/00 00:00:00
8/29/2013	DMD				T:22222	00/00/00 00:00:00
8/29/2013	DMD				T:22222	08/29/13 16:34:22 NO ANSWER
8/30/2013	DMD				T:22222	00/00/00 00:00:00

REDACTED

8/30/2013	DMD					T:22222	00/00/00 00:00:00
8/30/2013	DMD					T:22222	08/30/13 13:02:33 DISCONNECTED
9/3/2013	DMD					T:22222	00/00/00 00:00:00
9/3/2013	DMD					T:22222	00/00/00 00:00:00
9/3/2013	DMD					T:22222	09/03/13 13:02:25 DISCONNECTED
9/5/2013	FOR						09/05/13 - 10:52 - 28026
9/5/2013	FOR						ments: There has not been a NOI
9/5/2013	FOR						sent yet. The assignment needs to
9/5/2013	FOR						be redone. Please have assignment
9/5/2013	FOR						executed and then a NOI can be sent.
9/5/2013	FOR						09/05/13 - 10:52 - 28026
9/5/2013	FOR						System updated for the following
9/5/2013	FOR						event: User has ended the Issue
9/5/2013	FOR						associated with this loan. Issue
9/5/2013	FOR						Type: Copy of ACT/Demand Letter. Com
9/6/2013	DMD					T:22222	00/00/00 00:00:00
9/6/2013	DMD					T:22222	00/00/00 00:00:00
9/6/2013	DMD					T:22222	09/06/13 11:05:24 DISCONNECTED
9/6/2013	DMD					T:22222	00/00/00 00:00:00
9/6/2013	DMD					T:22222	00/00/00 00:00:00
9/6/2013	DMD					T:22222	09/05/13 11:26:57 NO ANSWER
9/6/2013	DMD					T:22222	00/00/00 00:00:00
9/6/2013	DMD					T:22222	00/00/00 00:00:00
9/6/2013	DMD					T:22222	09/04/13 12:41:23 DISCONNECTED
9/6/2013	NT	MHAM				T:01561	HMP SLA met
9/10/2013	DMD					T:22222	00/00/00 00:00:00
9/10/2013	DMD					T:22222	00/00/00 00:00:00
9/10/2013	DMD					T:22222	09/10/13 13:06:27 RPC RESOLUTION
9/10/2013	DM					T:19525	OB (SPOC INACTIVE) NA
9/10/2013	DM					T:19525	- MW 2659
9/10/2013	DM					T:19525	ACTION/RESULT CD CHANGED FROM BRLM TO BRNA
9/12/2013	CBR		0	00	1	T:00000	FORECLOSURE STARTED
9/12/2013	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
9/12/2013	CBR		0	00	1	T:00000	CHANGE IN PRIMARY BORROWERS ADDR
9/13/2013	DMD					T:22222	00/00/00 00:00:00
9/13/2013	DMD					T:22222	00/00/00 00:00:00
9/13/2013	DMD					T:22222	09/13/13 15:13:11 NO ANSWER
9/17/2013	DMD					T:22222	00/00/00 00:00:00
9/17/2013	DMD					T:22222	00/00/00 00:00:00
9/17/2013	DMD					T:22222	09/17/13 13:02:28 DISCONNECTED

9/17/2013	D19		0	06	8		6020 - S&A - GOODBYE LETTER
9/18/2013	DMD					T:22222	00/00/00 00:00:00
9/18/2013	DMD					T:22222	00/00/00 00:00:00
9/18/2013	DMD					T:22222	09/18/13 15:03:58 DISCONNECTED
9/19/2013	DMD					T:22222	00/00/00 00:00:00
9/19/2013	DMD					T:22222	00/00/00 00:00:00
9/19/2013	DMD					T:22222	09/19/13 12:46:34 DISCONNECTED
9/19/2013	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
9/24/2013	FOR						09/23/13 - 21:09 - 22865
9/24/2013	FOR						Intercom Message: / Read: 9/23/2013
9/24/2013	FOR						9:09:28 PM / From: Pearson, Joan /
9/24/2013	FOR						To: Keller, Tiffany; / CC: /
9/24/2013	FOR						Intercom Type: General Update / Subj
9/24/2013	FOR						09/23/13 - 21:09 - 22865
9/24/2013	FOR						ect: Issue Request /
9/25/2013	NT	SKIP				T:13122	Account sent to Penncro 09/23
9/26/2013	DMD					T:22222	00/00/00 00:00:00
9/26/2013	DMD					T:22222	09/23/13 17:01:51 Operator intercept
9/26/2013	DMD					T:22222	09/24/13 11:56:29 No answer
9/26/2013	DMD					T:22222	00/00/00 00:00:00
9/26/2013	DMD					T:22222	00/00/00 00:00:00
9/26/2013	DMD					T:22222	09/26/13 11:45:49 NO ANSWER
9/26/2013	NT	SKIP				T:13122	Disregard note on 09/25, correct note - Bad Phone
9/26/2013	NT	SKIP				T:13122	removed 09/23
9/27/2013	DMD					T:22222	00/00/00 00:00:00
9/27/2013	DMD					T:22222	00/00/00 00:00:00
9/27/2013	DMD					T:22222	09/27/13 11:03:39 ANSWERING MACHINE
9/27/2013	NT	CSKIP				T:13122	Account sent to CBC
9/30/2013	DMD					T:22222	00/00/00 00:00:00
9/30/2013	DMD					T:22222	00/00/00 00:00:00
9/30/2013	DMD					T:22222	09/30/13 11:57:07 ANSWERING MACHINE
9/30/2013	DM					T:12435	TT B1, CI RETURNING MISSED CALL, ADV OF FCL/NO
9/30/2013	DM					T:12435	SALE DATE AND UPDATED RFD, EXP CALL WAS TO
9/30/2013	DM					T:12435	ESTABLISH COMM AND CONF INTENT, CONF B1 INTENDS TO
9/30/2013	DM					T:12435	SUBMIT AG PKG FOR REV BUT EXP NOT SHOWING REC, ST
9/30/2013	DM					T:12435	PROV TO ATTN AND EXP NOT SHOWING 3P AUTH, ADV OF
9/30/2013	DM					T:12435	AUTH FAX TO SUBMIT
9/30/2013	DM					T:12435	DFLT REASON 1 CHANGED TO: CURTAILMENT OF INCOME
9/30/2013	DM					T:12435	ACTION/RESULT CD CHANGED FROM OAAI TO BRSS
9/30/2013	DM					T:12435	AUTH AND THAT PKG NEEDED FOR REV TO TAKE PLACE, B1

9/30/2013	DM					T:12435	UNDERSTOOD, PROV RM NAME AND CONTACT INFO AND ADV
9/30/2013	DM					T:12435	OF FOLLOW UP CONT GOING FWD, NO FURTHER QUESTIONS
9/30/2013	DM					T:12435	ACTION/RESULT CD CHANGED FROM OAAI TO OAAI
9/30/2013	DM					T:12435	LOSS MITIGATION DISCUSSED AND/OR FINANCIAL PACKAGE
9/30/2013	DM					T:12435	SENT. INBOUND CALL
9/30/2013	DM					T:12435	ACTION/RESULT CD CHANGED FROM BRNA TO OAAI
9/30/2013	NT	RFDNT				T:12435	rfd- b1 st original rfd was due to legal issue, st
9/30/2013	NT	RFDNT				T:12435	that gmac filed for fcl vs him illegally and
9/30/2013	NT	RFDNT				T:12435	ruined his 15 year banking relationship, caused
9/30/2013	NT	RFDNT				T:12435	loss of income for borr, st legal issue ongoing
10/1/2013	NT	SLREG				T:08553	Spoc release letter mailed via regular mail
10/1/2013	FSV		0	0	1	T:25101	DELINQ INSP HOLD PLACED; REL DT =10/22/13
10/1/2013	NT	ENDSP				T:25102	End Single Point of Contact segmentation due to
10/1/2013	NT	ENDSP				T:25102	service released.
10/2/2013	NT	FSV				T:25101	Inspection Hold Placed 10/01/2013 - Account met
10/2/2013	NT	FSV				T:25101	the criteria in the CNV DEF report.
10/3/2013	FOR						10/03/13 - 09:17 - 28026
10/3/2013	FOR						s: Service Release .
10/3/2013	FOR						10/03/13 - 09:17 - 28026
10/3/2013	FOR						System updated for the following
10/3/2013	FOR						event: User has ended the Issue
10/3/2013	FOR						associated with this loan. Issue
10/3/2013	FOR						Type: Action in the Name of. Comment
10/4/2013	FOR						10/04/13 - 14:11 - 28026
10/4/2013	FOR						Intercom Message: / Read: 10/4/2013
10/4/2013	FOR						2:11:01 PM / From: Matthias,
10/4/2013	FOR						Melissa / To: Rivera, Raymond; /
10/4/2013	FOR						CC: / Intercom Type: General Update
10/4/2013	FOR						10/04/13 - 14:11 - 28026
10/4/2013	FOR						/ Subject: Issue Request /
10/4/2013	FOR						10/03/13 - 17:57 - 28026
10/4/2013	FOR						ect: Issue Request /
10/4/2013	FOR						10/03/13 - 17:57 - 28026
10/4/2013	FOR						Intercom Message: / Read: 10/3/2013
10/4/2013	FOR						5:56:55 PM / From: Turner, Susan /
10/4/2013	FOR						To: Rivera, Raymond; / CC: /
10/4/2013	FOR						Intercom Type: General Update / Subj
10/4/2013	NT	CSH				T:01745	Funds posted via wire on 10/03/2013 were
10/4/2013	NT	CSH				T:01745	for an insurance refund; please contact
10/4/2013	NT	CSH				T:01745	insurance dept with any questions.

10/10/2013	NT	CSH				T:19336	Reversing insurance refunds posted on
10/10/2013	NT	CSH				T:19336	10/03/13, funds will be forwarded to new
10/10/2013	NT	CSH				T:19336	servicer via wire. Thanks.
10/10/2013	NT					T:19336	CHECK NUMBER . CHECK DATED 00/00/00 FOR
10/10/2013	NT					T:19336	323.00 REVERSED-MISAPPLIED
10/11/2013	DM					T:23357	OB TT U3P CAROL W/ GUARDIAN SETTLEMENT AGENCY..
10/11/2013	DM					T:23357	SHE STATED THEY ARE NEEDING A DISCHARGE OF LIEN..
10/11/2013	DM					T:23357	ADV NO AUTH.. ADV CAN HV CUST CALL
10/11/2013	DM					T:23357	ACTION/RESULT CD CHANGED FROM OAAI TO NOTE
10/11/2013	DM					T:23357	UNAUTHORIZED 3RD PARTY
10/11/2013	DM					T:23357	INBOUND CALL
10/11/2013	DM					T:23357	ACTION/RESULT CD CHANGED FROM BRSS TO OAAI
10/15/2013	CBR		0	00	1	T:00000	FORECLOSURE STARTED
10/15/2013	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
10/16/2013	CIT	COL05				T:13945	039 DONE 10/16/13 BY TLR 13945
10/16/2013	CIT	COL05				T:13945	TSK TYP 940-TEAM LEAD ELEVA
10/16/2013	CIT	COL05				T:13945	039 Closing cit 940. U3P Carol Viall stated she
10/16/2013	CIT	COL05				T:13945	faxed auth on 10/11. Adv we did not get it.
10/16/2013	CIT	COL05				T:13945	Gave the new servicer information.
10/16/2013	DM					T:14524	IB TTU3P- CAROL FROM GUARDIAN SETTLEMENT AGENCY,
10/16/2013	DM					T:14524	CHECK THE STATUS OF DISCHARGE, U3PM REQUEST TO
10/16/2013	DM					T:14524	SPEAK WITH SUP, ADVS THAT REFAX INFO, ADVS THAT NO
10/16/2013	DM					T:14524	AUTH EXIST, SUP TLRID: 13945, NO ACCT INFO
10/16/2013	DM					T:14524	DISCUSSED.
10/16/2013	DM					T:14524	JWEST2185
10/16/2013	DM					T:14524	ACTION/RESULT CD CHANGED FROM OAAI TO NOTE
10/16/2013	DM					T:14524	UNAUTHORIZED 3RD PARTY
10/16/2013	DM					T:14524	INBOUND CALL
10/16/2013	DM					T:14524	ACTION/RESULT CD CHANGED FROM NOTE TO OAAI
10/16/2013	CIT	COL05				T:14524	039 NEW CIT940-TEAM LEAD ELEVATE
10/16/2013	CIT	COL05				T:14524	new cit 940: call transferred to sup tlrID:
10/16/2013	CIT	COL05				T:14524	13945 for further asst. jwest2185
10/23/2013	DM					T:14524	IB TTU3P- CAROL VIAL, GUARDIAN SETTLEMENT AGENT,
10/23/2013	DM					T:14524	OPEN CIT 940 TO TLRID 20558 PH#856-985-9007 TO
10/23/2013	DM					T:14524	CALL BACK,ADVS TAT. U3P ADVS THAT AUTH WAS SENT,
10/23/2013	DM					T:14524	BUT IT HAS NOT BEEN UPDATED.
10/23/2013	DM					T:14524	JWEST2185
10/23/2013	DM					T:14524	ACTION/RESULT CD CHANGED FROM OAAI TO NOTE
10/23/2013	DM					T:14524	UNAUTHORIZED 3RD PARTY
10/23/2013	DM					T:14524	INBOUND CALL

10/23/2013	DM					T:14524	ACTION/RESULT CD CHANGED FROM NOTE TO OAAI
10/23/2013	CIT	COL05				T:14524	040 NEW CIT940-TEAM LEAD ELEVATE
10/23/2013	CIT	COL05				T:14524	new cit 940: please call u3p back Carol Viall
10/23/2013	CIT	COL05				T:14524	of Guardian Settlement Agency ph#
10/23/2013	CIT	COL05				T:14524	856-985-9007, no auth on record, acct service
10/23/2013	CIT	COL05				T:14524	released. jwest2185
10/24/2013	CIT	COL05				T:20558	040 DONE 10/24/13 BY TLR 20558
10/24/2013	CIT	COL05				T:20558	TSK TYP 940-TEAM LEAD ELEVA
10/24/2013	CIT	COL05				T:20558	040 cmoore
10/24/2013	CIT	COL05				T:20558	040 this loan. advised of info given has nothing
10/24/2013	CIT	COL05				T:20558	to do with the loan your req info on and looks
10/24/2013	CIT	COL05				T:20558	like your req info from wrong servicer to
10/24/2013	CIT	COL05				T:20558	begin with. did not give exacts but did advise
10/24/2013	CIT	COL05				T:20558	the loan in question has different info from
10/24/2013	CIT	COL05				T:20558	what she gave. advied ocwen has no other loan
10/24/2013	CIT	COL05				T:20558	for this borr. she has the new servicer and i
10/24/2013	CIT	COL05				T:20558	advised to contct them. all info has xfered.
10/24/2013	CIT	COL05				T:20558	040 Spoke to u3p miss viall to flw up on
10/24/2013	CIT	COL05				T:20558	inq. advised of ocwen no longer servicing loan
10/24/2013	CIT	COL05				T:20558	and unable to give any info even if was auth.
10/24/2013	CIT	COL05				T:20558	she stated she faxed in auth to sup Mgibson
10/24/2013	CIT	COL05				T:20558	direct fax and advised no notes of being recvd
10/24/2013	CIT	COL05				T:20558	but if recvd after 10/1/2013 unable to update
10/24/2013	CIT	COL05				T:20558	that auth. she started asking about the upb
10/24/2013	CIT	COL05				T:20558	(70K) and orig date (1993) which do not mtach
10/25/2013	DMD					T:22222	00/00/00 00:00:00
10/25/2013	DMD					T:22222	00/00/00 00:00:00
10/25/2013	DMD					T:22222	09/16/13 17:03:03 No answer
11/14/2013	CBR		0	00	1	T:00000	SERVICE RELEASE: EFFECTIVE DATE =10/01/13
12/2/2013	FOR						12/02/13 - 16:29 - 28026
12/2/2013	FOR						Status: Active
12/2/2013	FOR						12/02/13 - 16:29 - 28026
12/2/2013	FOR						tice. Issue Comments: Please
12/2/2013	FOR						provide a payment history, escrow
12/2/2013	FOR						analysis and general contact info
12/2/2013	FOR						for the current lender. Thank you.
12/2/2013	FOR						12/02/13 - 16:29 - 28026
12/2/2013	FOR						System updated for the following
12/2/2013	FOR						event: User has created a
12/2/2013	FOR						Process-Level issue for this

12/2/2013	FOR					loan.Issue Type: Service Transfer No
12/6/2013	NT	AOME			T:02058	Assignment sent to county for recording
12/6/2013	NT	AOME			T:02058	by Records Dept
12/23/2013	FOR					12/23/13 - 16:14 - 28026
12/23/2013	FOR					nts: Loan service released to 21st
12/23/2013	FOR					Mortgage Corp 800-955-0021.
12/23/2013	FOR					12/23/13 - 16:14 - 28026
12/23/2013	FOR					System updated for the following
12/23/2013	FOR					event: User has ended the Issue
12/23/2013	FOR					associated with this loan. Issue
12/23/2013	FOR					Type: Service Transfer Notice. Comme
12/31/2013	FOR					12/31/13 - 12:59 - 28026
12/31/2013	FOR					te / Subject: Issue Request /
12/31/2013	FOR					12/31/13 - 12:59 - 28026
12/31/2013	FOR					Intercom Message: / Read:
12/31/2013	FOR					12/31/2013 12:58:40 PM / From:
12/31/2013	FOR					Lugo, Erica / To: Rivera, Raymond;
12/31/2013	FOR					/ CC: / Intercom Type: General Upda

RECIPIENT/LENDER'S name, address, and telephone number GMAC MORTGAGE 3451 HANNOCK AVE WATERLOO IA 50702 800-765-4622		OMB No. 1545-0001 2011 Mortgage Interest Statement	
PAYER/BORROWER'S name, street address (including apt. no.), city, state, and ZIP code FRANK J REED 5717 OLD DELL TRCE RICHMOND VA 23238-5735		Copy B For Payer/Borrower The information in boxes 1, 2, 3, and 4 is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if the IRS determines that an underpayment of tax results because you claimed a deduction for this mortgage interest or for these points or because you did not report this interest or interest on your return.	
RECIPIENT'S federal identification no. XXX-XX-1464	PAYER'S social security number XXX-XX-1464		
Account number (see instructions)			
Substitute Form 1098 (Keep for your records)		Department of the Treasury - Internal Revenue Service Property Address 817 MATLACK DRIVE MOORESTOWN NJ 08057	

Instructions for Payer/Borrower

A person (including a financial institution, a governmental unit, and a cooperative housing corporation) who is engaged in a trade or business and, in the course of such trade or business, received from you at least \$600 of mortgage interest (including certain points) on any one mortgage in the calendar year must furnish this statement to you.

If you received this statement as the payer of record on a mortgage on which there are other borrowers, furnish each of the other borrowers with information about the proper distribution of amounts reported on this form. Each borrower is entitled to deduct only the amount he or she paid and points paid by the seller that represent his or her share of the amount allowable as a deduction. Each borrower may have to include in income a share of any amount reported in box 3.

If your mortgage payments were subsidized by a government agency, you may not be able to deduct the amount of the subsidy. See the instructions for Form 1040, Schedule A, C, or E for how to report the mortgage interest. Also, for more information, see Pub. 936 and Pub. 535. Account number. May show an account or other unique number the lender has assigned to distinguish your account.

Box 1. Shows the mortgage interest received during the year. This amount includes interest on any obligation secured by real property, including a home equity, line of credit, or credit card loan. This amount does not include points, government subsidy payments, or seller payments on a "buy-down" mortgage. Such amounts are deductible by you only in certain circumstances.

☐ CORRECTED (if checked)

Caution: The amount shown may not be fully deductible by you. Limits based on the loan secured with the cash and value of the security property may apply. Also, you may only deduct interest to the extent it was incurred by you, actually reimbursed by another person (membered by another person payer(s)/borrower(s)).	
1. Mortgage interest received from payer(s)/borrower(s)	\$ 0.00
2. Points paid on purchase of principal residence	\$ 0.00
3. Refund of overpaid interest	\$ 0.00
4. Mortgage insurance premiums	\$ 0.00
5. Real Estate Taxes Paid	\$ 33,150.77

Caution: If you prepaid interest in 2011 that accrued in full by January 15, 2012, this prepaid interest may be included in full however, you cannot deduct the prepaid amount in 2011 even though it may be included in box 1. If you had a mortgage credit certificate and can claim the mortgage interest credit, see Form 8396. If the interest was paid on a mortgage, home equity, line of credit, or credit card loan secured by your personal residence, you may be subject to a deduction limitation.

Box 2. Not all points are reportable to you. Box 2 shows points you or the seller paid this year for the purchase of your principal residence that are required to be reported to you. Generally, these points are fully deductible in the year paid, but you must subtract seller-paid points from the basis of your residence. Other points not reported in box 2 may also be deductible. See Pub. 936 to figure the amount you can deduct.

Box 3. Do not deduct this amount. It is a refund (or credit) for overpayment(s) of interest you made in a prior year or years. If you itemized deductions in the year(s) you paid the interest, you may have to include part or all of the box 3 amount on the "Other income" line of your 2011 Form 1040. No adjustment to your prior year(s) tax return(s) is necessary. For more information, see Pub. 936 and "Itemized Deduction Recoveries in Pub. 525."

Box 4. Shows mortgage insurance premiums which may qualify to be treated as deductible mortgage interest. See the Schedule A (Form 1040) instructions.

Box 5. The interest recipient may use this box to give you other information, such as the address of the property that secures the debt, real estate taxes, or insurance paid from escrow.

REDACTED



Exhibit G

XCZ 102962/rj **FILED:**
ZUCKER, GOLDBERG & ACKERMAN, LLC
Attorneys for Plaintiff
200 Sheffield Street, Suite 301
P.O. Box 1024
Mountainside, New Jersey 07092-0024
1-908-233-8500

GMAC MORTGAGE, LLC

Plaintiff,

vs.

Frank J. Reed, III and Christina A. Reed, his wife, :
and each of their heirs, devisees, and personal :
representatives, and his, her, their or any of their :
successors in right, title and interest; Mortgage :
Electronic Registration Systems, Inc., as nominee :
for Homecomings Financial, LLC; State of New :
Jersey; :

Defendants.

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION
BURLINGTON COUNTY
DOCKET NO. F-

Civil Action

**COMPLAINT
FOR
FORECLOSURE**

GMAC MORTGAGE, LLC, (hereinafter "plaintiff"), through its servicing agent
located at 1100 VIRGINIA DRIVE, P.O. BOX 8300, FORT WASHINGTON, PA 19034, hereby
says:

FIRST COUNT

1. On 05/31/2006, Frank J. Reed, III executed to Metrocities Mortgage, LLC a Note (hereinafter "Note") securing the sum of \$1,000,000.00, payable on 06/01/2036 with the initial interest rate of 6.3750% per annum.

2. To secure the payment of the Note, Frank J. Reed, III and Christina A. Reed, husband and wife, executed to Mortgage Electronic Registration Systems, Inc., as nominee for Metrocities Mortgage, LLC, a Mortgage (hereinafter "Mortgage") dated 05/31/2006, and thereby mortgaged to Mortgage Electronic Registration Systems, Inc., as nominee for Metrocities Mortgage, LLC in fee the land hereinafter described (hereinafter "Mortgaged Premises"). Said Mortgage was duly recorded on 09/25/2006, in the OFFICE OF THE CLERK OF BURLINGTON COUNTY, in Mortgage Book 11124, Page 410. The Mortgage is a Purchase Money Mortgage.

3. The legal description of the Mortgaged Premises is described on the Schedule annexed hereto and made a part hereof.

SCHEDULE A- Legal Description

ALL the following described property located in the Township of Moorestown, County of Burlington, State of New Jersey:

COMMONLY known as 817 MATLACK DRIVE, MOORESTOWN, NJ 08057.

BEING also known as Lot 2, Block 3803 on the tax map of the Township of Moorestown.

DIMENSION: APPROXIMATELY 185 x 111 x 156 x 33 x 130 x 28
NEAREST CROSS STREET: Situate in the southerly line of Matlack Drive
approximately 580 feet westerly from the westerly line of New Albany Road

The following is a metes and bounds legal description as found in the Mortgage:

BEGINNING at a point in the Southerly right of way line of Matlack Drive (60 feet wide), said point being 580.94 feet Westwardly from the Westerly end of a curve having a radius of 20.00 feet and connecting said line of Matlack Drive with the Westerly right of way line of New Albany Road (66 feet wide); thence

1. South 12 degrees 58 minutes 42 seconds West, 185.00 feet to a point; thence
2. North 77 degrees 01 minute 18 seconds West, 111.42 feet to a point; thence
3. North 14 degrees 38 minutes 30 seconds West, 156.41 feet to a point in said line of Matlack Drive; thence
4. North 75 degrees 21 minutes 30 seconds East, along said line of Matlack Drive, 33.75 feet to a point of curvature; thence
5. Eastwardly and curving to the right with a radius of 270.00 feet, still along said line of Matlack Drive, the arc distance of 130.16 feet to a point of tangency; thence
6. South 77 degrees 01 minute 18 seconds East, still along said line of Matlack Drive, 28.86 feet to the point and place of BEGINNING.

BEING Block 3803, Lot 2 as shown on the "Final Plan of Lots, Mechling Farms, Section 3", Filed May 15, 2003 as Map #3821600.

FOR INFORMATION PURPOSES ONLY: BEING known as Lot 2, Block 3803 on the Official Tax Map of Township of Moorestown.

Above description made in accordance with a survey made by Wallace Associates, dated March 10, 2006.

4. On or before the date the within complaint was drafted, the plaintiff herein became the owner of the note and mortgage being foreclosed herein.

5. The Note contained an agreement that if any installment payment should remain unpaid for 30 days after the same shall fall due, the whole principal sum, with all unpaid interest, fees, costs and advances, should, at the option of plaintiff or its representatives or assigns, become immediately due and payable.

6. The obligor(s) has/have failed to make the installment payment due on 02/01/2008, and all payments becoming due thereafter. Therefore the loan has been in default since on or about 03/01/2008.

7. As a result of said default, plaintiff hereby elects and declares that the whole unpaid principal sum due on the Note and Mortgage, along with all unpaid interest, advances, fees and costs, shall be accelerated and is now due and payable.

8. The Note and Mortgage do not contain a prepayment penalty.

9. The following defendants are joined herein because they are either the holder of an instrument or interest appearing of record which affect or may affect the Mortgaged Premises, or because they are the holder of a legal and equitable interest in the Mortgaged Premises which is subordinate to plaintiff's Mortgage lien.

9a. On 05/31/2006 Frank J. Reed, III and Christina A. Reed, husband and wife mortgaged the premises being foreclosed herein to Mortgage Electronic Registration Systems, Inc., as nominee for Metrocities Mortgage, LLC to secure the sum of \$414,400.00, which mortgage was recorded 09/25/2006 in Book 11124 of Mortgages for Burlington County, Page 431, which Mortgage was assigned to Mortgage Electronic Registration Systems, Inc., as nominee for Homecomings Financial, LLC which assignment is unrecorded at this time. Mortgage Electronic Registration Systems, Inc., as nominee for Homecomings Financial, LLC is made a party defendant to this foreclosure action by virtue thereof.

9b. The **State of New Jersey** is made a party defendant to this foreclosure action by reason of the following 4 liens entered in the office of the Clerk of the Superior Court of New Jersey recovered against plaintiff's mortgagors, Frank J. Reed, III and Christina A. Reed.

9b-1

SUPERIOR COURT OF NEW JERSEY

JUDGMENT NUMBER: J-142752-1992 CASE NUMBER: L-21331-87
DATE ENTERED: 12/30/92 DATE SIGNED: 12/01/92
TYPE OF ACTION: AUTO NEGL
TENURE: ESSEX

DEBT: \$ 15,000.00

CREDITOR(S):
RICHARD EPPS
ATTORNEY: NICHOLAS STEFANCHIK, JR.
SAMUEL F. FORTUNATO, COMMISSIONER OF INSURANCE ,ASSIGNEE

DEBTOR(S):
MARCUS X. HANNAH
(No Address)
FRANK REED
(No Address)

04-28-93 ASSIGNED TO SAMUEL FORTUNATO, COMMISSIONER DEPARTMENT OF
INSURANCE., RECORDED 10-06-93.
*** End of Abstract ***

9b-2

SUPERIOR COURT OF NEW JERSEY
JUDGMENT NUMBER: DJ-328724-2006
DATE DOCKETED: 12/12/06
TYPE OF ACTION: CERTIF OF DEBT
VENUE: MERCER
DEBT: \$ 200.00
CREDITOR(S):
DIV OF MOTOR VEHICLES
ATTORNEY: PRO SE
DEBTOR(S):
FRANK M REED , DRIVERS LICENSE # = R21632677410772
86 HIGHLAND AV, NEWARK, NJ 07104-1107
ATTORNEY: PRO SE

*** End of Abstract ***

9b-3

SUPERIOR COURT OF NEW JERSEY
JUDGMENT NUMBER: PD-154183-2005
DATE ENTERED: 06/16/05
LIEN FOR LEGAL SERVICES
VENUE: MERCER
DEBT: \$ 50.00
CREDITOR: OFFICE OF THE PUBLIC DEFENDER
DEBTOR(S):
FRANK M REED
1ST FL,
2018 GRIER AV, LINDEN, NJ 07036
ATTORNEY: PRO SE

*** End of Abstract ***

9b-4

SUPERIOR COURT OF NEW JERSEY

JUDGMENT NUMBER: PD-213865-2007

DATE ENTERED: 08/07/07

LIEN FOR LEGAL SERVICES

VENUE: MERCER

DEBT: \$ 566.00

CREDITOR: OFFICE OF THE PUBLIC DEFENDER

DEBTOR(S):

MICHAEL VOLPE

715 CENTER ST, GARWOOD, NJ 07207

ATTORNEY: PRO SE

A/K/A

FRANK REED

(No Address)

A/K/A

MIKE VOLPE

(No Address)

*** End of Abstract ***

10. The following defendants are joined herein because they are the holder of an instrument or interest appearing of record which affect or may affect the Mortgaged Premises which has been paid in full but have not been discharged of record.

NONE.

11. In the event plaintiff is unable to determine the present whereabouts of defendants, Frank J. Reed, III and Christina A. Reed, his wife, or ascertain if he/she/they is/are presently alive, and as a precaution, plaintiff has joined the following persons as party defendants to this foreclosure action for any lien, claim or interest they may have in, to, or against the mortgaged premises:

Frank J. Reed, III and Christina A. Reed, his wife, and each of their heirs, devisees, and personal representatives, and his, her, their or any of their successors in right, title and interest.

12. Pursuant to the terms of the Note and Mortgage, plaintiff (or its predecessors, successors or servicing agent), reserved the right to pay taxes, municipal charges, or other liens affecting the Mortgaged Premises, which charges or liens are superior to the lien of the Mortgage. When paid by plaintiff (or its predecessors, successors, or servicing agent), these taxes, municipal charges, or other liens, together with interest thereon, are to be added to the amount due plaintiff, whether such advances were made prior to the filing of this action or during its pendency.

13. Plaintiff has complied with the Fair Foreclosure Act N.J.S.A. 2A:50-53, et seq., by serving the required Notice of Intention to Foreclose at least 30 days in advance of filing of this complaint.

WHEREFORE, the plaintiff demands judgment:

- (a) Fixing the amount due on the Mortgage;
- (b) Barring and foreclosing the defendants and each of them of all equity of redemption in and to the Mortgaged Premises;

- (c) Directing that plaintiff be paid the amount due as provided in the Mortgage, together with interest, fees, costs and advances;
- (d) Adjudging that the Mortgaged Premises be sold according to law to satisfy the amount due to plaintiff on the Mortgage; and
- (e) Appointing a receiver of the rents, issues and profits of the Mortgaged Premises.

SECOND COUNT

1. Plaintiff hereby repeats, re-alleges, and incorporates the allegations set forth in the First Count of the Complaint, as if set forth herein at length.

2. By the terms of the Note and Mortgage, plaintiff is entitled to possession of the Mortgaged Premises and all appurtenances.

3. The Mortgagor(s) and Obligor(s) named herein has or may claim to have certain rights in the Mortgaged Premises, and by reason thereof, has or have deprived plaintiff of possession of the Mortgaged Premises.

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 Mortgaged Premises 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 costs.

CERTIFICATION PURSUANT TO RULE 4:5-1

I hereby certify that the matter in controversy is not the subject of any other Court proceeding or arbitration and that, to the best of my knowledge and belief, no other parties need be joined at this time, and that no other proceedings are contemplated.

CERTIFICATION PURSUANT TO RULE 4:64-1(a) AND RULE 1:5-6(c)(1)(E)

I hereby certify that a title search of the public record has been received and reviewed

prior to the filing of this action.

ZUCKER, GOLDBERG & ACKERMAN, LLC
Attorneys for Plaintiff

By: _____
LEONARD B. ZUCKER
MEMBER OF THE FIRM

DATED: May 16, 2008

NOTICE REQUIRED BY THE
FAIR DEBT COLLECTION
PRACTICES ACT, (the act),
15 U.S.C. SECTION 1601 AS AMENDED

**THIS IS AN ATTEMPT TO COLLECT A
DEBT. ANY INFORMATION OBTAINED
WILL BE USED FOR THAT PURPOSE.**

1. The amount due on the debt, as of 05/31/2006, is the sum of \$1000000.00. This sum does not include foreclosure fees and costs or any payments received or advances made after that date.

2. The debt described in the complaint attached hereto and evidenced by the copy of the mortgage and note, will be assumed to be valid by the creditor's law firm, unless debtors, within thirty (30) days after receipt of this Notice, disputes, in writing, the validity of the debt or some portion thereof.

3. If the debtor notifies the creditor's law firm in writing within thirty (30) days of the receipt of this Notice, that the debt or any portion thereof, is disputed, the creditor's law firm will obtain verification of the debt and a copy of the verification will be mailed to the debtor by the creditor's law firm.

4. If the creditor who is named as plaintiff in the attached summons and complaint, is not the original creditor, and if the debtor makes written request to the creditor's law firm within thirty (30) days from the receipt of this Notice, the name and address of the original creditor will be mailed to the debtor by the creditor's law firm.

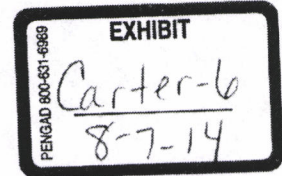
5. Written request should be addressed to ZUCKER, GOLDBERG & ACKERMAN, LLC, 200 Sheffield Street, Suite 301, P.O. Box 1024, Mountainside, New Jersey 07092-0024. Please refer to our file number, which is XCZ 102962.

**THIS IS AN ATTEMPT TO COLLECT A DEBT.
ANY INFORMATION OBTAINED
WILL BE USED FOR THAT PURPOSE.**

Exhibit O

B. T. Edgar & Son

27 E. Main Street
Moorestown, NJ 08057
Phone: 856-235-0101 Fax: 856-722-9190



Status/Change Form

MLS # 5348238 CURRENT PRICE \$ _____

PROPERTY ADDRESS 817 MATACK DR.

Office Name _____ Phone # _____

PRICE CHANGE to _____

EXTEND EXPIRATION DATE to 9-1-09 (exp. 3/31)

ACTIVE/UNDER CONTRACT

Active/Under Contract Date _____

Remarks _____

PENDING INFORMATION

Agr of Sale Date _____ Est. Settled Date _____ Office w/Buyer _____

Agr of Sale Price \$ _____ Show Price Before Settlement? Y/N _____ Agent w/Buyer _____

SETTLED INFORMATION (all information required)

Agr of Sale Date _____ Est. Settled Date _____

Selling Price \$ _____ Show Price Before Settlement? Y/N _____

Actual Settlement Date _____ Type of Financing _____

Seller Concession Y/N _____ Concession Notes _____

Office w/Listing _____ Office w/Buyer _____

Agent w/Listing _____ Agent w/Buyer _____

WITHDRAWN DATE _____

TEMPORARY WITHDRAWN DATE _____
(Does not release seller from listing contract obligations)

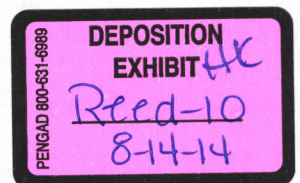
BACK ON MARKET DATE _____

Owner/Date _____

BCARTELO
Agent ID

Owner/Date _____

Louise M. Carter

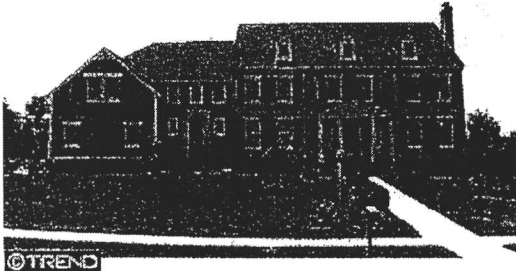


Edgar & Son LLC
Member Full Report courtesy of: Rebecca Miller
1 of 1 Listings

Office: (856) 235-0101 Ext200
Office Phone: (856) 235-0101 Ext200
E-mail: beckymiller@edgarrealestate.com

817 Matlack Dr, Moorestown, NJ 08057

RES PND \$1,895,000



MLS #: 5348238
MLS Area: 20322
County: Moorestown Twp
Tax ID #: 22-03803-00002
Subdiv / Nei: None Available
School Dist: Moorestown Twp
- High: Moorestown
- Middle:
- Elem:

Beds, Baths: 7 8/2
Ownership: FeeSimple
Type: Single/Detac
Design: 3+Story
Style: Traditional
Basement: Y
Age: 1
Int SF: /
Unit Floor #: 1
Central Air: Y
Internet: Y / N

Directions

E. Main St., Left on Chester Ave. to Riverton Rd., Left on New Albany Rd., Right on Matlack.

Cross Street: Coles Ct.

Map Grid:

Room Dimensions

JR/GR: 19 x 16 M Main BR: 21 x 17 U Library: 17 x 14 M
Dining: 18 x 16 M 2nd BR: 20 x 15 U Sitting: 16 x 14 U
Kitchen: 36 x 16 M 3rd BR: 20 x 15 U Bedroom: 16 x 13 U
Family: 24 x 18 M 4th BR: 16 x 13 U Foyer: 24 x 18 M

Inclusions:

Exclusions: Hanging Bathroom Mirrors, Swing Set.

Other Information

Rooms: 16
Bath Full: 0M 7U 1L
Bath Part: 2M 0U 0L
Model:
Builder: Maines

Tax Information

Taxes / Yr: \$30748 / 2007Blk 03803
Assessment: 688200 Lot 00002

Association Info

Condo / HOA: N / N
Assoc Fee / Freq:

Lot Information

Acr / SF: 0.61 / 26,572
Lot Dim: 0

Land Use: Zoning: Resid
Waterfront: N

Features

Utilities: GasHeat, HotAirHeat, GasHotWater, CentralAir, PublicWater, PublicSewer
Parking: 3-CarGarage, Att/BuiltInG, InsideAccess, GarDoorOpner, Oversizedgar, 3+CarParking, DrivewayPrk
Exterior: Sidewalks, StreetLights, LawnSprinkl, InDrgrndElec, ExteriorLght, Stcco/SimExt, BrickExt, ConcreteFoun, LevelLot, OpenLot, PitchedRoof, ShingleRoof, NoPool
Bsmnt: FullBasement, FinishedBsmnt, BsmntDrainSys
Interior: WalkUpAttic, FlooredAttic, FinshedAttic, Three+FirePl, BrickFirePl, MarbleFirePl, LR/GRFireP, FamRoomFireP, MainBedFireP, Gas/Propane, FinishedWood, V/WCarpeting, TileFl, StoneFl, SecuritySys, CathedralVa, 9Ft+Ceiling, CeilingFan(s), Attic/HseFan, CableTVWired, WhirlPool/Ho, BayWindow, StallShower, WhirlpoolMnB, FulBathMnBed, DressRmMnBed, SitAreaMnBed, WalkInCltMB, Foyer/VestEn, Den/Study/Li, Util/MudRoom, Loft, Game/MediaRm, NoModifs/Unk, UpprFlrLndry
Kit: KitW/BrkfstR, GasCooking, KittIsland, KitPantry, KitDoubleSin, KitBuiltInRa, WallOven, DoubleOven, SelfClnOven, KitCommRange, BuiltInDishW, BuiltInRefig, Disposal
Finance: ConventnalFi
Cond: Average+

Remarks

Public: Elegance and style plus extraordinary construction by Maines in a most desired neighborhood! Over 6,500 sq. ft. of exquisite architectural appointments, arched doorways and magnificent ceilings, state of the art appliances and the finest of craftsmanship and materials. The room sized foyer is complimented by a gracious staircase open from the lower level to the finished third level. Additional features include hardwood floors, library with built-in cabinetry, fantastic kitchen with Wood-mode cabinetry and separate breakfast room, 3 fireplaces and a second staircase. The master bedroom features a sitting room, fireplace, walk-in closet & fantastic bath. There are 4 additional bedrooms, 4 baths and a laundry room on the 2nd level plus 2 bedrooms and 2 baths on the 3rd level. The lower level is finished with a game room and full bath. A truly wonderful home.....listed price is under recent appraised value!

Brokerage Information

Edgar & Son LLC BEDG01 (856) 235-0101 x209 SBr: OPr: \$2,025,000
ListAgent: Louise Carter BCARTELO (609) 841-5116 BBBr: 2.5%-\$30 LDt: 05/09/2008
ListAg: Appointment Phone: (609) 841-5116 TBr: XDt: 09/01/2009
Show: Call agent for showing appointments.
Show: LAMustAccomS Poss: Negotiable

Owner: Owners of Record

Disclosure: Y PrExc: N PMP: 403

Contract & Settlement Information

elliOffice: Edgar & Son LLC BEDG01 (856) 235-0101 PDt: 09/25/2008 LPr: \$1,895,000
elliAgent: Louise Carter BCARTELO (609) 841-5116 SDt: 12/15/2008

B. T. Edgar & Son

27 E. Main Street
Moorestown, NJ 08057
Phone: 856-235-0101 Fax: 856-722-9190

Status/Change Form

MLS # 5573758 CURRENT PRICE \$ _____

PROPERTY ADDRESS 817 MATHACK DR.

Office Name _____ Phone # _____

PRICE CHANGE to \$1,780,000

EXTEND EXPIRATION DATE to _____

ACTIVE/UNDER CONTRACT

Active/Under Contract Date _____

Remarks _____

PENDING INFORMATION

Agr of Sale Date _____ Est. Settled Date _____ Office w/Buyer _____

Agr of Sale Price \$ _____ Show Price Before Settlement? Y/N _____ Agent w/Buyer _____

SETTLED INFORMATION (all information required)

Agr of Sale Date _____ Est. Settled Date _____

Selling Price \$ _____ Show Price Before Settlement? Y/N _____

Actual Settlement Date _____ Type of Financing _____

Seller Concession Y/N _____ Concession Notes _____

Office w/Listing _____ Office w/Buyer _____

Agent w/Listing _____ Agent w/Buyer _____

WITHDRAWN DATE _____

TEMPORARY WITHDRAWN DATE _____
(Does not release seller from listing contract obligations)

BACK ON MARKET DATE _____

Owner/Date _____

Agent ID

PCARTELLO

Owner/Date _____

Louise M. Carls

Edgar & Son LLC
Member Full Report courtesy of: Rebecca Miller
1 to 1 of 1 Listings

Office: (856) 235-0101 Ext200
Office Phone: (856) 235-0101 Ext200
E-mail: beckymiller@edgarrealestate.com

817 Matlack Dr, Moorestown, NJ 08057

RES ACT \$1,780,000



MLS #: 5573758
MLS Area: 20322
County: Moorestown Twp
Tax ID #: 22-03803-00002
Subdiv / Nei: None Available
School Dist: Moorestown Twp
- High: Moorestown
- Middle: W Allen
- Elem:

Beds, Baths: 7 8/2
Ownership: FeeSimple
Type: Single/Detac
Design: 3+Story
Style: Traditional
Basement: Y
Age: 2
Int SF: /
Unit Floor #: /
Central Air: Y
Internet: Y / N

Directions

E. Main St., Left on Chester Ave. to Riverton Rd., Left on New Albany Rd., Right on Matlack.
Cross Street: Coles Ct.

Map Grid:

Room Dimensions

LR/GR: 19 x 16 M Main BR: 21 x 17 U Library: 17 x 14 M
Dining: 18 x 16 M 2nd BR: 20 x 15 U Sitting: 16 x 14 U
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Family: 24 x 18 M 4th BR: 16 x 13 U Foyer: 24 x 18 M

Inclusions:

Exclusions: Hanging Bathroom Mirrors, Swing Set.

Other Information

Rooms: 16
Bath Full: 0M 7U 1L
Bath Part: 2M 0U 0L
Model:
Builder: Maines

Tax Information

Taxes / Yr: \$36296 / 2008Bik 03803
Assessment: 1928600 Lot 00002

Association Info

Condo / HOA: N /
N
Recur Fee / Freq:

Lot Information

Acr / SF: 0.61 / 26,572
Lot Dim: 0

Land Use: Zoning: Resid
Waterfront: N

Features

Utilities: GasHeat, HotAirHeat, GasHotWater, CentralAir, PublicWater, PublicSewer Parking: 3-CarGarage, Att/BuiltInG, InsideAccess, GarDoorOpner, Oversizedgar, 3+CarParking, DrivewayPrk Exterior: Sidewalks, StreetLights, LawnSprinkl, UndrgrndElec, ExteriorLght, Stcco/SimExt, BrickExt, ConcreteFoun, LevelLot, OpenLot, PitchedRoof, ShingleRoof, NoPool
Bsmt: FullBasement, FinishedBsmt, BsmtDrainSys Interior: WalkUpAttic, FlooredAttic, FinishedAttic, Three+FirePl, BrickFirePl, MarbleFirePl, LR/GRFireP, FamRoomFireP, MainBedFireP, Gas/Propane, FinishedWood, W/WCarpeting, TileFl, StoneFl, SecuritySys, Cathedral/Va, 9Ft+Ceiling, CeilingFan(s), Attic/HseFan, CableTVWired, WhirlPool/Ho, BayWindow, StallShower, WhirlpoolMnB, FullBathMnB, DressRmMnB, SitAreaMnB, WalkInCstMB, Foyer/VestEn, Den/Study/Li, Util/MudRoom, Loft, Game/MediaRm, NoModifs/Unk, UpprFlrLndry Kit: KitW/BrkfstR, GasCooking, KtIsland, KitPantry, KitDoubleSin, KitBuiltInRa, WallOven, DoubleOven, SelfClnOven, KitCommRange, BuiltInDishW, BuiltInRefig, Disposal
Finance: ConventnalFi Cond: Average+

Remarks

Public: Elegance and style plus extraordinary construction by Maines in a most desired neighborhood! Over 6,500 sq. ft. of exquisite architectural appointments, arched doorways and magnificent ceilings, state of the art appliances and the finest of craftsmanship and materials. The room sized foyer is complimented by a gracious staircase open from the lower level to the finished third level. Additional features include hardwood floors, library with built-in cabinetry, fantastic kitchen with Wood-Mode cabinetry and separate breakfast room, 3 fireplaces and a second staircase. The master bedroom features a sitting room, fireplace, walk-in closet & fantastic bath. There are 4 additional bedrooms, 4 baths and a laundry room on the 2nd level plus 2 bedrooms and 2 baths on the 3rd level. The lower level is finished with a game room and full bath. A truly wonderful home.....listed price is under recent appraised value!

Brokerage Information

Edgar & Son LLC	BEDG01	(856) 235-0101 x209	SBr:	OPr:	\$1,895,000
ListAgent: Louise Carter	BCARTELO	(609) 841-5116	BBr: 2.5%-\$30	LDt:	08/04/2009
CoListAg:	Appointment Phone:	(609) 841-5116	TBr:	XDt:	02/04/2010
Show: Call agent for showing appointments.					
Show: LAMustAccomS Poss: Negotiable					
			Agmt:	ER	OMD:
			Sign:	Y	DVB: N
			BkInt:	N	LMD: 11/14/2009
			PrExc:	N	LBon: DOM: 103
			Short Sale:	N	PMP: 819
Owner:	Owners of Record	Disclosure: Y			

Edgar & Son LLC

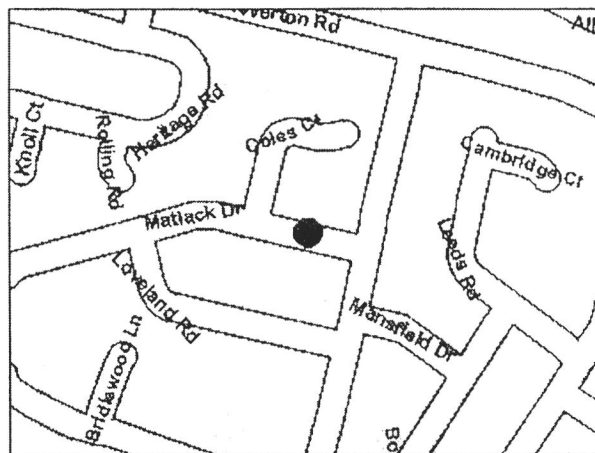
Client Full Report courtesy of: Rebecca Miller
1 to 1 of 1 Listings

Office: (856) 235-0101 Ext200
Office Phone: (856) 235-0101 Ext200
E-mail: beckymiller@edgarrealestate.com

817 Matlack Dr, Moorestown, NJ 08057

RES ACT

\$1,780,000



General

MLS #: 5573758	Subdiv / Nei: None Available	Ownership: FeeSimple	Beds, Baths: 7 8/2
DOM: 103	School Dist: Moorestown Twp	Type: Single/Detac	Age: 2
MLS Area: 20322 Moorestown Twp		Design: 3+Story	Int Sq Ft: /
County: Burlington	- High: Moorestown	Style: Traditional	Unit Flr #: AC: Y
Tax ID #: 22-03803-00002	- Middle: W Allen		Map Grid:
	- Elem:		

Room Dimensions

LR/GR: 19 x 16 M	Main BR: 21 x 17 U	Library: 17 x 14 M
Dining: 18 x 16 M	2nd BR: 20 x 15 U	Sitting: 16 x 14 U
Kitchen: 36 x 16 M	3rd BR: 20 x 15 U	Bedroom: 16 x 13 U
Family: 24 x 18 M	4th BR: 16 x 13 U	Foyer: 24 x 18 M

Inclusions:

Exclusions: Hanging Bathroom Mirrors, Swing Set.

Other Information

Total Rooms: 16
Bath Full: 0M 7U 1L
Bath Part: 2M 0U 0L
Model:
Builder: Maines

Tax Information

RE Taxes / Yr: \$36296 / 2008
Assessment: 1928600

Association Information

Condo / HOA: N / N
Recur Fee / Freq:

Lot Information

Acr / SqFt: 0.61 / 26,572
Lot Dim: 0

Land Use: Zoning: Resid
Waterfront: N

Features

Utilities: GasHeat, HotAirHeat, GasHotWater, CentralAir, PublicWater, PublicSewer
Parking: 3-CarGarage, Att/BuiltInG, InsideAccess, GarDoorOpner, Oversizedgar, 3+CarParking, DrivewayPrk
Exterior: Sidewalks, StreetLights, LawnSprinklr, UndgrmdElec, ExteriorLght, Stcco/SimExt, BrickExt, ConcreteFoun, LevelLot, OpenLot, PitchedRoof, ShingleRoof, NoPool
Bsmt: FullBasement, FinishedBsmt, BsmtDrainSys **Interior:** WalkUpAttic, FlooredAttic, FinshedAttic, Three+FirePI, BrickFirePI, MarbleFirePI, LR/GRFireP, FamRoomFireP, MainBedFireP, Gas/Propane, FinishedWood, WWCarpeting, TileFI, StoneFI, SecuritySys, Cathedral/Va, 9Ft+Ceiling, CeilingFan(s), Attic/HseFan, CableTVWired, WhirlPool/Ho, BayWindow, StallShower, WhirlpoolMnB, FulBathMnBed, DressRmMnBed, SitAreaMnBed, WalkInClstMB, Foyer/VestEn, Den/Study/Li, Util/MudRoom, Loft, Game/MediaRm, NoModifs/Unk, UpprFlrLndry **Kit:** KitW/BrkfstR, GasCooking, Kittsland, KitPantry, KitDoubleSin, KitBuiltInRa, WallOven, DoubleOven, SelfClnOven, KitCommRange, BuiltInDishW, BuiltInRefig, Disposal
Poss: Negotiable **Finance:** ConventnalFi **Cond:** Average+ **Show:** LAMustAccomS

Remarks

Public: Elegance and style plus extraordinary construction by Maines in a most desired neighborhood! Over 6,500 sq. ft. of exquisite architectural appointments, arched doorways and magnificent ceilings, state of the art appliances and the finest of craftsmanship and materials. The room sized foyer is complimented by a gracious staircase open from the lower level to the finished third level. Additional features include hardwood floors, library with built-in cabinetry, fantastic kitchen with Wood-Mode cabinetry and separate breakfast room, 3 fireplaces and a second staircase. The master bedroom features a sitting room, fireplace, walk-in closet & fantastic bath. There are 4 additional bedrooms, 4 baths and a laundry room on the 2nd level plus 2 bedrooms and 2 baths on the 3rd level. The lower level is finished with a game room and full bath. A truly wonderful home.....listed price is under recent appraised value!
Directions: E. Main St., Left on Chester Ave. to Riverton Rd., Left on New Albany Rd., Right on Matlack.

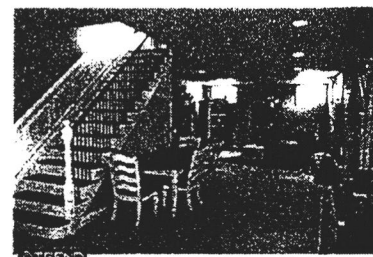
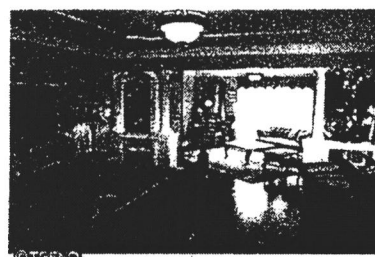
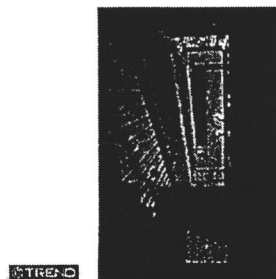
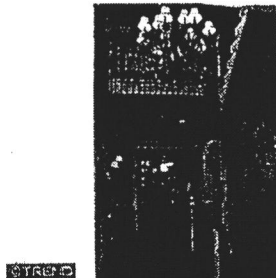
Edgar & Son LLC

Client Multi-Photo Report courtesy of: Rebecca Miller
1 to 1 of 1 Listings

Office: (856) 235-0101 Ext200
Office Phone: (856) 235-0101 Ext200
E-mail: beckymiller@edgarrealestate.com

Photos for 817 Matlack Dr, Moorestown, NJ

MLS # 5573758



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B. T. Edgar & Son

27 E. Main Street
Moorestown, NJ 08057
Phone: 856-235-0101 Fax: 856-722-9190

Status/Change Form

MLS # 5573758 CURRENT PRICE \$ _____

PROPERTY ADDRESS 817 MATACK DR.

Office Name _____ Phone # _____

PRICE CHANGE to _____

EXTEND EXPIRATION DATE to 6-30-2010 (exp. 2/4)

ACTIVE/UNDER CONTRACT

Active/Under Contract Date _____

Remarks _____

PENDING INFORMATION

Agr of Sale Date _____ Est. Settled Date _____ Office w/Buyer _____

Agr of Sale Price \$ _____ Show Price Before Settlement? Y/N _____ Agent w/Buyer _____

SETTLED INFORMATION (all information required)

Agr of Sale Date _____ Est. Settled Date _____

Selling Price \$ _____ Show Price Before Settlement? Y/N _____

Actual Settlement Date _____ Type of Financing _____

Seller Concession Y/N _____ Concession Notes _____

Office w/Listing _____ Office w/Buyer _____

Agent w/Listing _____ Agent w/Buyer _____

WITHDRAWN DATE _____

TEMPORARY WITHDRAWN DATE _____
(Does not release seller from listing contract obligations)

BACK ON MARKET DATE _____

Owner/Date _____

Agent ID BCARTELO

Owner/Date _____

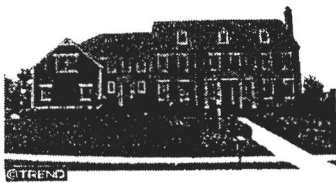
Louise M. Casto

*Please
Reduce
817
Mallard Dr
714,900,000*

Print Member Listing Report

Edgar & Son LLC
Member Full Report courtesy of: Rebecca Miller
to 1 of 1 Listings
117 Matlack Dr, Moorestown, NJ 08057

Office: (856) 235-0101 Ext200
Office Phone: (856) 235-0101 Ext200
E-mail: beckymiller@edgarrealstate.com
RES ACT \$1,690,000



MLS #: 5673758
MLS Area: 20322
County: Moorestown Twp
Tax ID #: Burlington
Subdiv / Nei: 22-03803-00002
School Dist: Moorestown Twp
- High: Moorestown
- Middle: W Allen
- Elem: W Allen
Beds, Baths: 7 8/2
Ownership: FeeSimple
Type: Single/Detac
Design: 3+Story
Style: Traditional
Basement: Y
Age: 2
Int SF: /
Unit Floor #: /
Central Air: Y
Internet: Y / Y

Directions
E. Main St., Left on Chester Ave. to Riverton Rd., Left on New Albany
Rd., Right on Matlack.
Cross Street: Coles Ct.

Map Grid:

Room Dimensions	Other Information
LR/GR: 19 x 16 M	Rooms: 16
Dining: 18 x 16 M	Bath Full: 0M 7U 1L
Kitchen: 36 x 16 M	Bath Part: 2M 0U 0L
Family: 24 x 18 M	Model:
	Builder: Maines

Inclusions:
Exclusions: Hanging Bathroom Mirrors, Swing Set.

Tax Information	Association Info	Lot Information	Land Use:	Zoning: Resid
Taxes / Yr: \$36296 / 2008BIK 03803	Condo / HOA: N /	Acr / SF: 0.61 / 26,572	Waterfront: N	
Assessment: 1928600	Lot 00002	Lot Dim: 0		

Recur Fee / Freq:

Features
Utilities: GasHeat, HotAirHeat, GasHotWater, CentralAir, PublicWater, PublicSewer
InsideAccess, GarDoorOpner, Oversizedgar, 3+CarParking, DrivewayPrk
Exterior: Sidewalks, StreetLights, LawnSprinklr, UndgrndElec, ExteriorLght, Stcco/SimExt, BrickExt, ConcreteFoun, LevelLot, OpenLot, PitchedRoof, ShingleRoof, NoPool
Bsm: FullBasement, FinishedBsm, BsmDrainSys
Interior: WalkUpAttic, FlooredAttic, FinishedAttic, Three+FirePl, BrickFirePl, MarbleFirePl, LR/GRFireP, FamRoomFireP, MainBedFireP, Gas/Propane, FinishedWood, W/WCarpeting, TileFl, StoneFl, SecuritySys, CathedralVa, 9ft+Ceiling, CeilingFan(s), AtticHseFan, CableTVWired, WhirlPool/Ho, BayWindow, StallShower, WhirlpoolMnB, FullBathMnBed, DressRmMnBed, SitAreaMnBed, WalkInCstMB, Foyer/VestEn, Den/Study/Li, Util/MudRoom, Loft, Game/MediaRm, NoModifs/Unk, UpprFlrLndry
Kit: KitW/BrkfstR, GasCooking, KtIsland, KitPantry, KitDoubleSin, KitBuiltInRa, WallOven, DoubleOven, SelfClnOven, KitCommRange, BuiltInDishW, BuiltInRefig, Disposal
Finance: ConventnalFi
Cond: Average+

Remarks
Public: Elegance and style plus extraordinary construction by Maines in a most desired neighborhood! Over 6,500 sq. ft. of exquisite architectural appointments, arched doorways and magnificent ceilings, state of the art appliances and the finest of craftsmanship and materials. The room sized foyer is complimented by a gracious staircase open from the lower level to the finished third level. Additional features include hardwood floors, library with built-in cabinetry, fantastic kitchen with Wood-Mode cabinetry and separate breakfast room, 3 fireplaces and a second staircase. The master bedroom features a sitting room, fireplace, walk-in closet & fantastic bath. There are 4 additional bedrooms, 4 baths and a laundry room on the 2nd level plus 2 bedrooms and 2 baths on the 3rd level. The lower level is finished with a game room and full bath. A truly wonderful home.....listed price is under recent appraised value! Agent: WYC-What you charge.

Brokerage Information
Edgar & Son LLC
ListAgent: Louise Carter
CoListAg: Appointment Phone: (609) 841-5116
Show: Call agent for showing appointments.
Show: LAMustAccomS Poss: Negotiable
Agmt: ER
Sign: Y
BkInt: N
PrExc: N
Short Sale: N
SBr: \$1,895,000
BBr: 2.5%-WYC
TBr: 06/30/2010
OPr: 08/04/2009
LDt: 05/07/2010
XDt: 277
OMD: 05/07/2010
LMD: 05/07/2010
DOM: 277
PMP: 993

Edgar & Son LLC

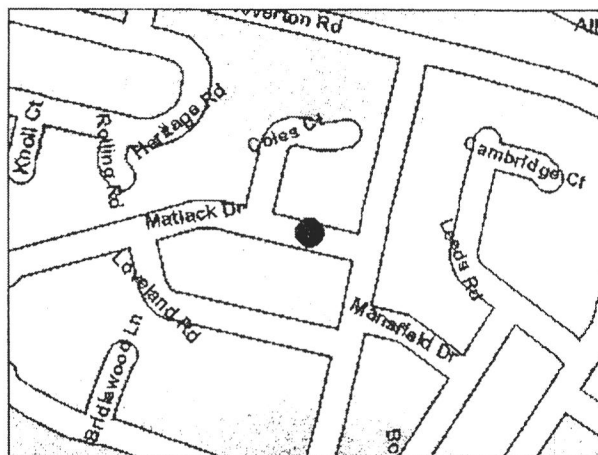
Client Full Report courtesy of: Rebecca Miller
1 to 1 of 1 Listings

Office: (856) 235-0101 Ext200
Office Phone: (856) 235-0101 Ext200
E-mail: beckymiller@edgarrealestate.com

817 Matlack Dr, Moorestown, NJ 08057

RES ACT

\$1,595,000



General

MLS #: 5573758	Subdiv / Nei: Mechling Park	Ownership: FeeSimple	Beds, Baths: 7 8/2
DOM: 316	School Dist: Moorestown	Type: Single/Detac	Age: 2
MLS Area: 20322 Moorestown Twp	Twp	Design: 3+Story	Int Sq Ft: /
County: Burlington	- High: Moorestown	Style: Traditional	Unit Flr #: AC: Y
Tax ID #: 22-03803-00002	- Middle: W Allen		Map Grid:
	- Elem:		

Room Dimensions

LR/GR: 19 x 16 M	Main BR: 21 x 17 U	Library: 17 x 14 M
Dining: 18 x 16 M	2nd BR: 20 x 15 U	Sitting: 16 x 14 U
Kitchen: 36 x 16 M	3rd BR: 20 x 15 U	Bedroom: 16 x 13 U
Family: 24 x 18 M	4th BR: 16 x 13 U	Foyer: 24 x 18 M

Inclusions:

Exclusions: Hanging Bathroom Mirrors, Swing Set.

Other Information

Total Rooms: 16
Bath Full: 0M 7U 1L
Bath Part: 2M 0U 0L
Model:
Builder: Maines

Tax Information

RE Taxes / Yr: \$36296 / 2008
Assessment: 1928600

Association Information

Condo / HOA: N / N
Recur Fee / Freq:

Lot Information

Acr / SqFt: 0.61 / 26,572
Lot Dim: 0

Land Use: Zoning: Resid
Waterfront: N

Features

Utilities: GasHeat, HotAirHeat, GasHotWater, CentralAir, PublicWater, PublicSewer
Parking: 3-CarGarage, Att/BuiltInG, InsideAccess, GarDoorOpner, Oversizedgar, 3+CarParking, DrivewayPrk
Exterior: Sidewalks, StreetLights, LawnSprinkl, UndgrndElec, ExteriorLght, Stcco/SimExt, BrickExt, ConcreteFoun, LevelLot, OpenLot, PitchedRoof, ShingleRoof, NoPool
Bsmt: FullBasement, FinishedBsmt, BsmtDrainSys **Interior:** WalkUpAttic, FlooredAttic, FinshedAttic, Three+FirePl, BrickFirePl, MarbleFirePl, LR/GRFireP, FamRoomFireP, MainBedFireP, Gas/Propane, FinishedWood, WWCarpeting, TileFl, StoneFl, SecuritySys, Cathedral/Va, 9Ft+Ceiling, CeilingFan(s), Attic/HseFan, CableTVWired, WhirlPool/Ho, BayWindow, StallShower, WhirlpoolMnB, FulBathMnBed, DressRmMnBed, SitAreaMnBed, WalkInClistMB, Foyer/VestEn, Den/Study/Li, Util/MudRoom, Loft, Game/MediaRm, NoModifs/Unk, UpprFlrLndry **Kit:** KitW/BrkfstR, GasCooking, Kitchens, KitPantry, KitDoubleSin, KitBuiltInRa, WallOven, DoubleOven, SelfClnOven, KitCommRange, BuiltInDishW, BuiltInRefig, Disposal
Poss: Negotiable **Finance:** ConventnalFi **Cond:** Average+ **Show:** LAMustAccomS

Remarks

Public: Elegance and style plus extraordinary construction by Maines in a most desired neighborhood! Over 6,500 sq. ft. of exquisite architectural appointments, arched doorways and magnificent ceilings, state of the art appliances and the finest of craftsmanship and materials. The room sized foyer is complimented by a gracious staircase open from the lower level to the finished third level. Additional features include hardwood floors, library with built-in cabinetry, fantastic kitchen with Wood-Mode cabinetry and separate breakfast room, 3 fireplaces and a second staircase. The master bedroom features a sitting room, fireplace, walk-in closet & fantastic bath. There are 4 additional bedrooms, 4 baths and a laundry room on the 2nd level plus 2 bedrooms and 2 baths on the 3rd level. The lower level is finished with a game room and full bath. A truly wonderful home.....listed price is under recent appraised value!

Directions: E. Main St., Left on Chester Ave. to Riverton Rd., Left on New Albany Rd., Right on Matlack.

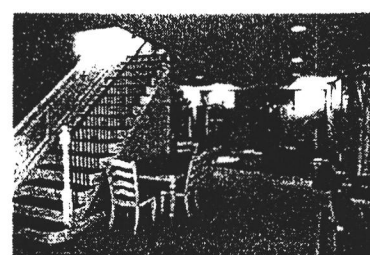
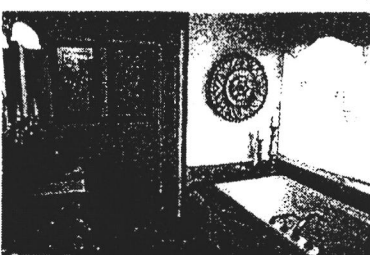
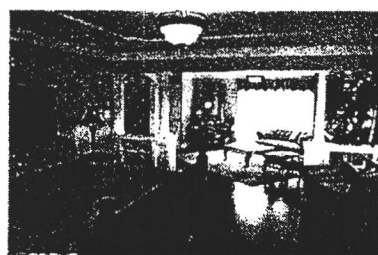
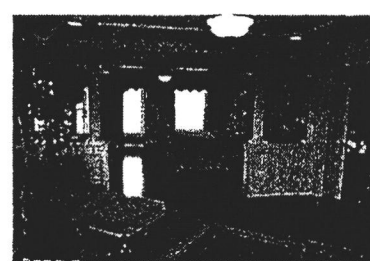
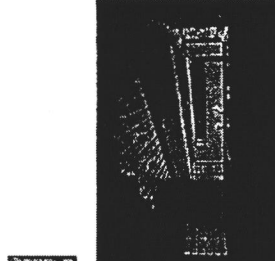
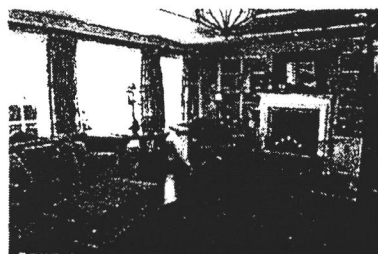
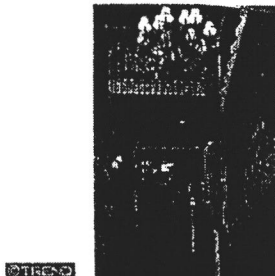
Edgar & Son LLC

Client Multi-Photo Report courtesy of: Rebecca Miller
1 to 1 of 1 Listings

Office: (856) 235-0101 Ext200
Office Phone: (856) 235-0101 Ext200
E-mail: beckymiller@edgarrealestate.com

Photos for 817 Matlack Dr, Moorestown, NJ

MLS # 5573758



B. T. Edgar & Son
27 E. Main Street
Moorestown, NJ 08057
Phone: 856-235-0101 Fax: 856-722-9190

Status/Change Form

MLS # _____ CURRENT PRICE \$ _____

PROPERTY ADDRESS 817 MATHACK Dr.

Office Name _____ Phone # _____

PRICE CHANGE to _____

EXTEND EXPIRATION DATE to 12-31-2010 (exp. 6/30)

ACTIVE/UNDER CONTRACT

Active/Under Contract Date _____

Remarks _____

PENDING INFORMATION

Agr of Sale Date _____ Est. Settled Date _____ Office w/Buyer _____

Agr of Sale Price \$ _____ Show Price Before Settlement? Y/N _____ Agent w/Buyer _____

SETTLED INFORMATION (all information required)

Agr of Sale Date _____ Est. Settled Date _____

Selling Price \$ _____ Show Price Before Settlement? Y/N _____

Actual Settlement Date _____ Type of Financing _____

Seller Concession Y/N _____ Concession Notes _____

Office w/Listing _____ Office w/Buyer _____

Agent w/Listing _____ Agent w/Buyer _____

WITHDRAWN DATE _____

TEMPORARY WITHDRAWN DATE _____
(Does not release seller from listing contract obligations)

BACK ON MARKET DATE _____

Owner/Date

Agent ID

B. T. Edgar

Owner/Date

Louise M. Carter

edgar & Son LLC
Member: Full Report courtesy of: Rebecca Miller
to 1 of 1 Listings

Office: (856) 235-0101 Ext200
Office Phone: (856) 235-0101 Ext200
E-mail: beckymiller@edgarrealestate.com

817 Matlack Dr, Moorestown, NJ 08057

RES ACT \$1,595,000



MLS #: 5573758
MLS Area: 20322
County: Moorestown Twp
Tax ID #: Burlington
Subdiv / Nei: 22-03803-00002
School Dist: Mechling Park
- High: Moorestown
- Middle: W Allen
- Elem:

Beds, Baths: 7 8/2
Ownership: FeeSimple
Type: Single/Detac
Design: 3+Story
Style: Traditional
Basement: Y
Age: 2
Int SF: /
Unit Floor #: 1
Central Air: Y
Internet: Y / Y

Directions

E. Main St., Left on Chester Ave. to Riverton Rd., Left on New Albany Rd., Right on Matlack.
Cross Street: Coles Ct.

Map Grid:

Room Dimensions

LR/GR: 19 x 16 M Main BR: 21 x 17 U Library: 17 x 14 M
Dining: 18 x 16 M 2nd BR: 20 x 15 U Sitting: 16 x 14 U
Kitchen: 36 x 16 M 3rd BR: 20 x 15 U Bedroom: 16 x 13 U
Family: 24 x 18 M 4th BR: 16 x 13 U Foyer: 24 x 18 M

Inclusions:

Exclusions: Hanging Bathroom Mirrors, Swing Set.

Other Information

Rooms: 16
Bath Full: 0M 7U 1L
Bath Part: 2M 0U 0L
Model:
Builder: Maines

Tax Information

Taxes / Yr: \$37473 / 2009Blk 03803
Assessment: 1928600 Lot 00002

Association Info

Condo / HOA: N /
N

Lot Information

Acr / SF: 0.61 / 26,572
Lot Dim: 0

Land Use: Zoning: Resid
Waterfront: N

Recur Fee / Freq:

Features

Utilities: GasHeat, HotAirHeat, GasHotWater, CentralAir, PublicWater, PublicSewer
Parking: 3-CarGarage, Att/BuiltInG, InsideAccess, GarDoorOpner, Oversizedgar, 3+CarParking, DrivewayPrk
Exterior: Sidewalks, StreetLights, LawnSprinkl, IndrgrndElec, ExteriorLght, Stcco/SimExt, BrickExt, ConcreteFoun, LevelLot, OpenLot, PitchedRoof, ShingleRoof,
NoPool Bsmt: FullBasement, FinishedBsmt, BsmtDrainSys Interior: WalkUpAttic, FlooredAttic, FinshedAttic,
Three+FirePl, BrickFirePl, MarbleFirePl, LR/GRFireP, FamRoomFireP, MainBedFireP, Gas/Propane, FinishedWood,
VWVCarpeting, TileFl, StoneFl, SecuritySys, CathedralVa, 9Ft+Ceiling, CeilingFan(s), Attic/HseFan, CableTVWired,
WhirlPool/Ho, BayWindow, StallShower, WhirlpoolMnB, FulBathMnBed, DressRmMnBed, SitAreaMnBed, WalkInClstMB,
Foyer/VestEn, Den/Study/Li, Util/MudRoom, Loft, Game/MediaRm, NoModifs/Unk, UpprFlrLndry Kit: KitW/BrkfstR,
GasCooking, KitIsland, KitPantry, KitDoubleSin, KitBuiltInRa, WallOven, DoubleOven, SelfClnOven, KitCommRange,
BuiltInDishW, BuiltInRefig, Disposal Finance: ConventnalFi Cond: Average+

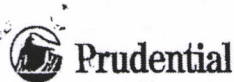
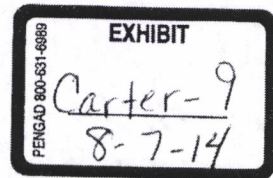
Remarks

Public: Elegance and style plus extraordinary construction by Maines in a most desired neighborhood! Over 6,500 sq. ft. of exquisite architectural appointments, arched doorways and magnificent ceilings, state of the art appliances and the finest of craftsmanship and materials. The room sized foyer is complimented by a gracious staircase open from the lower level to the finished third level. Additional features include hardwood floors, library with built-in cabinetry, fantastic kitchen with Wood-mode cabinetry and separate breakfast room, 3 fireplaces and a second staircase. The master bedroom features a sitting room, fireplace, walk-in closet & fantastic bath. There are 4 additional bedrooms, 4 baths and a laundry room on the 2nd level plus 2 bedrooms and 2 baths on the 3rd level. The lower level is finished with a game room and full bath. A truly wonderful home.....listed price is under recent appraised value! Agent: WYC-What you charge.

Brokerage Information

edgar & Son LLC BEDG01 (856) 235-0101 x209 SBr: OPr: \$1,895,000
ListAgent: Louise Carter BCARTELO (609) 841-5116 BBr: 2.5%-WYC LDt: 08/04/2009
NoListAg: Appointment Phone: (609) 841-5116 TBr: XDt: 12/31/2010
Show: Call agent for showing appointments.
Show: LAMustAccomS Poss: Negotiable
Owner: Owners of Record Disclosure: Y Agmt: ER OMD:
Sign: Y DVB: N LMD: 06/28/2010
BkInt: N LBon: 329
PrExc: N PMP: 1045
Short Sale: N

Exhibit R



Fox & Roach
REALTORS®

Proposal to Purchase

This is a preliminary document. Complete terms and conditions of the transaction shall be continued in a mutually agreeable contract for sale between the parties.

Scott and Tracy Jacobs Buyer(s) authorizes
Prudential Fox & Roach ("Broker") and Holly F. Donahue ("Licensee") to present the following proposal to purchase the premises located at:

817 Matlack Dr Moorestown, NJ 08057
Property Address City State Zip Municipality

Burlington
County

Property Identification (Lot, Block, Deed Book, Page, etc.)

Purchase Price: \$ 1,900,000

Deposit payable:

With this proposal:

\$ _____

☐ Cash ☒ Check ☐ Cashier Check

Upon signing of Agreement of Sale:

\$ 50,000

☐ Cash ☒ Check ☐ Cashier Check

Total Down Payment:

\$ 380,000

Cash Sale?

Mortgage Amount:

\$ 1,470,000

☐ Yes ☒ No

The Agreement of Sale is subject to:

☒ Buyer obtaining ☐ VA ☐ FHA ☐ Conventional Mortgage maturing in approximately 30 years with no more than _____ points. Points to be paid by Seller _____ Buyer _____ MIP financed? ☐ Yes ☐ No

OR
☐ Buyer assuming existing mortgage with an approximate balance of \$ _____ maturing in approximately _____ years at a rate of _____

Projected Settlement to be held on or before when seller's home sells. (date) at _____ (time).

Settlement will be held at Prudential, Fox & Roach, Moorestown

This Proposal to Purchase is made on the following terms and conditions:

1. **Personal Property & Fixtures.** The Property being transferred includes all fixtures permanently attached to the building(s), all shrubbery, plantings, and fencing. Also Included: _____

Specifically excluded: _____

2. **Possession & Occupancy.** Possession and Occupancy will be given to Buyer at (check one)

☒ At time of settlement or ☐ other: _____

3. **Inspections:** The following inspections shall be ordered by the Buyer:

☒ Physical Inspection

☐ Bacteriological & chemical analysis of the private well drinking water

☐ Exam of the on-site waste disposal

☒ Other: Termite

4. **Sufficient Assets.** The Buyer represents that as of the signing of this Proposal, he/she has or will have as of the date of settlement, all necessary cash assets to complete settlement. However, Buyer further represents:

☐ the purchase of this property is NOT contingent upon the sale of any other real estate or personal property

☒ the purchase of this property IS contingent upon the sale of the property located at 350 Tom Brown Rd, Moorestown in order to complete settlement.

5. Other: _____

By signing below the Seller(s) and Buyer(s) hereby acknowledge they received the Consumer Information Statement on New Jersey Real Estate Relationships from the brokerage firm(s) involved in this transaction prior to the first showing of the property.

Holly F. Donahue (name of licensee) as an authorized representative of _____ (name of firm) am working in this transaction as (choose one):

☐ Seller's Agent only

☒ Buyer's Agent only

☐ Disclosed Dual Agent

☐ Transaction Broker

Information supplied by RT Edge Realty (name of firm) has indicated that it is operating in this transaction as a (choose one):

☒ Seller's Agent only

☐ Buyer's Agent only

☐ Transaction Broker

This Proposal shall be presented to the seller's agent and is subject to approval by the seller. If this offer is not accepted by the Seller within 3 days, the offer shall be considered cancelled and deposit will be returned to the Buyer upon clearance of Buyer's funds with the Broker's banking institution.

Prudential Fox & Roach:

Branch Office: Moorestown

Address: 1 W. Main St

Moorestown, NJ

Office Telephone: 856-234-2011

Office Fax #: 856-234-3979

Agent Name: Holly Donahue

Agent MLS Public ID: _____

Buyer:

Name: Scott & Tracy Jacobs SS# _____

Signature

Name: _____ SS# _____

Signature

Date: Oct 30, 2007

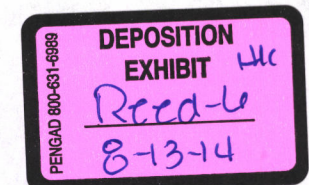


Exhibit V

SHERMAN SILVERSTEIN KOHL ROSE & PODOLSKY, P.A.

Jeffrey P. Resnick, Esquire

Leily Schoenhaus, Esquire

Fairway Corporate Center

4300 Haddonfield Road

Fairway Corporate Center - Suite 311

Pennsauken, New Jersey 08109

Telephone: (856) 662-0700

Facsimile: (856) 488-4744

Attorneys for Plaintiffs Scott and Traci Jacobs, husband and wife, and Miriam Jacobs

SCOTT JACOBS AND TRACI JACOBS,
husband and wife, and MIRIAM JACOBS

Plaintiffs,

v.

FRANK J. REED, III AND CHRISTINA A.
REED, husband and wife,

Third -Party Plaintiffs,

v.

FIRST JERSEY APPRAISAL GROUP;
ROBERT J. JONES; COMMERCE BANK,
N.A.; JOHN DOES 1-10; AND JOHN DOE
CORPORATIONS 1-10,

Third -Party Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION-BURLINGTON COUNTY

Docket No. BUR-L-1418-08

Civil Action

NOTICE OF MOTION

RECEIVED
FILED

DEPUTY CLERK
SUPERIOR COURT
BURLINGTON COUNTY
2009 MAY 11 P 1:17

To: Matthew R. McCrink, Esquire
McCrink, Kehler & McCrink
McCrink, Kehler & McCrink Law Building
475 Route 73 North
West Berlin, New Jersey 08091-2003
Attorney for Defendants/ Third-Party Plaintiffs
Frank J. Reed, III and Christina A. Reed

PLEASE TAKE NOTICE that on Friday, June 12, 2009, plaintiffs Scott and Traci
Jacobs, husband and wife, and Miriam Jacobs, by and through their undersigned attorneys,

Sherman, Silverstein, Kohl, Rose & Podolsky, P.A., will move before the Honorable Karen L. Suter, J.S.C., Burlington County Courthouse, 49 Rancocas Road, Mt. Holly, New Jersey 08060 at 9:00 AM, or as soon thereafter as counsel may be heard, for an Order granting Summary Judgment pursuant to Rule 4:46-2.

PLEASE TAKE FURTHER NOTICE that plaintiffs shall rely upon the accompanying Statement of Facts, Certification of Jeffrey P. Resnick, Esquire, Brief in Support of Motion for Summary Judgment and Exhibits.

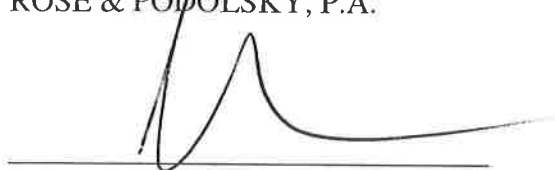
PLEASE TAKE FURTHER NOTICE that oral argument is waived unless timely opposition is served and filed.

A proposed form of Order is attached hereto.

DATE: _____

5/8/09

SHERMAN, SILVERSTEIN, KOHL,
ROSE & PODOLSKY, P.A.



Jeffrey P. Resnick, Esquire
Leily Schoenhaus, Esquire
Attorneys for Plaintiffs
Scott and Traci Jacobs, husband and wife,
and Miriam Jacobs

SHERMAN SILVERSTEIN KOHL ROSE & PODOLSKY, P.A.

Jeffrey P. Resnick, Esquire

Leily Schoenhaus, Esquire

Fairway Corporate Center

4300 Haddonfield Road

Fairway Corporate Center - Suite 311

Pennsauken, New Jersey 08109

Telephone: (856) 662-0700

Facsimile: (856) 488-4744

Attorneys for Plaintiffs Scott and Traci Jacobs, husband and wife, and Miriam Jacobs

SCOTT JACOBS AND TRACI JACOBS,
husband and wife, and MIRIAM JACOBS

Plaintiffs,

v.

FRANK J. REED, III AND CHRISTINA A.
REED, husband and wife,

Third -Party Plaintiffs,

v.

FIRST JERSEY APPRAISAL GROUP;
ROBERT J. JONES; COMMERCE BANK,
N.A.; JOHN DOES 1-10; AND JOHN DOE
CORPORATIONS 1-10,

Third -Party Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION-BURLINGTON COUNTY

Docket No. BUR-L-1418-08

Civil Action

BRIEF IN SUPPORT OF PLAINTIFFS'
MOTION FOR SUMMARY JUDGMENT

Plaintiffs Scott and Traci Jacobs, husband and wife, and Miriam Jacobs (collectively, "plaintiffs"), by and through their undersigned attorneys, hereby file the following brief in Support of the Motion for Summary Judgment for entry of judgment in plaintiffs' favor as to the affirmative claim set forth in plaintiffs' Complaint and for dismissal with prejudice of Counts 1-6 of the Counterclaim filed by defendants Frank J. Reed, III and Christina A. Reed, husband and

wife (collectively “defendants”) alleging claims of breach of contract, fraud, civil conspiracy and aiding and abetting fraud against plaintiffs.

I. INTRODUCTION

This matter arises out of a failed real estate transaction regarding real property situated at Block 3803, Lot 2, commonly referred to as 817 Matlack Drive, Moorestown, New Jersey 08057 (the “Property”). See Contract for Sale dated December 8, 2007, attached hereto as Exhibit “A.” By Contract for Sale dated December 8, 2007 (“Contract”), plaintiffs Scott and Traci Jacobs entered into a contract to purchase the Property from defendants Frank J. Reed, III and Christina A. Reed, husband and wife (“defendants”). See Exhibit “A.”

During the Attorney Review Period, a Rider to Contract for Sale (the “Rider”) dated December 18, 2007 was executed. See Rider, attached hereto as Exhibit “B.” Paragraph 1 of the Rider included Miriam Jacobs as an additional Buyer of the Property. See Exhibit “B” at ¶1. In addition, the Rider, among other things, contains the following provision:

Paragraph 42 of the Contract (Additional Contract Provisions) shall be amended and restated as follows:

B. ...Buyer's obligation to purchase the property shall be contingent upon the Lender's appraisal being equal to or greater than the Purchase Price. In the event that the Lender's appraisal is less than the Purchase Price, the Buyer shall be entitled to cancel the Contract upon written notice to the Seller and Seller's agent on or before the Mortgage Commitment Date whereupon the deposit shall be returned to Buyer and neither party shall have any further liability or obligation to the other hereunder. See Exhibit “B” at ¶7.

The Rider also provides that the “Seller’s sole and exclusive remedy in the event of Buyer’s default under the Contract, shall be to retain the deposit as complete and liquidated

damages . . .” See Exhibit “B” at ¶10. The Contract provides for a Purchase Price of \$2,040,000. See Exhibit “A” at ¶6.

Consistent with their obligations, plaintiffs tendered a \$50,000 deposit to B. T. Edgar & Son (the “Escrow Holder”) to be placed into an interest bearing escrow account. See Exhibit “A” at ¶7. Pursuant to the Contract and Rider, plaintiffs were to produce a Mortgage Commitment on or before January 7, 2008. See Exhibits “A” and “B.” The Contract further provides that “[i]n the event the mortgage commitment is not delivered . . ., this Contract shall be deemed null and void. In that event, the deposit monies paid by the Buyer, shall be returned to the Buyer unless failure to obtain the mortgage commitment is the result of the Buyer’s negligence or intentional conduct or failure to diligently pursue the mortgage application.” See Exhibit “A” at ¶9.

Plaintiffs sought to obtain a mortgage from third party defendant Commerce Bank, N.A. (the “Lender”). Plaintiffs completed a loan application and otherwise acted in accordance with the Lender’s requirements necessary to be considered for a loan. As part of the loan process, the Lender retained an appraiser for the Property. See Lender’s December 18, 2007 letter attached as Exhibit “C.” Neither plaintiffs, their real estate broker, nor their attorney knew that the appraisal was to take place until after the appraisal was conducted.

On January 4, 2008, plaintiffs’ counsel received the Statement of Credit Denial Termination or Change (“Lender’s Denial”) from the Lender’s senior loan officer advising that plaintiffs’ request for a loan was rejected. A copy of the Lender’s Denial is attached as Exhibit “D.” The Lender’s Denial set forth the following reasons for not being able to provide financing, “value or type of collateral not sufficient/unacceptable property.” See Exhibit “D.” Plaintiffs also received a copy of the Appraisal of Real Property (the “Appraisal”) prepared for the Lender

by its appraiser, third party defendant Robert J. Jones, Jr. ("Jones"), establishing the appraised value for the property at \$1,950,000, which is less than the Purchase Price. A copy of the Appraisal is attached as Exhibit "E." Receipt of the copy of the Appraisal was the first time plaintiffs or their representatives learned that an appraisal of the Property took place. Plaintiffs were further advised by their Lender that a second "Field Review" occurred, following the Appraisal, to confirm the appraised value; the Field Review was consistent with the appraised value of \$1,950,000. See Lender's Loan Comments, attached hereto as Exhibit "F."

On January 7, 2008, which is within the time permitted under the Contract to cancel the transaction, plaintiffs' counsel sent defendants' counsel a letter providing him with the Lender's Denial, together with the Lender's Appraisal, and notice of termination of the Contract. See January 7, 2008 letter, attached hereto as Exhibit "G." Plaintiffs' counsel asked for written authorization allowing the Deposit held by the Escrow Holder to be released to plaintiffs pursuant to the Contract. See Exhibit "G." Defendants refused to authorize the release of the Deposit, contending that Jones' Appraisal was "incorrect." See January 10, 2008 letter, attached hereto as Exhibit "H."

Plaintiffs again asked for a return of the Deposit explaining that any issues defendants had with the Appraisal were solely between the defendants and Mr. Jones. See January 28, 2008 and February 11, 2008 letters attached as Exhibit "I." Defendants still refused to release the Deposit monies. See February 14, 2008 letter attached as Exhibit "J." The Escrow Holder has refused to release the Deposit monies unless directed by defendants to do so.

On or about May 7, 2008, plaintiffs filed suit seeking return of the \$50,000 deposit. See Complaint, attached hereto as Exhibit "K." In response to plaintiffs' Complaint, defendants allege that plaintiffs breached the contract and conspired with Mr. Jones to cause defendants

monetary loss, among other things . See defendants' Answer, Counterclaim and Third-Party Complaint, attached hereto as Exhibit "L."

On December 1, 2008, the deposition of Mr. Jones was taken. See relevant portions of the deposition transcript of Robert J. Jones, Jr., attached hereto as Exhibit "M." Mr. Jones testified that he never had any communications with the plaintiffs or plaintiffs' representatives. See Exhibit "M." Mr. Jacobs states that he never had any communications or made any agreement, explicit or implicit, with his wife, co-plaintiff Traci Jacobs, or his mother, co-plaintiff Miriam Jacobs in connection with depriving defendants of the benefit of the sale of the real property. See Affidavit of Scott Jacobs attached hereto as Exhibit "N."

II. LEGAL STANDARD

New Jersey Court Rule 4:46-2 provides that summary judgment is to be granted when "the pleadings, depositions, answers to interrogatories and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact challenged and that the moving party is entitled to a judgment or order as a matter of law." The Supreme Court has instructed as follows: "[w]hen deciding a motion for summary judgment..., the determination whether there exists a genuine issue with respect to a material fact challenged requires the motion judge to consider whether the competent evidential materials..., when viewed in the light most favorable to the non-moving party... are sufficient to permit a rational fact finder to resolve the alleged disputed issue in favor of the non-moving party." Brill v. Guardian Life Ins. Co. of America, 142 N.J. 520, 523 (1995). The Court in Brill reasoned that "to send a case to trial, knowing that a rational jury can reach but one conclusion, is indeed worthless and will serve no useful purpose." Id. at 541 (citations omitted).

Plaintiffs now move the Court to grant summary judgment as there can be no dispute that plaintiffs acted in compliance with the duties imposed under the Contract and Rider.

III. ARGUMENT

A. Summary Judgment Should be Granted on Plaintiffs' Claim for Breach of Contract and Defendants' Counterclaim for Breach of Contract Should be Dismissed as no Issues of Fact Exist Regarding Plaintiffs' Compliance With the Contract Terms

Under New Jersey law, the terms of a contract must be given their plain and ordinary meaning. Nester v. O'Donnell, 301 N.J. Super. 198, 210 (App. Div. 1997). The Appellate Division has explained that the "judicial function when interpreting a contract is to accord the language a rational meaning in keeping with the purpose expressed." Liqui-Box Corp. v. Estate of Elkman, 238 N.J. Super. 588, 599 (App. Div. 1990). Plaintiffs terminated the Contract based upon two provisions of the Contract. First, paragraph 9 of the Contract, which allows plaintiffs to cancel the sale in the event a mortgage commitment is not obtained; and second, paragraph 7 of the Rider which provides that plaintiffs' purchase of the property is contingent upon the Lender's appraisal being equal to or greater than the Purchase Price.

First, plaintiffs properly terminated the agreement because they were denied financing. Plaintiffs applied for financing with third party defendant Commerce Bank, N.A. and were advised on January 4, 2008 that the Lender was not providing financing because the "value or type of collateral [was] not sufficient/unacceptable property." See Exhibit "D." The Appellate Division has held that proposed buyers could cancel a real estate sale contract due to inability to obtain mortgage financing, where the contract was expressly contingent upon obtaining mortgage financing and provided that either the buyers or the sellers could cancel the contract if a written mortgage commitment was not received within 30 days of the signing of the agreement. Davis v. Strazza, 380 N.J. Super. 476, 483-84 (App. Div. 2005). The Appellate Division

affirmed the trial court decision granting the buyers' motion for summary judgment because the facts established that the buyers did not breach the contract as they acted in good faith in applying for mortgage financing and, thereafter, endeavoring to comply with the condition imposed by the lender in the mortgage commitment. Id.

Defendants' Counterclaim at Counts 1 through 3 allege that the individual plaintiffs, Scott Jacobs, Traci Jacobs and Miriam Jacobs, respectively, breached the Contract for Sale by "intentionally or negligently failing to deliver a mortgage commitment by January 7, 2008" and "by failing to close by February 7, 2008." See Exhibit "L" at Counts 1-3. Defendants' argument is without merit. As stated above, pursuant to the terms of the Contract and Rider, plaintiffs were required to use best efforts to produce a Mortgage Commitment on or before January 7, 2008, or else the deal would be voided. The plaintiffs complied with every request of the Lender but, due to the appraisal obtained by the Lender, could not obtain a mortgage commitment. Thus, on this ground alone, summary judgment should be granted in favor of plaintiffs.

Even if the Lender did agree to provide a mortgage, plaintiffs had the right to cancel the agreement due to the value of the house assigned by the appraiser. To that end, the Rider contains the following provision:

7. Paragraph 42 of the Contract (Additional Contract Provisions) shall be amended and restated as follows:

B. ...Buyer's obligation to purchase the property shall be contingent upon the Lender's appraisal being equal to or greater than the Purchase Price. In the event that the Lender's appraisal is less than the Purchase Price, the Buyer shall be entitled to cancel the Contract upon written notice to the Seller and Seller's agent on or before the Mortgage Commitment Date whereupon the deposit shall be returned to Buyer and neither party shall have any further liability or obligation to the other hereunder.

See Exhibit "B" at ¶7.

On January 4, 2008, plaintiffs' counsel received a facsimile transmission from the Lender's senior loan officer providing a Statement of Credit Denial Termination or Change ("Lender's Denial") setting forth the following reasons for not being able to provide financing, "value or type of collateral not sufficient/unacceptable property." See Exhibit "D." Plaintiffs also received a copy of the Appraisal, prepared Jones, establishing the appraised value for the property at \$1,950,000, which is less than the Purchase Price. See Exhibit "E." Plaintiffs were further advised by their Lender that a second "Field Review" occurred, following the Appraisal, to confirm the appraised value; the Field Review was consistent with the appraised value of \$1,950,000. See Exhibit "F."

Plaintiffs sought to obtain a mortgage and tendered the \$50,000 deposit to the Escrow Holder and, thus, performed all their obligations under the Contract and Rider. Neither the Contract nor the Rider imposed any further duty on plaintiffs. As such, defendants cannot establish breach. In contrast, defendants are in breach of contract by failing to allow release of the deposit amount to plaintiffs. As stated above, the Contract provided that plaintiffs would be entitled to terminate the Contract of Sale in the event the Property was appraised at less than the purchase price. Thus, consistent with their entitlement under the Contract, upon receipt of the Lender's Denial and Jones' Appraisal, plaintiffs notified defendants of their intent to cancel the sale and requested a return of the Deposit. Despite the Contract's clear language providing for a return of the Deposit to the plaintiffs, defendants have wrongfully refused to authorize the release of the Deposit.

Based on the foregoing, and in light of the standard set forth in Brill, plaintiffs are entitled to judgment in their favor as to their claim for breach of contract as well as dismissal of Counts 1-3 of defendants' Counterclaim alleging breach of contract against the individual

plaintiffs as no issue of fact exists as to plaintiffs' compliance with the duties imposed under the Contract and Rider.

B. Summary Judgment Should be Granted in Plaintiffs' Favor as to Defendants' Claims For Fraud, Civil Conspiracy and Aiding and Abetting Fraud

Plaintiffs are entitled to summary judgment as to Counts 4-6 of defendants' Counterclaim, which assert claims of fraud, civil conspiracy and aiding and abetting fraud against the individual plaintiffs, Scott Jacobs, Traci Jacobs and Miriam Jacobs, respectively. See Exhibit "L" at Counts 4-6. Specifically, the facts on record, when viewed in the light most favorable to the defendants, do not support fraud, civil conspiracy and aiding and abetting fraud claims against the plaintiffs. As will be explained below, defendants have failed to establish the elements required for each claim and, as such, Counts 4-6 of defendants' Counterclaim must be dismissed.

1. Defendants Have Failed to Establish Fraud

The New Jersey Supreme Court has defined fraud as: (1) a material misrepresentation of a presently existing or past fact; (2) knowledge or belief by the proponent of its falsity; (3) an intention that the other party rely on it; (4) reasonable reliance by the other party; and (5) resulting damages. Banco Popular North America v. Gandi, 184 N.J. 161, 172-73 (2005). Punitive damages may only be awarded where the plaintiff proves, by clear and convincing evidence, the existence of actual malice or a wanton and willful disregard for the rights of another. N.J.S.A. 2A:15-5.12. Rule 4:5-8(a) provides that allegations of fraud must include "particulars of the wrong, with dates and items if necessary. . . [and] [m]alice, intent, knowledge, and other condition of mind of a person may be alleged generally."

Here, defendants allege that plaintiffs fraudulently deprived defendants of the benefit of the sale of the Property by “dismissing the errors found in the appraisal; failing to have the initial appraisal reviewed and revised; ensuring that the contract for sale would be rendered unenforceable, thereby ensuring defendants would not receive the benefit of the performance of the contract; and refusing to acknowledge the second, accurate appraisal.” See Exhibit “L.” Defendants further allege that they relied on plaintiffs’ false representations in “allowing them to be relieved of their obligations regarding the sale of the property.” See Exhibit “L.”

As an initial matter, defendants fail to identify the alleged false representations of fact made by plaintiffs and fails to comply with the heightened pleading requirements of Rule 4:5-8(a). On the contrary, plaintiffs have not made any representation of fact that was false. Rather, the facts reveal that plaintiffs acted in accordance with their obligations under the Contract and Rider; namely, they sought to obtain a mortgage and tendered the \$50,000 deposit to the Escrow Holder. When the Property was appraised at less than the purchase price, plaintiffs notified defendants of their intent to terminate the sale. Neither the Contract nor the Rider imposed any further duty on plaintiffs in connection with the mortgage contingency.

Second, there are no facts to support the allegation that plaintiffs intended to induce defendants’ reliance on any false representation. Rather, plaintiffs simply acted in accordance with the provisions of the Contract and Rider. As stated above, the Contract provided that plaintiffs would be entitled to cancel in the event the Property was appraised at less than the purchase price. The Property was appraised at less than the purchase price; thus, pursuant to the Contract, plaintiffs cancelled the sale and requested a return of the Deposit.

Finally, defendants’ request for punitive damages is unwarranted as the record is devoid of any evidence supporting the existence of actual malice or a wanton and willful disregard for

the rights of the defendants, as required under N.J.S.A. 2A:15-5.12. On the contrary, the record reveals that plaintiffs' acted in accordance with their duties and obligations under the Contract and Rider. In addition, the Rider includes a liquidated damages clause which expressly limits defendants' remedy for default to retaining the Deposit. See Exhibit "B" at ¶10. Therefore, pursuant to the language of the Rider, defendants' damages, if any, must be limited to the amount of the Deposit. As such, plaintiffs' claim of fraud and request for punitive damages must fail.

2. Defendants Have Failed to Establish Civil Conspiracy

Civil conspiracy is "a combination of two or more persons acting in concert to commit an unlawful act, or to commit a lawful act by unlawful means, the principal element of which is an agreement between the parties to inflict wrong against or injury upon another, and an overt act that results in damage." Morgan v. Union County Bd. of Chosen Freeholders, 268 N.J. Super. 337, 364 (App. Div. 1993). Liability requires an understanding of the general objectives of the scheme as well as an explicit or implicit agreement to further its objectives. Id. The essence of the claim is not the unlawful agreement, but the underlying wrong which, absent the conspiracy, would give a right of action. Id. at 365.

Here, defendants allege that the plaintiffs "engaged in a civil conspiracy to deprive defendants of the benefit of the sale of the real property" See Exhibit "L" at Counts 4-6. Defendants' claim for civil conspiracy fails for the same reasons stated with regard to the fraud claim as there is no underlying wrong. Even assuming an underlying wrong was present, there are no facts supporting the allegation that the plaintiffs entered into an agreement to commit a an unlawful act, or lawful act by unlawful means. See Exhibit "N."

Furthermore, defendants' allegation that plaintiffs conspired with third-party defendants, First Jersey Appraisal Group and Robert J. Jones, Jr., to defraud defendants out of the benefit of the Contract is likewise unsupported by the evidence. See Exhibit "L." At his deposition, Mr. Jones testified that he never had any type of communication with the plaintiffs, plaintiffs' attorney or plaintiffs' broker. Specifically, Mr. Jones testified as follows:

Q: To this date, have you ever communicated with Scott, Traci or Miriam Jacobs?

A: No, sir.

Q: Have you ever received any communications from them, whether it be oral or written?

A: No, sir.

Q: How about their broker in this . . . , have you ever had any communications with her, be it oral or written, concerning this transaction?

A: To the best of my recollection, no.

Q: How about the Jacobs' attorney in this matter, for the transaction, Edward Hovatter, have you had any conversations with him?

A: No.

Q: He is with the Law Firm Sherman, Silverstein, Kohl, Rose and Podolsky, have you ever had any discussions with anyone from that law firm concerning this transaction?

A: No, sir.

See Exhibit "M" at 100:22-101:16.

There have never been any communications between plaintiffs and Mr. Jones, let alone an agreement to inflict a wrong on the defendants. Therefore, assuming an underlying wrong exists here, absent any communication between the plaintiffs and Mr. Jones, there can be no

conspiracy. There is no basis for liability for civil conspiracy. As such, defendants' claim of civil conspiracy inevitably fails.

3. Defendants Have Failed to Establish Aiding and Abetting Fraud

The following elements are required to impose liability for aiding and abetting fraud:

(1) the party whom the defendant aids must perform a wrongful act that causes an injury; (2) the defendant must be generally aware of his role as part of an overall illegal or tortious activity at the time that he provides the assistance; (3) the defendant must knowingly and substantially assist the principal violation. State of NJ v. Qwest Communications International, Inc., 387 N.J. Super. 469, 484-85 (App. Div. 2006) (quoting Tarr v. Ciasulli, 181 N.J. 70, 84-85 (2004)).

In Qwest, the Appellate Division adopted the definition set forth in the Restatement which explains that "it is essential that the conduct of the actor be in itself tortious [and] [o]ne who innocently, rightfully and carefully does an act that has the effect of furthering tortious conduct . . . of another is not for that reason subject to liability." Id. at 484 (quoting *Restatement* §876(b)). Further, the Restatement provides that "mere common plan, design or even express agreement is not sufficient for liability in itself," and the standard requires more than mere knowledge or implementation. Id. Rather, where both parties engage in acts of tortious character in carrying it into execution, each becomes subject to liability for the acts of the other. Id.

Defendants cannot establish the fundamental requisites of aiding and abetting fraud as the facts do not support such claim. Specifically, defendants do not allege and the record is devoid of any facts that supports the contention that plaintiffs aided and advised the third-party defendants in undertaking any tortious conduct. Further, the record does not reveal any tortious conduct on the part of the plaintiffs which would give rise to a claim of aiding and abetting. Thus, defendants' claim for aiding and abetting fraud fails.

Accordingly, this Court must enter summary judgment in plaintiffs' favor and against defendants as to Counts 4-6 of defendants' Counterclaim alleging claims of fraud, civil conspiracy and aiding and abetting fraud against Scott Jacobs, Traci Jacobs and Miriam Jacobs. Alternatively, in the event the Court finds liability on the part of plaintiffs, pursuant to paragraph 10 of the Rider,¹ defendants' damages, if any, must be limited to the amount of the Deposit.

IV. CONCLUSION

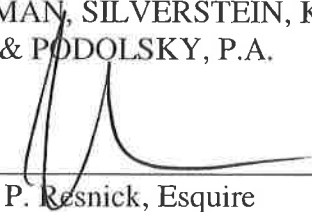
For all the foregoing reasons, plaintiffs respectfully request this Court to grant summary judgment on plaintiffs' affirmative claim and to dismiss Counts 1-6 of defendants' Counterclaim.

Respectfully submitted,

SHERMAN, SILVERSTEIN, KOHL,
ROSE & PODOLSKY, P.A.

DATE: _____

5/8/09



Jeffrey P. Resnick, Esquire
Leily Schoenhaus, Esquire
Attorneys for Plaintiffs
Scott and Traci Jacobs, husband and wife,
and Miriam Jacobs

¹ Paragraph 10 provides: "[t]he Buyer and Seller agree that if the Buyer defaults under the Contract, the Seller's damages will be difficult to determine and that the deposit represents a fair estimate of the Seller's damages. The Seller's sole and exclusive remedy in the event of Buyer's default under the Contract, shall be to retain the deposit as complete and liquidated damages for the Buyer's default hereunder." See Exhibit "B" at ¶10.

1. This matter arises out of a failed real estate transaction regarding real property situated at Block 3803, Lot 2, commonly referred to as 817 Matlack Drive, Moorestown, New Jersey 08057 (the “Property”). See Contract for Sale dated December 8, 2007, attached hereto as Exhibit “A.”

2. By Contract for Sale dated December 8, 2007 ("Contract"), plaintiffs Scott and Traci Jacobs entered into a contract to purchase the Property from defendants Frank J. Reed, III and Christina A. Reed, husband and wife ("defendants"). See Exhibit "A."
3. During the Attorney Review Period, a Rider to Contract for Sale (the "Rider") dated December 18, 2007 was executed. See Rider, attached hereto as Exhibit "B."
4. Paragraph 1 of the Rider included Miriam Jacobs as an additional Buyer of the Property. See Exhibit "B" at ¶1.
5. In addition, the Rider, among other things, contains the following provision:

Paragraph 42 of the Contract (Additional Contract Provisions) shall be amended and restated as follows:

B. ...Buyer's obligation to purchase the property shall be contingent upon the Lender's appraisal being equal to or greater than the Purchase Price. In the event that the Lender's appraisal is less than the Purchase Price, the Buyer shall be entitled to cancel the Contract upon written notice to the Seller and Seller's agent on or before the Mortgage Commitment Date whereupon the deposit shall be returned to Buyer and neither party shall have any further liability or obligation to the other hereunder.

See Exhibit "B" at ¶7.

6. The Rider also provides that the "Seller's sole and exclusive remedy in the event of Buyer's default under the Contract, shall be to retain the deposit as complete and liquidated damages" See Exhibit "B" at ¶10.
7. The Contract provides for a Purchase Price of \$2,040,000. See Exhibit "A" at ¶6.
8. Consistent with their obligations, plaintiffs tendered a \$50,000 deposit to B. T. Edgar & Son (the "Escrow Holder") to be placed into an interest bearing escrow account. See Exhibit "A" at ¶7.
9. Pursuant to the Contract and Rider, plaintiffs were to produce a Mortgage Commitment on or before January 7, 2008. See Exhibits "A" and "B."

10. The Contract further provides that “[i]n the event the mortgage commitment is not delivered . . . , this Contract shall be deemed null and void. In that event, the deposit monies paid by the Buyer, shall be returned to the Buyer unless failure to obtain the mortgage commitment is the result of the Buyer’s negligence or intentional conduct or failure to diligently pursue the mortgage application.” See Exhibit “A” at ¶9.
11. Plaintiffs sought to obtain a mortgage from third party defendant Commerce Bank, N.A. (the “Lender”).
12. Plaintiffs completed a loan application and otherwise acted in accordance with the Lender’s requirements necessary to be considered for a loan.
13. As part of the loan process, the Lender retained an appraiser for the Property. See Lender’s December 18, 2007 letter attached as Exhibit “C.”
14. Neither plaintiffs, their real estate broker, nor their attorney knew that the appraisal was to take place until after the appraisal was conducted.
15. On January 4, 2008, plaintiffs’ counsel received the Statement of Credit Denial Termination or Change (“Lender’s Denial”) from the Lender’s senior loan officer advising that plaintiffs’ request for a loan was rejected. A copy of the Lender’s Denial is attached as Exhibit “D.”
16. The Lender’s Denial set forth the following reasons for not being able to provide financing, “value or type of collateral not sufficient/unacceptable property.” See Exhibit “D.”
17. Plaintiffs also received a copy of the Appraisal of Real Property (the “Appraisal”) prepared for the Lender by its appraiser, third party defendant Robert J. Jones, Jr. (“Jones”), establishing the appraised value for the property at \$1,950,000 which is less than the Purchase Price. A copy of the Appraisal is attached as Exhibit “E.”

18. Receipt of the copy of the Appraisal was the first time plaintiffs or their representatives learned that an appraisal of the Property took place.
19. Plaintiffs were further advised by their Lender that a second "Field Review" occurred, following the Appraisal, to confirm the appraised value; the Field Review was consistent with the appraised value of \$1,950,000. See Lender's Loan Comments, attached hereto as Exhibit "F."
20. On January 7, 2008, which is within the time permitted under the Contract to cancel the transaction, plaintiffs' counsel sent defendants' counsel a letter providing him with the Lender's Denial, together with the Lender's Appraisal, and notice of termination of the Contract. See January 7, 2008 letter, attached hereto as Exhibit "G."
21. Plaintiffs' counsel asked for written authorization allowing the Deposit held by the Escrow Holder to be released to plaintiffs pursuant to the Contract. See Exhibit "G."
22. Defendants refused to authorize the release of the Deposit, contending that Jones' Appraisal was "incorrect." See January 10, 2008 letter, attached hereto as Exhibit "H."
23. Plaintiffs again asked for a return of the Deposit explaining that any issues defendants had with the Appraisal were solely between the defendants and Mr. Jones. See January 28, 2008 and February 11, 2008 letters attached as Exhibit "I."
24. Defendants still refused to release the Deposit monies. See February 14, 2008 letter attached as Exhibit "J."
25. The Escrow Holder has refused to release the Deposit monies unless directed by defendants to do so.
26. On or about May 7, 2008, plaintiffs filed suit seeking return of the \$50,000 deposit. See Complaint, attached hereto as Exhibit "K."
27. In response to plaintiffs' Complaint, defendants allege that plaintiffs breached the contract and conspired with Mr. Jones to cause defendants monetary loss, among other

things . See defendants' Answer, Counterclaim and Third-Party Complaint, attached hereto as Exhibit "L."

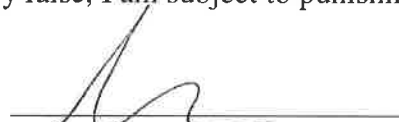
28. On December 1, 2008, the deposition of Mr. Jones was taken. See relevant portions of the deposition transcript of Robert J. Jones, Jr., attached hereto as Exhibit "M."

29. Mr. Jones testified that he never had any communications with the plaintiffs or plaintiffs' representatives. See Exhibit "M."

30. Mr. Jacobs states that he never had any communications or made any agreement, explicit or implicit, with his wife, co-plaintiff Traci Jacobs, or his mother, co-plaintiff Miriam Jacobs in connection with depriving defendants of the benefit of the sale of the real property. See Affidavit of Scott Jacobs attached hereto as Exhibit "N."

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

Dated: 5/8/09



Jeffrey P. Resnick

CERTIFICATE OF SERVICE

I, Jeffrey P. Resnick, Esquire, hereby certify that a true and correct copy of plaintiffs' Notice of Motion for Summary Judgment, Statement of Material Facts in support of plaintiffs' Motion for Summary Judgment, Brief in support of plaintiff's Motion for Summary Judgment, Certification of Jeffrey P. Resnick and Exhibits, and Proposed Order was served on the following via United States First class mail:

Matthew R. McCrink, Esquire
McCrink, Kehler & McCrink
McCrink, Kehler & McCrink Law Building
475 Route 73 North
West Berlin, New Jersey 08091-2003
Attorney for Third-Party Defendants

Steven H. Doto, Esquire
Schnader Harrison Segal & Lewis LLP
Woodland Falls Corporate Park
220 Lake Drive East, Suite 200
Cherry Hill, New Jersey 08002-1165
Attorneys for Commerce Bank

Donna Adelsberger, Esquire
Donna Adelsberger & Associates, P.C.
6 Royal Avenue
P.O. Box 530
Glenside, PA 19038-0530

Raymond R. Wittekind, Jr., Esquire
O'Connor Kimball LLP
Two Penn Center Plaza, Suite 1100
15th and J.F.K. Boulevard
Philadelphia, PA 19102

SHERMAN, SILVERSTEIN, KOHL,
ROSE & PODOLSKY, P.A.

DATE: May 8, 2009



Jeffrey P. Resnick, Esquire
Attorneys for Plaintiffs

SHERMAN SILVERSTEIN KOHL ROSE & PODOLSKY, P.A.

Jeffrey P. Resnick, Esquire

Leily Schoenhaus, Esquire

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Pennsauken, New Jersey 08109

Telephone: (856) 662-0700

Facsimile: (856) 488-4744

Attorneys for Plaintiffs Scott and Traci Jacobs, husband and wife, and Miriam Jacobs

SCOTT JACOBS AND TRACI JACOBS,
husband and wife, and MIRIAM JACOBS

Plaintiffs,

v.

FRANK J. REED, III AND CHRISTINA A.
REED, husband and wife,

Third -Party Plaintiffs,

v.

FIRST JERSEY APPRAISAL GROUP;
ROBERT J. JONES; COMMERCE BANK,
N.A.; JOHN DOES 1-10; AND JOHN DOE
CORPORATIONS 1-10,

Third -Party Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION-BURLINGTON COUNTY

Docket No. BUR-L-1418-08

Civil Action

**CERTIFICATION OF JEFFREY P. RESNICK, ESQUIRE IN SUPPORT OF
PLAINTIFFS' MOTION FOR SUMMARY JUDGMENT**

I, Jeffrey P. Resnick, of full age, hereby certify as follows:

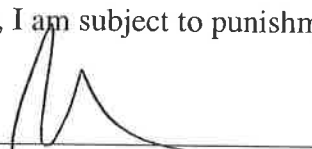
1. I am an attorney at law in the State of New Jersey in good standing and a Shareholder with the law firm of Sherman, Silverstein, Kohl, Rose & Podolsky, P.A., attorneys for plaintiffs Scott and Traci Jacobs, husband and wife, and Miriam Jacobs (collectively "plaintiffs").

2. I am familiar with the facts and circumstances in the above-referenced case by way of my representation of plaintiffs and I am authorized to make this Certification in support of plaintiffs' Motion for Summary Judgment.
3. I attest that the documents attached hereto are true and genuine.
4. Attached hereto as Exhibit "A" is a true and complete copy of the Contract for Sale dated December 8, 2007, between plaintiffs and defendants.
5. Attached hereto as Exhibit "B" is a true and complete copy of the Rider to Contract for Sale dated December 18, 2007.
6. Attached hereto as Exhibit "C" is a true and complete copy of the Lender's December 17, 2008 letter.
7. Attached hereto as Exhibit "D" is a true and complete copy of the Statement of Credit Denial Termination or Change from third party defendant Commerce Bank, N.A.
8. Attached hereto as Exhibit "E" is a true and complete copy of the Appraisal prepared for the Lender by third party defendant Robert J. Jones, Jr. ("Jones").
9. Attached hereto as Exhibit "F" is a true and complete copy of the Lender's Loan Comments.
10. Attached hereto as Exhibit "G" is a true and complete copy of plaintiffs' counsel's letter to defendants' counsel dated January 7, 2008.
11. Attached hereto as Exhibit "H" is a true and complete copy of defendants' counsel's letter to plaintiffs' counsel dated January 10, 2008.
12. Attached hereto as Exhibit "I" is a true and complete copy of plaintiffs' counsel's letters to defendants' counsel dated January 28, 2008 and February 11, 2008.

13. Attached hereto as Exhibit "J" is a true and complete copy of defendants' counsel's letter to plaintiffs' counsel dated February 14, 2008.
14. Attached hereto as Exhibit "K" is a true and complete copy of plaintiffs' Complaint.
15. Attached hereto as Exhibit "L" is a true and complete copy of the defendants' Answer, Counterclaim and Third-Party Complaint.
16. Attached hereto as Exhibit "M" is a true copy of relevant portions of the deposition transcript of Robert J. Jones, Jr.
17. Attached hereto as Exhibit "N" is a true and complete copy of the Affidavit of Scott Jacobs.

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

Dated: 5/8/09



Jeffrey P. Resnick

EXHIBIT A

Standard Form of Real Estate Sales Contract adopted by the Burlington Camden County Association of REALTORS® and recommended for use only when: (1) A Listing Agreement has been signed by Seller, and (2) the real estate being sold involves a one-to-four family residential property. This form has been certified by the Attorney General to be in compliance with the Plain Language Law. Approval of a consumer contract by the Attorney General only means that simple, understandable and easily readable language is used. It is not an approval of the contract's terms or legality.

CONTRACT FOR SALE OF A ONE-TO-FOUR FAMILY RESIDENTIAL PROPERTY

THIS IS A LEGALLY BINDING CONTRACT THAT WILL BECOME FINAL IN THREE BUSINESS DAYS. DURING THIS PERIOD YOU MAY CHOOSE TO CONSULT AN ATTORNEY WHO CAN REVIEW AND CANCEL THIS CONTRACT. SEE SECTION ON ATTORNEY REVIEW FOR DETAILS.

THIS CONTRACT FOR SALE has been prepared on the 8th day of December, 2007.

BETWEEN Frank J. Reed 3rd & Christina A. Reed the Seller(s)

Whose address is 817 Matlack Drive, Moorestown, NJ 08057

and Scott Jacobs and Traci Jacobs the Buyer(s)

Whose address is 350 Tom Brown Road, Moorestown, NJ 08057

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1. ATTORNEY REVIEW:

A. Study by Attorney:

The Buyer or Seller may choose to have an attorney study this Contract. If an attorney is consulted, the attorney must complete his or her Review of the Contracts within a three-day period. This Contract will be legally binding at the end of this three-day period unless an attorney for the Buyer or the Seller reviews and disapproves of this Contract.

B. Counting the Time:

You count the three days from the date of delivery of the signed Contract to the Buyer and Seller. You do not count Saturdays, Sundays or legal holidays. The Buyer and the Seller may agree in writing to extend the three-day period for attorney review.

C. Notice of Disapproval:

If an attorney for the Buyer or the Seller reviews and disapproves of the Contract, the attorney must notify the REALTOR(S)® and the other party named in this Contract within the three-day period. Otherwise, this Contract will be legally binding as written. The attorney must send notice of disapproval to the REALTOR(S)® by certified mail, by telegram or by delivering it personally. The telegram or certified letter will be effective upon sending. The personal delivery will be effective upon delivery to the REALTOR(S)® office. The attorney may also, but need not, inform the REALTOR(S)® of any suggested revision(s) in the Contract that would make it satisfactory.

2. COMMENCEMENT OF ATTORNEY REVIEW:

The parties acknowledge by their initials the date of delivery of this Contract signed by both Buyer and Seller to be as follows:

INITIALS AS TO BUYER [Signature]
DATE 12/10/07

INITIALS AS TO SELLER [Signature]
DATE 12/09/07

3. NOTICES AND FAX TRANSMISSIONS.

A. Notices:

All notices required in this Contract must be in writing. All notices shall be by certified mail, by telegram, by personal delivery, or by facsimile transmission (fax). The telegram, certified letter or facsimile transmission will be effective upon sending. The personal delivery will be effective upon delivery to the other party. Each party must accept the certified mail, telegram or facsimile transmission sent by the other party. Notices to the Seller shall be addressed as indicated on Line 18 of this Contract. Notices to the Buyer shall be addressed as indicated on Line 22 of this Contract. Notices to the Realtors® shall be addressed to the addresses as indicated in Paragraph 33 of this Contract. Notwithstanding the above, this notice provision shall not apply to Paragraph 1, entitled "Attorney Review," which has its own methods of notice that must be strictly adhered to.

B. Contract, Counter Offer, Addendum, Amendment:

The facsimile transmission (fax) of a signed copy of this Contract, any counter offer, addendum or amendment to the other party or their agent, followed by faxed acknowledgment of receipt, shall constitute delivery of the signed document. The Seller and Buyer agree to confirm the faxed transmission by mailing or personally delivering a clear copy with original signatures to the other party or their agent.

3 of 6

NOTICE

To Buyer and Seller:

Read This Notice Before Signing the Contract

The Law requires real estate brokers to give you the following information before you sign this contract. It requires us to tell you that you must read all of it before you sign. The purpose is to help you in this purchase or sale.

1. As a real estate broker, I represent:

- ☒ The Seller, not the Buyer
☒ The Buyer, not the Seller
☐ Both the Seller and the Buyer
☐ Neither the Seller nor Buyer.

B.T. Edgar & Son

Prudential Fox & Roach

The title company does not represent either the Seller or Buyer.

2. You will not get any legal advice unless you have your own lawyer. Neither I nor anyone from the title company can give legal advice to either the buyer or the seller. If you do not hire a lawyer, no one will represent you in legal matters now or at the closing. Neither I nor the title company will represent you in those matters.
3. The contract is the most important part of the transaction. It determines your rights, risks, and obligations. Signing the contract is a big step. A lawyer would review the contract, help you to understand it, and negotiate its terms.
4. The contract becomes final and binding unless your lawyer cancels it within the following three business days. If you do not have a lawyer, you cannot change or cancel the contract unless the other party agrees. Neither can the real estate broker nor the title insurance company change the contract.
5. Another important service of a lawyer is to order a survey, title report, or other important reports. The lawyer will review them and help to resolve any questions that may arise about the ownership and condition of the property. These reports and survey can cost you a lot of money. A lawyer will also prepare the documents needed to close title and represent you at the closing.
6. A Buyer without a lawyer runs special risks. Only a lawyer can advise a Buyer about what to do if problems arise concerning the purchase of the property. The problems may be about the Seller's title, the size and shape of the property, or other matters that may affect the value of the property. If either the broker or the title company knows about the problems, they should tell you. But they may not recognize the problem, see it from your point of view, or know what to do. Ordinarily, the broker and the title company have an interest in seeing that the sale is completed, because only then do they usually receive their commissions. So their interests may differ from yours.
7. Whether you retain a lawyer is up to you. It is your decision. The purpose of this notice is to make sure that you have the information needed to make your decision.

SELLER

DATE

SELLER

DATE

Listing Broker
(Licensee)

DATE

BUYER

DATE

BUYER

DATE

Selling Broker
(Licensee)

DATE

88
89 **4. SALE, PURCHASE and PROPERTY.**
90

91 The Seller agrees to sell and Buyer agrees to buy under the terms of this Contract:
92

93 (a) All that land, building(s) and improvements in the Municipality of Moorestown, County of Burlington,
94 and State of New Jersey, being commonly known as 817 Matlack Drive identified on
95 the Municipal Tax Map as Block 03803, Lot(s) No(s) 00002.
96 A description of the boundaries of the land is either attached as Schedule "A" or appears in Deed Book _____ at
97 page _____, recorded in the Clerk or Register of Deed's Office of Burlington County.
98 (b) All other rights of the Seller in the land.

99 **5. PERSONAL PROPERTY and FIXTURES.**

100 The property being transferred includes all fixtures permanently attached to the building(s), all shrubbery, plantings and fencing.
101 Also included:
102 All permanently attached fixtures, wall / wall carpeting, sub zero refrigerator, all window treatments.
103
104
105
106
107

108 Specifically excluded:
109 Swing set, and bathroom hanging mirror.
110
111
112

113
114 **6. PURCHASE PRICE/MANNER OF PAYMENT.**

115 The purchase price is Two Million Forty Thousand Dollars \$ 2,040,000
116 Payable as follows:

117 (1) Deposit paid upon signing of the Contract \$ 50,000
118 (2) Additional deposit to be paid on or before \$ 0
119 (3) At settlement, by certified or cashier's check and/or mortgage company check \$ 1,990,000.
120 In the event of assumption of existing first mortgage or by Seller taking back Buyers' mortgage
121 note and mortgage. See Additional Contract Provisions
122

123 PURCHASE PRICE \$ 2,040,000.
124

125
126 **7. DEPOSIT MONIES.**

127 All deposit payments made by the Buyer on account of the purchase price shall be held in a ☐ non-interest bearing ☒ interest
128 bearing (W-9 to be supplied to Escrow Holder with deposit) Trust Account of B.T. Edgar & Son who
129 is called the Escrow Holder and shall be applied on account of the purchase price upon compliance by the Buyer with this
130 Contract. In the event the W-9 form is not returned or returned incomplete or unsigned, the down payment monies shall be placed
131 in a Non-interest bearing trust account of the Escrow Holder.
132

133 **8. SUFFICIENT ASSETS.**

134 Buyer represents that as of the signing of this Contract, Buyer has or will have as of the date of settlement, all necessary cash
135 assets, together with the mortgage loan proceeds, to complete settlement. Should the Buyer not have sufficient cash assets at the
136 time of settlement, Buyer will be in breach of Contract and Seller shall be entitled to any remedies as provided by law.

137 Buyer further represents:

138 ☒ the purchase of this property is NOT contingent upon the sale of any other real estate or personal property.
139 ☐ in order to complete settlement, Buyer will require the proceeds from the sale of property located at
140 _____, which is currently under Contract. A copy of such Contract of Sale
141 shall be delivered to Seller, or Seller's agent, at the time of signing of this Contract.
142 ☐ in order to complete settlement, Buyer will require the proceeds from the sale of property located
143 at _____, which is NOT currently under Contract.
144 A right of first refusal provision is attached and made a part of this Contract of Sale.

145
146 Seller represents that as of the date of settlement, Seller will have sufficient assets, including, but not limited to, the equity in the
147 property, to satisfy all liens, encumbrances and costs to complete settlement.
148

149 **9. MORTGAGE CONTINGENCY, PLACEMENT FEE (POINTS), COMMITMENT DATE:**

150 If payment of the purchase price requires a mortgage loan other than by the Seller or other than assumption of Seller's
151 mortgage, the Buyer shall apply for the loan in writing on lender's standard form within seven (7) days after the expiration of
152 the Attorney Review period (Paragraph 1) and use their best efforts to obtain it. The Buyer shall supply all necessary
153 information and fees required by the proposed lender and shall authorize the lender to communicate with the real estate
154 broker(s) and involved attorney(s). The Buyer shall obtain a written commitment from an established mortgage lender to make
155 a loan on the property under the following terms.
156

157 Principal Amount: \$ 1,632,000.00 Type of Mortgage: () VA () FHA ☒ Conventional () Other.

158 Term of Mortgage: 30 years, with monthly payments based on a 30 year payment schedule.

159 If VA guaranteed or FHA insured, minimum amount of appraisal required: \$ N/A. See FHA/VA
160 AMENDATORY CLAUSE attached to and made part of this contract.

161 At settlement, Seller shall also pay \$ 50,000.00 to be applied toward Buyer's escrow items, closing costs, and/or points.
162 This amount shall not exceed the maximum credit permitted by Buyer's Mortgage Lender. Each "point" being 1% of Buyer's
163 mortgage loan.
164

165
166 The written mortgage commitment must be delivered to the Seller's agent who is the Listing Broker identified in Paragraph 33
167 no later than the 7 day of January, 20 08. Should Buyer require additional time to obtain the written
168 mortgage commitment, the commitment date shall automatically be extended for a period not to exceed _____ days. If such

extension shall cause the commitment date to extend beyond the settlement date specified in paragraph 14 then the settlement date shall be extended for _____ days after the revised commitment date. In the event the mortgage commitment is not delivered by the specified date, or any extended date permitted by the Seller, this Contract shall be deemed null and void. In that event, the deposit monies paid by the Buyer, shall be returned to the Buyer unless failure to obtain the mortgage commitment is the result of the Buyer's negligence or intentional conduct or failure to diligently pursue the mortgage application.

10. INSPECTION BY LENDERS, SURVEYORS: CERTIFICATIONS & REPAIRS.

Seller agrees to permit inspections of the property by authorized appraisers, inspectors and surveyors that may be requested by Buyer and/or Buyer's mortgage lender.

All mandatory certifications required by the Buyer's mortgage lender shall be paid for by the Buyer, except as otherwise provided in this Contract.

All mandatory repairs required by the Buyer's mortgage lender, or as a condition of those certifications, shall be accomplished before settlement at the Seller's expense, except as otherwise noted in this Contract. If the total cost of those repairs is more than \$ 200.00 , this Contract may be declared null and void at the option of the Seller and all deposit monies paid by the Buyer toward the purchase price shall be refunded to the Buyer, without further liability to the Seller, or the Buyer may elect to make the repairs in excess of \$ 200.00 at the Buyer's expense and in that event, this contract shall remain in full force and effect.

11. FLOOD AREAS.

The federal and state governments have designated certain areas as flood areas. If the property is located in a flood area, the use of the property may be limited. The Seller is not aware that the property is in a flood area; however, this does not ensure that your lender may not require flood insurance. If Buyer's inquiry reveals that the property is in a flood area, the Buyer may cancel this Contract within ten (10) business days after the expiration of the Attorney Review Period. If the mortgage lender requires "flood insurance" then the Buyer shall be responsible for obtaining such insurance on the property.

12. POSSESSION, OCCUPANCY and TENANCIES.

Possession and occupancy will be given to Buyer at time of settlement. However, if the property is to be tenant occupied as of the date of settlement, see TENANCY ADDENDUM and leases attached and made a part of this contract.

13. DATES AND TIME FOR PERFORMANCE.

The Seller and the Buyer agree that all dates and times for performance of this Contract are OF THE ESSENCE. This means that the Seller and Buyer must perform what is required of them within the time limits set by this Contract, or be in default, except as provided in this Contract.

14. SETTLEMENT TIME and PLACE.

Settlement is the meeting at which time the Seller transfers ownership of the property by Deed to the Buyer and the Buyer pays the Seller the remainder of the purchase price. Settlement shall take place at Infinity Title Co. - 33 E. Main St., Moorestown, NJ or at such place as may be required by the mortgage lender on the 7th day of February, 2008 at 4:00 o'clock P.M. The date, but not the hour, shall be of the essence. Where there is a designated title insurance company, the proceeds check will be issued by it or by its authorized agent.

15. SETTLEMENT COSTS and MONEY ADJUSTMENTS.

Seller shall pay for the preparation of the Deed, realty transfer fee, lien discharge fees, if any, and one-half of the title company charges for disbursements and attendance allowed by the Commissioner of Insurance; but all searches, title insurance premium and other conveyancing expenses are to be paid for by the Buyer, unless the Seller and the Buyer provide differently in writing.

Seller and Buyer shall make prorated adjustments at settlement for items which have been paid by Seller or are due from Seller such as taxes, water and sewer charges which could be claims against the property, rental and security deposits, association and condominium dues, and fuel in Seller's tank. Adjustments of fuel shall be based upon physical inventory and pricing by the Seller's supplier; such determination shall be conclusive.

If Buyer is assuming Seller's mortgage loan, Buyer shall credit Seller for all monies such as taxes and insurance premiums paid in advance or on deposit with Seller's mortgage lender. Buyer shall receive a credit for monies which the Seller owes to Seller's Mortgage lender, such as current interest or a deficit in the mortgage escrow account. There shall be no adjustment on any Homestead Rebate due or to become due.

16. DEED and OTHER DOCUMENTS REQUIRED FOR SETTLEMENT.

A Deed is a written document used to transfer ownership of property. Seller agrees to provide and the Buyer agrees to accept a Bargain and Sale Deed with Covenants against Grantor's (Seller's) acts. This means that the Seller has done nothing to encumber the title while being the owner. If the Seller is a corporation, it will also deliver a corporate resolution authorizing the sale. The Seller shall give to the Buyer and/or title company an Affidavit of Title and executed IRS 1099S form for reporting the sale. An Affidavit of Title is a sworn statement which contains information clarifying the Seller's ownership of the property, such as marital status, right of tenants, claims on record against people having similar name as Seller.

Seller(s) state they are, are not, foreign persons or non-resident aliens for the purpose of U.S. income taxation and will, if required, provide a certificate of non-foreign status at, or before, settlement as to each Seller.

17. CERTIFICATE OF OCCUPANCY AND ZONING COMPLIANCE.

Seller makes no representation concerning existing zoning ordinances except that Seller's use of the property is not presently in violation of any zoning ordinances and its present use as a single family dwelling may be continued.

Some municipalities may require a Certificate of Occupancy or Housing Code Letter to be issued. If any is required for this property, Seller shall obtain it at Seller's expense and shall be responsible to make and pay for any repairs required in order to obtain the Certificate or Letter. However, if this expense should exceed \$ 300.00 to the Seller, then the Seller may terminate this contract and refund to the Buyer all deposit monies plus Buyer's reasonable expenses, if any, in preparing to make settlement. The Buyer may elect to make repairs in excess of \$ 300.00 at the Buyer's expense. In addition, Seller shall comply with the New Jersey State Law, and local ordinances, including but

not limited to smoke detectors, carbon monoxide detectors and indoor sprinklers, the cost of which shall not be considered as a repair cost.

18. CONDOMINIUM/HOMEOWNERS ASSOCIATION DOCUMENTS.

If the property is a condominium, or is subject to a homeowners' association, Seller shall prior to or at the time of the signing of this Contract, provide Buyer with a copy of the current rules, regulations and by-laws of the condominium, and/or homeowners' association. The name(s), address(s) and telephone number(s) of the Association(s) is/are:
N/A

Seller, if required, shall provide Buyer with written approval by the condominium or homeowners' association for Buyer's purchase of the property. Prior to settlement, Seller shall provide a "Status of Account" letter and Certificate of Insurance for the Association.
Seller represents that the current annual association fee is \$N/A. Buyer acknowledges that associations commonly require a one-time non-refundable capital contribution or start-up fees.

19. QUALITY and INSURABILITY OF TITLE.

The title to be transferred shall be a marketable title and insurable at regular rates by a reputable title insurance company authorized to do business in the State of New Jersey.
The title shall be free and clear of all encumbrances including municipal liens and assessments and liabilities for future assessments for improvements constructed and completed; however, title shall be subject to liabilities for assessments for municipal improvements not completed on the date of this Contract. Seller represents that Seller ☐ has ☒ has not been notified of any such assessments. All liens and encumbrances shall be satisfied at or before time of settlement. The title shall be subject to all existing utility easements and restrictions of record, provided such easement or restriction does not unreasonably limit the use of the property. Generally, an easement is a right of a person, other than the owner, of the property to use a portion of the property for a special purpose. A restriction is a recorded limitation on the use of the property. A violation of any restriction shall not be a reason for Buyer refusing to complete settlement as long as the Title Company insures the Buyer against actual loss at regular rates.
The Seller states, to the best of the Seller's knowledge, that there are no restrictions in any conveyance or plans of record that will prohibit use and/or occupancy of the property as a single family residential dwelling.
The Seller states that all buildings and other improvements on the property are within its boundary lines. Also, that no improvements on adjoining properties extend across the boundary lines of this property. In the event the Seller is unable to transfer the quality of title required and if the Buyer is unwilling to accept Seller's title without a reduction of the purchase price, the monies paid by Buyer toward the purchase price shall be returned to the Buyer, together with expenses of examining the title, making survey, mortgage application fees and Buyer's other reasonable expense in preparing for settlement without further liability to the Seller.

20. CONDITION OF PROPERTY.

The land and buildings shall be transferred in the same condition as they now appear, reasonable wear and tear excepted. This means that the property is being sold in its present conditions unless otherwise warranted hereinafter. In addition, Seller shall leave the property free of debris and in broom-clean condition.

21. SELLER'S WARRANTIES AND PRE-SETTLEMENT INSPECTION.

A warranty is a promise. Seller warrants that the plumbing, electrical and heating systems together with all equipment servicing those systems, the central air-conditioning, if existing, and all appliances, at time of settlement, are in good operating condition. Buyer shall have the right to inspect the property immediately prior to settlement to ensure that these items are in working order, also that the conditions of the property are as agreed.
Seller shall have all utilities in service during the 48-hour period immediately preceding settlement.

22. SELLER'S REPRESENTATION. (Check appropriate box)

Seller represents that the property is serviced by: ☒ public ☐ private waste disposal. If private waste disposal, see attached **PRIVATE WASTE DISPOSAL ADDENDUM**.

Seller represents that the property is serviced by ☒ public ☐ private drinking water source. If private drinking water source, see attached **WELL DRINKING WATER TEST ADDENDUM**.

Seller represents that to the best of Seller's knowledge there ☒ is/are no underground fuel tank(s), ☐ is/are underground fuel tank(s) on the property, ☐ was/were underground fuel tank(s) which was/were properly removed, ☐ is/are underground fuel tank(s) which was/were properly abandoned in place pursuant to the rules and regulations of NJDEP. If an underground fuel tank(s) is present see attached **UNDERGROUND FUEL TANK ADDENDUM**.

23. HOME INSPECTION and REPORTS.

Although the premises is being purchased in its present condition, it is recommended that the Buyer obtain an inspection. The Seller will make the property available to the Buyer's qualified inspectors for the purpose of inspecting the property at Buyer's expense to assure that:

- A. The heating, air-conditioning, plumbing and electrical systems are in good operating condition.
- B. The foundation and structure of the building(s) and garage(s) are sound and that there is no water intrusion into the premises;
- C. The roof and flashings do not leak and are structurally sound;
- D. The doors and windows (including seals), fireplaces and chimneys are in good operating condition;
- E. There are no adverse environmental conditions affecting the property, such as the presence of toxic mold, radon gas of 4.0 pCi/l or greater, air-borne asbestos fibers, toxic chemicals or other pollutants in the soil, air or water.

These inspections are to be performed within 10 business days from the expiration of the Attorney Review Period. If the reports disclose defects in the items mentioned above, Buyer shall supply to Seller or Seller's agent within that 10 day period, those portions of the reports describing said defects, together with a list of requested repairs. The Seller shall then have 5 business days to respond in writing to the Buyer or Buyer's agent. If the Seller does not respond within 5 business days, or if the Seller refuses to make the requested repairs at Seller's expense, then the Buyer may cancel this Contract by giving written notice to the Seller or Seller's agent within 3 business days thereafter. In that event, all deposit monies shall be returned to Buyer and neither party shall have any further obligation to the other.

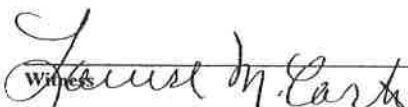
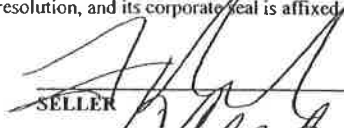
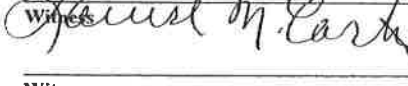



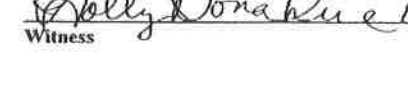

- 330 If Buyer does not obtain and deliver these inspection reports within that 10-day period, Buyer's rights under this
331 paragraph shall be deemed waived and this Contract shall remain binding. The time for delivery of these reports is
332 of the essence.
- 333 "Qualified inspector" is defined as someone who is licensed or certified by a governmental authority having jurisdiction
334 for such purposes. Where licensure or certification is not required by law for any such inspector, the term "qualified
335 inspector" shall mean persons who are regularly engaged in the business of inspecting residential properties for a fee
336 and who generally maintain good reputations for skill and integrity in their areas of expertise.
- 337 The fact that a structural element, system or subsystem is near, at or beyond the end of the normal useful life of such a
338 structural element, system or subsystem is not by itself a material defect.
- 339 Maintenance and cosmetic items that are included in inspection reports are for the Buyer's information only and are not
340 covered by the provisions of this paragraph.
- 341 Should Buyer's inspection fail to reveal existing defects in the property, Buyer's sole and exclusive remedy shall be
342 against the inspectors providing such services.
- 343 Attached is a Seller's disclosure statement to Buyer regarding the property (Check appropriate box)
- 344 ☐ Yes
- 345 ☒ No
- 346
- 347 **24. INFESTATION and/or DAMAGE by WOOD BORING INSECTS.**
- 348 The Buyer is permitted to have the accessible areas of the building and detached garage(s) inspected by a reputable
349 exterminating company of Buyer's choice to determine if there is any damage caused or infestation by termites or other
350 wood destroying insects. The Buyer will pay for this inspection. The inspection report shall be furnished to the Seller
351 or Seller's agent no later than 10 days prior to settlement. If infestation or damage is found, the Seller, at the
352 Seller's expenses, shall have the infestation treated and have repaired or replaced any wood which is deemed to be
353 unserviceable in the opinion of a professional engineer or building contractor. Treatment and/or repairs are to be
354 completed before settlement. If the estimate for the treatment and/or repairs exceeds \$1,500.00, Seller, at
355 Seller's option, may cancel this Contract. If Seller elects to cancel this Contract, all deposit monies plus the Buyer's
356 reasonable expenses, if any, in preparing to make settlement shall be refunded to the Buyer. The Buyer may agree to
357 accept the premises without the treatment and/or repairs in which case the Seller shall allow a credit of up to
358 \$1,500.00 against the purchase price at time of settlement. The failure of the Buyer to furnish the inspection
359 report to the Seller or Seller's agent within the time provided will constitute a waiver by the Buyer or Buyer's rights
360 under this clause.
- 361
- 362 **25. RADON INFORMATION. (Check one)**
- 363 ☐ Seller has obtained a radon test. The results of the test are being provided to the Buyer.
- 364 ☒ Seller represents that Seller is unaware of any such tests having been made.
- 365
- 366 **26. LEAD-BASED PAINT DOCUMENT ACKNOWLEDGMENT (applies to dwellings built before 1978)**
- 367 Buyer acknowledges receipt of the EPA pamphlet entitled "Protect Your Family From Lead in Your Home". Moreover,
368 a copy of a document entitled DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT LEAD-BASED
369 PAINT AND LEAD-BASED PAINT HAZARDS has been fully completed and signed by Buyer, Seller and
370 Broker(s) and is attached and made part of this Contract.
- 371
- 372 **27. LEAD-BASED PAINT and/or LEAD-BASED PAINT HAZARD CONTINGENCY CLAUSE.**
- 373 This paragraph is applicable to all dwellings built prior to 1978. Unless the Buyer and Seller agree to a longer or shorter
374 period, Buyer has a ten (10) business day period within which to complete an inspection and/or risk assessment (the
375 "Inspection") of the Property by a certified inspector/risk assessor for the presence of lead-based paint hazards. The
376 Inspection shall be ordered and obtained by the Buyer at the Buyer's expense, within ten (10) business days from the
377 expiration of the Attorney Review Period. If the Inspection indicates that no lead-based paint or lead-based paint hazard
378 is present at the Property, this contingency clause shall be deemed to be null and void. If the Inspection indicates that
379 lead-based paint or lead-based paint hazard is present at the Property, this contingency clause will terminate at the time
380 set forth above unless within five business days of receiving the inspection results, the Buyer delivers a copy of the
381 inspection and/or risk assessment report to the Seller and Broker(s) and (a) advises Seller and Broker(s), in writing that
382 Buyer is voiding this Contract; or (b) delivers to Seller and Broker(s) a written amendment (the "Amendment") to this
383 Contract listing the specific existing deficiencies and corrections required by the Buyer. The Amendment shall provide
384 that the Seller agrees to (a) correct the deficiencies; and (b) furnish the Buyers with a certification from a certified
385 inspector/risk assessor that the deficiencies have been corrected, before the date of settlement. The Seller shall have
386 5 days after receipt of The Amendment to sign and return it to Buyer or send a written counter-proposal to Buyer. If
387 Seller does not sign and return the amendment or fails to offer a counter-proposal, this Contract shall be null and void
388 and all deposit monies paid by Buyer toward the purchase price shall be refunded to the Buyer, without further liability
389 to the Seller. In the event Seller offers a counter-proposal, Buyer shall have 5 days after receipt of the counter-
390 proposal to accept it. If the Buyer fails to accept the counter-proposal within the time limit provided, this Agreement
391 shall be null and void and all deposit monies paid by Buyer toward the purchase price shall be refunded to the Buyer,
392 without further liability to the Seller.
- 393
- 394 **28. NOTICE OF OFF-SITE CONDITIONS. (This statement is required by the New Jersey Real Estate Commission for**
395 **Residential Resale Properties).**
- 396 Pursuant to the New Residential Construction Off-Site Conditions Disclosure Act, P.L. 1995, c.253 the clerks of
397 municipalities in New Jersey maintain lists of off-site conditions which may affect the value of residential properties in
398 the vicinity of the off-site condition. Purchasers may examine the lists and are encouraged to independently investigate
399 the area surrounding this property in order to become familiar with any off-site conditions that may affect the value of
400 the property. In cases where a property is located near the border of a municipality, purchasers may wish to also
401 examine the list maintained by the neighboring municipality. If new construction, see attached NOTIFICATION
402 REGARDING OFF-SITE CONDITIONS ADDENDUM.
- 403
- 404 **29. AIRPORT SAFETY ZONE. (Check applicable box)**
- 405 Seller represents that the property identified in Paragraph 1 of this Contract ☐ is ☒ is not located in an AIRPORT
406 SAFETY ZONE as defined by the New Jersey Air Safety and Zoning Act of 1983, amended by L1991C445.

- 407 30. **MEGAN'S LAW STATEMENT.** (This statement is required by the New Jersey Real Estate Commission.)
408 Under New Jersey Law, the county prosecutor determines whether and how to provide notice of the presence of
409 convicted sex offenders in the area. In their professional capacity, real estate licensees are not entitled to notification by
410 the county prosecutor under Megan's Law and are unable to obtain such information for you. Upon settlement, the
411 county prosecutor may be contacted for such further information as may be disclosable to you.
412
- 413 31. **DISPUTE BETWEEN SELLER AND BUYER OVER DEPOSIT.**
414 The Escrow Holder is not required to resolve any dispute which might arise between the Seller and Buyer concerning
415 deposit payments in the Trust Account. The Escrow Holder will require from both the Seller and Buyer their written
416 permission to pay out the deposit payment from the Trust Account. If the dispute is not resolved, the Escrow Holder
417 will retain the deposit money until the Buyer and/or Seller receive an order from the Court regarding distribution.
418
- 419 32. **FAILURE OF BUYER OR SELLER TO SETTLE: BROKER'S RIGHT TO BROKERAGE FEE:**
420 In the event the Seller or Buyer fails to settle in accordance with this Contract, either may commence any legal or
421 equitable action against the other as may be permitted by law. If Seller breaches this Contract, Seller will nevertheless
422 be liable to the Broker for a brokerage fee as otherwise set forth in the Listing Agreement Contract. If Buyer breaches
423 this Contract, Buyer will nevertheless be liable to the Broker for damages as determined by the Court, which may be
424 equivalent to the brokerage fee in this Contract.
425
- 426 33. **BROKERAGE FEE: LIEN ON PROCEEDS.**
427 The Seller agrees to pay the named real estate broker(s) for services rendered in procuring this sale.
428 This fee is payable as follows:
429
430 B.T. Edgar & Son Ph#: (856) 235 0101 As stated in Listing Agreement
431 Listing Broker Brokerage Fee 2% of sales pr.
432 27 E. Main Street, Moorestown, NJ 08057 Fax: (856) 722 9190
433 Address and Telephone Number
434
435 Prudential Fox & Roach Ph# (856) 234 0011 As stated in MLS
436 Selling Broker Brokerage Fee 2% of sales pr.
437 1 W. Main Street, Moorestown, NJ 08057 Fax: (856) 234 3979
438 Address and Telephone Number
439
440 The brokerage fee shall be due and payable at the time of actual settlement and all purchase money consideration has
441 been received by the Seller. The Seller agrees and acknowledges that the dollar amount of the brokerage fee shall be a
442 lien (a legal claim) on the purchase money proceeds derived from the sale of the subject property. The Seller, by this
443 Contract, authorizes and directs the Buyer's attorney, or the title insurance company, whichever is the case, to pay to the
444 broker(s) the full brokerage fee out of the proceeds of sale, prior to the payment of any funds to the Seller. The
445 brokerage fee bill, duly receipted by the broker or broker's agent, or the closing attorney's or title insurance company's
446 check in payment of such brokerage fee, shall be deemed a release and discharge of this lien.
- 447 34. **SELLER NOT LIABLE TO BUYER AFTER SETTLEMENT.**
448 All warranties, guarantees, representations of Seller concerning the property, the systems servicing the property, the
449 appliances, lot lines, location of structures, driveways, fences and any other matter affecting this Contract, unless
450 otherwise set forth in writing shall be absolutely void after settlement or delivery and acceptance of possession
451 or occupancy, whichever is earlier. Buyer acknowledges they have the right to purchase a home warranty.
452
- 453 35. **RISK OF LOSS.**
454 The risk of loss or damage to the property by fire or otherwise, except ordinary wear and tear, is the responsibility of the
455 Seller until settlement.
456
- 457 36. **NO RELIANCE ON OTHERS.**
458 This Contract is entered into by the Seller and Buyer based upon their full understanding of the meaning of all the
459 provisions of this Contract, and upon the knowledge of the parties as to the value of the land and whatever buildings are
460 upon same, and not on any representations made by either of them to the other, or by the real estate broker(s) involved.
461 The Broker(s) named in this Contract, their personnel and associates are not to be held liable either to Seller or Buyer
462 for the performance or non-performance of any of the terms of this Contract. Seller and Buyer agree that they are
463 entering into this Contract without any reliance upon any representations or statements which may have been made by
464 personnel or associates of the realty firm(s).
465
- 466 37. **CONSUMER INFORMATION STATEMENT ACKNOWLEDGMENT.**
467 By signing below the Seller(s) and Buyer(s) acknowledge they received the Consumer Information Statement on New Jersey
468 Real Estate Relationships from the brokerage firms involved in this transactions prior to the first showing of the property.
469
- 470 38. **DECLARATION OF LICENSEE BUSINESS RELATIONSHIP(S).**
471 B.T. Edgar & Son (name of firm) AND
472 Louise Marsh Carter (name(s) of licensee(s))
473
474 AS ITS AUTHORIZED REPRESENTATIVE(S), ARE WORKING IN THIS TRANSACTION AS (choose one):
475 ☒ SELLER'S AGENT(S) ☐ BUYER'S AGENTS(S)
476 ☐ DISCLOSED DUAL AGENT(S) ☐ TRANSACTION BROKER(S)
477
478 INFORMATION SUPPLIED BY Prudential Fox & Roach (name of firm) AND
479 Holly Donahue (name(s) of licensee(s))
480
481 INDICATED THAT IT IS OPERATING IN THIS TRANSACTION AS A (choose one):
482 ☐ SELLER'S AGENT(S) ☒ BUYER'S AGENT
483 ☐ DISCLOSED DUAL AGENT(S) ☐ TRANSACTION BROKER

- 484 39. **NO ASSIGNMENT OR RECORDING.**
485 This Contract shall not be assigned. This means that neither the Buyer nor the Seller may transfer the rights under this
486 Contract to anyone else. Neither this Contract nor a memorandum of it shall be recorded in the County Recording
487 Office.
488
489 40. **ENTIRE CONTRACT, NO ORAL REPRESENTATIONS.**
490 This contract is the entire and only Contract between Buyer and Seller and cancels and replaces any previous
491 agreements between them. This Contract may be changed only in writing signed by both Buyer and Seller. ANY
492 REPRESENTATIONS OR AGREEMENTS NOT CONTAINED IN THIS CONTRACT ARE OF NO EFFECT.
493
494 41. **BINDING ON SUCCESSORS.**
495 This Contract is binding not only on the Seller and Buyer, but also on their heirs, personal representatives, and
496 successors.
497
498 42. **ADDITIONAL CONTRACT PROVISIONS.**
499 A. Seller agrees to finish the basement bathroom, now partially finished.
500 B. Contingent upon appraisal equal to or greater than sale price of \$2,040,000.00
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538 43. **ACKNOWLEDGMENT OF TERMS OF CONTRACT.**

539 The Seller and Buyer agree to the terms of this Contract by signing below. If a corporation is a party, this Contract is
540 signed by its proper corporate officers pursuant to a corporate resolution, and its corporate seal is affixed.
541

542		Date		12/08/07
543	Witness		SELLER	Date
544		12/9/07		12/9/07
545	Witness		SELLER	Date
546		12/08/07		12/13/07
547	Witness		BUYER	Date
548		12/08/07		12/08/07
549	Witness		BUYER	Date
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THIS CONTRACT PREPARED BY: _____
(Individual Licensee)

Seller's Statement To Buyer Regarding Residential Property

The following is a statement, made by the seller, of information concerning the condition of the property located at _____.

This disclosure is not a warranty of any kind by the seller or any agent of the seller in this transaction, and is not a substitute for any inspections or warranties the purchaser may wish to obtain.

To the Seller

Please complete the following form, including past history of problems if known. Do not leave any spaces blank. If the condition is not applicable to your property, mark "NA" in the blank. Attach additional pages if additional space is required. Be sure to sign the last page.

The following are representations made by the seller and are not the representations of seller's agents.

Appliances/Systems

The items below are in good working order:

Yes	No	Repairs within last 2 years
<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____
<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____
<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____
<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____
<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____
<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____
<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____
<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____
<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____

Yes No Repairs within last 2 years

Hot Water Heater	<input checked="" type="checkbox"/>	_____
Trash compactor	<input checked="" type="checkbox"/>	_____
Central air	<input checked="" type="checkbox"/>	_____
Water softener	<input checked="" type="checkbox"/>	_____
Attic fan	<input checked="" type="checkbox"/>	_____
Sump pump	<input checked="" type="checkbox"/>	_____
Ceiling fan	<input checked="" type="checkbox"/>	_____
TV antenna	<input checked="" type="checkbox"/>	_____
Garage dr opener & remote controls	<input checked="" type="checkbox"/>	_____
Fireplace & chimney	<input checked="" type="checkbox"/>	_____
Other:	<input type="checkbox"/>	_____
Explanations of "No" and "Repair" responses, if any:	_____	_____

Property Conditions & Improvements

1. Basement: Has there been evidence of or problems with water leakage?

☐ Yes ☒ No ☐ Unknown

If yes, please explain, including the frequency and extent of the problem.

2. Insulation: Please describe if known.

Has urea formaldehyde foam insulation (UFFI) been installed?

☐ Yes ☒ No ☐ Unknown

If removed, by whom and when?

3. Roof: Age of roof: 2 Any leaks? ☐ Yes ☒ No ☐ Unknown

If yes, please explain.

4. Water System: Well or city water? (Please circle.) If well, please describe type of well (depth/diameter). city

Age of well: _____ Any known problems or repairs? _____

☐ Yes ☒ No ☐ Unknown

If yes, please describe.

Has the water been tested?

☐ Yes ☒ No ☐ Unknown

If yes, date of last report and results:

5. Drainage System: Septic tanks/drain fields or city sewer system? (Please circle.) Any known problems or repairs?

☐ Yes ☒ No ☐ Unknown

If yes, please describe.

Location of septic field? not all

6. Heating System: Type: not all

Age of heating system: 2

Any known problems or repairs?

☐ Yes ☒ No ☐ Unknown

If yes, please describe.

7. Plumbing System:

☒ Copper ☐ Galvanized ☐ Other
Any known problems or repairs?
☐ Yes ☒ No ☐ Unknown
If yes, please describe.

8. Electrical System:

☐ Yes ☒ No ☐ Unknown
Capacity: _____ amps
Any known problems or repairs?
☐ Yes ☒ No ☐ Unknown
If yes, please describe.

9. Aluminum Wiring:

☐ Yes ☒ No ☐ Unknown

10. Infestation: History, if any, of termites, carpenter ants, etc.?

☐ Yes ☒ No ☐ Unknown

Any treatments for infestation?

☐ Yes ☒ No ☐ Unknown

If yes, please describe.

Presently under warranty?

☒ Yes ☐ No ☐ Unknown

With whom?

Please describe any repairs.

11. Asbestos: Is asbestos present in any form in or on the property?

☐ Yes ☒ No ☐ Unknown

If yes, where?

Has it been removed or encapsulated?

☐ Yes ☐ No ☐ Unknown

If removed, from where, when and by whom?

12. Radon: Has the property been tested for the presence of radon gas?

☐ Yes ☒ No ☐ Unknown

If yes, what were the test results?

13. Landfill: Is the property located in close proximity to a landfill?

☐ Yes ☒ No ☐ Unknown

If yes, which landfill and location?

14. Environment: Are you aware of any environmental concerns?

☐ Yes ☒ No ☐ Unknown

If yes, please describe.

15. Principal Uses: Are you aware of any principal uses of the property other than as residential property, such as commercial use or farming?

☐ Yes ☒ No ☐ Unknown

If yes, please describe the use.

Other Items

As the seller, are you aware of any of the following:

16. Features of the property shared in common with adjoining landowners, such as walls, fences, roads or driveways whose use or responsibility for maintenance may have an effect on the property?

☐ Yes ☒ No ☐ Unknown

If yes, please describe.

17. Rights-of-way, easements or similar matters that may affect the property?

☐ Yes ☒ No ☐ Unknown

If yes, please describe.

18. Room additions or structural modifications?

☒ Yes ☐ No ☐ Unknown

If yes, please describe work and identify who did the work.

3rd floor basement bath

19. Underground storage tanks on the property?

☐ Yes ☒ No ☐ Unknown

If yes, please describe type, location and size of tank.

20. Settling, flooding, drainage, grading, or soil problems?

☐ Yes ☒ No ☐ Unknown

If yes, please describe.

21. Major damage to the property or any of the structures from fire, wind, floods or landslides?

☐ Yes ☒ No ☐ Unknown

If yes, please describe.

22. Any zoning violations or nonconforming uses?

☐ Yes ☒ No ☐ Unknown

If yes, please describe.

23. Homeowners association which has any authority over the property?

☐ Yes ☒ No ☐ Unknown

If yes, please describe.

24. Any "common areas" (facilities such as pools, tennis courts, walkways, or other areas co-owned)?

☐ Yes ☒ No ☐ Unknown

If yes, please describe.

25. Any assessments, liens, or judgments against the property or owners?

☐ Yes ☒ No ☐ Unknown

If yes, please describe.

26. Please state any other facts or information relating to this property that would be of interest to a buyer.

To the extent of the seller's knowledge as a property owner, the seller acknowledges that the information contained above is true and accurate for those areas of the property listed.

(Seller) *[Signature]*
(Date) *12/10/14*

To the Buyer

The buyer is urged to carefully inspect the property and, if desired, to have the property inspected by an expert. The buyer understands that there are areas of the property of which seller has no knowledge and that this disclosure statement does not encompass those areas. The buyer also acknowledges that he has read and received a signed copy of this statement from the seller or the seller's agent.

(Buyer) *[Signature]*
(Date) *12/10/14*

EXHIBIT B

RIDER TO CONTRACT FOR SALE

THIS RIDER TO CONTRACT FOR SALE ("Rider") is made this 18th day of December, 2007, by and between **SCOTT JACOBS and TRACI JACOBS**, husband and wife (the "Buyer") and **FRANK J. REED, III and CHRISTINA A. REED**, husband and wife (the "Seller") and amends that certain Contract for Sale dated as of December 8, 2007 (the "Contract") for real property known as 817 Matlack Drive, Moorestown, New Jersey 08057, being described and depicted on the Municipal Tax Map of Moorestown Township as Block 3803, Lot 2 (the "Property").

The Buyer and the Seller intending to be legally bound hereby agree to amend the Contract as follows:

1. Line 20 of the Contract shall be amended to include Miriam Jacobs.
2. Line 109 of the Contract shall be amended and restated so that the swing set and bathroom hanging mirror are specifically excluded. The Seller shall replace the bathroom hanging mirror with a standard grade mirror of comparable size; or, in the alternative, shall repair any damage to the wall after the bathroom hanging mirror is removed by Seller.
3. Line 209 of the Contract shall be amended and restated so that Settlement shall take place at the law offices of Sherman, Silverstein, Kohl, Rose & Podolsky, P.A., 4300 Haddonfield Road, Suite 311, Pennsauken, New Jersey 08109. The remainder of paragraph 14 shall be unchanged.
4. Line 323 of the Contract shall be amended to reflect that the inspections are to be performed within 10 business days from December 17, 2007.
5. Line 343-345 of the Contract shall be amended so that the block marked "yes" shall be checked by Seller. Seller's Property Disclosure Statement is attached to the Contract.

6. Paragraph 32 of the Contract (Failure of Buyer or Seller to Settle; Broker's Right to Brokerage Fee) shall be amended so that the second and third sentences therein shall be deleted in their entirety.

7. Paragraph 42 of the Contract (Additional Contract Provisions) shall be amended and restated as follows:

A. Seller agrees to finish the basement bathroom, now partially completed, at Seller's sole cost and expense (the "Basement Bathroom Work"). The Basement Bathroom Work shall be completed in a good and workmanlike manner on or before Closing. Buyer shall have an opportunity to inspect the Basement Bathroom Work on or about January 8, 2008.

B. Subparagraph 42.B of the Contract is deleted and replaced with the following provision:

Buyer's obligation to purchase the property shall be contingent upon the Lender's appraisal being equal to or greater than the Purchase Price. In the event that the Lender's appraisal is less than the Purchase Price, the Buyer shall be entitled to cancel the Contract upon written notice to the Seller and Seller's agent on or before the Mortgage Commitment Date whereupon the deposit shall be returned to Buyer and neither party shall have any further liability or obligation to the other hereunder.

C. Seller shall, at the time of Closing, deliver to Buyer the 10-year home warranty provided by Builder.

D. Upon execution of this Rider by Seller, Seller shall provide Buyer, Buyer's agent and Buyer's counsel with the Seller's Owner's Title Policy of Insurance and most recent survey of the Property.

8. Upon execution of this Rider by Buyer and Seller, the Attorney Review Period provided for in paragraph 1 of the Contract shall be concluded and the Agreement (as defined below) shall be in full force and effect and binding upon the parties hereto.

9. Notices required under this Rider or the Contract will be accepted by recognized overnight courier or by confirmed facsimile transmission followed by postage prepaid first class mail.

10. The Buyer and the Seller agree that if the Buyer defaults under the Contract, the Seller's damages will be difficult to determine and that the deposit represents a fair estimate of the Seller's damages. The Seller's sole and exclusive remedy in the event of the Buyer's default under the Contract, shall be to retain the deposit as complete and liquidated damages for the Buyer's default hereunder.

11. Except as otherwise changed by this Rider, the Contract shall continue in full force and effect. In the event of a conflict between the provisions of this Rider and the Contract, the provisions of this Rider shall control.


12. This Rider may be executed in any number of counterparts, each of which shall be considered an original and together shall constitute a single Agreement. For purposes of this Rider, a counterpart transmitted by facsimile shall constitute an original.

IN WITNESS WHEREOF, the Buyer and the Seller execute this Rider the date first written above.

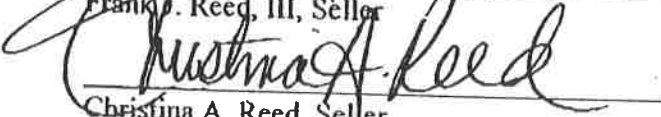
Scott Jacobs, Buyer

Traci Jacobs, Buyer

Miriam Jacobs, Buyer



Frank J. Reed, III, Seller



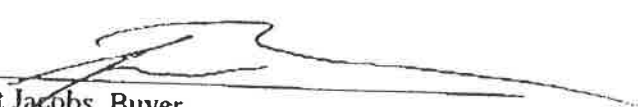
Christina A. Reed, Seller

10. The Buyer and the Seller agree that if the Buyer defaults under the Contract, the Seller's damages will be difficult to determine and that the deposit represents a fair estimate of the Seller's damages. The Seller's sole and exclusive remedy in the event of the Buyer's default under the Contract, shall be to retain the deposit as complete and liquidated damages for the Buyer's default hereunder.

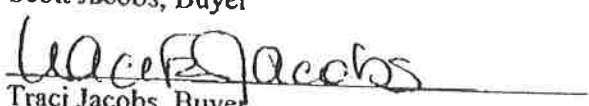
11. Except as otherwise changed by this Rider, the Contract shall continue in full force and effect. In the event of a conflict between the provisions of this Rider and the Contract, the provisions of this Rider shall control.

12. This Rider may be executed in any number of counterparts, each of which shall be considered an original and together shall constitute a single Agreement. For purposes of this Rider, a counterpart transmitted by facsimile shall constitute an original.

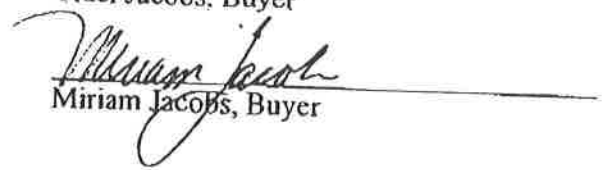
IN WITNESS WHEREOF, the Buyer and the Seller execute this Rider the date first written above.



Scott Jacobs, Buyer



Traci Jacobs, Buyer



Miriam Jacobs, Buyer

Frank J. Reed, III, Seller

Christina A. Reed, Seller

EXHIBIT C

FROM

(TUE) 12. 18 ' 07 16:40/ST. 16:38/NO. 4870053576 P 1

Commerce Bank, N.A.
6000 Atrium Way
MOUNT LAUREL, NJ 08054
Phone: (856) 380-2063
Fax: (856) 533-7616



First Jersey Appraisals
413 Crystal Lake Ave. Ste 160
Haddonfield, NJ 08033
Phone:
Fax:

December 18, 2007

Dear Appraiser,

Please inspect the following property and submit an appropriate FNMA/FHLMC appraisal form to us at your earliest possible convenience. Please send completed report to Jeffrey.Cole@yesbank.com.

Type of Appraisal: Exterior/Interior on Form# 1004/70 One Unit (incl PUD) interior/exterior
Property Address: 817 Matlack Drive
City/State/Zip: Moorestown, NJ 08057
Description:

Type of Loan: Fixed Rate
Loan Variation: 7/1LHO525
Borrower(s): Scott Jacobs, Traci E. Jacobs
Application #: 1470061264
Purchase Price: \$2,040,000.00
Loan Amount: \$1,632,000.00
Estimated Closing: February 7, 2007

A handwritten signature in dark ink, appearing to read "Jeffrey Cole", written over a light background.

Contact: Holly Donahue/Pru fox
Phone: 856-234-0011

Special Instructions: Please also complete a 2000 One Unit Residential Appraisal Field Review Report. Thanks.

We require your appraisal report typed on the appropriate FNMA/FHLMC appraisal report forms submitted in duplicate. Comparable sales data should conform to FNMA/FHLMC requirements, *i.e.*, actual sales within the previous six (6) months and within the same market area. Census tract number is to be provided. We need two (2) sets of pictures to include front, rear, and street scene. All extraordinary circumstances affecting value should be fully explained. Cost and reproduction sections must be completed even if the information is not considered relevant to the value. If, for any reason, you are delayed in completing this assignment, please call the undersigned. As always, the buyer is anxious and we would like to be able to provide timely responses.

Thank you very much for your attention in this matter.

Sincerely,

Jeffrey Cole - Mortgage Processor
Phone: (856) 380-2063

EXHIBIT D

STATEMENT OF CREDIT DENIAL, TERMINATION OR CHANGE

Date: January 04, 2008

APPLICANT'S NAME: Scott Jacobs
350 Tom Brown Road
ADDRESS: Moorestown, NJ 08057
CITY, STATE, ZIP:

CREDITOR'S NAME: Commerce Bank, N.A.
ADDRESS: 6000 Atrium Way
CITY, STATE, ZIP: MOUNT LAUREL, NEW JERSEY 08054
TELEPHONE: 888-751-9000

I. Description of Account, Transaction, or Requested Credit: 817 Matlack Drive
Moorestown, NEW JERSEY 08057

II. Description of Action Taken: Application denied by financial institution.

III. Principal Reason(s) for Credit Denial, Termination or Other Action Taken Concerning Credit:

A. Credit

- ☐ No credit file
☐ Insufficient number of credit references provided
☐ Limited credit experience
☐ Poor credit performance with us
☐ Delinquent past or present credit obligations with others
☐ Bankruptcy

- ☐ Garnishment or attachment
☐ Foreclosure or repossession
☐ Collection action or judgment
☐ Unacceptable type of credit references provided
☐ Unable to verify credit references
☐ Number of recent inquiries on credit bureau report

B. Income and Employment

- ☐ Unable to verify income
☐ Income insufficient for amount of credit requested
☐ Excessive obligations in relation to income

- ☐ Unable to verify employment
☐ Temporary or Irregular employment
☐ Length of employment

C. Residence

- ☐ Length of residence
☐ Unable to verify residence

- ☐ Temporary residence

D. Other

- ☐ Credit application incomplete
☒ Value or type of collateral not sufficient

- ☐ Specify: Value or Type of Collateral not Sufficient/Unacceptable Property

IV. Disclosure of Use of Information Obtained from an Outside Source:

☐ Disclosure Inapplicable

☐ Our credit decision was based in whole or in part on information obtained in a report from the consumer reporting agency listed below. You have a right under the Fair Credit Reporting Act to know the information contained in your credit file at the consumer reporting agency. The reporting agency played no part in our decision and is unable to supply specific reasons why we have denied credit to you. You also have a right to a free copy of your report from the reporting agency, if you request it no later than 60 days after you receive this notice. In addition, if you find that any information contained in the report you receive is inaccurate or incomplete, you have the right to dispute the matter with the reporting agency.

Name: LandSafe
Street Address: 7105 Corporate Drive
City, State, Zip: Plano, TX. 75024
Telephone: (877) 572-5673

(If the Consumer Reporting Agency compiles and maintains files on consumers on a nationwide basis, provide a toll-free telephone number.)

☒ Our credit decision was based in whole or in part on information obtained from an affiliate or from an outside source other than a consumer reporting agency. Under the Fair Credit Reporting Act, you have the right to make a written request, no later than 60 days after you receive this notice, for the disclosure of the nature of this information.

V. ECOA Notice

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal Agency that administers compliance with this law concerning this creditor is:

Office of the Comptroller of the Currency
Agency: Customer Assistance Group
1301 McKinney St, Suite 3460
Houston, TX 77010-9050

If you have any questions regarding this Notice, contact us at the address and/or telephone number provided above.

Notice ☒ Mailed ☐ Delivered ☐ Emailed Date: January 4, 2008 By: 

EXHIBIT E



APPRAISAL OF REAL PROPERTY

LOCATED AT:

817 MATLACK DRIVE
BLOCK 3803, LOT 2
MOORESTOWN, NJ 08057

FOR:

COMMERCE BANK, N.A.

AS OF:

December 24, 2007

BY:

Robert J Jones, Jr IFA

Uniform Residential Appraisal Report

LOAN #1470061264

File # 7CB214

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.

Property Address 817 MATLACK DRIVE City MOORESTOWN State NJ Zip Code 08057
 Borrower JACOBS Owner of Public Record REED County BURLINGTON
 Legal Description BLOCK 3803, LOT 2
 Assessor's Parcel # 22.3803.2 Tax Year 2007 R.E. Taxes \$ 29,702
 Neighborhood Name STREET OF CUSTOM HOMES Map Reference FRANKLIN E4/3299 Census Tract 7005.00
 Occupant ☒ Owner ☐ Tenant ☐ Vacant Special Assessments \$ N/A ☐ PUD HOA \$ N/A ☐ per year ☐ per month
 Property Rights Appraised ☒ Fee Simple ☐ Leasehold ☐ Other (describe) ☐ Assignment Type ☒ Purchase Transaction ☐ Refinance Transaction ☐ Other (describe)
 Lender/Client COMMERCE BANK, N.A. Address 6000 ATRIUM WAY, MT LAUREL, NJ
 Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of this appraisal? ☒ Yes ☐ No
 Report data source(s) used, offering price(s), and date(s). MLS #5097131 REPORTS A PENDING LISTING WITH AN ASKING PRICE OF \$2,175,000.
 THE SUBJECT WAS EXPOSED TO THE MARKET FOR 110 DAYS.
 I ☒ did ☐ did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed. TYPICAL CONTRACT REVIEWED. NO ATYPICAL SELLER INCLUSIONS OR CONCESSIONS NOTED IN COPY SUPPLIED AND ON RECORD WITH APPRAISER.
 Contract Price \$ 2,040,000 Date of Contract 12/8/07 Is the property seller the owner of public record? ☒ Yes ☐ No Data Source(s) TREND
 Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? ☐ Yes ☒ No
 If Yes, report the total dollar amount and describe the items to be paid. NONE NOTED *THERE IS A CONTRACTUAL REPAIR NOTED IN THE AGREEMENT. THE BASEMENT LEVEL BATHROOM IS TO BE COMPLETED. THIS COMPLETED BATHROOM WILL BE ENCOMPASSED IN THIS REPORT.
 Note: Race and the racial composition of the neighborhood are not appraisal factors.
 Location ☐ Urban ☒ Suburban ☐ Rural Property Values ☐ Increasing ☒ Stable ☐ Declining PRICE AGE One-Unit 75 %
 Built-Up ☒ Over 75% ☐ 25-75% ☐ Under 25% Demand/Supply ☒ In Balance ☐ Over Supply \$ (000) (yrs) 2-4 Unit %
 Growth ☐ Rapid ☒ Stable ☐ Slow Marketing Time ☐ Under 3 mths ☒ 3-6 mths ☐ Over 6 mths 136.5 Low NEW Multi-Family %
 Neighborhood Boundaries RT 603 (N-NE-E), MAIN STREET (SE), CHURCH RD (S-SW), AND THE RT 2,900 High 100+- Commercial 10 %
 130 9W). THE MARKETING AREA EXTENDS THROUGHOUT PORTIONS OF THE TWP. 600+- Pred. 20+- Other 15 %
 Neighborhood Description A HIGH END CUSTOM HOME COMMUNITY THAT CONSISTS OF A BALANCED MIX OF CONTIGUOUS DWELLING STYLES. THIS LOCATION OFFERS RELATIVELY EASY ACCESS TO PLACES OF WORSHIP, RECREATION, EDUCATION, AND SHOPPING.
 SERVICE TYPE COMMERCIAL USES ARE NEARBY.
 Market Conditions (including support for the above conclusions) STATISTICAL ANALYSIS OF THE MARKET OVER THE PAST 24 MONTHS (broken down into two 12 month periods preceding this report) INDICATES THAT THIS MARKET HAS INCREASED .01% ON AVERAGE. REVIEW OF CURRENT LISTINGS AND PENDING IN THE MARKET INDICATE A STABLE MARKET WITH DEMAND AND SUPPLY IN BALANCE
 Dimensions 143 X 180 IRR Area 25,740 Sq.Ft. Shape RECTANGULAR View AVERAGE
 Specific Zoning Classification R1A Zoning Description RESIDENTIAL
 Zoning Compliance ☒ Legal ☐ Legal Nonconforming (Grandfathered Use) ☐ No Zoning ☐ Illegal (describe)
 Is the highest and best use of subject property as improved (or as proposed per plans and specifications) the present use? ☒ Yes ☐ No If No, describe
 Utilities Public Other (describe) Public Other (describe) Off-site Improvements - Type Public Private
 Electricity ☒ Gas ☒ Water ☒ Sanitary Sewer ☒ Street MACADAM ☒ Alley ☐
 FEMA Special Flood Hazard Area ☐ Yes ☒ No FEMA Flood Zone X FEMA Map # 0005C FEMA Map Date 1/19/96
 Are the utilities and off-site improvements typical for the market area? ☒ Yes ☐ No If No, describe
 Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? ☐ Yes ☒ No If Yes, describe
 NO ADVERSE SITE CONDITIONS OR EXTERNAL FACTORS NOTED. NO ADVERSE EASEMENTS, ENCROACHMENTS, ENVIRONMENTAL CONDITIONS, OR LAND USES NOTED ON THE SITE OR IN THE IMMEDIATE AREA.
 General Description Foundation Exterior Description Interior
 Units ☒ One ☐ One with Accessory Unit ☐ Concrete Slab ☐ Crawl Space Foundation Walls PRD CONC - GD Floors H/W + W/W - GOOD
 # of Stories 2.5 ☒ Full Basement ☐ Partial Basement Exterior Walls Stucco + Vnl Ik - GD Walls DRYWALL - GOOD
 Type ☒ Det. ☐ Alt. ☐ S-Det/End Unit Basement Area 2,261 sq.ft. Roof Surface COMP SH - GOOD Trim/Finish WOOD - GOOD
☒ Existing ☐ Proposed ☐ Under Const Basement Finish 50 % Gutters & Downspouts ALUM - GOOD Bath Floor CER TILE - GOOD
 Design (Style) COLONIAL ☐ Outside Entry/Exit ☐ Sump Pump Window Type WD Csm + DH - GD Bath Wainscot CER TL - GOOD
 Year Built 2006 Evidence of ☐ Infestation Storm Sash/Insulated INSULATED Car Storage ☐ None
 Effective Age (Yrs) 1 ☐ Dampness ☐ Settlement Screens YES ☒ Driveway # of Cars 4-B
 Attic ☒ None Heating ☒ FWA ☐ HWB ☐ Radiant Amenities ☐ Woodstove(s) # Driveway Surface ASPHALT
☐ Drop Stair ☐ Stairs ☐ Other Fuel GAS ☐ Fireplace(s) # ☐ Fence ☒ Garage # of Cars 3
☐ Floor ☐ Scuffto Cooling ☒ Central Air Conditioning ☐ Patio/Deck ☐ Porch ☐ Carport # of Cars
☐ Finished ☐ Heated ☐ Individual ☐ Other ☐ Pool ☐ Other ☐ Att. ☐ Det. ☒ Built-in
 Appliances ☐ Refrigerator ☒ Range/Oven ☒ Dishwasher ☒ Disposal ☒ Microwave ☐ Washer/Dryer ☐ Other (describe)
 Finished area above grade contains: 12 Rooms 7 Bedrooms 7+2 Bath(s) 6,272 Square Feet of Gross Living Area Above Grade
 Additional features (special energy efficient items, etc.): INSULATED WINDOWS, 2 FIREPLACES, PARTIAL FINISHED BASEMENT WITH FULL BATHROOM, SINCE PURCHASE THE THIRD FLOOR HAS BEEN FINISHED INTO 1167 SQ FT WITH 2 BEDROOM SUITES WITH BATHS.
 Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.). THE SUBJECT IS A GOOD QUALITY DWELLING THAT IS IN OVERALL GOOD CONDITION. THE SUBJECT EXHIBITS ONGOING MAINTENANCE AND GOOD QUALITY UPGRADING.
 Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? ☐ Yes ☒ No If Yes, describe
 Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? ☒ Yes ☐ No If No, describe

File No. 7CB214 Page #3 of 18

Uniform Residential Appraisal Report

LOAN #1470061264
Fee # 7CB214

There are 4 comparable properties currently offered for sale in the subject neighborhood ranging in price from \$ 2,095,000 to \$ 2,190,000	
There are 3 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$ 1,850,000 to \$ 2,900,000	
FEATURE	SUBJECT
Address	817 MATLACK DRIVE MOORESTOWN, NJ 08057
Proximity to Subject	804 MATLACK DRIVE MOORESTOWN 0.03 miles E
Sale Price	\$ 2,040,000
Sale Price/Gross Liv. Area	\$ 325.26 sq.ft.
Data Source(s)	MLS/BROKER
Verification Source(s)	TAX ASSESSOR
VALUE ADJUSTMENTS	DESCRIPTION
Sales or Financing	CONV/1 DOM
Concessions	NONE NOTED
Date of Sale/Time	8/07
Location	AVERAGE
Leasehold/Fee Simple	FEE SIMPLE
Site	25,740 Sq.Ft.
View	AVERAGE
Design (Style)	COLONIAL
Quality of Construction	GOOD
Actual Age	1
Condition	GOOD
Above Grade	Total Bdrms Baths
Room Count	12 7 7+2
Gross Living Area	6,272 sq.ft.
Basement & Finished	2,261 Sq.Ft.
Rooms Below Grade	P-FIN W/BATH
Functional Utility	AVERAGE
Heating/Cooling	GFWA-C/A
Energy Efficient Items	STANDARD
Garage/Carport	3 CAR
Porch/Patio/Deck	NONE
	2 FIREPLACES
Net Adjustment (Total)	\$ 97,900
Adjusted Sale Price of Comparables	\$ 1,947,900
I <input checked="" type="checkbox"/> did <input type="checkbox"/> did not research the sale or transfer history of the subject property and comparable sales. If not, explain	
My research <input checked="" type="checkbox"/> did <input type="checkbox"/> did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.	
Data Source(s) MLS/TREND/NJACTB.ORG	
My research <input type="checkbox"/> did <input checked="" type="checkbox"/> did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.	
Data Source(s) MLS/TREND/NJACTB.ORG	
Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).	
ITEM	SUBJECT
Date of Prior Sale/Transfer	6/2006
Price of Prior Sale/Transfer	\$1,571,619
Data Source(s)	TREND/MLS
Effective Date of Data Source(s)	12/31/07
Analysis of prior sale or transfer history of the subject property and comparable sales THE SUBJECT WAS PURCHASED WITHIN 3 YEARS OF THIS REPORT. SAID SALE WAS INDICATIVE OF A DISTRESSED PROPERTY. AS NOTED IN THIS REPORT, THE SUBJECT HAS UNDERGONE EXTENSIVE EXPANSION OF THE 3RD FLOOR.	
Summary of Sales Comparison Approach ALL OF THE COMPARABLES SHARE SALIENT FEATURES OF THE SUBJECT. ALL SALES ARE CLOSED WITH VERIFIED SETTLEMENT DATES. ONE OR MORE OF THE COMPARABLES HAS CLOSED IN EXCESS OF 6 MONTHS. THE USE OF SAID SALE(S) WAS NECESSARY DUE TO THE LACK OF A MORE RECENT SALE TO BE LOCATED, AND/OR VERIFIED. WHEN APPLICABLE, A TIME ADJUSTMENT HAS BEEN MADE.	
Indicated Value by Sales Comparison Approach \$ 1,950,000	
Indicated Value by Sales Comparison Approach \$ 1,950,000 Cost Approach (if developed) \$ 1,960,097 Income Approach (if developed) \$ N/A	
THE SALES COMPARISON APPROACH HAS BEEN GIVEN THE MOST WEIGHT. THE COST AND INCOME APPROACHES HAVE BEEN GIVEN CONSIDERATION AND ARE NOT NECESSARY IN ORDER TO PROVIDE CREDIBLE RESULTS.	
This appraisal is made <input checked="" type="checkbox"/> "as is", <input type="checkbox"/> subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, <input type="checkbox"/> subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or <input type="checkbox"/> subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair:	
Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is \$ 1,950,000 as of December 24, 2007, which is the date of inspection and the effective date of this appraisal.	

Uniform Residential Appraisal Report

LOAN #1470061264
File # 7CB214

LAND SIZE ADJUSTMENTS HAVE BEEN MADE AT APPROX \$10,000 PER ACRE. THE SUBJECT'S EXACT LOT SIZE IS AN ESTIMATE BASED UPON ITS IRREGULAR LOT LINES.

AGE ADJUSTMENTS WERE WARRANTED FOR C2 AND C3. THE AGE ADJUSTMENTS HAVE BEEN MADE AT APPROX \$1,000 PER DIFFERENCE IN YEAR/AGE. C1 IS NEW AND IS CONSIDERED EQUAL IN AGE APPEAL.

ALL OF THE SALES ARE UPPER END SALES. THE CONDITION ADJUSTMENT MADE IS INDICATIVE OF MARKET REACTION FOR THE SUBJECT'S GOOD/NEWER CONDITION.

ABOVE GRADE BATHROOM COUNT ADJUSTMENTS HAVE BEEN MADE AT \$15,000 PER FULL BATH, APPLIED ACCORDINGLY.

GLA ADJUSTMENTS HAVE BEEN MADE AT \$100 PER SQ. FT. THIS IS AN UPPER END ADJUSTMENT THAT IS ENCOMPASSING THE QUALITY OF CONSTRUCTION AS WELL AS THE APPEAL OF THE INCREASED GLA. THIS FIGURE IS 50% OF COST ESTIMATE.

C3 ADJUSTED FOR ITS UNFINISHED BASEMENT AND LACK OF A BATHROOM ON THIS LEVEL.

C1 IS A SETTLED SALE LOCATED ON THE SUBJECT'S STREET, BUILT BY THE SAME BUILDER. SAID SALE HAS BEEN GIVEN THE MOST WEIGHT. APPRAISER HAS RELIED UPON VERIFIABLE INFORMATION THROUGH THE TAX ASSESSOR FOR THIS SALE. THE AGENT FOR THE SUBJECT WAS ALSO THE AGENT FOR THIS SALE AND IS NOT CONSIDERED AN UNBIASED VERIFICATION SOURCE.

C2 IS AN OLDER SALE THAT HAS BEEN UTILIZED DUE TO THE LACK OF ANOTHER TRULY MORE SUITABLE SALE.

C3 WAS A PRIVATE SALE THAT DID NOT TAKE PLACE WITH AN MLS REALTOR. APPRAISER INTERVIEWED THE TAX ASSESSOR AND HIS ASSISTANT REGARDING THIS PROPERTY. BOTH WERE EXTREMELY KNOWLEDGEABLE WITH THIS PROPERTY AS THEY WILL BE RELYING UPON THIS SALE TO "HELP IN THEIR UPCOMING REVALUATION". CONDITION, ROOM COUNT, AND ALL RELEVANT INFORMATION TO THE VALUATION PROCESS HAS BEEN SUPPLIED BY THE TAX ASSESSOR'S OFFICE. THIS SALE IS DEEMED A USABLE SALE BY THE ASSESSOR IN THE TAX APPEAL PROCESS. THIS IS TRANSLATED TYPICALLY AS A VIABLE SALE. HOWEVER, THIS PROPERTY HAS AN EXTREMELY LARGE LAND SIZE AND HAS BEEN DISCOUNTED BY THE APPRAISER IN ITS ULTIMATE VIABILITY. SAID SALE HAS BEEN SUPPLIED AS IT BRACKETS THE SUBJECT'S VALUE AND BEDROOM COUNT.

ADDITIONAL COMMENTS

COST APPROACH

INCOME

PUO INFORMATION

COST APPROACH TO VALUE (not required by Fannie Mae)

Provide adequate information for the lender/client to replicate the below cost figures and calculations.

Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value)

UPON A REVIEW OF RELEVANT/VERIFIABLE LAND SALES. THE LAND VALUE IS AN ESTIMATE BASED

ESTIMATED ☒ REPRODUCTION OR ☐ REPLACEMENT COST NEW

Source of cost data Marshall & Swift + local and customary costs

Quality rating from cost service V-GD Effective date of cost data 12/07 M & Sw

Comments on Cost Approach (gross living area calculations, depreciation, etc.)

THE COST APPROACH IS A REPRODUCTION COST AND SHOULD

NOT BE CONSIDERED A VIABLE INSURANCE VALUE INDICATOR.

THIS APPROACH IS FOR GUIDANCE ONLY.

OPINION OF SITE VALUE

DWELLING 6,272 Sq. Ft. @ \$ 200.00 = \$ 1,254,400

BASMT 2,261 Sq. Ft. @ \$ 75.00 = \$ 169,575

APPLIANCES, FIREPLACES = \$ 35,000

Garage/Carport 864 Sq. Ft. @ \$ 30.00 = \$ 25,920

Total Estimate of Cost-New = \$ 1,484,895

Less Physical Functional External

Depreciation 24,798 = \$(24,798)

Depreciated Cost of Improvements = \$ 1,460,097

"As-is" Value of Site Improvements = \$ 50,000

Estimated Remaining Economic Life (HUD and VA only)

59 Years

INDICATED VALUE BY COST APPROACH

= \$ 1,960,097

Estimated Monthly Market Rent \$

X Gross Rent Multiplier

= \$

Indicated Value by Income Approach

Summary of Income Approach (including support for market rent and GRM)

PROJECT INFORMATION FOR PUOs (if applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)? ☐ Yes ☐ No Unit type(s) ☐ Detached ☐ Attached

Provide the following information for PUOs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.

Legal Name of Project

Total number of phases

Total number of units

Total number of units sold

Total number of units rented

Total number of units for sale

Data source(s)

Was the project created by the conversion of existing building(s) into a PUO? ☐ Yes ☐ No If Yes, date of conversion.

Does the project contain any multi-dwelling units? ☐ Yes ☐ No Data Source

Are the units, common elements, and recreation facilities complete? ☐ Yes ☐ No If No, describe the status of completion.

Are the common elements leased to or by the Homeowners' Association? ☐ Yes ☐ No If Yes, describe the rental terms and options.

Describe common elements and recreational facilities.

Uniform Residential Appraisal Report

LOAN #1470061264
File # 7CB214

This report form is designed to report an appraisal of a one-unit property or a one-unit property with an accessory unit; including a unit in a planned unit development (PUD). This report form is not designed to report an appraisal of a manufactured home or a unit in a condominium or cooperative project.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this appraisal report is the lender/client.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing the appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.
6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

Uniform Residential Appraisal Report

LOAN #1470061264
File # 7CB214

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.
9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
11. I have knowledge and experience in appraising this type of property in this market area.
12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

Uniform Residential Appraisal Report

LOAN #1470061264
File # 7CB214

21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.

24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature [Signature] IFA
Name Robert J. Jones, Jr. IFA
Company Name FIRST JERSEY APPRAISAL GROUP
Company Address 413 CRYSTAL LAKE AVENUE, SUITE 202,
HADDONFIELD, NJ 08033
Telephone Number (856)931-7003
Email Address njappraiser1@comcast.net
Date of Signature and Report December 31, 2007
Effective Date of Appraisal December 24, 2007
State Certification # 42RC001173
or State License # _____
or Other (describe) _____ State # _____
State NJ
Expiration Date of Certification or License 12/31/2007

ADDRESS OF PROPERTY APPRAISED

817 MATLACK DRIVE
MOORESTOWN, NJ 08057
APPRAISED VALUE OF SUBJECT PROPERTY \$ 1,950,000
LENDER/CLIENT

Name _____
Company Name COMMERCE BANK, N.A.
Company Address 6000 ATRIUM WAY, MT LAUREL, NJ
Email Address _____

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature _____
Name _____
Company Name _____
Company Address _____
Telephone Number _____
Email Address _____
Date of Signature _____
State Certification # _____
or State License # _____
State _____
Expiration Date of Certification or License _____

SUBJECT PROPERTY

- ☐ Did not inspect subject property
☐ Did inspect exterior of subject property from street
Date of Inspection _____
☐ Did inspect interior and exterior of subject property
Date of Inspection _____

COMPARABLE SALES

- ☐ Did not inspect exterior of comparable sales from street
☐ Did inspect exterior of comparable sales from street
Date of Inspection _____

Supplemental Addendum

Borrower	JACOBS	File No. 7CB214
Property Address	817 MATLACK DRIVE	
City	MOORESTOWN	
Client	COMMERCE BANK, N.A.	County BURLINGTON State NJ Zip Code 08057

BUSINESS AND COMMERCIAL USES ARE LOCATED WITHIN THE SUBJECT'S AREA. THESE USES ARE TYPICAL OF SIMILAR NEIGHBORHOODS AND HAVE NO ADVERSE AFFECT ON THE MARKET VALUE OF FUTURE MARKETABILITY OF THE SUBJECT PROPERTY.

THE VALUE ESTIMATED IN THIS REPORT IS BASED ON THE ASSUMPTION THAT THE PROPERTY IS NOT NEGATIVELY AFFECTED BY THE EXISTENCE OF HAZARDOUS SUBSTANCES OR DETRIMENTAL ENVIRONMENTAL CONDITIONS. THE APPRAISER'S ROUTINE INSPECTION OF AND INQUIRIES ABOUT THE SUBJECT DID NOT DEVELOP ANY INFORMATION THAT INDICATED ANY APPARENT SIGNIFICANT HAZARDOUS SUBSTANCES OR DETRIMENTAL ENVIRONMENTAL CONDITIONS WHICH WOULD AFFECT THE PROPERTY NEGATIVELY. IT IS POSSIBLE THAT TESTS AND INSPECTIONS MADE BY A QUALIFIED HAZARDOUS SUBSTANCE AND ENVIRONMENTAL EXPERT WOULD REVEAL SUCH CONDITIONS. THE APPRAISER ASSUMES NO RESPONSIBILITY FOR THE PRESENT OF RADON GAS, OR ANY OTHER HAZARDOUS SUBSTANCE OR ENVIRONMENTAL CONDITION THAT MAY EXIST.

THIS REPORT PRESUMES THAT RADON IS NOT PRESENT IN THE SUBJECT PROPERTY ABOVE 0.02 WORKING LEVELS (4 PICOCURIES/LITER), AND THEREFORE, NO CONSIDERATION HAS BEEN GIVEN THE POTENTIAL ADVERSE AFFECT ON THE VALUE OF THE SUBJECT PROPERTY, IF ANY, THAT RADON MIGHT CAUSE.

ALL MECHANICAL SYSTEMS INCLUDING THE HEATING, ELECTRICAL, AND PLUMBING SYSTEMS APPEAR, UPON A CURSORY VISUAL INSPECTION, (UNLESS THIS IS AN EXTERIOR ONLY PHYSICAL VIEWING) TO BE WORKING ORDER, UNLESS OTHERWISE NOTED IN THE ATTACHED APPRAISAL OR VC SHEET. NO WARRANTIES ARE EXPRESSED OR IMPLIED BY THIS STATEMENT.

THERE ARE NO SPECIAL CONDITIONS OR OTHER REQUIREMENTS OTHER THEN THOSE MENTIONED IN THIS APPRAISAL THAT WOULD AFFECT MARKET VALUE OR FUTURE MARKETABILITY IN THIS REPORT.

PERSONAL PROPERTY, ie FURNITURE, WINDOW TREATMENTS, BUILT-INS ETC, WHICH HAVE BEEN INCLUDED IN THE SALES PRICE HAVE BEEN GIVEN NON VALUE IN THIS REPORT AS THEY ARE NON-REALTY ITEMS.

I CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF:

-THE STATEMENTS OF FACT IN THIS REPORT ARE TRUE AND CORRECT

-THE REPORTED ANALYSES, OPINIONS, AND CONCLUSIONS ARE LIMITED ONLY BY THE REPORTED ASSUMPTIONS AND LIMITING CONDITIONS, AND ARE MY PERSONAL, UNBIASED, PROFESSIONAL ANALYSIS, AND OPINION AND CONCLUSIONS

-I HAVE NO PRESENT OR PROSPECTIVE INTEREST IN THE PROPERTY THAT IS THE SUBJECT OF THIS REPORT, AND I HAVE NO PERSONAL INTEREST OR BIAS WITH RESPECT TO THE PARTIES INVOLVED.

-MY COMPENSATION IS NOT CONTINGENT ON AN ACTION OR EVENT RESULTING FROM THE ANALYSIS, OPINIONS, OR CONCLUSIONS IN, OR THE USE OF THIS REPORT.

-MY ANALYSIS, OPINIONS, AND CONCLUSIONS WERE DEVELOPED, AND THIS REPORT HAS BEEN PREPARED IN CONFORMITY WITH THE UNIFORM STANDARDS OF PROFESSIONAL PRACTICE (USPAP)

-THE "APPRAISER" HAS MADE A PERSONAL INSPECTION OF THE PROPERTY THAT IS THE SUBJECT OF THIS REPORT. IF THIS IS AN EXTERIOR ONLY VIEWING, A CURBSIDE VIEWING ONLY HAS TAKEN PLACE.

-UNLESS NOTED OTHERWISE, NO ONE PROVIDED SIGNIFICANT PROFESSIONAL ASSISTANCE TO THE PERSON SIGNING THIS REPORT.

-WE HAVE MADE AN INDEPENDENT VALUE JUDGEMENT ON THE SUBJECT PROPERTY.

-THIS APPRAISAL WAS NOT BASED ON A REQUESTED MINIMUM VALUATION, A SPECIFIC VALUATION, OR THE APPROVAL OF A LOAN.

HIGHEST AND BEST USE

THE REASONABLE AND PROBABLE USE THAT SUPPORTS THE HIGHEST PRESENT VALUE, AS DEFINED, AS OF THE EFFECTIVE DATE OF THE APPRAISAL. ALTERNATIVELY, THAT USE, FROM AMONG REASONABLE, PROBABLE, AND LEGAL ALTERNATIVE USAGES, FOUND TO BE PHYSICALLY POSSIBLE, APPROPRIATELY SUPPORTED, FINANCIALLY FEASIBLE, AND WHICH RESULT IN THE HIGHEST LAND VALUE. (real estate technology, society of real estate appraisers, compiled by Byrl N. Boyce)

Supplemental Addendum

File No. 7CB214

Supplemental Addendum					File No. 7CB214
Borrower	JACOBS				
Property Address	817 MATLACK DRIVE				
City	MOORESTOWN		County	BURLINGTON	
Client	COMMERCE BANK, N.A.		State	NJ	Zip Code 08057

SCOPE OF THIS APPRAISAL

THE INTENT OF THE APPRAISAL SERVICES RENDERED IN THIS ASSIGNMENT ENCOMPASSES ALL OF THOSE ACTIVITIES CONSIDERED NECESSARY TO PERMIT THE APPRAISER TO FULFILL HIS ETHICAL RESPONSIBILITY IN ARRIVING AT AND REPORTING OBJECTIVE, DEFENSIBLE CONCLUSION OF VALUE FOR THE SUBJECT PROPERTY AS OF THE DATE OF VALUATION. THESE ACTIVITIES INCLUDE, BUT ARE NOT LIMITED TOO:

-THE COLLECTION OF DATA REGARDING THE PHYSICAL PROPERTY, ITS GENERAL LOCATION, NEIGHBORHOOD TRENDS, AND INFLUENCES, THE OBSERVED RELATIVE CONDITION AND EFFECTIVE AGE OF IMPROVEMENTS, THE SUBJECT'S AMENITIES AND SPECIAL FEATURES, AVAILABLE UTILITIES, ZONING, AND RELATED CONTROLS, AND THE PROPERTY ASSESSMENT AND ANNUAL REAL ESTATE TAXES.

-A CONSIDERATION AND ANALYSIS OF THOSE FACTORS IN ORDER TO ESTABLISH A BASIS FOR ESTIMATING THE SUBJECT PROPERTY'S HIGHEST AND BEST USE AS OF THE VALUATION DATE.

-A CONSIDERATION OF THE (3) THREE TRADITIONAL APPROACHES TO VALUE, THE SALES COMPARISON APPROACH, THE COST APPROACH, AND THE INCOME APPROACH, IN AN EFFORT TO DETERMINE WHICH IF THESE IS (OR ARE) THE MOST APPROPRIATE, APPLICABLE, AND RELIABLY SUITED TO THE IDENTIFIED APPRAISAL PROBLEM.

-A THOROUGH EXAMINATION OF THE SUBJECT'S MARKET AREA FOR THE RELEVANT MARKET DATA FOR CONSIDERATION IN THE INDIVIDUAL APPROACHES TO VALUE.

-COMMUNICATION OF A WRITTEN AND DEFENSIBLE CONCLUSION OF MARKET VALUE IN A CLEAR AND CONCISE MANNER.

COMPETENCY OF THE APPRAISER

-THE APPRAISER HAS THE APPROPRIATE KNOWLEDGE AND EXPERIENCE TO COMPETENTLY COMPLETE THIS REPORT.

INCOME APPROACH

THE INCOME APPROACH HAS BEEN ANALYZED AND FOUND INAPPLICABLE BECAUSE, IN THIS MARKET VERY FEW SINGLE FAMILY HOMES ARE RENTED AND THERE IS INSUFFICIENT DATA AVAILABLE TO DEVELOP A GROSS RENT MULTIPLIER. THEREFORE, I HAVE RELIED UPON THE MARKET DATA APPROACH IN MY ESTIMATE OF VALUE AND I HAVE USED THE COST APPROACH (WHEN APPLICABLE) AS SUPPORTING EVIDENCE.

SQUARE FOOTAGE OF THE COMPARABLES

THE SQUARE FOOTAGE (GLA) OF THE SUBJECT (WHEN APPLICABLE) AND COMPARABLES ARE ESTIMATED BASED UPON A DRIVE-BY FRONTAL EXTERIOR VIEWING. THE INDICATED SQUARE FOOTAGE IS DERIVED VIA THE AFOREMENTIONED, IN CONJUNCTION WITH REALTOR INTERVIEW AND/OR, MLS REVIEW AND/OR, THE TAX ASSESSORS PROPERTY RECORD CARD AND/OR, APPRAISERS FILES.

THE ADJUSTMENTS MADE IN THE GRID ARE MARKET DRIVEN AND DO NOT REFLECT REPLACEMENT COSTS. THE ADJUSTMENTS MADE ARE INDICATIVE OF THE MARKET REACTION THAT WOULD RESULT FROM A TYPICAL, PRUDENT, AND REASONABLE PURCHASER.

THE NATIONAL ASSOCIATION OF INDEPENDENT FEE APPRAISERS (NAIFA) HAS A MANDATORY PROGRAM OF CONTINUING EDUCATION FOR DESIGNATED MEMBERS. THIS PROGRAM HAS BEEN MET FOR CYCLE ENDING DECEMBER 31, 2007. NEXT CYCLE EXPIRES DECEMBER 31, 2009.

THE FUNCTION OF THIS APPRAISAL REPORT, OR THE INTENDED USE IS TO SUPPORT UNDERWRITING DECISION MAKING FOR A CONVENTIONAL OR GOVERNMENT INSURED LOAN.

A DILIGENT INSPECTION WAS MADE OF ACCESSIBLE, VISIBLE, READILY OBSERVABLE AREAS TO UNDERCOVER OBVIOUS POSSIBLE SOUNDNESS, SAFETY, AND/OR MARKETABILITY ISSUES OF THE SUBJECT PROPERTY. (UNLESS THIS IS AN EXTERIOR ONLY PHYSICAL VIEWING)

THIS REPORT IS IN NO WAY INTENDED TO BE A SUBSTITUTE FOR A HOME INSPECTION MADE BY A QUALIFIED INSPECTOR. THIS APPRAISER HOLDS NO EXPERTISE IN OR HOLD HIMSELF OUT TO BE AN EXPERT IN THE FIELD OF HOME INSPECTION. A PROFESSIONAL HOME INSPECTION IS STRONGLY SUGGESTED TO UNCOVER ANY DEFECTS THAT MAY IMPACT THE STRUCTURAL SOUNDNESS, SAFETY, AND/OR MARKETABILITY OF THE SUBJECT.

PLEASE BE ADVISED THAT THE APPRAISER IS NOT A HOME INSPECTOR, AN ENGINEER, AN ELECTRICIAN, A CARPENTER, OR A PLUMBER. THE APPRAISER HAS NO FORMAL TRAINING IN ANY OF THE AFOREMENTIONED DISCIPLINES. THE PURCHASER/BORROWER HAS HAD THE OPPORTUNITY TO PROCURE THE SERVICES OF A PROFESSIONAL HOME INSPECTOR, A ROOFER, AN ELECTRICIAN, A PLUMBER, AND/OR CARPENTER, TO INSURE THAT THE SUBJECT MEETS THE BORROWER'S SATISFACTION. APPRAISER IS NOT LIABLE FOR ANY UNCOVERED DEFICIENCIES THAT MAY EXIST THAT ARE NOT READILY OBSERVABLE.

Supplemental Addendum

Borrower	JACOBS	File No.	7CB214
Property Address	817 MATLACK DRIVE		
City	MOORESTOWN	County	BURLINGTON
Client	COMMERCE BANK, N.A.	State	NJ
		Zip Code	08057

THE INTENDED USER OF THIS REPORT IS CONSIDERED THE NAMED LENDER/CLIENT. IF THIS REPORT IS BEING PREPARED FOR A HUD INSURED TRANSACTION, THEN HUD/FHA IS ALSO AN INTENDED USER.

THE APPRAISER CERTIFIES THAT ALL COMPARABLES UTILIZED HAVE RECEIVED AN EXTERIOR CURBSIDE VISUAL INSPECTION. THE USE OF CATALOG PHOTOS MAY HAVE BEEN NECESSARY. SAID PHOTOS ARE CONSIDERED TO BE MORE INDICATIVE OF THE SUBJECT'S EXTERIOR CONDITION AT THE TIME OF ITS SALE.

*PLEASE BE ADVISED THAT THIS FORM REPORT CONTAINS THE TERM "INSPECTION". WHERE EVER THIS TERM IS USED IT IS TO BE REPLACED WITH THE TERM "VIEWED" OR ANY EXTENSION THEREOF.

*PLEASE BE ADVISED THAT THIS FORM REPORT CONTAINS THE TERM "ESTIMATE OF VALUE". WHERE EVER THIS TERM EXISTS IT IS TO BE REPLACED WITH THE TERM "OPINION OF VALUE".

ZONING

THE APPRAISER CAN NOT MAKE A LEGAL DETERMINATION AS TO THE SUBJECT'S ZONING. IF WHAT HAS BEEN PRESUMED AS LEGAL IS FOUND TO BE OTHERWISE THEN THE CERTIFICATION OF VALUE IS REVOKED. IF SUCH A SCENARIO PRESENTS ITSELF, THE APPRAISER IS TO BE GRANTED ADDITIONAL TIME, AT AN ADDITIONAL FEE, TO ANALYZE THE NEW DISCOVERY AND ITS AFFECT, IF ANY, ON THE SUBJECT'S VALUE.

EXPOSURE TIME

BASED UPON THE SUBJECT'S CURRENT CONDITION, THE CURRENT MARKET CONDITIONS, AND PROVIDED THE SUBJECT WAS THEORETICALLY LISTED WITHIN 5% OF THIS OPINION OF VALUE IN CONJUNCTION WITH AN EFFECTIVE MARKETING PLAN, THE ESTIMATED EXPOSURE TIME IS 1-60 DAYS. ESTIMATED EXPOSURE TIME IS REQUIRED TO BE ESTIMATED BY USPAP.

THE INFORMATION IDENTIFIED UNDER THE CURRENTLY LISTED AND SOLD PROPERTIES SECTION IS A COMPILATION OF PROPERTIES THAT HAVE BEEN SCREENED BASED ON GENERIC CHARACTERISTICS IN CONJUNCTION WITH SALIENT FEATURES SHARED BY THE SUBJECT.

RANGE OF PRICE FOR HOUSING IS BASED UPON A 12 MONTH SEARCH OF THE MLS. THE RANGE INDICATED IS NOT THE ALL TIME HIGH, LOW, OR PREDOMINANT VALUES, ONLY THAT WHICH ARE RELEVANT TO THE PAST YEAR AS REPORTED IN THE TREND MULTIPLE LISTING SERVICE.

NOTICE TO BORROWER

THE APPRAISER CANNOT DISCUSS THIS REPORT WITH ANY PARTY NOT AN INTENDED USER (PRIVACY LAWS) AND THE APPRAISER IS UNDER NO OBLIGATION TO "UPDATE", "RECERTIFY", OR OTHERWISE MODIFY THIS REPORT IN VIOLATION OF ADVISORY OPINIONS ISSUED BY THE APPRAISAL FOUNDATIONS USPAP, EXCEPT TO MAKE CORRECTIONS TO ACTUAL ERRORS.

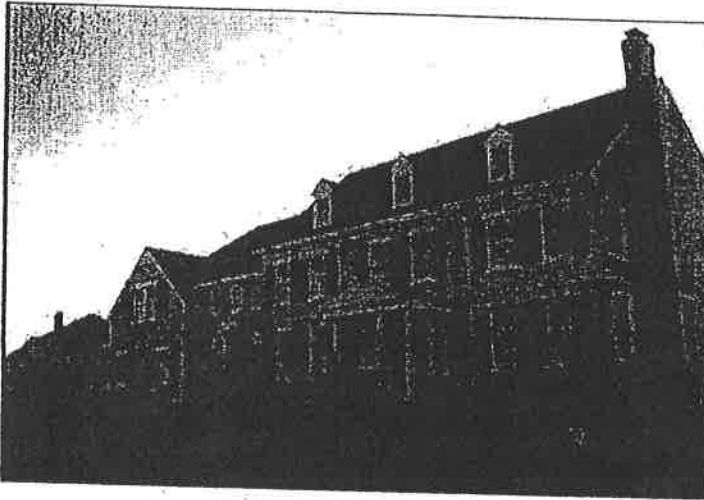
THE APPRAISER CAN DEVELOP A NEW APPRAISAL IN A NEW RELATIONSHIP OF THE SAME PIECE OF PROPERTY DURING THE SAME TIME SO LONG AS ORIGINAL CLIENT-APPRAISER CONFIDENTIALITY PROVISIONS ARE NOT VIOLATED.

Market Conditions

ALL TYPES OF FINANCING ARE AVAILABLE FOR MORTGAGES IN THIS AREA. BUYDOWNS AND SELLER ASSISTANCE ARE COMMON WITH NO AFFECT ON THE MARKET. A REVIEW OF CURRENT LISTINGS AND UNDER CONTRACT SALES INDICATE THAT PROPERTY VALUES ARE STABLE. ESTIMATED MARKETING TIMES HAVE HISTORICALLY RANGED FROM 3-6 MONTHS.

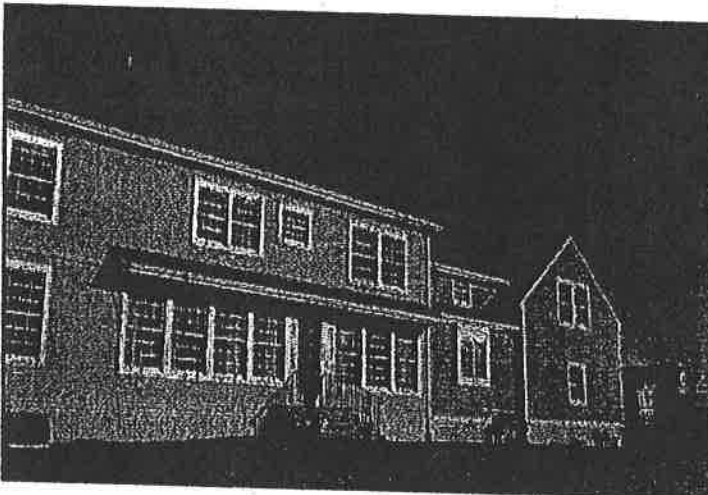
Subject Photo Page

Borrower	JACOBS				
Property Address	817 MATLACK DRIVE				
City	MOORESTOWN	County	BURLINGTON	State	NJ
Client	COMMERCE BANK, N.A.			Zip Code	08057

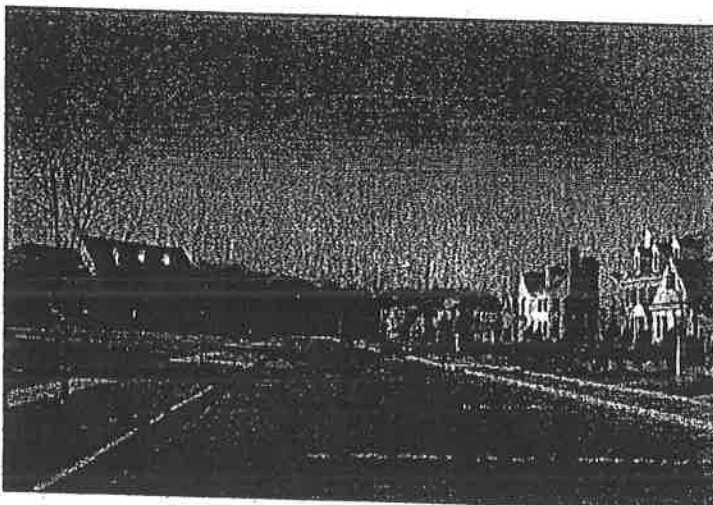


Subject Front

817 MATLACK DRIVE
Sales Price 2,040,000
Gross Living Area 6,272
Total Rooms 12
Total Bedrooms 7
Total Bathrooms 7+2
Location AVERAGE
View AVERAGE
Site 25,740 Sq.Ft.
Quality GOOD
Age 1



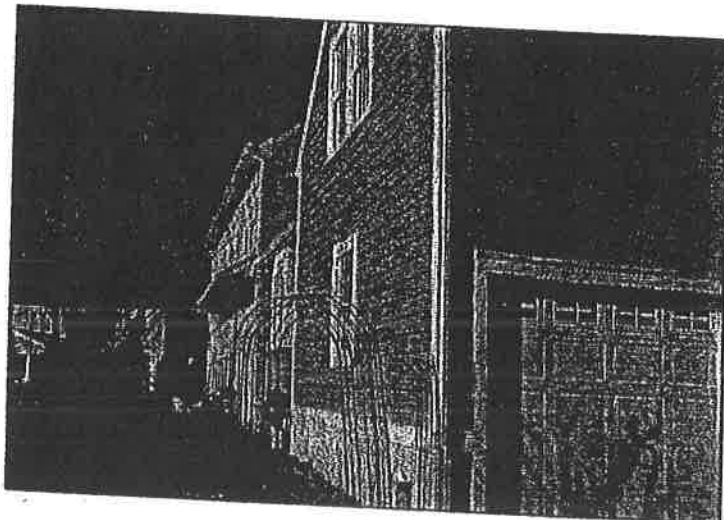
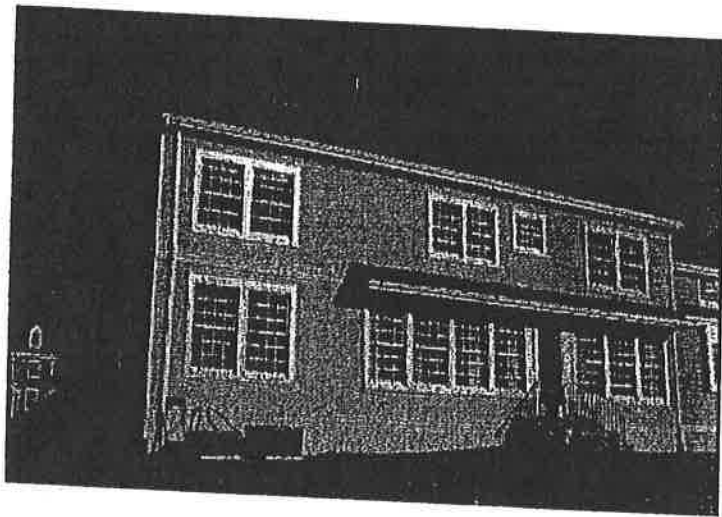
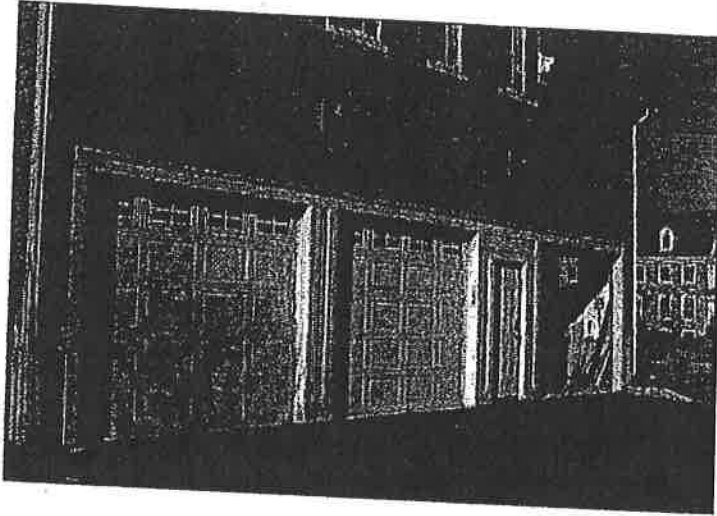
Subject Rear



Subject Street

Photograph Addendum

Borrower	JACOBS						
Property Address	817 MATLACK DRIVE						
City	MOORESTOWN	County	BURLINGTON	State	NJ	Zip Code	08057
Client	COMMERCE BANK, N.A.						

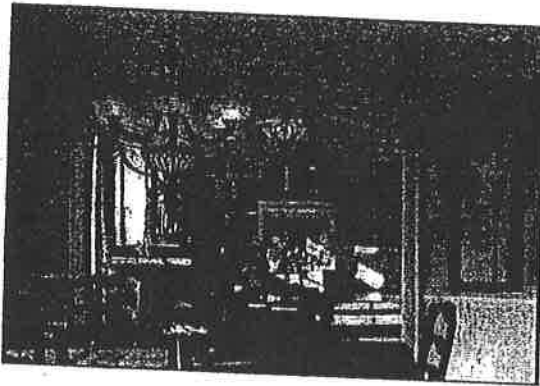


File No. 7G8214 Page # 14 of 18

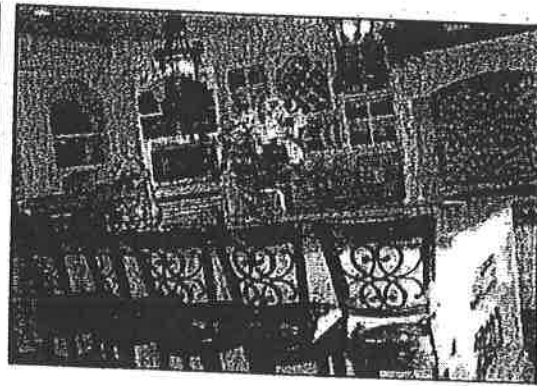
Photograph Addendum

Photograph Addendum

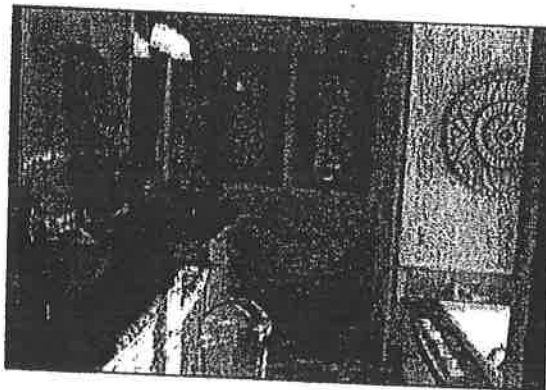
Borrower	JACOBS				
Property Address	817 MATLACK DRIVE				
City	MOORESTOWN	County	BURLINGTON	State	NJ
Client	COMMERCE BANK, N.A.			Zip Code	08057



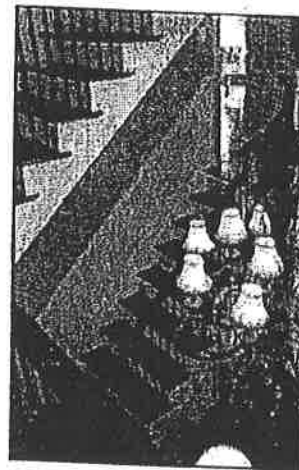
Comments:



Comments:



Comments:



Comments:

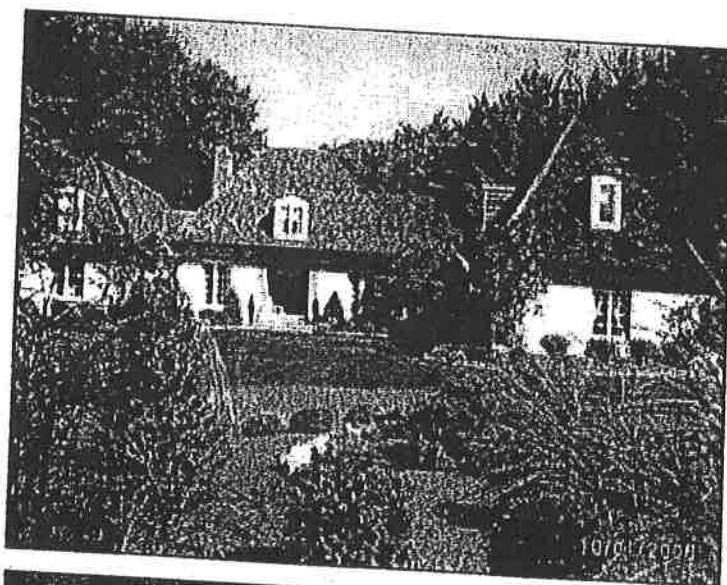
Comparable Photo Page

Borrower	JACOBS				
Property Address	817 MATLACK DRIVE				
City	MOORESTOWN				
Client	COMMERCE BANK, N.A.	County	BURLINGTON	State	NJ
				Zip Code	08057



Comparable 1

804 MATLACK DRIVE
Prox. to Subject 0.03 miles E
Sales Price 1,850,000
Gross Living Area 5,643
Total Rooms 10
Total Bedrooms 6
Total Bathrooms 5+2
Location AVERAGE
View AVERAGE
Site 30,000+- Sq.Ft.
Quality GOOD
Age NEW



Comparable 2

807 RIVERTON ROAD
Prox. to Subject 0.18 miles NE
Sales Price 1,900,000
Gross Living Area 5,534
Total Rooms 10
Total Bedrooms 5
Total Bathrooms 5+1
Location AVERAGE
View AVERAGE
Site 2.1+-ACRES
Quality GOOD
Age 10+-



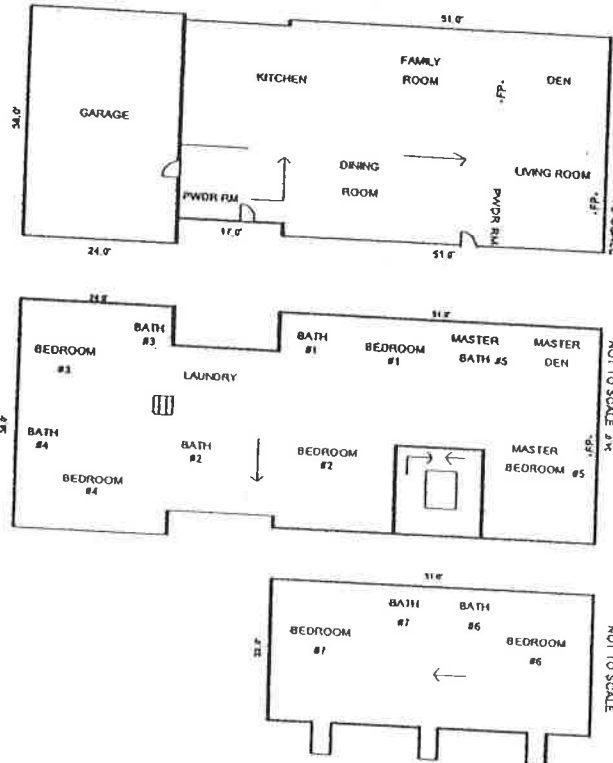
Comparable 3

321 E OAK AVENUE
Prox. to Subject 1.36 miles SE
Sales Price 2,900,000
Gross Living Area 5,446
Total Rooms 13
Total Bedrooms 8
Total Bathrooms 4+1
Location AVERAGE
View AVERAGE
Site 6+-ACRES
Quality AVERAGE
Age 91+-

File No. 7CB214 Page #17 of 18

Building Sketch

Borrower	JACOBS	County	BURLINGTON	State	N.J.	Zip Code	08057
Property Address	817 MATLACK DRIVE						
City	MOORESTOWN						
Client	COMMERCE BANK, N.A.						



Comments:

AREA CALCULATIONS SUMMARY			
Code	Description	Net Size	Net Totals
GLA1	First Floor	2261.0	2261.0
GLA2	Second Floor	3040.0	
	OPEN	-196.0	2844.0
GLA3	Third Floor	1167.0	
GAR	Garage	864.0	1167.0
			864.0
Net LIVABLE Area		(Rounded)	6272

LIVING AREA BREAKDOWN		
Breakdown		Subtotals
First Floor		
17.0 x 31.0		527.0
34.0 x 51.0		1734.0
Second Floor		
24.0 x 36.0		864.0
17.0 x 26.0		442.0
34.0 x 51.0		1734.0
OPEN		
14.0 x 14.0		-196.0
Third Floor		
3.0 x 5.0		15.0
3.0 x 5.0		15.0
3.0 x 5.0		15.0
22.0 x 51.0		1122.0
10 Items	(Rounded)	6272

Location Map

Borrower	JACOBS	County	BURLINGTON	State	N.J.	Zip Code	08057
Property Address	817 MATLACK DRIVE						
City	MOORESTOWN						
Client	COMMERCE BANK, N.A.						

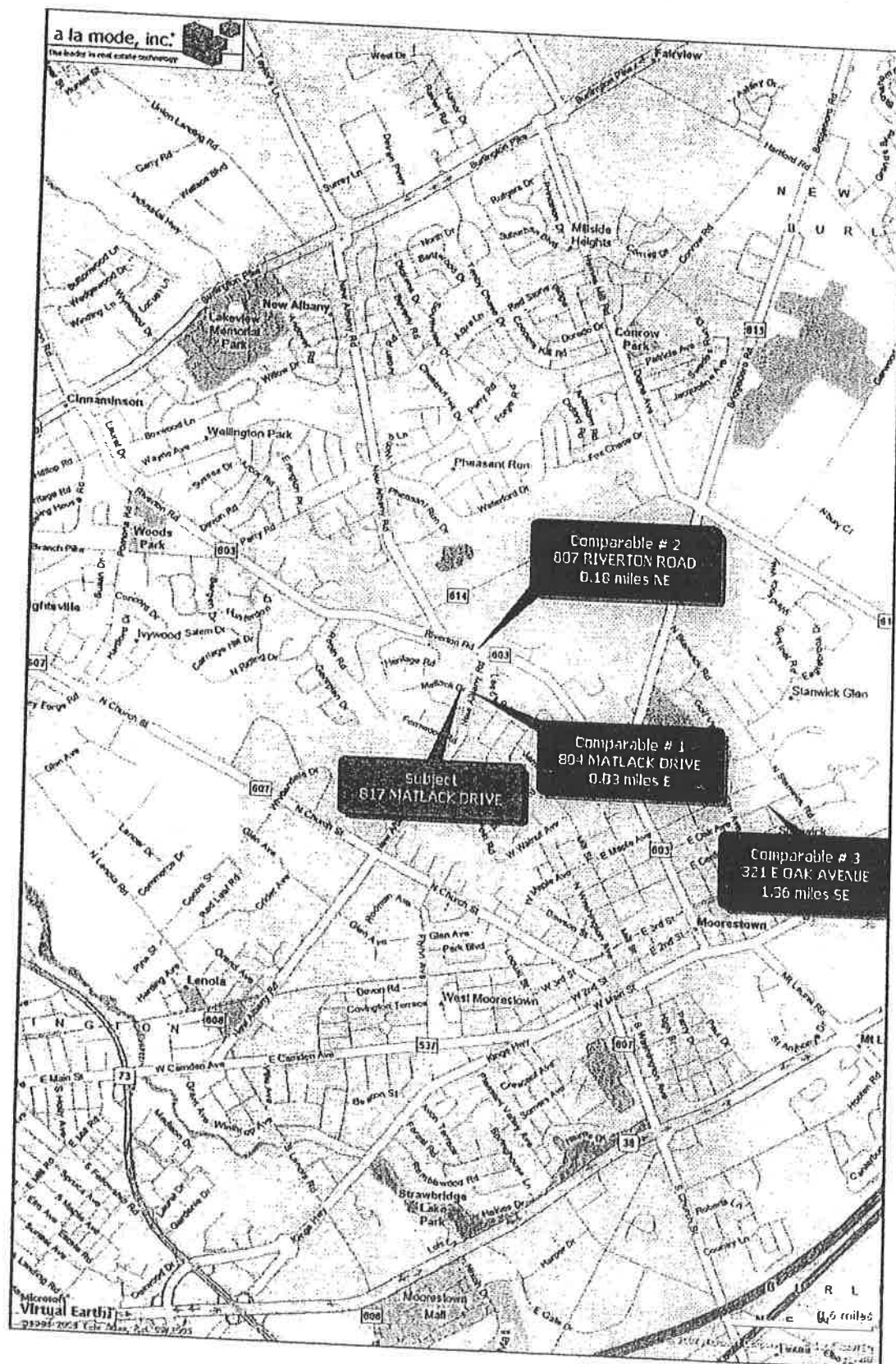


EXHIBIT F

LOAN COMMENTS

Loan Number: [REDACTED] 1264
Borrower Name(s): Scott Jacobs, Traci E Jacobs, Miriam K Jacobs
Property Address: 817 Matlack Drive, Moorestown, NJ
Print Date: July 24, 2008

USER	DATE ADDED / COMMENT
------	----------------------

— GENERAL COMMENTS —

1. CHRISTOPHER FOSTIK 01/14/2008 11:51:25 am
Field review supports appraisers estimate of \$1,950,000. Comp's # 1 and #3 GLA will need to be corrected per section 37 of field review. Gave appraisals back to Jeff Cole
2. CHRISTOPHER FOSTIK 01/14/2008 8:35:13 am
Received appraisal to review
3. JEAN COSTA 01/4/2008 3:06:10 pm
borrower requested specific denial letter
4. ERIC MCDOWEL 01/4/2008 2:45:30 pm
completed 2nd uw, printed 2 copies of the adverse letter.. file to C. Chou log.
5. ERIC MCDOWEL 01/4/2008 2:42:22 pm
UW 2nd Rev: Loan is DECLINED for Collateral, Value or Type of Collateral not Sufficient/Unacceptable Property. Appraisal came in lower than the sales price, LTV increased above 83%, Max allowable LTV per guidelines is 80%. Loan is declined for collateral, value of collateral is not sufficient.
6. JEAN COSTA 01/4/2008 1:56:14 pm
file is DENIED: COLLATERAL- Value or type of collateral not sufficient/unacceptable property type. Do not have field review at this time. Value is came in lower then sales price
7. LANNI BARKOW 01/4/2008 12:13:25 pm
Borrower is declining to mover forward at this time with the transaction due to the low appraised value.
8. JEFFREY COLE 01/4/2008 12:06:53 pm
Field review is with LSI order # 4092632 confirmed my order received and assigned and should get it back by Tuesday 1/8 at the latest phone for LSI 877-848-8128
9. JEFFREY COLE 01/3/2008 3:43:04 pm
Vm for borrower to go over terms and conditions at number liste4d on the fraud alert, faxed out confirmation of title order to fidelity title
10. JEFFREY COLE 01/3/2008 3:11:12 pm
ordered field review sent out adjustable rate disclosure
11. JEFFREY COLE 01/3/2008 2:46:42 pm
just received file
12. LANNI BARKOW 01/2/2008 5:25:25 pm
mailed commitment to borrower and faxed pages 1&2 to attorney.
13. JEAN COSTA 01/2/2008 4:17:12 pm
snap shot in file signed by Mike Copley
14. CYNTHIA KAPITAN 12/27/2007 8:49:01 am
Recd in uw
15. LANNI BARKOW 12/26/2007 12:53:52 pm
Gave JC their dec page and escrow statement. Also game him print out of Administaff web site for explanantion.
16. LANNI BARKOW 12/21/2007 2:24:46 pm
borrower fwd. their cureent dec. page.
17. LANNI BARKOW 12/21/2007 2:24:20 pm
borrower forwarded their current escrow statment.
18. LANNI BARKOW 12/21/2007 2:23:58 pm

TDB00035

19. LANNI BARKOW 12/21/2007 2:23:56 pm
I spoke to the borrower regarding the Administaff income, and it will continue, they do not use them for payroll any more.
20. Jamie Ziman 12/21/2007 11:48:40 am
Fraud alert on B1 and B2 credit. Need processor cert to verify clients applying for mortgage prior to credit being lent. Spoke to LO need to know what affiliated W2 income is for borrower 1 and 3. Straight W2 ongoing? Self employed 1120? Per LO taxes and HOI are escrowed on retained properties will need to condition for mtg statements to verify. Also will need biz returns and P and L. Returning to processor.
21. LANNI BARKOW 12/19/2007 3:14:07 pm
I submitted assets statements (2 mos.) and Mimi's 2 yrs. tax returns into the file while it is still in Lakesha's area.
22. LAKESHA JONES 12/18/2007 4:52:41 pm
Stacked file, ordered flood cert, updated flood ins tab, ordered appraisal through First Jersey, and mailed out GFE, TIL, GFE Addendum, 4506, supplemental app kit, 1003, and IO disclosures to borrowers. Turned file over to Jeff.
23. LAKESHA JONES 12/18/2007 3:57:30 pm
FEE TRACKING SET Fee Req'd Reason Amount Rec'd Type Check/Conf # NSFCCD Date NSF GL # _____
App Fee Yes 295.0 12/18/07 Visa 39598047/334760 No 45060000
24. LANNI BARKOW 12/18/2007 12:30:08 pm
Scott is non-hispanic and male.
25. LANNI BARKOW 12/18/2007 12:26:42 pm
Commitment due 1/7/8
26. LANNI BARKOW 12/18/2007 11:02:01 am
Attorney: Edward Hovatter: 856-662-0700
27. LANNI BARKOW 12/18/2007 10:59:59 am
I am submitting pays stubs for Traci, and tax returns for Scott. Mimi's returns have been requested. Agreement of sale is being submitted.
28. LANNI BARKOW 12/18/2007 10:58:43 am
Title insurance will be chosen by borrower.

TDB00036

EXHIBIT G

Sherman, Silverstein, Kohl, Rose & Podolsky, P.A.

A Professional Corporation

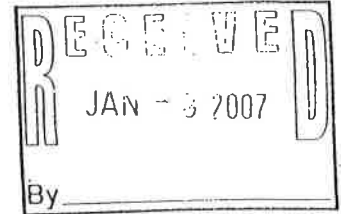
Fairway Corporate Center

4300 Haddonfield Road - Suite 311

Pennsauken, New Jersey 08109

Telephone: (856) 662-0700 - Facsimile: (856) 488-4744

www.sskrplaw.com



Edward J. Hovatter, Esquire

Direct Dial: (856) 661-2091

e-mail: ehovatter@sskrplaw.com

January 7, 2008

Via Fax (856-235-6898) and Regular Mail

Rudi Grueneberg, Esquire
704 East Main Street
Moorestown, NJ 08057

Re: Jacobs From Reed
Purchase and Sale of 817 Matlack Street, Moorestown, NJ 08057
Our File No.: 10657.101

Dear Rudi:

To follow-up from our telephone conference of January 4, 2008, with regard to the above referenced property, I am enclosing herewith a Statement of Credit Denial, Termination or Change dated January 4, 2008 issued by Commerce Bank, N.A., together with the appraisal of real property prepared by Robert J. Jones, Jr. As you can see, the appraised value of the Property is \$90,000 less than the contract sale price. Based on this information, and pursuant to Paragraph 9 of the Contract for Sale, the Buyer is hereby terminating same effective immediately.

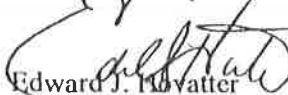
Please provide me with your client's written authorization to have the Deposit current held by B.T. Edgar & Son released to my clients.

Should you have any comments or questions, or wish to discuss this matter in further detail, please do not hesitate to contact me.

Very truly yours,

SHERMAN, SILVERSTEIN, KOHL, ROSE & PODOLSKY, P.A.

A Professional Corporation


Edward J. Hovatter

EJH/mat

cc: Scott Jacobs
Holly Donahue
Melissa Young
Louise Marsh Carter

STATEMENT OF CREDIT DENIAL, TERMINATION OR CHANGE

Date: January 04, 2008

APPLICANT'S NAME: Scott Jacobs
350 Tom Brown Road
ADDRESS: Moorestown, NJ 08057
CITY, STATE, ZIP:

CREDITOR'S NAME: Commerce Bank, N.A.
ADDRESS: 6000 Atrium Way
CITY, STATE, ZIP: MOUNT LAUREL, NEW JERSEY 08054
TELEPHONE: 866-751-9000

I. Description of Account, Transaction, or Requested Credit: 817 Matlack Drive
Moorestown, NEW JERSEY 08057

II. Description of Action Taken: Application denied by financial institution.

III. Principal Reason(s) for Credit Denial, Termination or Other Action Taken Concerning Credit:

A. Credit

- ☐ No credit file
☐ Insufficient number of credit references provided
☐ Limited credit experience
☐ Poor credit performance with us
☐ Delinquent past or present credit obligations with others
☐ Bankruptcy

- ☐ Garnishment or attachment
☐ Foreclosure or repossession
☐ Collection action or judgment
☐ Unacceptable type of credit references provided
☐ Unable to verify credit references
☐ Number of recent inquiries on credit bureau report

B. Income and Employment

- ☐ Unable to verify income
☐ Income insufficient for amount of credit requested
☐ Excessive obligations in relation to income

- ☐ Unable to verify employment
☐ Temporary or Irregular employment
☐ Length of employment

C. Residence

- ☐ Length of residence
☐ Unable to verify residence

- ☐ Temporary residence

D. Other

- ☐ Credit application incomplete
☒ Value or type of collateral not sufficient

- ☐ Specify: Value or Type of Collateral not Sufficient/Unacceptable
Property

IV. Disclosure of Use of Information Obtained from an Outside Source:

☐ Disclosure Inapplicable

☐ Our credit decision was based in whole or in part on information obtained in a report from the consumer reporting agency listed below. You have a right under the Fair Credit Reporting Act to know the information contained in your credit file at the consumer reporting agency. The reporting agency played no part in our decision and is unable to supply specific reasons why we have denied credit to you. You also have a right to a free copy of your report from the reporting agency, if you request it no later than 60 days after you receive this notice. In addition, if you find that any information contained in the report you receive is inaccurate or incomplete, you have the right to dispute the matter with the reporting agency.

Name: LandSafe
Street Address: 7105 Corporate Drive
City, State, Zip: Plano, TX. 75024
Telephone: (877) 572-5673

(If the Consumer Reporting Agency compiles and maintains files on consumers on a nationwide basis, provide a toll-free telephone number.)

☒ Our credit decision was based in whole or in part on information obtained from an affiliate or from an outside source other than a consumer reporting agency. Under the Fair Credit Reporting Act, you have the right to make a written request, no later than 60 days after you receive this notice, for the disclosure of the nature of this information.

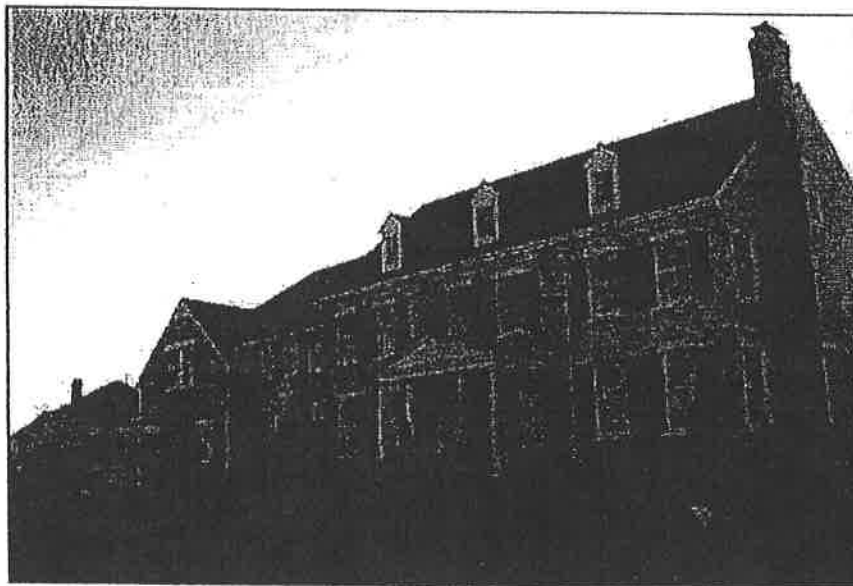
V. ECOA Notice

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal Agency that administers compliance with this law concerning this creditor is:

Office of the Comptroller of the Currency
Agency: Customer Assistance Group
1301 McKinney St, Suite 3460
Houston, TX 77010-8050

If you have any questions regarding this Notice, contact us at the address and/or telephone number provided above

Notice ☒ Mailed ☐ Delivered ☐ Emailed Date: January 4, 2008 By: 



APPRAISAL OF REAL PROPERTY

LOCATED AT:

817 MATLACK DRIVE
BLOCK 3803, LOT 2
MOORESTOWN, NJ 08057

FOR:

COMMERCE BANK, N.A.

AS OF:

December 24, 2007

BY:

Robert J Jones, Jr IFA

FIRST JERSEY APPRAISAL GROUP

File No. 7CB214 Page #2 of 18

Uniform Residential Appraisal Report

LOAN #1470061264

File # 7CB214

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.

Property Address 817 MATLACK DRIVE City MOORESTOWN State NJ Zip Code 08057
Borrower JACOBS Owner of Public Record REED County BURLINGTON
Legal Description BLOCK 3803, LOT 2
Assessor's Parcel # 22.3803.2 Tax Year 2007 R.E. Taxes \$ 29,702
Neighborhood Name STREET OF CUSTOM HOMES Map Reference FRANKLIN E4/3299 Census Tract 7005.00
Occupant ☒ Owner ☐ Tenant ☐ Vacant Special Assessments \$ N/A ☐ PUD HOA \$ N/A ☐ per year ☐ per month
Property Rights Appraised ☒ Fee Simple ☐ Leasehold ☐ Other (describe)
Assignment Type ☒ Purchase Transaction ☐ Refinance Transaction ☐ Other (describe)
Lender/Client COMMERCE BANK, N.A. Address 6000 ATRIUM WAY, MT LAUREL, NJ
Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of this appraisal? ☒ Yes ☐ No
Report data source(s) used, offering price(s), and date(s). MLS #5097131 REPORTS A PENDING LISTING WITH AN ASKING PRICE OF \$2,175,000.
THE SUBJECT WAS EXPOSED TO THE MARKET FOR 110 DAYS.
I ☒ did ☐ did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed. TYPICAL CONTRACT REVIEWED. NO ATYPICAL SELLER INCLUSIONS OR CONCESSIONS NOTED IN COPY SUPPLIED AND ON RECORD WITH APPRAISER.
Contract Price \$ 2,040,000 Date of Contract 12/8/07 Is the property seller the owner of public record? ☒ Yes ☐ No Data Source(s) TREND
Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? ☐ Yes ☒ No
If Yes, report the total dollar amount and describe the items to be paid. NONE NOTED *THERE IS A CONTRACTUAL REPAIR NOTED IN THE AGREEMENT. THE BASEMENT LEVEL BATHROOM IS TO BE COMPLETED. THIS COMPLETED BATHROOM WILL BE ENCOMPASSED IN THIS REPORT.
Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics		One-Unit Housing Trends		One-Unit Housing		Present Land Use %	
Location <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban <input type="checkbox"/> Rural	Property Values <input type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Declining	PRICE	AGE	One-Unit	75 %		
Built-Up <input checked="" type="checkbox"/> Over 75% <input type="checkbox"/> 25-75% <input type="checkbox"/> Under 25%	Demand/Supply <input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In Balance <input type="checkbox"/> Over Supply	\$ (000)	(yrs)	2-4 Unit	%		
Growth <input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Slow	Marketing Time <input type="checkbox"/> Under 3 mths <input checked="" type="checkbox"/> 3-6 mths <input type="checkbox"/> Over 6 mths	136.5	Low	Multi-Family	%		
Neighborhood Boundaries RT 603 (N-NE-E), MAIN STREET (SE), CHURCH RD (S-SW), AND THE RT 130 9W). THE MARKETING AREA EXTENDS THROUGHOUT PORTIONS OF THE TWP.		2,900	High	Commercial	10 %		
		600+-	Pred.	Other	15 %		

Neighborhood Description A HIGH END CUSTOM HOME COMMUNITY THAT CONSISTS OF A BALANCED MIX OF CONTIGUOUS DWELLING STYLES. THIS LOCATION OFFERS RELATIVELY EASY ACCESS TO PLACES OF WORSHIP, RECREATION, EDUCATION, AND SHOPPING. SERVICE TYPE COMMERCIAL USES ARE NEARBY.
Market Conditions (including support for the above conclusions) STATISTICAL ANALYSIS OF THE MARKET OVER THE PAST 24 MONTHS (broken down into two 12 month periods preceding this report) INDICATES THAT THIS MARKET HAS INCREASED .01% ON AVERAGE. REVIEW OF CURRENT LISTINGS AND PENDING IN THE MARKET INDICATE A STABLE MARKET WITH DEMAND AND SUPPLY IN BALANCE.
Dimensions 143 X 180 IRR Area 25,740 Sq.Ft. Shape RECTANGULAR View AVERAGE
Specific Zoning Classification R1A Zoning Description RESIDENTIAL
Zoning Compliance ☒ Legal ☐ Legal Nonconforming (Grandfathered Use) ☐ No Zoning ☐ Illegal (describe)
Is the highest and best use of subject property as improved (or as proposed per plans and specifications) the present use? ☒ Yes ☐ No If No, describe
Utilities Public Other (describe) Public Other (describe) Off-site Improvements - Type Public Private
Electricity ☒ ☐ Water ☒ ☐ Street MACADAM ☒ ☐
Gas ☒ ☐ Sanitary Sewer ☒ ☐ Alley ☐ ☐
FEMA Special Flood Hazard Area ☐ Yes ☒ No FEMA Flood Zone X FEMA Map # 0005C FEMA Map Date 1/19/96
Are the utilities and off-site improvements typical for the market area? ☒ Yes ☐ No If No, describe
Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? ☐ Yes ☒ No If Yes, describe
NO ADVERSE SITE CONDITIONS OR EXTERNAL FACTORS NOTED. NO ADVERSE EASEMENTS, ENCROACHMENTS, ENVIRONMENTAL CONDITIONS, OR LAND USES NOTED ON THE SITE OR IN THE IMMEDIATE AREA.

General Description		Foundation		Exterior Description		Interior	
Units <input checked="" type="checkbox"/> One <input type="checkbox"/> One with Accessory Unit	<input type="checkbox"/> Concrete Slab <input type="checkbox"/> Crawl Space	Foundation Walls	PRD CONC - GD	Floors	H/W + W/W - GOOD		
# of Stories 2.5	<input checked="" type="checkbox"/> Full Basement <input type="checkbox"/> Partial Basement	Exterior Walls	Stucco + Vnl Ik - GD	Walls	DRYWALL - GOOD		
Type <input checked="" type="checkbox"/> Det. <input type="checkbox"/> Alt. <input type="checkbox"/> S-Det/End Unit	Basement Area 2,261 sq.ft.	Roof Surface	COMP SH - GOOD	Trim/Finish	WOOD - GOOD		
<input checked="" type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> Under Const.	Basement Finish 50 %	Gutters & Downspouts	ALUM - GOOD	Bath Floor	CER TILE - GOOD		
Design (Style) COLONIAL	<input type="checkbox"/> Outside Entry/Exit <input type="checkbox"/> Sump Pump	Window Type	WD Csm + DH - GD	Bath Wainscot	CER TL - GOOD		
Year Built 2006	Evidence of <input type="checkbox"/> Infestation	Storm Sash/Insulated	INSULATED	Car Storage	<input type="checkbox"/> None		
Effective Age (Yrs) 1	<input type="checkbox"/> Dampness <input type="checkbox"/> Settlement	Screens	YES	Driveway	# of Cars 4-8		
Attic <input checked="" type="checkbox"/> None	Heating <input checked="" type="checkbox"/> FWA <input type="checkbox"/> FWHB <input type="checkbox"/> Radiant	Amenities	<input type="checkbox"/> Woodstove(s) #	Driveway Surface	ASPHALT		
<input type="checkbox"/> Drop Stair <input type="checkbox"/> Stairs	<input type="checkbox"/> Other Fuel GAS	<input type="checkbox"/> Fireplace(s) #	<input type="checkbox"/> Fence	Garage	# of Cars 3		
<input type="checkbox"/> Floor <input type="checkbox"/> Scuttle	Cooling <input checked="" type="checkbox"/> Central Air Conditioning	<input type="checkbox"/> Patio/Deck	<input type="checkbox"/> Porch	Carport	# of Cars		
<input type="checkbox"/> Finished <input type="checkbox"/> Heated	<input type="checkbox"/> Individual <input type="checkbox"/> Other	<input type="checkbox"/> Pool	<input type="checkbox"/> Other	Att. Det.	<input checked="" type="checkbox"/> Built-in		

Appliances ☐ Refrigerator ☒ Range/Oven ☒ Dishwasher ☒ Microwave ☐ Washer/Dryer ☐ Other (describe)
Finished area above grade contains: 12 Rooms 7 Bedrooms 7+2 Bath(s) 6,272 Square Feet of Gross Living Area Above Grade
Additional features (special energy efficient items, etc.): INSULATED WINDOWS, 2 FIREPLACES, PARTIAL FINISHED BASEMENT WITH FULL BATHROOM, SINCE PURCHASE THE THIRD FLOOR HAS BEEN FINISHED INTO 1167 SQ FT WITH 2 BEDROOM SUITES WITH BATHS.
Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.): THE SUBJECT IS A GOOD QUALITY DWELLING THAT IS IN OVERALL GOOD CONDITION. THE SUBJECT EXHIBITS ONGOING MAINTENANCE AND GOOD QUALITY UPGRADING.

Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? ☐ Yes ☒ No If Yes, describe

Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? ☒ Yes ☐ No If No, describe

File No. 7CB214 Page #3 of 18

Uniform Residential Appraisal Report

LOAN #1470061264
File # 7CB214

There are 4 comparable properties currently offered for sale in the subject neighborhood ranging in price from \$ 2,095,000 to \$ 2,190,000	
There are 3 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$ 1,850,000 to \$ 2,900,000	
FEATURE	SUBJECT
Address	817 MATLACK DRIVE MOORESTOWN, NJ 08057
Proximity to Subject	0.03 miles E
Sale Price	\$ 2,040,000
Sale Price/Gross Liv. Area	\$ 325.26 sq.ft.
Data Source(s)	MLS/BROKER
Verification Source(s)	TAX ASSESSOR
VALUE ADJUSTMENTS	DESCRIPTION
Sales or Financing	CONV/1 DOM
Concessions	NONE NOTED
Date of Sale/Time	8/07
Location	AVERAGE
Leasehold/Fee Simple	Fee Simple
Site	25,740 Sq.Ft.
View	AVERAGE
Design (Style)	COLONIAL
Quality of Construction	GOOD
Actual Age	1
Condition	GOOD
Above Grade	Total Bdrms. Baths
Room Count	12 7 7+2
Gross Living Area	6,272 sq.ft.
Basement & Finished	2,261 Sq.Ft.
Rooms Below Grade	P-FIN W/BATH
Functional Utility	AVERAGE
Heating/Cooling	GFWA-C/A
Energy Efficient Items	STANDARD
Garage/Carport	3 CAR
Porch/Patio/Deck	NONE
	2 FIREPLACES
Net Adjustment (Total)	
Adjusted Sale Price of Comparables	
I <input checked="" type="checkbox"/> did <input type="checkbox"/> did not research the sale or transfer history of the subject property and comparable sales. If not, explain	
My research <input checked="" type="checkbox"/> did <input type="checkbox"/> did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.	
Data Source(s) MLS/TREND/NJACTB.ORG	
My research <input type="checkbox"/> did <input checked="" type="checkbox"/> did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.	
Data Source(s) MLS/TREND/NJACTB.ORG	
Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3)	
ITEM	SUBJECT
Date of Prior Sale/Transfer	6/2006
Price of Prior Sale/Transfer	\$1,571,619
Data Source(s)	TREND/MLS
Effective Date of Data Source(s)	12/31/07
Analysis of prior sale or transfer history of the subject property and comparable sales THE SUBJECT WAS PURCHASED WITHIN 3 YEARS OF THIS REPORT. SAID SALE WAS INDICATIVE OF A DISTRESSED PROPERTY. AS NOTED IN THIS REPORT, THE SUBJECT HAS UNDERGONE EXTENSIVE EXPANSION OF THE 3RD FLOOR.	
Summary of Sales Comparison Approach ALL OF THE COMPARABLES SHARE SALIENT FEATURES OF THE SUBJECT. ALL SALES ARE CLOSED WITH VERIFIED SETTLEMENT DATES. ONE OR MORE OF THE COMPARABLES HAS CLOSED IN EXCESS OF 6 MONTHS. THE USE OF SAID SALE(S) WAS NECESSARY DUE TO THE LACK OF A MORE RECENT SALE TO BE LOCATED, AND/OR VERIFIED. WHEN APPLICABLE, A TIME ADJUSTMENT HAS BEEN MADE.	
Indicated Value by Sales Comparison Approach \$ 1,950,000	
Indicated Value by: Sales Comparison Approach \$ 1,950,000 Cost Approach (if developed) \$ 1,960,097 Income Approach (if developed) \$ N/A	
THE SALES COMPARISON APPROACH HAS BEEN GIVEN THE MOST WEIGHT. THE COST AND INCOME APPROACHES HAVE BEEN GIVEN CONSIDERATION AND ARE NOT NECESSARY IN ORDER TO PROVIDE CREDIBLE RESULTS.	
This appraisal is made <input checked="" type="checkbox"/> "as is", <input type="checkbox"/> subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, <input type="checkbox"/> subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or <input type="checkbox"/> subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair:	
Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is \$ 1,950,000 as of December 24, 2007, which is the date of inspection and the effective date of this appraisal.	

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LAND SIZE ADJUSTMENTS HAVE BEEN MADE AT APPROX \$10,000 PER ACRE. THE SUBJECT'S EXACT LOT SIZE IS AN ESTIMATE BASED UPON ITS IRREGULAR LOT LINES.

AGE ADJUSTMENTS WERE WARRANTED FOR C2 AND C3. THE AGE ADJUSTMENTS HAVE BEEN MADE AT APPROX \$1,000 PER DIFFERENCE IN YEAR/AGE. C1 IS NEW AND IS CONSIDERED EQUAL IN AGE APPEAL.

ALL OF THE SALES ARE UPPER END SALES. THE CONDITION ADJUSTMENT MADE IS INDICATIVE OF MARKET REACTION FOR THE SUBJECT'S GOOD/NEWER CONDITION.

ABOVE GRADE BATHROOM COUNT ADJUSTMENTS HAVE BEEN MADE AT \$15,000 PER FULL BATH, APPLIED ACCORDINGLY.

GLA ADJUSTMENTS HAVE BEEN MADE AT \$100 PER SQ FT. THIS IS AN UPPER END ADJUSTMENT THAT IS ENCOMPASSING THE QUALITY OF CONSTRUCTION AS WELL AS THE APPEAL OF THE INCREASED GLA. THIS FIGURE IS 50% OF COST ESTIMATE.

C3 ADJUSTED FOR ITS UNFINISHED BASEMENT AND LACK OF A BATHROOM ON THIS LEVEL.

C1 IS A SETTLED SALE LOCATED ON THE SUBJECT'S STREET, BUILT BY THE SAME BUILDER. SAID SALE HAS BEEN GIVEN THE MOST WEIGHT. APPRAISER HAS RELIED UPON VERIFIABLE INFORMATION THROUGH THE TAX ASSESSOR FOR THIS SALE. THE AGENT FOR THE SUBJECT WAS ALSO THE AGENT FOR THIS SALE AND IS NOT CONSIDERED AN UNBIASED VERIFICATION SOURCE.

C2 IS AN OLDER SALE THAT HAS BEEN UTILIZED DUE TO THE LACK OF ANOTHER TRULY MORE SUITABLE SALE.

C3 WAS A PRIVATE SALE THAT DID NOT TAKE PLACE WITH AN MLS REALTOR. APPRAISER INTERVIEWED THE TAX ASSESSOR AND HIS ASSISTANT REGARDING THIS PROPERTY. BOTH WERE EXTREMELY KNOWLEDGEABLE WITH THIS PROPERTY AS THEY WILL BE RELYING UPON THIS SALE TO "HELP IN THEIR UPCOMING REVALUATION". CONDITION, ROOM COUNT, AND ALL RELEVANT INFORMATION TO THE VALUATION PROCESS HAS BEEN SUPPLIED BY THE TAX ASSESSORS OFFICE. THIS SALE IS DEEMED A USABLE SALE BY THE ASSESSOR IN THE TAX APPEAL PROCESS. THIS IS TRANSLATED TYPICALLY AS A VIABLE SALE. HOWEVER, THIS PROPERTY HAS AN EXTREMELY LARGE LAND SIZE AND HAS BEEN DISCOUNTED BY THE APPRAISER IN ITS ULTIMATE VIABILITY. SAID SALE HAS BEEN SUPPLIED AS IT BRACKETS THE SUBJECT'S VALUE AND BEDROOM COUNT.

ADDITIONAL COMMENTS

COST APPROACH TO VALUE (not required by Fannie Mae)

Provide adequate information for the lender/client to replicate the below cost figures and calculations.

Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value) THE LAND VALUE IS AN ESTIMATE BASED UPON A REVIEW OF RELEVANT/VERIFIABLE LAND SALES.

ESTIMATED <input checked="" type="checkbox"/> REPRODUCTION OR <input type="checkbox"/> REPLACEMENT COST NEW	OPINION OF SITE VALUE	
Source of cost data Marshall & Swift + local and customary costs	DWELLING 6,272 Sq.Ft. @ \$ 200.00	= \$ 1,254,400
Quality rating from cost service V-GD Effective date of cost data 12/07 M & Sw	BASMT 2,261 Sq.Ft. @ \$ 75.00	= \$ 169,575
Comments on Cost Approach (gross living area calculations, depreciation, etc.)	APPLIANCES, FIREPLACES	= \$ 35,000
THE COST APPROACH IS A REPRODUCTION COST AND SHOULD NOT BE CONSIDERED A VIABLE INSURANCE VALUE INDICATOR.	Garage/Carport 864 Sq.Ft. @ \$ 30.00	= \$ 25,920
THIS APPROACH IS FOR GUIDANCE ONLY.	Total Estimate of Cost-New	= \$ 1,484,895
	Less Physical Functional External	
	Depreciation 24,798	= \$(24,798)
	Depreciated Cost of Improvements	= \$ 1,460,097
	"As-is" Value of Site Improvements	= \$ 50,000

Estimated Remaining Economic Life (HUD and VA only)

59 Years

INDICATED VALUE BY COST APPROACH

= \$ 1,960,097

INCOME APPROACH TO VALUE (not required by Fannie Mae)

Estimated Monthly Market Rent \$

X Gross Rent Multiplier

= \$

Indicated Value by Income Approach

Summary of Income Approach (including support for market rent and GRM)

PROJECT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)? ☐ Yes ☐ No Unit type(s) ☐ Detached ☐ Attached
Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.
Legal Name of Project
Total number of phases Total number of units Total number of units sold
Total number of units rented Total number of units for sale Data source(s)
Was the project created by the conversion of existing building(s) into a PUD? ☐ Yes ☐ No If Yes, date of conversion.
Does the project contain any multi-dwelling units? ☐ Yes ☐ No Data Source
Are the units, common elements, and recreation facilities complete? ☐ Yes ☐ No If No, describe the status of completion.

Are the common elements leased to or by the Homeowners' Association? ☐ Yes ☐ No If Yes, describe the rental terms and options.

Describe common elements and recreational facilities.

Uniform Residential Appraisal Report

LOAN #1470061264
File # 7CB214

This report form is designed to report an appraisal of a one-unit property or a one-unit property with an accessory unit, including a unit in a planned unit development (PUD). This report form is not designed to report an appraisal of a manufactured home or a unit in a condominium or cooperative project.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this appraisal report is the lender/client.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing the appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.
6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

Uniform Residential Appraisal Report

LOAN #1470061264
File # 7CB214

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.
9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
11. I have knowledge and experience in appraising this type of property in this market area.
12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

Uniform Residential Appraisal Report

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21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.

24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.

4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature [Signature] IFA
Name Robert J. Jones, Jr. IFA
Company Name FIRST JERSEY APPRAISAL GROUP
Company Address 413 CRYSTAL LAKE AVENUE, SUITE 202,
HADDONFIELD, NJ 08033
Telephone Number (856)931-7003
Email Address njappraiser1@comcast.net
Date of Signature and Report December 31, 2007
Effective Date of Appraisal December 24, 2007
State Certification # 42RC001173
or State License # _____
or Other (describe) _____ State # _____
State NJ
Expiration Date of Certification or License 12/31/2007

ADDRESS OF PROPERTY APPRAISED

817 MATLACK DRIVE
MOORESTOWN, NJ 08057

APPRAISED VALUE OF SUBJECT PROPERTY \$ 1,950,000

LENDER/CLIENT

Name _____
Company Name COMMERCE BANK, N.A.
Company Address 6000 ATRIUM WAY, MT LAUREL, NJ
Email Address _____

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature _____
Name _____
Company Name _____
Company Address _____
Telephone Number _____
Email Address _____
Date of Signature _____
State Certification # _____
or State License # _____
State _____
Expiration Date of Certification or License _____

SUBJECT PROPERTY

☐ Did not inspect subject property
☐ Did inspect exterior of subject property from street
Date of Inspection _____
☐ Did inspect interior and exterior of subject property
Date of Inspection _____

COMPARABLE SALES

☐ Did not inspect exterior of comparable sales from street
☐ Did inspect exterior of comparable sales from street
Date of Inspection _____

Supplemental Addendum

Borrower	JACOBS	File No.	7CB214
Property Address	817 MATLACK DRIVE		
City	MOORESTOWN	County	BURLINGTON
Client	COMMERCE BANK, N.A.	State	NJ
		Zip Code	08057

BUSINESS AND COMMERCIAL USES ARE LOCATED WITHIN THE SUBJECT'S AREA. THESE USES ARE TYPICAL OF SIMILAR NEIGHBORHOODS AND HAVE NO ADVERSE AFFECT ON THE MARKET VALUE OF FUTURE MARKETABILITY OF THE SUBJECT PROPERTY.

THE VALUE ESTIMATED IN THIS REPORT IS BASED ON THE ASSUMPTION THAT THE PROPERTY IS NOT NEGATIVELY AFFECTED BY THE EXISTENCE OF HAZARDOUS SUBSTANCES OR DETRIMENTAL ENVIRONMENTAL CONDITIONS. THE APPRAISER'S ROUTINE INSPECTION OF AND INQUIRIES ABOUT THE SUBJECT DID NOT DEVELOP ANY INFORMATION THAT INDICATED ANY APPARENT SIGNIFICANT HAZARDOUS SUBSTANCES OR DETRIMENTAL ENVIRONMENTAL CONDITIONS WHICH WOULD AFFECT THE PROPERTY NEGATIVELY. IT IS POSSIBLE THAT TESTS AND INSPECTIONS MADE BY A QUALIFIED HAZARDOUS SUBSTANCE AND ENVIRONMENTAL EXPERT WOULD REVEAL SUCH CONDITIONS. THE APPRAISER ASSUMES NO RESPONSIBILITY FOR THE PRESENT OF RADON GAS, OR ANY OTHER HAZARDOUS SUBSTANCE OR ENVIRONMENTAL CONDITION THAT MAY EXIST.

THIS REPORT PRESUMES THAT RADON IS NOT PRESENT IN THE SUBJECT PROPERTY ABOVE 0.02 WORKING LEVELS (4 PICOCURIES/LITER), AND THEREFORE, NO CONSIDERATION HAS BEEN GIVEN THE POTENTIAL ADVERSE AFFECT ON THE VALUE OF THE SUBJECT PROPERTY, IF ANY, THAT RADON MIGHT CAUSE.

ALL MECHANICAL SYSTEMS INCLUDING THE HEATING, ELECTRICAL, AND PLUMBING SYSTEMS APPEAR, UPON A CURSORY VISUAL INSPECTION, (UNLESS THIS IS AN EXTERIOR ONLY PHYSICAL VIEWING) TO BE WORKING ORDER, UNLESS OTHER WISE NOTED IN THE ATTACHED APPRAISAL OR VC SHEET. NO WARRANTIES ARE EXPRESSED OR IMPLIED BY THIS STATEMENT.

THERE ARE NO SPECIAL CONDITIONS OR OTHER REQUIREMENTS OTHER THEN THOSE MENTIONED IN THIS APPRAISAL THAT WOULD AFFECT MARKET VALUE OR FUTURE MARKETABILITY IN THIS REPORT.

PERSONAL PROPERTY, ie FURNITURE, WINDOW TREATMENTS, BUILT-INS ETC, WHICH HAVE BEEN INCLUDED IN THE SALES PRICE HAVE BEEN GIVEN NON VALUE IN THIS REPORT AS THEY ARE NON-REALTY ITEMS.

I CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF:

-THE STATEMENTS OF FACT IN THIS REPORT ARE TRUE AND CORRECT

-THE REPORTED ANALYSES, OPINIONS, AND CONCLUSIONS ARE LIMITED ONLY BY THE REPORTED ASSUMPTIONS AND LIMITING CONDITIONS, AND ARE MY PERSONAL, UNBIASED, PROFESSIONAL ANALYSIS, AND OPINION AND CONCLUSIONS

-I HAVE NO PRESENT OR PROSPECTIVE INTEREST IN THE PROPERTY THAT IS THE SUBJECT OF THIS REPORT, AND I HAVE NO PERSONAL INTEREST OR BIAS WITH RESPECT TO THE PARTIES INVOLVED.

-MY COMPENSATION IS NOT CONTINGENT ON AN ACTION OR EVENT RESULTING FROM THE ANALYSIS, OPINIONS, OR CONCLUSIONS IN, OR THE USE OF THIS REPORT.

-MY ANALYSIS, OPINIONS, AND CONCLUSIONS WERE DEVELOPED, AND THIS REPORT HAS BEEN PREPARED IN CONFORMITY WITH THE UNIFORM STANDARDS OF PROFESSIONAL PRACTICE (USPAP)

-THE "APPRAISER" HAS MADE A PERSONAL INSPECTION OF THE PROPERTY THAT IS THE SUBJECT OF THIS REPORT. IF THIS IS AN EXTERIOR ONLY VIEWING, A CURBSIDE VIEWING ONLY HAS TAKEN PLACE.

-UNLESS NOTED OTHERWISE, NO ONE PROVIDED SIGNIFICANT PROFESSIONAL ASSISTANCE TO THE PERSON SIGNING THIS REPORT.

-WE HAVE MADE AN INDEPENDENT VALUE JUDGEMENT ON THE SUBJECT PROPERTY.

-THIS APPRAISAL WAS NOT BASED ON A REQUESTED MINIMUM VALUATION, A SPECIFIC VALUATION, OR THE APPROVAL OF A LOAN.

HIGHEST AND BEST USE

THE REASONABLE AND PROBABLE USE THAT SUPPORTS THE HIGHEST PRESENT VALUE, AS DEFINED, AS OF THE EFFECTIVE DATE OF THE APPRAISAL. ALTERNATIVELY, THAT USE, FROM AMONG REASONABLE, PROBABLE, AND LEGAL ALTERNATIVE USAGES, FOUND TO BE PHYSICALLY POSSIBLE, APPROPRIATELY SUPPORTED, FINANCIALLY FEASIBLE, AND WHICH RESULT IN THE HIGHEST LAND VALUE. (real estate technology, society of real estate appraisers, compiled by Byrd N. Boyce)

Supplemental Addendum

Borrower	JACOBS	File No. 7CB214
Property Address	817 MATLACK DRIVE	
City	MOORESTOWN	County BURLINGTON
Client	COMMERCE BANK, N.A.	State NJ Zip Code 08057

SCOPE OF THIS APPRAISAL

THE INTENT OF THE APPRAISAL SERVICES RENDERED IN THIS ASSIGNMENT ENCOMPASSES ALL OF THOSE ACTIVITIES CONSIDERED NECESSARY TO PERMIT THE APPRAISER TO FULFILL HIS ETHICAL RESPONSIBILITY IN ARRIVING AT AND REPORTING OBJECTIVE, DEFENSIBLE CONCLUSION OF VALUE FOR THE SUBJECT PROPERTY AS OF THE DATE OF VALUATION. THESE ACTIVITIES INCLUDE, BUT ARE NOT LIMITED TOO ;

-THE COLLECTION OF DATA REGARDING THE PHYSICAL PROPERTY, IT'S GENERAL LOCATION, NEIGHBORHOOD TRENDS, AND INFLUENCES, THE OBSERVED RELATIVE CONDITION AND EFFECTIVE AGE OF IMPROVEMENTS, THE SUBJECT'S AMENITIES AND SPECIAL FEATURES, AVAILABLE UTILITIES, ZONING, AND RELATED CONTROLS, AND THE PROPERTY ASSESSMENT AND ANNUAL REAL ESTATE TAXES.

-A CONSIDERATION AND ANALYSIS OF THOSE FACTORS IN ORDER TO ESTABLISH A BASIS FOR ESTIMATING THE SUBJECT PROPERTY'S HIGHEST AND BEST USE AS OF THE VALUATION DATE.

-A CONSIDERATION OF THE (3) THREE TRADITIONAL APPROACHES TO VALUE, THE SALES COMPARISON APPROACH, THE COST APPROACH, AND THE INCOME APPROACH, IN AN EFFORT TO DETERMINE WHICH IF THESE IS (OR ARE) THE MOST APPROPRIATE, APPLICABLE, AND RELIABLY SUITED TO THE IDENTIFIED APPRAISAL PROBLEM.

-A THOROUGH EXAMINATION OF THE SUBJECT'S MARKET AREA FOR THE RELEVANT MARKET DATA FOR CONSIDERATION IN THE INDIVIDUAL APPROACHES TO VALUE.

-COMMUNICATION OF A WRITTEN AND DEFENSIBLE CONCLUSION OF MARKET VALUE IN A CLEAR AND CONCISE MANOR.

COMPETENCY OF THE APPRAISER

-THE APPRAISER HAS THE APPROPRIATE KNOWLEDGE AND EXPERIENCE TO COMPETENTLY COMPLETE THIS REPORT.

INCOME APPROACH

THE INCOME APPROACH HAS BEEN ANALYZED AND FOUND INAPPLICABLE BECAUSE, IN THIS MARKET VERY FEW SINGLE FAMILY HOMES ARE RENTED AND THERE IS INSUFFICIENT DATA AVAILABLE TO DEVELOP A GROSS RENT MULTIPLIER. THEREFORE, I HAVE RELIED UPON THE MARKET DATA APPROACH IN MY ESTIMATE OF VALUE AND I HAVE USED THE COST APPROACH (WHEN APPLICABLE) AS SUPPORTING EVIDENCE.

SQUARE FOOTAGE OF THE COMPARABLES

THE SQUARE FOOTAGE (GLA) OF THE SUBJECT (WHEN APPLICABLE) AND COMPARABLES ARE ESTIMATED BASED UPON A DRIVE-BY FRONTAL EXTERIOR VIEWING. THE INDICATED SQUARE FOOTAGE IS DERIVED VIA THE AFOREMENTIONED, IN CONJUNCTION WITH REALTOR INTERVIEW AND/OR, MLS REVIEW AND/OR, THE TAX ASSESSORS PROPERTY RECORD CAND AND/OR, APPRAISERS FILES.

THE ADJUSTMENTS MADE IN THE GRID ARE MARKET DRIVEN AND DO NOT REFLECT REPLACEMENT COSTS. THE ADJUSTMENTS MADE ARE INDICATIVE OF THE MARKET REACTION THAT WOULD RESULT FROM A TYPICAL, PRUDENT, AND REASONABLE PURCHASER.

THE NATIONAL ASSOCIATION OF INDEPENDENT FEE APPRAISERS (NAIFA) HAS A MANDATORY PROGRAM OF CONTINUING EDUCATION FOR DESIGNATED MEMBERS. THIS PROGRAM HAS BEEN MET FOR CYCLE ENDING DECEMBER 31, 2007. NEXT CYCLE EXPIRES DECEMBER 31, 2009.

THE FUNCTION OF THIS APPRAISAL REPORT, OR THE INTENDED USE IS TO SUPPORT UNDERWRITING DECISION MAKING FOR A CONVENTIONAL OR GOVERNMENT INSURED LOAN.

A DILIGENT INSPECTION WAS MADE OF ACCESSIBLE, VISIBLE, READILY OBSERVABLE AREAS TO UNDERCOVER OBVIOUS POSSIBLE SOUNDNESS, SAFETY, AND/OR MARKETABILITY ISSUES OF THE SUBJECT PROPERTY. (UNLESS THIS IS AN EXTERIOR ONLY PHYSICAL VIEWING)

THIS REPORT IS IN NO WAY INTENDED TO BE A SUBSTITUTE FOR A HOME INSPECTION MADE BY A QUALIFIED INSPECTOR. THIS APPRAISER HOLDS NO EXPERTISE IN OR HOLD HIMSELF OUT TO BE AN EXPERT IN THE FIELD OF HOME INSPECTION. A PROFESSIONAL HOME INSPECTION IS STRONGLY SUGGESTED TO UNCOVER ANY DEFECTS THAT MAY IMPACT THE STRUCTURAL SOUNDNESS, SAFETY, AND/OR MARKETABILITY OF THE SUBJECT.

PLEASE BE ADVISED THAT THE APPRAISER IS NOT A HOME INSPECTOR, AN ENGINEER, AN ELECTRICIAN, A CARPENTER, OR A PLUMBER. THE APPRAISER HAS NO FORMAL TRAINING IN ANY OF THE AFOREMENTIONED DISCIPLINES. THE PURCHASER/BORROWER HAS HAD THE OPPORTUNITY TO PROCURE THE SERVICES OF A PROFESSIONAL HOME INSPECTOR, A ROOFER, AN ELECTRICIAN, A PLUMBER, AND/OR CARPENTER, TO INSURE THAT THE SUBJECT MEETS THE BORROWER'S SATISFACTION. APPRAISER IS NOT LIABLE FOR ANY UNCOVERED DEFICIENCIES THAT MAY EXIST THAT ARE NOT READILY OBSERVABLE.

Supplemental Addendum

File No. 7CB214

Borrower	JACOBS				
Property Address	817 MATLACK DRIVE				
City	MOORESTOWN	County	BURLINGTON	State	NJ
Client	COMMERCE BANK, N.A.			Zip Code	08057

THE INTENDED USER OF THIS REPORT IS CONSIDERED THE NAMED LENDER/ CLIENT. IF THIS REPORT IS BEING PREPARED FOR A HUD INSURED TRANSACTION, THEN HUD/FHA IS ALSO AN INTENDED USER.

THE APPRAISER CERTIFIES THAT ALL COMPARABLES UTILIZED HAVE RECEIVED AN EXTERIOR CURBSIDE VISUAL INSPECTION. THE USE OF CATALOG PHOTOS MAY HAVE BEEN NECESSARY. SAID PHOTOS ARE CONSIDERED TO BE MORE INDICATIVE OF THE SUBJECT'S EXTERIOR CONDITION AT THE TIME OF IT'S SALE.

"PLEASE BE ADVISED THAT THIS FORM REPORT CONTAINS THE TERM "INSPECTION". WHERE EVER THIS TERM IS USED IT IS TO BE REPLACED WITH THE TERM "VIEWED" OR ANY EXTENSION THEREOF.

"PLEASE BE ADVISED THAT THIS FORM REPORT CONTAINS THE TERM "ESTIMATE OF VALUE". WHERE EVER THIS TERM EXISTS IT IS TO BE REPLACED WITH THE TERM "OPINION OF VALUE".

ZONING

THE APPRAISER CAN NOT MAKE A LEGAL DETERMINATION AS TO THE SUBJECT'S ZONING. IF WHAT HAS BEEN PRESUMED AS LEGAL IS FOUND TO BE OTHERWISE THEN THE CERTIFICATION OF VALUE IS REVOKED. IF SUCH A SCENARIO PRESENTS ITSELF, THE APPRAISER IS TO BE GRANTED ADDITIONAL TIME, AT AN ADDITIONAL FEE, TO ANALYZE THE NEW DISCOVERY AND IT'S AFFECT, IF ANY, ON THE SUBJECT'S VALUE.

EXPOSURE TIME

BASED UPON THE SUBJECT'S CURRENT CONDITION, THE CURRENT MARKET CONDITIONS, AND PROVIDED THE SUBJECT WAS THEORETICALLY LISTED WITHIN 5% OF THIS OPINION OF VALUE IN CONJUNCTION WITH AN EFFECTIVE MARKETING PLAN, THE ESTIMATED EXPOSURE TIME IS 1-60 DAYS. ESTIMATED EXPOSURE TIME IS REQUIRED TO BE ESTIMATED BY USPAP.

THE INFORMATION IDENTIFIED UNDER THE CURRENTLY LISTED AND SOLD PROPERTIES SECTION IS A COMPILATION OF PROPERTIES THAT HAVE BEEN SCREENED BASED ON GENERIC CHARACTERISTICS IN CONJUNCTION WITH SALIENT FEATURES SHARED BY THE SUBJECT.

RANGE OF PRICE FOR HOUSING IS BASED UPON A 12 MONTH SEARCH OF THE MLS. THE RANGE INDICATED IS NOT THE ALL TIME HIGH, LOW, OR PREDOMINANT VALUES, ONLY THAT WHICH ARE RELEVANT TO THE PAST YEAR AS REPORTED IN THE TREND MULTIPLE LISTING SERVICE.

NOTICE TO BORROWER

THE APPRAISER CANNOT DISCUSS THIS REPORT WITH ANY PARTY NOT AN INTENDED USER (PRIVACY LAWS) AND THE APPRAISER IS UNDER NO OBLIGATION TO "UPDATE", "RECERTIFY", OR OTHERWISE MODIFY THIS REPORT IN VIOLATION OF ADVISORY OPINIONS ISSUED BY THE APPRAISAL FOUNDATIONS USPAP, EXCEPT TO MAKE CORRECTIONS TO ACTUAL ERRORS.

THE APPRAISER CAN DEVELOP A NEW APPRAISAL IN A NEW RELATIONSHIP OF THE SAME PIECE OF PROPERTY DURING THE SAME TIME SO LONG AS ORIGINAL CLIENT-APPRAISER CONFIDENTIALITY PROVISIONS ARE NOT VIOLATED.

Market Conditions

ALL TYPES OF FINANCING ARE AVAILABLE FOR MORTGAGES IN THIS AREA. BUYDOWNS AND SELLER ASSISTANCE ARE COMMON WITH NO AFFECT ON THE MARKET. A REVIEW OF CURRENT LISTINGS AND UNDER CONTRACT SALES INDICATE THAT PROPERTY VALUES ARE STABLE. ESTIMATED MARKETING TIMES HAVE HISTORICALLY RANGED FROM 3-6 MONTHS.

Subject Photo Page

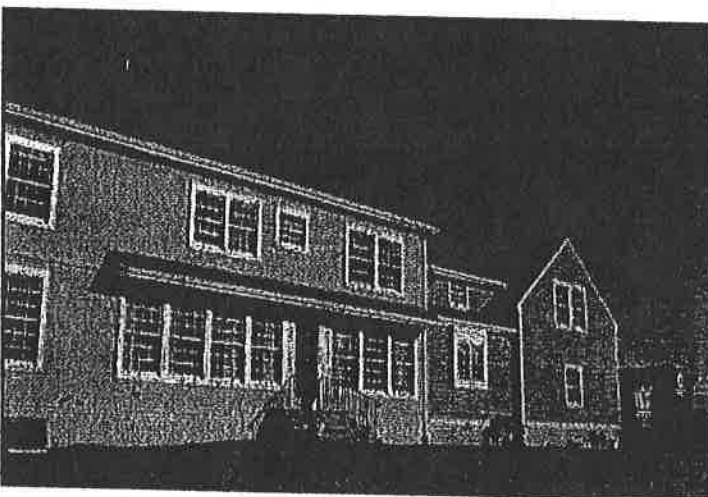
Subject Photo Page

Borrower	JACOBS				
Property Address	817 MATLACK DRIVE				
City	MOORESTOWN	County	BURLINGTON	State	NJ
Client	COMMERCE BANK, N.A.			Zip Code	08057

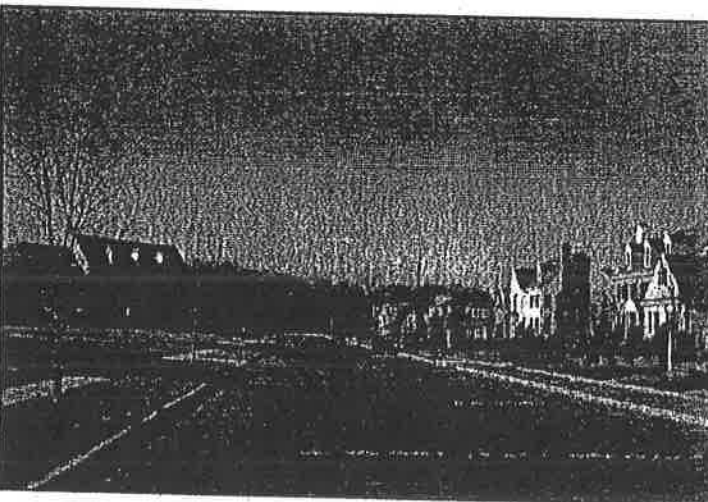


Subject Front

817 MATLACK DRIVE
Sales Price 2,040,000
Gross Living Area 6,272
Total Rooms 12
Total Bedrooms 7
Total Bathrooms 7+2
Location AVERAGE
View AVERAGE
Site 25,740 Sq.Ft.
Quality GOOD
Age 1



Subject Rear

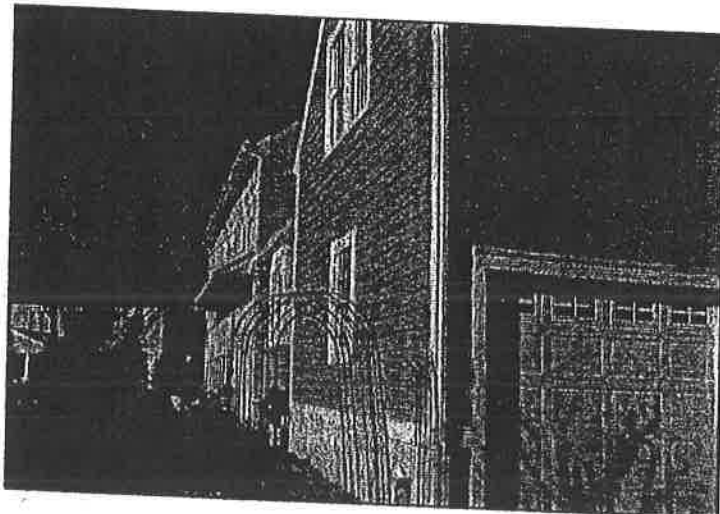
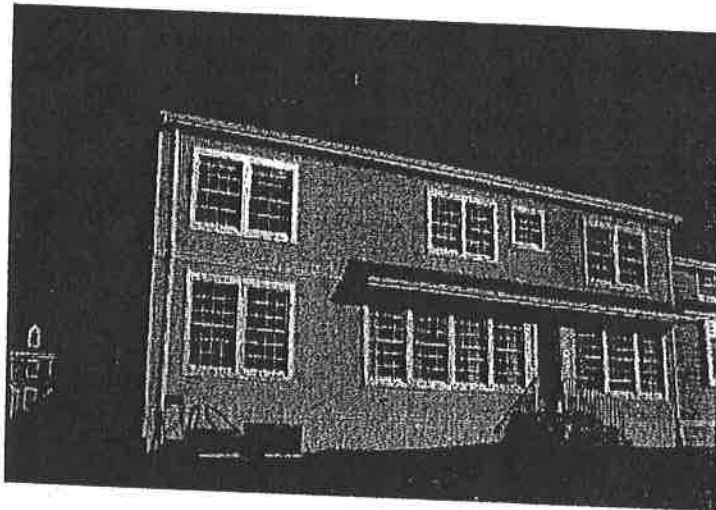
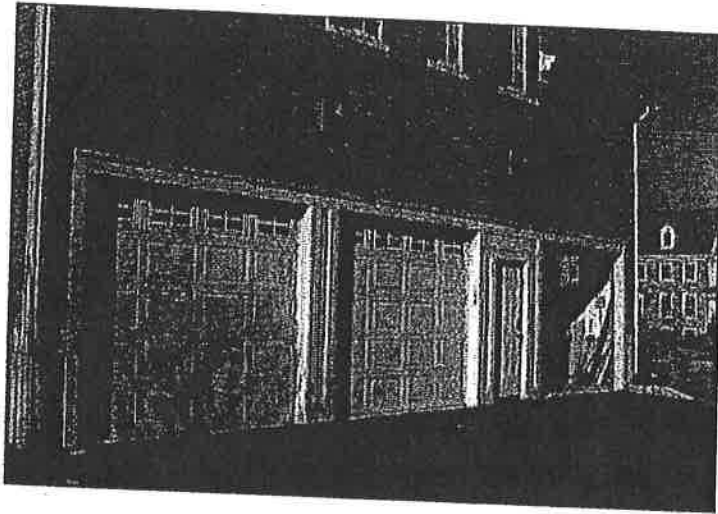


Subject Street

File No. 7CB214 Page #13 of 18

Photograph Addendum

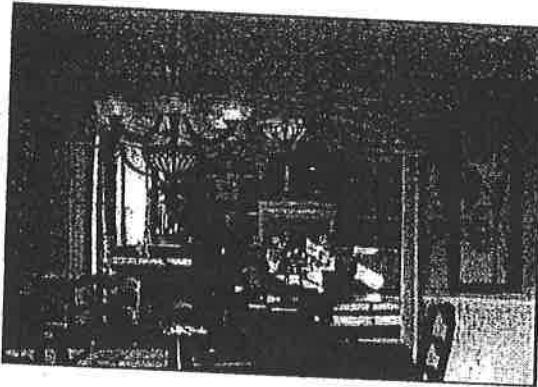
Borrower	JACOBS						
Property Address	817 MATLACK DRIVE						
City	MOORESTOWN	County	BURLINGTON	State	NJ	Zip Code	08057
Client	COMMERCE BANK, N.A.						



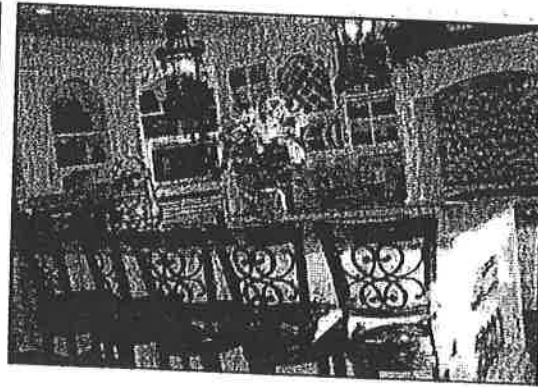
File No. 7C8214 Page #14 of 18

Photograph Addendum

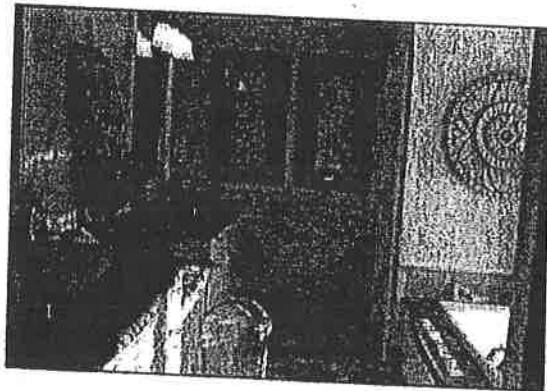
Borrower	JACOBS			
Property Address	817 MATLACK DRIVE			
City	MOORESTOWN	County	BURLINGTON	
Client	COMMERCE BANK, N.A.	State	N.J.	Zip Code 08057



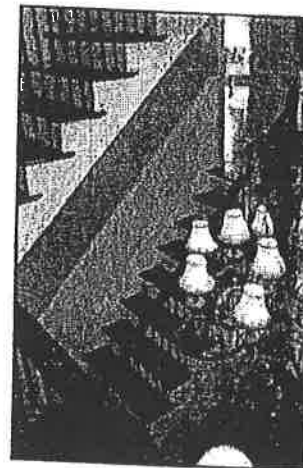
Comments:



Comments:



Comments:

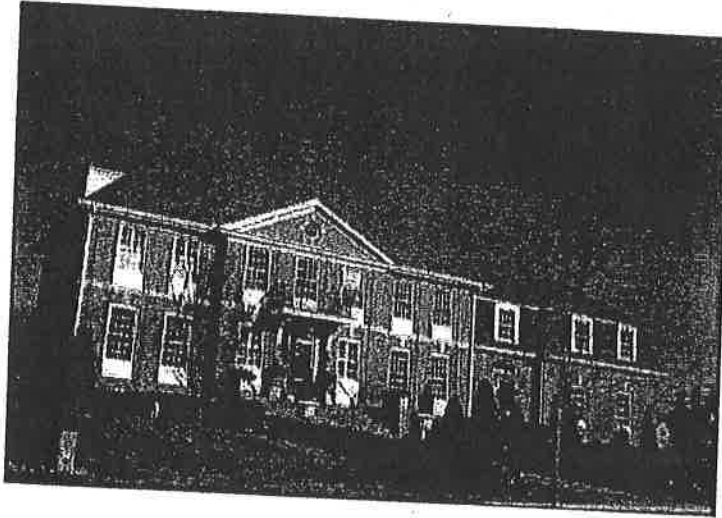


Comments:

File No. 7C0214 Page #15 of 18

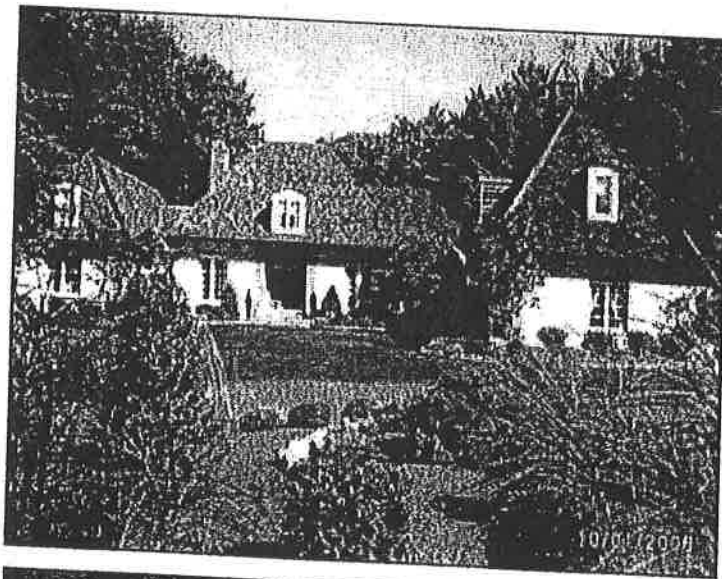
Comparable Photo Page

Borrower	JACOBS				
Property Address	817 MATLACK DRIVE				
City	MOORESTOWN				
Client	COMMERCE BANK, N.A.	County	BURLINGTON	State	N.J.
				Zip Code	08057



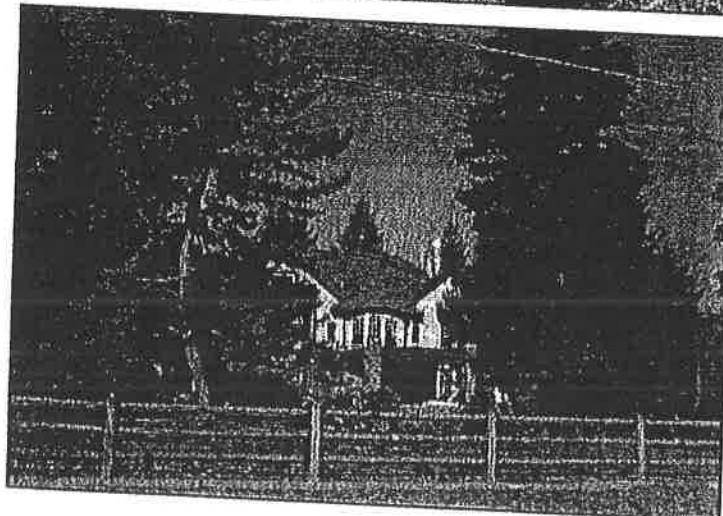
Comparable 1

804 MATLACK DRIVE
Prox. to Subject 0.03 miles E
Sales Price 1,850,000
Gross Living Area 5,643
Total Rooms 10
Total Bedrooms 6
Total Bathrooms 5+2
Location AVERAGE
View AVERAGE
Site 30,000+- Sq.Ft.
Quality GOOD
Age NEW



Comparable 2

807 RIVERTON ROAD
Prox. to Subject 0.18 miles NE
Sales Price 1,900,000
Gross Living Area 5,534
Total Rooms 10
Total Bedrooms 5
Total Bathrooms 5+1
Location AVERAGE
View AVERAGE
Site 2.1+-ACRES
Quality GOOD
Age 10+-



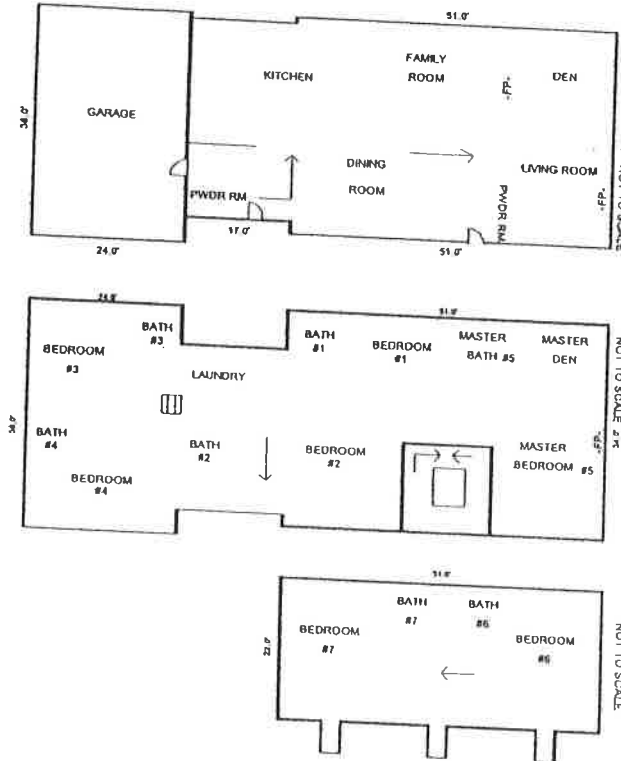
Comparable 3

321 E OAK AVENUE
Prox. to Subject 1.36 miles SE
Sales Price 2,900,000
Gross Living Area 5,446
Total Rooms 13
Total Bedrooms 8
Total Bathrooms 4+1
Location AVERAGE
View AVERAGE
Site 6+-ACRES
Quality AVERAGE
Age 91+-

File No. 7CB214 Page #17 of 18

Building Sketch

Borrower	JACOBS	County	BURLINGTON	State	NJ	Zip Code	08057
Property Address	817 MATLACK DRIVE						
City	MOORESTOWN						
Client	COMMERCE BANK, N.A.						



Sketch by Agnes Jr.

Comments:

AREA CALCULATIONS SUMMARY			
Code	Description	Net Size	Net Totals
GLA1	First Floor	2261.0	2261.0
GLA2	Second Floor	3040.0	
	OPEN	-196.0	2844.0
GLA3	Third Floor	1167.0	1167.0
GAR	Garage	864.0	864.0
Net LIVABLE Area		(Rounded)	6272

LIVING AREA BREAKDOWN			
Breakdown			Subtotals
First Floor			
17.0	x	31.0	527.0
34.0	x	51.0	1734.0
Second Floor			
24.0	x	36.0	864.0
17.0	x	26.0	442.0
34.0	x	51.0	1734.0
OPEN			
14.0	x	14.0	-196.0
Third Floor			
3.0	x	5.0	15.0
3.0	x	5.0	15.0
3.0	x	5.0	15.0
22.0	x	51.0	1122.0
10 Items		(Rounded)	6272

Location Map

Borrower	JACOBS
Property Address	817 MATLACK DRIVE
City	MOORESTOWN
Client	COMMERCE BANK, N.A.
County	BURLINGTON
State	NJ
Zip Code	08057

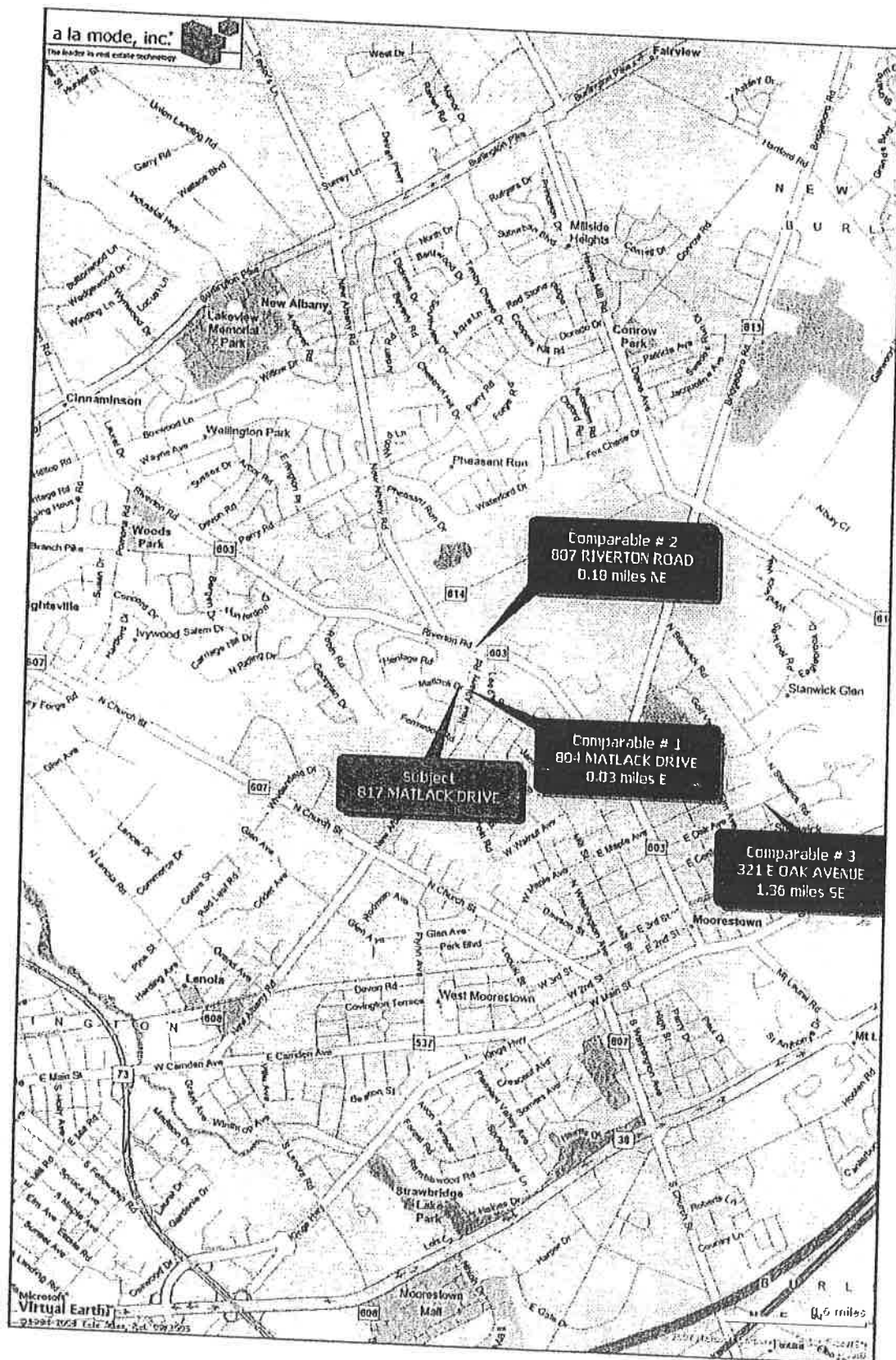


EXHIBIT H

Grueneberg Law Group, LLC

Attorneys at Law
704 EAST MAIN STREET
BUILDING "E"

MOORESTOWN, NJ 08057
Telephone: (856) 235-6710
Telecopier: (856) 235-6898

*Member of New Jersey
and Pennsylvania Bar

RUDI R. GRUENEGBERG*
Managing Member

Writer's Direct Email:
RGrueenberg@rglawgroup.com

January 10, 2008

**via telecopy (856) 466-4744
and First Class Mail**

Edward J. Hovatter, Esquire
Sherman, Silverstein, Kohl,
Rose & Podolsky, P.A.
Fairway Corporate Center
4300 Haddonfield Road, Suite 311
Pennsauken, NJ 08109

**Re: Reed to Jacobs
Property: 817 Matlack Drive
Moorestown, NJ 08057
Closing Date: February 7, 2007**

Dear Ed:

This letter follows our prior telephone conversations this week regarding the above-referenced matter. I received a copy of the Appraisal of 817 Matlack Drive completed by Robert J. Jones, Jr. on behalf of Commerce Bank. During the course of our conversation on Monday, January 7, 2007, I indicated that the Reeds had agreed to extend the mortgage commitment date through Friday or longer if necessary in order to permit Commerce Bank the necessary time to review the Appraisal and resolve the errors contained in the Appraisal. The Appraisal is incorrect in several critical areas, including: (i) stating that there was no attic when in fact, the attic is finished with approximately 1,167 square feet of finished space; (ii) the residence has fourteen (14) rooms – not twelve (12) as listed in the Appraisal; and (iii) the home has three (3) fireplaces as opposed to the two (2) listed in the Appraisal. The actual square footage of the property for the first and second floors, together with the finished third floor attic is 7,330, not 6,272. It is puzzling that the appraiser referenced the completion of the third floor into two bedroom suites with separate bathrooms on page one (1) of the appraisal, but then failed to incorporate the square footage into the final calculation. The additional square footage certainly increases the fair market value of the property to at least the contract purchase price.

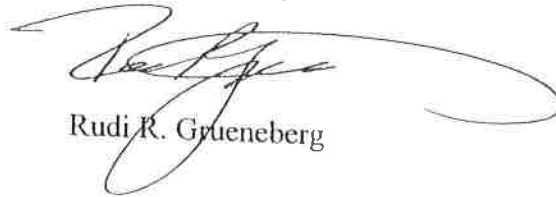
There are additional issues with respect to the comparable sales utilized by the appraiser. Comparable Property # 1, 804 Matlack Drive has only 5 bedrooms as opposed to the 7 bedrooms contained in the subject property and the 804 property has 4 full bathrooms as opposed to the 7 full baths in the subject property. The correction of the errors contained in the Appraisal would significantly increase the appraised value of the property to in excess of the contract purchase

Edward J. Hovatter, Esquire
January 10, 2007
Page 2 of 2

price of \$2,040,000.00. Unfortunately, it is my understanding that the Jacobs have directed Commerce Bank to withdraw their pending mortgage application together with the review process of the appraisal initiated in accordance with the procedures of Commerce Bank. The Jacobs are required to exercise good faith I attempting to obtain a mortgage commitment in accordance with the provisions of paragraph 9 of the Contract for Sale. Their directive to Commerce Bank to terminate the review of the Appraisal certainly does not meet this standard.

Please give me a call at your earliest convenience to review the foregoing.

Very truly yours,



Rudi R. Grueneberg

RRG/mbm

cc: Frank and Christina Reed
B.T. Edgar & Son

EXHIBIT I

Sherman, Silverstein, Kohl, Rose & Podolsky, P.A.

A Professional Corporation
Fairway Corporate Center
4300 Haddonfield Road - Suite 311
Pennsauken, New Jersey 08109
Telephone: (856) 662-0700 - Facsimile: (856) 488-4744
www.sskrplaw.com

Edward J. Hovatter, Esquire

Direct Dial: (856) 661-2091
e-mail: ehovatter@sskrplaw.com

January 28, 2008

Via Fax (856-235-6898) and Regular Mail

Rudi Grueneberg, Esquire
Grueneberg Law Group, LLC
704 East Main Street, Building "E"
Moorestown, NJ 08057

Re: 817 Matlack Street, Moorestown, NJ
My Clients: Miriam Jacobs and Scott and Traci Jacobs, Husband and Wife
Your Clients: Frank J. Reed, III and Christina A. Reed, Husband and Wife
Our File No.: 10657.101

Dear Rudi:

To follow-up from our telephone conferences of January 14 and 24, 2008, I was quite surprised to receive your January 10, 2008 letter alleging, among other things, that my clients have withdrawn their mortgage application with Commerce Bank. To the contrary, following the Appraisal prepared by Robert J. Jones, Jr., IFA (the "Appraisal"), Commerce Bank conducted a Field Review in its normal course, and the Field Review confirmed the fair market value established by the Appraisal. Commerce Bank requires the Field Review and will underwrite the loan based upon the lower of the two values. In this case, the values were the same at \$1,950,000.00.

I must take issue and exception with your clients' position that the Jacobs have failed to exercise good faith in obtaining a mortgage. Directing your attention to the Contract for Sale (the "Contract"), as you well know, Paragraph 9 requires the Buyer to make application to the lender within seven (7) days after the expiration of the Attorney Review Period, and supply all necessary information to that lender in order to have the loan proceed through the underwriting process. All of the foregoing occurred pursuant to the Contract.

To compound matters, I am told that your clients met Scott and Traci's realtor at their property on January 13, 2008, and informed her that Mr. and Mrs. Reed were seeking to retain my client's deposit for their failure to exercise "good faith." I would ask your clients what else they would have liked the Buyer to do? Moreover, and more importantly, the Contract requires

Rudi Grueneberg, Esquire

Page 2

that the appraised value be equal to or greater than the purchase price. That is simply not the case.

At this juncture, I would ask that you discuss the foregoing with your clients, and authorize the release of Buyer's deposit. I would like to resolve this issue in amicable fashion rather than resorting to further legal action.

Thank you for your kind courtesy and attention and I look forward to hearing from you.

Very truly yours,

SHERMAN, SILVERSTEIN, KOHL, ROSE & PODOLSKY, P.A.
A Professional Corporation



Edward J. Hovatter

EJH/sjs

cc: Scott Jacobs (via e-mail)
Holly Donahue
Melissa Young
Louise Marsh Carter

Sherman, Silverstein, Kohl, Rose & Podolsky, P.A.

A Professional Corporation
Fairway Corporate Center
4300 Haddonfield Road - Suite 311
Pennsauken, New Jersey 08109
Telephone: (856) 662-0700 - Facsimile: (856) 488-4744
www.sskrplaw.com

Edward J. Hovatter, Esquire

Direct Dial: (856) 661-2091
e-mail: ehovatter@sskrplaw.com

February 11, 2008

Via Fax Only

Rudi Grueneberg, Esquire
Grueneberg Law Group, LLC
704 East Main Street, Building "E"
Moorestown, NJ 08057

Re: 817 Matlack Street, Moorestown, NJ
My Clients: Miriam Jacobs and Scott and Traci Jacobs, Husband and Wife.
Your Clients: Frank J. Reed, III and Christina A. Reed, Husband and Wife
Our File No.: 10657.101

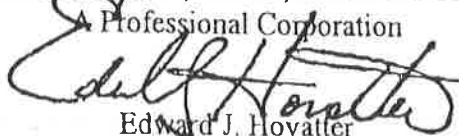
Dear Rudi:

I am in receipt of your e-mail transmission of February 7, 2008, and disagree with your position. I also wanted to follow-up from the conference call we conducted on February 8, 2008 with my partner, John Hanamirian, Esquire. I am writing to you one last time to ask that the Termination Agreement previously provided to you be executed and returned to me so that I may present it to the Escrow Agent and have the deposit released to my clients.

If I do not have the executed Termination Agreement faxed to me by the close of business on February 14, 2008, we shall immediately proceed to file suit against your clients.

Very truly yours,

SHERMAN, SILVERSTEIN, KOHL, ROSE & PODOLSKY, P.A.

A Professional Corporation

Edward J. Hovatter

EJH/jk

cc: Scott Jacobs (via e-mail)
John Hanamirian, Esquire
Jeffrey P. Resnick, Esquire
Holly Donahue
Melissa Young
Louise Marsh Carter

EXHIBIT J

Grueneberg Law Group, LLC

Attorneys at Law

704 EAST MAIN STREET

BUILDING "E"

MOORESTOWN, NJ 08057

Telephone: (856) 235-6710

Telecopier: (856) 235-6898

*Member of New Jersey
and Pennsylvania Bar

RUDI R. GRUENEBERG*
Managing Member

Writer's Direct Email:
RGruneberg@rglawgroup.com

February 14, 2008

*via telecopy (856) 466-4744
and First Class Mail*

Edward J. Hovatter, Esquire
Sherman, Silverstein, Kohl,
Rose & Podolsky, P.A.
Fairway Corporate Center
4300 Haddonfield Road, Suite 311
Pennsauken, NJ 08109

**Re: Reed to Jacobs
Property: 817 Matlack Drive
Moorestown, NJ 08057
Closing Date: February 7, 2007**

Dear Ed:

This letter is in response to your correspondence dated February 11, 2008, as well as our conversations and correspondences throughout the course of this transaction. The issue involving the erroneous appraisal and the duties and obligations thereunder have been discussed at length on a number of occasions and will not be repeated. In accordance with our discussions on Monday, I reached out to the Reeds in an effort to bring this matter to a conclusion with the Reeds and Jacobs releasing their respective claims arising out of the Contract.

The Reeds have authorized a settlement whereunder, the sum of \$25,000.00 from the deposit will be released to them with the remaining balance of \$25,000.00 together with all interest accrued thereon to be released to the Jacobs. The parties will further execute a Release releasing their respective claims against each other in this matter. Please advise whether the Jacobs are in agreement with the foregoing. This letter is written for settlement purposes only and is without waiver or prejudice to any and all rights, claims and causes of action of the Reeds in this matter.

I look forward to reviewing the foregoing at your convenience.

Very truly yours,

/s/ Rudi R. Grueneberg

Rudi R. Grueneberg

RRG/mbm

cc: Frank and Christina Reed

EXHIBIT K

BURLINGTON COUNTY
SUPERIOR COURT
49 RANOCAS ROAD
MT HOLLY NJ 08060

TRACK ASSIGNMENT NOTICE

COURT TELEPHONE NO. (609) 518-2815
COURT HOURS

DATE: MAY 07, 2008
RE: JACOBS VS REED III
DOCKET: BUR L -001418 08

THE ABOVE CASE HAS BEEN ASSIGNED TO: TRACK 2.

DISCOVERY IS 300 DAYS AND RUNS FROM THE FIRST ANSWER OR 90 DAYS
FROM SERVICE ON THE FIRST DEFENDANT, WHICHEVER COMES FIRST.

THE PRETRIAL JUDGE ASSIGNED IS: HON KAREN L. SUTER

IF YOU HAVE ANY QUESTIONS, CONTACT TEAM 002
AT: (609) 518-2815.

IF YOU BELIEVE THAT THE TRACK IS INAPPROPRIATE YOU MUST FILE A
CERTIFICATION OF GOOD CAUSE WITHIN 30 DAYS OF THE FILING OF YOUR PLEADING.

PLAINTIFF MUST SERVE COPIES OF THIS FORM ON ALL OTHER PARTIES IN ACCORDANCE
WITH R.4:5A-2.

ATTENTION:

ATT: JEFFREY P. RESNICK
SHERMAN SILVERSTEIN KOHL R & P
4300 HADDONFIELD RD STE 311
PENNSAUKEN NJ 08109-5884

JUAMP4



CIVIL CASE INFORMATION STATEMENT (CIS)

Use for initial Law Division – Civil Part pleadings (not motions) under Rule 4:5-1.

Pleading will be rejected for filing, under Rule 1:5-6(c), if information above the black bar is not completed or if attorney's signature is not affixed.

FOR USE BY CLERK'S OFFICE ONLY

PAYMENT TYPE CK CG CA

CHG/CK NO.

AMOUNT: 7 A 9 09

OVERPAYMENT: 0 00 00 00

BATCH NUMBER:

ATTORNEY/PRO SE NAME
JEFFREY P. RESNICK, ESQUIRE

TELEPHONE NUMBER
(856) 662-0700

COUNTY OF VENUE
BURLINGTON

FIRM NAME (If applicable)
SHERMAN, SILVERSTEIN, KOHL, ROSE & PODOLSKY, P.A.

DOCKET NUMBER (When available)
Sum L 1418-08

OFFICE ADDRESS
4300 HADDONFIELD ROAD, SUITE 311
PENNSAUKEN, NEW JERSEY 08109

DOCUMENT TYPE
COMPLAINT

JURY DEMAND
☒ YES ☐ NO

NAME OF PARTY (e.g., John Doe, Plaintiff)
SCOTT JACOBS and TRACI JACOBS,
husband and wife and MIRIAM
JACOBS, Plaintiffs

CAPTION
SCOTT JACOBS and TRACI JACOBS, husband and wife and MIRIAM
JACOBS v. FRANK J. REED, III and CHRISTINA A. REED, husband and
wife and B.T. EDGAR & SON.

CASE TYPE NUMBER
(See reverse side
for listing) 599

IS THIS A PROFESSIONAL MALPRACTICE CASE? ☐ YES ☒ NO
IF YOU HAVE CHECKED "YES," SEE N.J.S.A. 2A:53A-27 AND APPLICABLE CASE LAW REGARDING
YOUR OBLIGATION TO FILE AN AFFIDAVIT OF MERIT.

RELATED CASES
PENDING? ☐ YES ☒ NO

IF YES, LIST DOCKET
NUMBERS

DO YOU ANTICIPATE ADDING
ANY PARTIES (arising out of
same transaction or occurrence)? ☐ YES ☒ NO

NAME OF DEFENDANT'S PRIMARY INSURANCE COMPANY, IF KNOWN
☒ NONE ☐ UNKNOWN

THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE.

CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION

A. DO PARTIES HAVE A CURRENT, PAST OR RECURRENT RELATIONSHIP? ☒ YES ☐ NO
IF YES, IS THAT RELATIONSHIP ☐ EMPLOYER-EMPLOYEE ☐ FRIEND/NEIGHBOR ☐ OTHER (explain) _____
☐ FAMILIAL ☒ BUSINESS

B. DOES THE STATUTE GOVERNING THIS CASE PROVIDE FOR PAYMENT OF FEES BY THE LOSING PARTY? ☐ YES ☒ NO

USE THIS SPACE TO ALERT THE COURT TO ANY SPECIAL CASE CHARACTERISTICS THAT MAY WARRANT INDIVIDUAL MANAGEMENT OR ACCELERATED DISPOSITION:

DO YOU OR YOUR CLIENT NEED ANY DISABILITY ACCOMMODATIONS? ☐ YES ☒ NO

IF YES, PLEASE IDENTIFY THE REQUESTED ACCOMMODATION: _____

WILL AN INTERPRETER BE NEEDED? ☐ YES ☒ NO

IF YES, FOR WHAT LANGUAGE: _____

ATTORNEY SIGNATURE

SIDE 2



CIVIL CASE INFORMATION STATEMENT (CIS)

Use for initial pleadings (not motions) under *Rule 4:5-1*

CASE TYPES (Choose one and enter number of case type in appropriate space on the reverse side.)

Track I — 150 days' discovery

- 151 NAME CHANGE
- 175 FORFEITURE
- 302 TENANCY
- 399 REAL PROPERTY (other than Tenancy, Contract, Condemnation, Complex Commercial or Construction)
- 502 BOOK ACCOUNT
- 505 OTHER INSURANCE CLAIM (INCLUDING DECLARATORY JUDGMENT ACTIONS)
- 506 PIP COVERAGE
- 510 UM or UIM CLAIM
- 511 ACTION ON NEGOTIABLE INSTRUMENT
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- 305 CONSTRUCTION
- 509 EMPLOYMENT (other than CEPA or LAD)
- 602 ASSAULT AND BATTERY
- 603 AUTO NEGLIGENCE – PERSONAL INJURY
- 605 PERSONAL INJURY
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- 005 CIVIL RIGHTS
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- 604 MEDICAL MALPRACTICE
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- 156 ENVIRONMENTAL/ENVIRONMENTAL COVERAGE LITIGATION
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Mass Tort (Track IV)

- | | |
|---|--------------|
| 240 REDUX/PHEN-FEN (formerly "DIET DRUG") | 601 ASBESTOS |
| 248 CIBA GEIGY | 619 VIOXX |
| 264 PPA | |

999 OTHER (Briefly describe nature of action) _____

If you believe this case requires a track other than that provided above, please indicate the reason on Side 1, in the space under "Case Characteristics."

Please check off each applicable category:

☐

Verbal Threshold

☐

Putative Class Action

☐

Title 59

SHERMAN SILVERSTEIN KOHL ROSE & PODOLSKY, P.A.
Jeffrey P. Resnick, Esquire
Fairway Corporate Center
4300 Haddonfield Road
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Pennsauken, New Jersey 08109
Telephone: (856) 662-0700
Facsimile: (856) 488-4744
Attorneys for Plaintiffs

DEPUTY CLERK
SUPERIOR COURT
BURLINGTON COUNTY

2008 MAY -7 A 9:09

FILED & RECEIVED

Scott Jacobs and Traci Jacobs, husband and
wife,
350 Tom Brown Road
Moorestown, New Jersey 08057,

and

Miriam Jacobs
5 South Nassau Avenue
Margate, New Jersey 08403,

Plaintiffs,

v.

Frank J. Reed, III and Christina A. Reed,
husband and wife,
817 Matlack Street
Moorestown, New Jersey 08057,

and

B.T. Edgar & Son
27 E. Main Street
Moorestown, New Jersey 08057,

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION-BURLINGTON COUNTY

Docket No. *Bur L 1418-08*

Civil Action

Complaint
Jury Trial Demanded

COUNT ONE

1. The plaintiffs are Scott Jacobs and Traci Jacobs, husband and wife, with an
address of 350 Tom Brown Road, Moorestown, New Jersey 08057.

2. The plaintiff is Miriam Jacobs, with an address of 5 South Nassau Avenue, Margate, New Jersey 08403. Plaintiffs are collectively referred to as "plaintiffs" or "Buyers."

3. The defendants are Frank J. Reed, III and Christina A. Reed, husband and wife ("defendants" or "Sellers"), with an address of 817 Matlack Street, Moorestown, New Jersey 08057.

4. The defendant is B.T. Edgar & Son, 27 E. Main Street, Moorestown, New Jersey 08057.

5. By Contract for Sale dated December 8, 2007 ("Contract"), defendants agreed to sell the real property situated at Block 3803, Lot 2, commonly referred to 817 Matlack Drive, Moorestown, New Jersey 08057 (the "Property") to plaintiffs Scott and Traci Jacobs. A copy of the Contract is attached as Exhibit "A."

6. During the Attorney Review Period, a Rider to Contract for Sale (the "Rider") dated December 18, 2007 was executed. A copy of the Rider is attached as Exhibit "B."

7. Paragraph 1 of the Rider included Miriam Jacobs as a Buyer of the Property.

8. In addition, the Rider, among other things, contains the following provision:

7. Paragraph 42 of the Contract (Additional Contract Provisions) shall be amended and restated as follows:

. . .B. ...Buyer's obligation to purchase the property shall be contingent upon the Lender's appraisal being equal to or greater than the Purchase Price. In the event that the Lender's appraisal is less than the Purchase Price, the Buyer shall be entitled to cancel the Contract upon written notice to the Seller and Seller's agent on or before the Mortgage Commitment Date whereupon the deposit shall be returned to Buyer and neither party shall have any further liability or obligation to the other hereunder.

9. The Contract provides for a Purchase Price of \$2,040,000.

10. Consistent with their obligations, Buyers tendered a \$50,000 deposit to B. T. Edgar & Son (the "Escrow Holder") to be placed into an interest bearing escrow account.

11. The Mortgage Amount pursuant to the Contract, after Sellers' concessions, was \$1,632,000.

12. Pursuant to the Contract and Rider, Buyers were to produce a Mortgage Commitment on or before January 7, 2008.

13. On January 4, 2008, Buyers' counsel received a facsimile transmission from their Lender's senior loan officer providing a Statement of Credit Denial Termination or Change ("Lender's Denial") setting forth the following reasons for not being able to provide financing, "value or type of collateral not sufficient/unacceptable property." A copy of the Lender's Denial is attached as Exhibit "C."

14. Buyers also received a copy of the Appraisal of Real Property (the "Appraisal") prepared for Lender by its appraiser, Robert J. Jones, Jr. ("Lender's Appraiser"), establishing the appraised value for the property at \$1,950,000 which is less than the Purchase Price. A copy of the Appraisal is attached as Exhibit "D."

15. Buyers were further advised by their Lender that a second "Field Review" occurred, following the Appraisal, to confirm the appraised value; the Field Review was consistent with the appraised value of \$1,950,000.

16. On January 7, 2008, Buyers' counsel sent Sellers' counsel a letter providing him with the Lender's Denial, together with the Lender's Appraisal, and notice of termination of the Contract. A copy of the letter is attached as Exhibit "E."

17. Buyers' counsel asked for written authorization allowing the Deposit held by Escrow Holder to be released to Buyers pursuant to the Contract.

18. Sellers refused to authorize the release of the Deposit, contending that the Lender's Appraisal was "incorrect."

19. Buyers again asked for a return of the Deposit explaining that any issues Sellers had with the Appraisal were solely between the Sellers and the Lender's Appraiser.

20. Sellers have unjustifiably refused to release the Deposit monies.

21. B.T. Edgar & Son has refused to release the Deposit monies unless directed by Sellers to do so.

22. As a result, plaintiffs/Buyers have been harmed.

WHEREFORE, plaintiffs demand judgment against defendants, jointly and severally, in the sum of \$50,000.00, plus the interest from the account, statutory interest, attorney's fees, and costs of suit.

**SHERMAN, SILVERSTEIN, KOHL,
ROSE & PODOLSKY, P.A.**



Jeffrey P. Resnick, Esquire
4300 Haddonfield Road
Fairway Corporate Center, Suite 311
Pennsauken, NJ 08109
Telephone: (856) 662-0700
Facsimile: (856) 488-4744
Attorneys for Plaintiffs

Dated: 5/1/08

JURY TRIAL DEMAND

Please take notice that the plaintiffs demand a trial by jury as to all issues in the above matter.

SHERMAN, SILVERSTEIN, KOHL,
ROSE & PODOLSKY, P.A.

By: _____

Jeffrey P. Resnick, Esquire
4300 Haddonfield Road
Fairway Corporate Center, Suite 311
Pennsauken, NJ 08109
Telephone: (856) 662-0700
Facsimile: (856) 488-4744
Attorneys for Plaintiffs

Dated: 5/1/08

CERTIFICATION PURSUANT TO R. 4:5-1

The undersigned hereby certifies as follows:

1. That to the best of my knowledge and belief, this matter in controversy is not the subject of any other action pending in any court of a pending arbitration proceeding, nor is there any such proceeding contemplated at this time by the plaintiffs.

2. That, to the best of my knowledge and belief, there are no other persons who must be jointed in this action.

SHERMAN/SILVERSTEIN, KOHL,
ROSE & PODOLSKY, P.A.

By: _____

Jeffrey P. Resnick, Esquire
4300 Haddonfield Road
Fairway Corporate Center, Suite 311
Pennsauken, NJ 08109
Telephone: (856) 662-0700
Facsimile: (856) 488-4744
Attorneys for Plaintiffs

Dated: 5/1/08

DESIGNATION OF TRIAL COUNSEL

PLEASE TAKE NOTICE, that, pursuant to the New Jersey Court Rules, the undersigned is designated as trial counsel in the above captioned matter.

SHERMAN, SILVERSTEIN, KOHL,
ROSE & PODOLSKY, P.A.

By: 

Jeffrey P. Resnick, Esquire
4300 Haddonfield Road
Fairway Corporate Center, Suite 311
Pennsauken, NJ 08109
Telephone: (856) 662-0700
Facsimile: (856) 488-4744
Attorneys for Plaintiffs

Dated: 5/1/68

EXHIBIT "A"

Standard Form of Real Estate Sales Contract adopted by the Burlington Camden County Association of REALTORS® and recommended for use only when: (1) A Listing Agreement has been signed by Seller; and (2) the real estate being sold involves a one-to-four family residential property. This form has been certified by the Attorney General to be in compliance with the Plain Language Law. Approval of a consumer contract by the Attorney General only means that simple, understandable and easily readable language is used. It is not an approval of the contract's terms or legality.

CONTRACT FOR SALE OF A ONE-TO-FOUR FAMILY RESIDENTIAL PROPERTY

THIS IS A LEGALLY BINDING CONTRACT THAT WILL BECOME FINAL IN THREE BUSINESS DAYS. DURING THIS PERIOD YOU MAY CHOOSE TO CONSULT AN ATTORNEY WHO CAN REVIEW AND CANCEL THIS CONTRACT. SEE SECTION ON ATTORNEY REVIEW FOR DETAILS.

THIS CONTRACT FOR SALE has been prepared on the 8th day of December, 2007.

BETWEEN Frank J. Reed 3rd & Christina A. Reed the Seller(s)

Whose address is 817 Matlack Drive, Moorestown, NJ 08057

Scott Jacobs and Traci Jacobs and the Buyer(s)

Whose address is 350 Tom Brown Road, Moorestown, NJ 08057

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1. ATTORNEY REVIEW:

A. Study by Attorney:

The Buyer or Seller may choose to have an attorney study this Contract. If an attorney is consulted, the attorney must complete his or her Review of the Contracts within a three-day period. This Contract will be legally binding at the end of this three-day period unless an attorney for the Buyer or the Seller reviews and disapproves of this Contract.

B. Counting the Time:

You count the three days from the date of delivery of the signed Contract to the Buyer and Seller. You do not count Saturdays, Sundays or legal holidays. The Buyer and the Seller may agree in writing to extend the three-day period for attorney review.

C. Notice of Disapproval:

If an attorney for the Buyer or the Seller reviews and disapproves of the Contract, the attorney must notify the REALTOR(S)® and the other party named in this Contract within the three-day period. Otherwise, this Contract will be legally binding as written. The attorney must send notice of disapproval to the REALTOR(S)® by certified mail, by telegram or by delivering it personally. The telegram or certified letter will be effective upon sending. The personal delivery will be effective upon delivery to the REALTOR(S)® office. The attorney may also, but need not, inform the REALTOR(S)® of any suggested revision(s) in the Contract that would make it satisfactory.

2. COMMENCEMENT OF ATTORNEY REVIEW:

The parties acknowledge by their initials the date of delivery of this Contract signed by both Buyer and Seller to be as follows:

INITIALS AS TO BUYER [Signature]
DATE 12/10/07

INITIALS AS TO SELLER [Signature]
DATE 12/09/07

3. NOTICES AND FAX TRANSMISSIONS.

A. Notices:

All notices required in this Contract must be in writing. All notices shall be by certified mail, by telegram, by personal delivery, or by facsimile transmission (fax). The telegram, certified letter or facsimile transmission will be effective upon sending. The personal delivery will be effective upon delivery to the other party. Each party must accept the certified mail, telegram or facsimile transmission sent by the other party. Notices to the Seller shall be addressed as indicated on Line 18 of this Contract. Notices to the Buyer shall be addressed as indicated on Line 22 of this Contract. Notices to the Realtors® shall be addressed to the addresses as indicated in Paragraph 33 of this Contract. Notwithstanding the above, this notice provision shall not apply to Paragraph 1, entitled "Attorney Review," which has its own methods of notice that must be strictly adhered to.

B. Contract, Counter Offer, Addendum, Amendment:

The facsimile transmission (fax) of a signed copy of this Contract, any counter offer, addendum or amendment to the other party or their agent, followed by faxed acknowledgment of receipt, shall constitute delivery of the signed document. The Seller and Buyer agree to confirm the faxed transmission by mailing or personally delivering a clear copy with original signatures to the other party or their agent.

3 of 6

NOTICE

To Buyer and Seller:

Read This Notice Before Signing the Contract

The Law requires real estate brokers to give you the following information before you sign this contract. It requires us to tell you that you must read all of it before you sign. The purpose is to help you in this purchase or sale.

1. As a real estate broker, I represent:

- ☒ The Seller, not the Buyer
☒ The Buyer, not the Seller
☐ Both the Seller and the Buyer
☐ Neither the Seller nor Buyer.

B.T. Edgar & Son

Prudential Fox & Roach

The title company does not represent either the Seller or Buyer.

2. You will not get any legal advice unless you have your own lawyer. Neither I nor anyone from the title company can give legal advice to either the buyer or the seller. If you do not hire a lawyer, no one will represent you in legal matters now or at the closing. Neither I nor the title company will represent you in those matters.
3. The contract is the most important part of the transaction. It determines your rights, risks, and obligations. Signing the contract is a big step. A lawyer would review the contract, help you to understand it, and negotiate its terms.
4. The contract becomes final and binding unless your lawyer cancels it within the following three business days. If you do not have a lawyer, you cannot change or cancel the contract unless the other party agrees. Neither can the real estate broker nor the title insurance company change the contract.
5. Another important service of a lawyer is to order a survey, title report, or other important reports. The lawyer will review them and help to resolve any questions that may arise about the ownership and condition of the property. These reports and survey can cost you a lot of money. A lawyer will also prepare the documents needed to close title and represent you at the closing.
6. A Buyer without a lawyer runs special risks. Only a lawyer can advise a Buyer about what to do if problems arise concerning the purchase of the property. The problems may be about the Seller's title, the size and shape of the property, or other matters that may affect the value of the property. If either the broker or the title company knows about the problems, they should tell you. But they may not recognize the problem, see it from your point of view, or know what to do. Ordinarily, the broker and the title company have an interest in seeing that the sale is completed, because only then do they usually receive their commissions. So their interests may differ from yours.
7. Whether you retain a lawyer is up to you. It is your decision. The purpose of this notice is to make sure that you have the information needed to make your decision.

SELLER

DATE

SELLER

DATE

Listing Broker
(Licensee)

DATE

BUYER

DATE

BUYER

DATE

Selling Broker
(Licensee)

DATE

88
89 **4. SALE, PURCHASE and PROPERTY.**
90

91 The Seller agrees to sell and Buyer agrees to buy under the terms of this Contract:

92 (a) All that land, building(s) and improvements in the Municipality of Moorestown, County of Burlington
93 and State of New Jersey, being commonly known as 817 Matlack Drive identified on
94 the Municipal Tax Map as Block 03803, Lot(s) No(s) 00002
95 A description of the boundaries of the land is either attached as Schedule "A" or appears in Deed Book _____ at
96 page _____, recorded in the Clerk or Register of Deed's Office of Burlington County.
97 (b) All other rights of the Seller in the land.

98
99 **5. PERSONAL PROPERTY and FIXTURES.**

100 The property being transferred includes all fixtures permanently attached to the building(s), all shrubbery, plantings and fencing.
101 Also included:
102 All permanently attached fixtures, wall / wall carpeting, sub zero refrigerator, all window treatments.

103
104
105
106
107
108 Specifically excluded:

109 Swing set, and bathroom hanging mirror.
110
111
112

113
114 **6. PURCHASE PRICE/MANNER OF PAYMENT.**

115 The purchase price is Two Million Forty Thousand Dollars \$ 2,040,000

116 Payable as follows:

117 (1) Deposit paid upon signing of the Contract \$ 50,000
118 (2) Additional deposit to be paid on or before \$ 0
119 (3) At settlement, by certified or cashier's check and/or mortgage company check \$ 1,990,000
120 In the event of assumption of existing first mortgage or by Seller taking back Buyers' mortgage
121 note and mortgage. See Additional Contract Provisions

122
123 PURCHASE PRICE \$ 2,040,000
124
125

126 **7. DEPOSIT MONIES.**

127 All deposit payments made by the Buyer on account of the purchase price shall be held in a ☐ non-interest bearing ☒ interest
128 bearing (W-9 to be supplied to Escrow Holder with deposit) Trust Account of B.T. Edgar & Son who
129 is called the Escrow Holder and shall be applied on account of the purchase price upon compliance by the Buyer with this
130 Contract. In the event the W-9 form is not returned or returned incomplete or unsigned, the down payment monies shall be placed
131 in a Non-interest bearing trust account of the Escrow Holder.

132
133 **8. SUFFICIENT ASSETS.**

134 Buyer represents that as of the signing of this Contract, Buyer has or will have as of the date of settlement, all necessary cash
135 assets, together with the mortgage loan proceeds, to complete settlement. Should the Buyer not have sufficient cash assets at the
136 time of settlement, Buyer will be in breach of Contract and Seller shall be entitled to any remedies as provided by law.

137 Buyer further represents:

138 ☒ the purchase of this property is NOT contingent upon the sale of any other real estate or personal property.
139 ☐ in order to complete settlement, Buyer will require the proceeds from the sale of property located at
140 _____, which is currently under Contract. A copy of such Contract of Sale
141 shall be delivered to Seller, or Seller's agent, at the time of signing of this Contract.

142 ☐ in order to complete settlement, Buyer will require the proceeds from the sale of property located
143 at _____, which is NOT currently under Contract.

144 A right of first refusal provision is attached and made a part of this Contract of Sale.
145

146 Seller represents that as of the date of settlement, Seller will have sufficient assets, including, but not limited to, the equity in the
147 property, to satisfy all liens, encumbrances and costs to complete settlement.
148

149 **9. MORTGAGE CONTINGENCY, PLACEMENT FEE (POINTS), COMMITMENT DATE:**

150 If payment of the purchase price requires a mortgage loan other than by the Seller or other than assumption of Seller's
151 mortgage, the Buyer shall apply for the loan in writing on lender's standard form within seven (7) days after the expiration of
152 the Attorney Review period (Paragraph 1) and use their best efforts to obtain it. The Buyer shall supply all necessary
153 information and fees required by the proposed lender and shall authorize the lender to communicate with the real estate
154 broker(s) and involved attorney(s). The Buyer shall obtain a written commitment from an established mortgage lender to make
155 a loan on the property under the following terms.

156 Principal Amount: \$ 1,632,000.00 Type of Mortgage: () VA () FHA ☒ Conventional () Other.

157 Term of Mortgage: 30 years, with monthly payments based on a 30 year payment schedule.

158 If VA guaranteed or FHA insured, minimum amount of appraisal required: \$ N/A, See FHA/VA
159 AMENDATORY CLAUSE attached to and made part of this contract.

160 At settlement, Seller shall also pay \$ 50,000.00 to be applied toward Buyer's escrow items, closing costs, and/or points.

161 This amount shall not exceed the maximum credit permitted by Buyer's Mortgage Lender. Each "point" being 1% of Buyer's
162 mortgage loan.
163

164
165
166 The written mortgage commitment must be delivered to the Seller's agent who is the Listing Broker identified in Paragraph 33
167 no later than the 7 day of January, 2008. Should Buyer require additional time to obtain the written
168 mortgage commitment, the commitment date shall automatically be extended for a period not to exceed _____ days. If such

extension shall cause the commitment date to extend beyond the settlement date specified in paragraph 14 then the settlement date shall be extended for _____ days after the revised commitment date. In the event the mortgage commitment is not delivered by the specified date, or any extended date permitted by the Seller, this Contract shall be deemed null and void. In that event, the deposit monies paid by the Buyer, shall be returned to the Buyer unless failure to obtain the mortgage commitment is the result of the Buyer's negligence or intentional conduct or failure to diligently pursue the mortgage application.

10. INSPECTION BY LENDERS, SURVEYORS: CERTIFICATIONS & REPAIRS.

Seller agrees to permit inspections of the property by authorized appraisers, inspectors and surveyors that may be requested by Buyer and/or Buyer's mortgage lender.

All mandatory certifications required by the Buyer's mortgage lender shall be paid for by the Buyer, except as otherwise provided in this Contract.

All mandatory repairs required by the Buyer's mortgage lender, or as a condition of those certifications, shall be accomplished before settlement at the Seller's expense, except as otherwise noted in this Contract. If the total cost of those repairs is more than \$ 200.00, this Contract may be declared null and void at the option of the Seller and all deposit monies paid by the Buyer toward the purchase price shall be refunded to the Buyer, without further liability to the Seller, or the Buyer may elect to make the repairs in excess of \$ 200.00 at the Buyer's expense and in that event, this contract shall remain in full force and effect.

11. FLOOD AREAS.

The federal and state governments have designated certain areas as flood areas. If the property is located in a flood area, the use of the property may be limited. The Seller is not aware that the property is in a flood area; however, this does not ensure that your lender may not require flood insurance. If Buyer's inquiry reveals that the property is in a flood area, the Buyer may cancel this Contract within ten (10) business days after the expiration of the Attorney Review Period. If the mortgage lender requires "flood insurance" then the Buyer shall be responsible for obtaining such insurance on the property.

12. POSSESSION, OCCUPANCY and TENANCIES.

Possession and occupancy will be given to Buyer at time of settlement. However, if the property is to be tenant occupied as of the date of settlement, see **TENANCY ADDENDUM** and leases attached and made a part of this contract.

13. DATES AND TIME FOR PERFORMANCE.

The Seller and the Buyer agree that all dates and times for performance of this Contract are **OF THE ESSENCE**.

This means that the Seller and Buyer must perform what is required of them within the time limits set by this Contract, or be in default, except as provided in this Contract.

14. SETTLEMENT TIME and PLACE.

Settlement is the meeting at which time the Seller transfers ownership of the property by Deed to the Buyer and the Buyer pays the Seller the remainder of the purchase price.

Settlement shall take place at Infinity Title Co. - 33 E. Main St., Moorestown, NJ or at such place as may be required by the mortgage lender on the 7th day of February, 2008 at 4:00 o'clock P.M. The date, but not the hour, shall be of the essence. Where there is a designated title insurance company, the proceeds check will be issued by it or by its authorized agent.

15. SETTLEMENT COSTS and MONEY ADJUSTMENTS.

Seller shall pay for the preparation of the Deed, realty transfer fee, lien discharge fees, if any, and one-half of the title company charges for disbursements and attendance allowed by the Commissioner of Insurance; but all searches, title insurance premium and other conveyancing expenses are to be paid for by the Buyer, unless the Seller and the Buyer provide differently in writing.

Seller and Buyer shall make prorated adjustments at settlement for items which have been paid by Seller or are due from Seller such as taxes, water and sewer charges which could be claims against the property, rental and security deposits, association and condominium dues, and fuel in Seller's tank. Adjustments of fuel shall be based upon physical inventory and pricing by the Seller's supplier; such determination shall be conclusive.

If Buyer is assuming Seller's mortgage loan, Buyer shall credit Seller for all monies such as taxes and insurance premiums paid in advance or on deposit with Seller's mortgage lender. Buyer shall receive a credit for monies which the Seller owes to Seller's Mortgage lender, such as current interest or a deficit in the mortgage escrow account. There shall be no adjustment on any Homestead Rebate due or to become due.

16. DEED and OTHER DOCUMENTS REQUIRED FOR SETTLEMENT.

A Deed is a written document used to transfer ownership of property. Seller agrees to provide and the Buyer agrees to accept a Bargain and Sale Deed with Covenants against Grantor's (Seller's) acts. This means that the Seller has done nothing to encumber the title while being the owner. If the Seller is a corporation, it will also deliver a corporate resolution authorizing the sale. The Seller shall give to the Buyer and/or title company an Affidavit of Title and executed IRS 1099S form for reporting the sale. An Affidavit of Title is a sworn statement which contains information clarifying the Seller's ownership of the property, such as marital status, right of tenants, claims on record against people having similar name as Seller.

Seller(s) state they are, are not, foreign persons or non-resident aliens for the purpose of U.S. income taxation and will, if required, provide a certificate of non-foreign status at, or before, settlement as to each Seller.

17. CERTIFICATE OF OCCUPANCY AND ZONING COMPLIANCE.

Seller makes no representation concerning existing zoning ordinances except that Seller's use of the property is not presently in violation of any zoning ordinances and its present use as a single family dwelling may be continued.

Some municipalities may require a Certificate of Occupancy or Housing Code Letter to be issued. If any is required for this property, Seller shall obtain it at Seller's expense and shall be responsible to make and pay for any repairs required in order to obtain the Certificate or Letter. However, if this expense should exceed \$ 300.00 to the Seller, then the Seller may terminate this contract and refund to the Buyer all deposit monies plus Buyer's reasonable expenses, if any, in preparing to make settlement. The Buyer may elect to make repairs in excess of \$ 300.00 at the Buyer's expense. In addition, Seller shall comply with the New Jersey State Law, and local ordinances, including but

not limited to smoke detectors, carbon monoxide detectors and indoor sprinklers, the cost of which shall not be considered as a repair cost.

18. CONDOMINIUM/HOMEOWNERS ASSOCIATION DOCUMENTS.

If the property is a condominium, or is subject to a homeowners' association, Seller shall prior to or at the time of the signing of this Contract, provide Buyer with a copy of the current rules, regulations and by-laws of the condominium, and/or homeowners' association. The name(s), address(s) and telephone number(s) of the Association(s) is/are:
N/A

Seller, if required, shall provide Buyer with written approval by the condominium or homeowners' association for Buyer's purchase of the property. Prior to settlement, Seller shall provide a "Status of Account" letter and Certificate of Insurance for the Association.
Seller represents that the current annual association fee is \$N/A. Buyer acknowledges that associations commonly require a one-time non-refundable capital contribution or start-up fees.

19. QUALITY and INSURABILITY OF TITLE.

The title to be transferred shall be a marketable title and insurable at regular rates by a reputable title insurance company authorized to do business in the State of New Jersey.

The title shall be free and clear of all encumbrances including municipal liens and assessments and liabilities for future assessments for improvements constructed and completed; however, title shall be subject to liabilities for assessments for municipal improvements not completed on the date of this Contract. Seller represents that Seller ☐ has ☒ has not been notified of any such assessments. All liens and encumbrances shall be satisfied at or before time of settlement. The title shall be subject to all existing utility easements and restrictions of record, provided such easement or restriction does not unreasonably limit the use of the property. Generally, an easement is a right of a person, other than the owner, of the property to use a portion of the property for a special purpose. A restriction is a recorded limitation on the use of the property. A violation of any restriction shall not be a reason for Buyer refusing to complete settlement as long as the Title Company insures the Buyer against actual loss at regular rates.

The Seller states, to the best of the Seller's knowledge, that there are no restrictions in any conveyance or plans of record that will prohibit use and/or occupancy of the property as a single family residential dwelling. The Seller states that all buildings and other improvements on the property are within its boundary lines. Also, that no improvements on adjoining properties extend across the boundary lines of this property. In the event the Seller is unable to transfer the quality of title required and if the Buyer is unwilling to accept Seller's title without a reduction of the purchase price, the monies paid by Buyer toward the purchase price shall be returned to the Buyer, together with expenses of examining the title, making survey, mortgage application fees and Buyer's other reasonable expense in preparing for settlement without further liability to the Seller.

20. CONDITION OF PROPERTY.

The land and buildings shall be transferred in the same condition as they now appear, reasonable wear and tear excepted. This means that the property is being sold in its present conditions unless otherwise warranted hereinafter. In addition, Seller shall leave the property free of debris and in broom-clean condition.

21. SELLER'S WARRANTIES AND PRE-SETTLEMENT INSPECTION.

A warranty is a promise. Seller warrants that the plumbing, electrical and heating systems together with all equipment servicing those systems, the central air-conditioning, if existing, and all appliances, at time of settlement, are in good operating condition. Buyer shall have the right to inspect the property immediately prior to settlement to ensure that these items are in working order, also that the conditions of the property are as agreed.
Seller shall have all utilities in service during the 48-hour period immediately preceding settlement.

22. SELLER'S REPRESENTATION. (Check appropriate box)

Seller represents that the property is serviced by: ☒ public ☐ private waste disposal. If private waste disposal, see attached **PRIVATE WASTE DISPOSAL ADDENDUM**.

Seller represents that the property is serviced by ☒ public ☐ private drinking water source. If private drinking water source, see attached **WELL DRINKING WATER TEST ADDENDUM**.

Seller represents that to the best of Seller's knowledge there ☒ is/are no underground fuel tank(s), ☐ is/are underground fuel tank(s) on the property, ☐ was/were underground fuel tank(s) which was/were properly removed, ☐ is/are underground fuel tank(s) which was/were properly abandoned in place pursuant to the rules and regulations of NJDEP. If an underground fuel tank(s) is present see attached **UNDERGROUND FUEL TANK ADDENDUM**.

23. HOME INSPECTION and REPORTS.

Although the premises is being purchased in its present condition, it is recommended that the Buyer obtain an inspection. The Seller will make the property available to the Buyer's qualified inspectors for the purpose of inspecting the property at Buyer's expense to assure that:

- A. The heating, air-conditioning, plumbing and electrical systems are in good operating condition.
- B. The foundation and structure of the building(s) and garage(s) are sound and that there is no water intrusion into the premises;
- C. The roof and flashings do not leak and are structurally sound;
- D. The doors and windows (including seals), fireplaces and chimneys are in good operating condition;
- E. There are no adverse environmental conditions affecting the property, such as the presence of toxic mold, radon gas of 4.0 pCi/l or greater, air-borne asbestos fibers, toxic chemicals or other pollutants in the soil, air or water.

These inspections are to be performed within 10 business days from the expiration of the Attorney Review Period. If the reports disclose defects in the items mentioned above, Buyer shall supply to Seller or Seller's agent within that 10 day period, those portions of the reports describing said defects, together with a list of requested repairs. The Seller shall then have 5 business days to respond in writing to the Buyer or Buyer's agent. If the Seller does not respond within 5 business days, or if the Seller refuses to make the requested repairs at Seller's expense, then the Buyer may cancel this Contract by giving written notice to the Seller or Seller's agent within 3 business days thereafter. In that event, all deposit monies shall be returned to Buyer and neither party shall have any further obligation to the other.

If Buyer does not obtain and deliver these inspection reports within that 10-day period, Buyer's rights under this paragraph shall be deemed waived and this Contract shall remain binding. The time for delivery of these reports is of the essence.

"Qualified inspector" is defined as someone who is licensed or certified by a governmental authority having jurisdiction for such purposes. Where licensure or certification is not required by law for any such inspector, the term "qualified inspector" shall mean persons who are regularly engaged in the business of inspecting residential properties for a fee and who generally maintain good reputations for skill and integrity in their areas of expertise.

The fact that a structural element, system or subsystem is near, at or beyond the end of the normal useful life of such a structural element, system or subsystem is not by itself a material defect.

Maintenance and cosmetic items that are included in inspection reports are for the Buyer's information only and are not covered by the provisions of this paragraph.

Should Buyer's inspection fail to reveal existing defects in the property, Buyer's sole and exclusive remedy shall be against the inspectors providing such services.

Attached is a Seller's disclosure statement to Buyer regarding the property (Check appropriate box)

☐ Yes

☒ No

24. INFESTATION and/or DAMAGE by WOOD BORING INSECTS.

The Buyer is permitted to have the accessible areas of the building and detached garage(s) inspected by a reputable exterminating company of Buyer's choice to determine if there is any damage caused or infestation by termites or other wood destroying insects. The Buyer will pay for this inspection. The inspection report shall be furnished to the Seller or Seller's agent no later than 10 days prior to settlement. If infestation or damage is found, the Seller, at the Seller's expenses, shall have the infestation treated and have repaired or replaced any wood which is deemed to be unserviceable in the opinion of a professional engineer or building contractor. Treatment and/or repairs are to be completed before settlement. If the estimate for the treatment and/or repairs exceeds \$1,500.00, Seller, at Seller's option, may cancel this Contract. If Seller elects to cancel this Contract, all deposit monies plus the Buyer's reasonable expenses, if any, in preparing to make settlement shall be refunded to the Buyer. The Buyer may agree to accept the premises without the treatment and/or repairs in which case the Seller shall allow a credit of up to \$1,500.00 against the purchase price at time of settlement. The failure of the Buyer to furnish the inspection report to the Seller or Seller's agent within the time provided will constitute a waiver by the Buyer or Buyer's rights under this clause.

25. RADON INFORMATION. (Check one)

☐ Seller has obtained a radon test. The results of the test are being provided to the Buyer.
☒ Seller represents that Seller is unaware of any such tests having been made.

26. LEAD-BASED PAINT DOCUMENT ACKNOWLEDGMENT (applies to dwellings built before 1978)

Buyer acknowledges receipt of the EPA pamphlet entitled "Protect Your Family From Lead in Your Home". Moreover, a copy of a document entitled DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS has been fully completed and signed by Buyer, Seller and Broker(s) and is attached and made part of this Contract.

27. LEAD-BASED PAINT and/or LEAD-BASED PAINT HAZARD CONTINGENCY CLAUSE.

This paragraph is applicable to all dwellings built prior to 1978. Unless the Buyer and Seller agree to a longer or shorter period, Buyer has a ten (10) business day period within which to complete an inspection and/or risk assessment (the "Inspection") of the Property by a certified inspector/risk assessor for the presence of lead-based paint hazards. The Inspection shall be ordered and obtained by the Buyer at the Buyer's expense, within ten (10) business days from the expiration of the Attorney Review Period. If the Inspection indicates that no lead-based paint or lead-based paint hazard is present at the Property, this contingency clause shall be deemed to be null and void. If the Inspection indicates that lead-based paint or lead-based paint hazard is present at the Property, this contingency clause will terminate at the time set forth above unless within five business days of receiving the inspection results, the Buyer delivers a copy of the inspection and/or risk assessment report to the Seller and Broker(s) and (a) advises Seller and Broker(s), in writing that Buyer is voiding this Contract; or (b) delivers to Seller and Broker(s) a written amendment (the "Amendment") to this Contract listing the specific existing deficiencies and corrections required by the Buyer. The Amendment shall provide that the Seller agrees to (a) correct the deficiencies; and (b) furnish the Buyers with a certification from a certified inspector/risk assessor that the deficiencies have been corrected, before the date of settlement. The Seller shall have 5 days after receipt of The Amendment to sign and return it to Buyer or send a written counter-proposal to Buyer. If Seller does not sign and return the amendment or fails to offer a counter-proposal, this Contract shall be null and void and all deposit monies paid by Buyer toward the purchase price shall be refunded to the Buyer, without further liability to the Seller. In the event Seller offers a counter-proposal, Buyer shall have 5 days after receipt of the counter-proposal to accept it. If the Buyer fails to accept the counter-proposal within the time limit provided, this Agreement shall be null and void and all deposit monies paid by Buyer toward the purchase price shall be refunded to the Buyer, without further liability to the Seller.

28. NOTICE OF OFF-SITE CONDITIONS. (This statement is required by the New Jersey Real Estate Commission for Residential Resale Properties).

Pursuant to the New Residential Construction Off-Site Conditions Disclosure Act, P.L. 1995, c.253 the clerks of municipalities in New Jersey maintain lists of off-site conditions which may affect the value of residential properties in the vicinity of the off-site condition. Purchasers may examine the lists and are encouraged to independently investigate the area surrounding this property in order to become familiar with any off-site conditions that may affect the value of the property. In cases where a property is located near the border of a municipality, purchasers may wish to also examine the list maintained by the neighboring municipality. If new construction, see attached NOTIFICATION REGARDING OFF-SITE CONDITIONS ADDENDUM.

29. AIRPORT SAFETY ZONE. (Check applicable box)

Seller represents that the property identified in Paragraph 1 of this Contract ☐ is ☒ is not located in an AIRPORT SAFETY ZONE as defined by the New Jersey Air Safety and Zoning Act of 1983, amended by L1991C445.

407 30. **MEGAN'S LAW STATEMENT.** (This statement is required by the New Jersey Real Estate Commission.)
408 Under New Jersey Law, the county prosecutor determines whether and how to provide notice of the presence of
409 convicted sex offenders in the area. In their professional capacity, real estate licensees are not entitled to notification by
410 the county prosecutor under Megan's Law and are unable to obtain such information for you. Upon settlement, the
411 county prosecutor may be contacted for such further information as may be disclosable to you.
412

413 31. **DISPUTE BETWEEN SELLER AND BUYER OVER DEPOSIT.**
414 The Escrow Holder is not required to resolve any dispute which might arise between the Seller and Buyer concerning
415 deposit payments in the Trust Account. The Escrow Holder will require from both the Seller and Buyer their written
416 permission to pay out the deposit payment from the Trust Account. If the dispute is not resolved, the Escrow Holder
417 will retain the deposit money until the Buyer and/or Seller receive an order from the Court regarding distribution.
418

419 32. **FAILURE OF BUYER OR SELLER TO SETTLE: BROKER'S RIGHT TO BROKERAGE FEE:**
420 In the event the Seller or Buyer fails to settle in accordance with this Contract, either may commence any legal or
421 equitable action against the other as may be permitted by law. If Seller breaches this Contract, Seller will nevertheless
422 be liable to the Broker for a brokerage fee as otherwise set forth in the Listing Agreement Contract. If Buyer breaches
423 this Contract, Buyer will nevertheless be liable to the Broker for damages as determined by the Court, which may be
424 equivalent to the brokerage fee in this Contract.
425

426 33. **BROKERAGE FEE: LIEN ON PROCEEDS.**

427 The Seller agrees to pay the named real estate broker(s) for services rendered in procuring this sale.
428 This fee is payable as follows:

429 B.T. Edgar & Son Ph#: (856) 235 0101 As stated in Listing Agreement
430 Listing Broker Brokerage Fee 2% of sales pr.
431 27 E. Main Street, Moorestown, NJ 08057 Fax: (856) 722 9190
432 Address and Telephone Number
433

434 Prudential Fox & Roach Ph# (856) 234 0011 As stated in MLS
435 Selling Broker Brokerage Fee 2% of sales pr.
436 1 W. Main Street, Moorestown, NJ 08057 Fax: (856) 234 3979
437 Address and Telephone Number
438

439 The brokerage fee shall be due and payable at the time of actual settlement and all purchase money consideration has
440 been received by the Seller. The Seller agrees and acknowledges that the dollar amount of the brokerage fee shall be a
441 lien (a legal claim) on the purchase money proceeds derived from the sale of the subject property. The Seller, by this
442 Contract, authorizes and directs the Buyer's attorney, or the title insurance company, whichever is the case, to pay to the
443 broker(s) the full brokerage fee out of the proceeds of sale, prior to the payment of any funds to the Seller. The
444 brokerage fee bill, duly receipted by the broker or broker's agent, or the closing attorney's or title insurance company's
445 check in payment of such brokerage fee, shall be deemed a release and discharge of this lien.
446

447 34. **SELLER NOT LIABLE TO BUYER AFTER SETTLEMENT.**

448 All warranties, guarantees, representations of Seller concerning the property, the systems servicing the property, the
449 appliances, lot lines, location of structures, driveways, fences and any other matter affecting this Contract, unless
450 otherwise set forth in writing shall be absolutely void after settlement or delivery and acceptance of possession
451 or occupancy, whichever is earlier. Buyer acknowledges they have the right to purchase a home warranty.
452

453 35. **RISK OF LOSS.**

454 The risk of loss or damage to the property by fire or otherwise, except ordinary wear and tear, is the responsibility of the
455 Seller until settlement.
456

457 36. **NO RELIANCE ON OTHERS.**

458 This Contract is entered into by the Seller and Buyer based upon their full understanding of the meaning of all the
459 provisions of this Contract, and upon the knowledge of the parties as to the value of the land and whatever buildings are
460 upon same, and not on any representations made by either of them to the other, or by the real estate broker(s) involved.
461 The Broker(s) named in this Contract, their personnel and associates are not to be held liable either to Seller or Buyer
462 for the performance or non-performance of any of the terms of this Contract. Seller and Buyer agree that they are
463 entering into this Contract without any reliance upon any representations or statements which may have been made by
464 personnel or associates of the realty firm(s).
465

466 37. **CONSUMER INFORMATION STATEMENT ACKNOWLEDGMENT.**

467 By signing below the Seller(s) and Buyer(s) acknowledge they received the Consumer Information Statement on New Jersey
468 Real Estate Relationships from the brokerage firms involved in this transactions prior to the first showing of the property.
469

470 38. **DECLARATION OF LICENSEE BUSINESS RELATIONSHIP(S).**

471 B.T. Edgar & Son (name of firm) AND
472 Louise Marsh Carter (name(s) of licensee(s))
473

474 AS ITS AUTHORIZED REPRESENTATIVE(S), ARE WORKING IN THIS TRANSACTION AS (choose one):

475 ☒ SELLER'S AGENT(S) ☐ BUYER'S AGENTS(S)
476 ☐ DISCLOSED DUAL AGENT(S) ☐ TRANSACTION BROKER(S)
477

478 INFORMATION SUPPLIED BY Prudential Fox & Roach (name of firm) AND
479 Holly Donahue (name(s) of licensee(s))
480

481 INDICATED THAT IT IS OPERATING IN THIS TRANSACTION AS A (choose one):

482 ☐ SELLER'S AGENT(S) ☒ BUYER'S AGENT
483 ☐ DISCLOSED DUAL AGENT(S) ☐ TRANSACTION BROKER

484 39. NO ASSIGNMENT OR RECORDING.

485 This Contract shall not be assigned. This means that neither the Buyer nor the Seller may transfer the rights under this
486 Contract to anyone else. Neither this Contract nor a memorandum of it shall be recorded in the County Recording
487 Office.

488
489 40. ENTIRE CONTRACT, NO ORAL REPRESENTATIONS.

490 This contract is the entire and only Contract between Buyer and Seller and cancels and replaces any previous
491 agreements between them. This Contract may be changed only in writing signed by both Buyer and Seller. ANY
492 REPRESENTATIONS OR AGREEMENTS NOT CONTAINED IN THIS CONTRACT ARE OF NO EFFECT.
493

494 41. BINDING ON SUCCESSORS.

495 This Contract is binding not only on the Seller and Buyer, but also on their heirs, personal representatives, and
496 successors.

497
498 42. ADDITIONAL CONTRACT PROVISIONS.

499 A. Seller agrees to finish the basement bathroom, now partially finished.

500 B. Contingent upon appraisal equal to or greater than sale price of \$2,040,000.00
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538 43. ACKNOWLEDGMENT OF TERMS OF CONTRACT.

539 The Seller and Buyer agree to the terms of this Contract by signing below. If a corporation is a party, this Contract is
540 signed by its proper corporate officers pursuant to a corporate resolution, and its corporate seal is affixed.

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Witness	<u>[Signature]</u>	Date	12/9/07	SELLER	<u>[Signature]</u>	Date	12/08/07
Witness	<u>[Signature]</u>	Date	12/9/07	SELLER	<u>[Signature]</u>	Date	12/9/07
Witness	<u>[Signature]</u>	Date	12/08/07	BUYER	<u>[Signature]</u>	Date	12/08/07
Witness	<u>[Signature]</u>	Date		BUYER	<u>[Signature]</u>	Date	12/08/07

THIS CONTRACT PREPARED BY: _____
(Individual Licensee)

Seller's Statement To Buyer Regarding Residential Property

The following is a statement, made by the seller, of information concerning the condition of the property located at _____.

This disclosure is not a warranty of any kind by the seller or any agent of the seller in this transaction, and is not a substitute for any inspections or warranties the purchaser may wish to obtain.

To the Seller

Please complete the following form, including past history of problems if known. Do not leave any spaces blank. If the condition is not applicable to your property, mark "NA" in the blank. Attach additional pages if additional space is required. Be sure to sign the last page.

The following are representations made by the seller and are not the representations of seller's agents.

Appliances/Systems

The items below are in good working order:

Yes	No	Repairs within last 2 years
<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____
<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____
<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____
<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____
<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____
<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____
<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____
<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____
<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____
<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____

Yes No

Repairs within last 2 years

Hot Water Heater	<input checked="" type="checkbox"/>	_____
Trash compactor	<input checked="" type="checkbox"/>	_____
Central air	<input checked="" type="checkbox"/>	_____
Water softener	<input checked="" type="checkbox"/>	_____
Attic fan	<input checked="" type="checkbox"/>	_____
Sump pump	<input checked="" type="checkbox"/>	_____
Ceiling fan	<input checked="" type="checkbox"/>	_____
TV antenna	<input checked="" type="checkbox"/>	_____
Garage door opener & remote controls	<input checked="" type="checkbox"/>	_____
Hearth fireplace & chimney	<input checked="" type="checkbox"/>	_____
Other:	<input type="checkbox"/>	_____

Explanations of "No" and "Repair" responses, if any:

Property Conditions & Improvements

1. Basement: Has there been evidence of or problems with water leakage?

☐ Yes ☒ No ☐ Unknown

If yes, please explain, including the frequency and extent of the problem.

2. Insulation: Please describe if known.

Has urea formaldehyde foam insulation (UFFI) been installed?

☐ Yes ☒ No ☐ Unknown

If removed, by whom and when?

3. Roof: Age of roof: 2 Any leaks?
☐ Yes ☒ No ☐ Unknown

If yes, please explain.

4. Water System: Well or city water? (Please circle.) If well, please describe type of well (depth/diameter).
city

Age of well: _____ Any known problems or repairs?

☐ Yes ☐ No ☐ Unknown

If yes, please describe.

Has the water been tested?

☐ Yes ☒ No ☐ Unknown

If yes, date of last report and results:

5. Drainage System: Septic tanks/drain fields or city sewer system? (Please circle.) Any known problems or repairs?

☐ Yes ☒ No ☐ Unknown

If yes, please describe.

Location of septic field? _____

6. Heating System: Type: hot air

Age of heating system: 2

Any known problems or repairs?

☐ Yes ☒ No ☐ Unknown

If yes, please describe.

7. Plumbing System:

☒ Copper ☐ Galvanized ☐ Other
Any known problems or repairs?
☐ Yes ☒ No ☐ Unknown
If yes, please describe.

8. Electrical System:

☐ Yes ☒ No ☐ Unknown
Capacity: _____ amps
Any known problems or repairs?
☐ Yes ☒ No ☐ Unknown
If yes, please describe.

9. Aluminum Wiring:

☐ Yes ☒ No ☐ Unknown

10. Infestation: History, if any, of termites, carpenter ants, etc.?

☐ Yes ☒ No ☐ Unknown

Any treatments for infestation?

☐ Yes ☒ No ☐ Unknown

If yes, please describe.

Presently under warranty?

☒ Yes ☐ No ☐ Unknown

With whom?

Please describe any repairs.

11. Asbestos: Is asbestos present in any form in or on the property?

☒ Yes ☐ No ☐ Unknown

If yes, where?

Has it been removed or encapsulated?

☐ Yes ☐ No ☐ Unknown

If removed, from where, when and by whom?

12. Radon: Has the property been tested for the presence of radon gas?

☐ Yes ☒ No ☐ Unknown

If yes, what were the test results?

13. Landfill: Is the property located in close proximity to a landfill?

☐ Yes ☒ No ☐ Unknown

If yes, which landfill and location?

14. Environment: Are you aware of any environmental concerns?

☐ Yes ☒ No ☐ Unknown

If yes, please describe.

15. Principal Uses: Are you aware of any principal uses of the property other than as residential property, such as commercial use or farming?

☐ Yes ☒ No ☐ Unknown

If yes, please describe the use.

Other Items

As the seller, are you aware of any of the following:

16. Features of the property shared in common with adjoining landowners, such as walls, fences, roads or driveways whose use or responsibility for maintenance may have an effect on the property?

☐ Yes ☒ No ☐ Unknown

If yes, please describe.

17. Rights-of-way, easements or similar matters that may affect the property?

☐ Yes ☒ No ☐ Unknown

If yes, please describe.

18. Room additions or structural modifications?

☒ Yes ☐ No ☐ Unknown

If yes, please describe work and identify who did the work.

See floor plan

19. Underground storage tanks on the property?

☐ Yes ☒ No ☐ Unknown

If yes, please describe type, location and size of tank.

20. Settling, flooding, drainage, grading, or soil problems?

☐ Yes ☒ No ☐ Unknown

If yes, please describe.

21. Major damage to the property or any of the structures from fire, wind, floods or landslides?

☐ Yes ☒ No ☐ Unknown

If yes, please describe.

22. Any zoning violations or nonconforming uses?

☐ Yes ☒ No ☐ Unknown

If yes, please describe.

23. Homeowners association which has any authority over the property?

☐ Yes ☒ No ☐ Unknown

If yes, please describe.

24. Any "common areas" (facilities such as pools, tennis courts, walkways, or other areas co-owned)?

☐ Yes ☒ No ☐ Unknown

If yes, please describe.

25. Any assessments, liens, or judgments against the property or owners?

☐ Yes ☒ No ☐ Unknown

If yes, please describe.

26. Please state any other facts or information relating to this property that would be of interest to a buyer.

To the extent of the seller's knowledge as a property owner, the seller acknowledges that the information contained above is true and accurate for those areas of the property listed.

(Date) 12/10/14
(Seller) [Signature]
(Date) 12/10/14
(Buyer) [Signature]

To the Buyer

The buyer is urged to carefully inspect the property and, if desired, to have the property inspected by an expert. The buyer understands that there are areas of the property of which seller has no knowledge and that this disclosure statement does not encompass those areas. The buyer also acknowledges that he has read and received a signed copy of this statement from the seller or the seller's agent.

(Date) 12/10/14
(Buyer) [Signature]
(Date) 12/10/14
(Buyer) [Signature]

EXHIBIT "B"

RIDER TO CONTRACT FOR SALE

THIS RIDER TO CONTRACT FOR SALE ("Rider") is made this 18th day of December, 2007, by and between **SCOTT JACOBS and TRACI JACOBS**, husband and wife (the "Buyer") and **FRANK J. REED, III and CHRISTINA A. REED**, husband and wife (the "Seller") and amends that certain Contract for Sale dated as of December 8, 2007 (the "Contract") for real property known as 817 Matlack Drive, Moorestown, New Jersey 08057, being described and depicted on the Municipal Tax Map of Moorestown Township as Block 3803, Lot 2 (the "Property").

The Buyer and the Seller intending to be legally bound hereby agree to amend the Contract as follows:

1. Line 20 of the Contract shall be amended to include Miriam Jacobs.
2. Line 109 of the Contract shall be amended and restated so that the swing set and bathroom hanging mirror are specifically excluded. The Seller shall replace the bathroom hanging mirror with a standard grade mirror of comparable size; or, in the alternative, shall repair any damage to the wall after the bathroom hanging mirror is removed by Seller.
3. Line 209 of the Contract shall be amended and restated so that Settlement shall take place at the law offices of Sherman, Silverstein, Kohl, Rose & Podolsky, P.A., 4300 Haddonfield Road, Suite 311, Pennsauken, New Jersey 08109. The remainder of paragraph 14 shall be unchanged.
4. Line 323 of the Contract shall be amended to reflect that the inspections are to be performed within 10 business days from December 17, 2007.
5. Line 343-345 of the Contract shall be amended so that the block marked "yes" shall be checked by Seller. Seller's Property Disclosure Statement is attached to the Contract.

6. Paragraph 32 of the Contract (Failure of Buyer or Seller to Settle; Broker's Right to Brokerage Fee) shall be amended so that the second and third sentences therein shall be deleted in their entirety.

7. Paragraph 42 of the Contract (Additional Contract Provisions) shall be amended and restated as follows:

A. Seller agrees to finish the basement bathroom, now partially completed, at Seller's sole cost and expense (the "Basement Bathroom Work"). The Basement Bathroom Work shall be completed in a good and workmanlike manner on or before Closing. Buyer shall have an opportunity to inspect the Basement Bathroom Work on or about January 8, 2008.

B. Subparagraph 42.B of the Contract is deleted and replaced with the following provision:

Buyer's obligation to purchase the property shall be contingent upon the Lender's appraisal being equal to or greater than the Purchase Price. In the event that the Lender's appraisal is less than the Purchase Price, the Buyer shall be entitled to cancel the Contract upon written notice to the Seller and Seller's agent on or before the Mortgage Commitment Date whereupon the deposit shall be returned to Buyer and neither party shall have any further liability or obligation to the other hereunder.

C. Seller shall, at the time of Closing, deliver to Buyer the 10-year home warranty provided by Builder.

D. Upon execution of this Rider by Seller, Seller shall provide Buyer, Buyer's agent and Buyer's counsel with the Seller's Owner's Title Policy of Insurance and most recent survey of the Property.

8. Upon execution of this Rider by Buyer and Seller, the Attorney Review Period provided for in paragraph 1 of the Contract shall be concluded and the Agreement (as defined below) shall be in full force and effect and binding upon the parties hereto.

9. Notices required under this Rider or the Contract will be accepted by recognized overnight courier or by confirmed facsimile transmission followed by postage prepaid first class mail.

10. The Buyer and the Seller agree that if the Buyer defaults under the Contract, the Seller's damages will be difficult to determine and that the deposit represents a fair estimate of the Seller's damages. The Seller's sole and exclusive remedy in the event of the Buyer's default under the Contract, shall be to retain the deposit as complete and liquidated damages for the Buyer's default hereunder.

11. Except as otherwise changed by this Rider, the Contract shall continue in full force and effect. In the event of a conflict between the provisions of this Rider and the Contract, the provisions of this Rider shall control.


12. This Rider may be executed in any number of counterparts, each of which shall be considered an original and together shall constitute a single Agreement. For purposes of this Rider, a counterpart transmitted by facsimile shall constitute an original.

IN WITNESS WHEREOF, the Buyer and the Seller execute this Rider the date first written above.

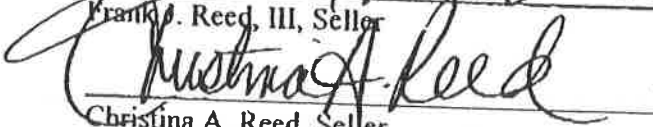
Scott Jacobs, Buyer

Traci Jacobs, Buyer

Miriam Jacobs, Buyer



Frank P. Reed, III, Seller




Christina A. Reed, Seller

10. The Buyer and the Seller agree that if the Buyer defaults under the Contract, the Seller's damages will be difficult to determine and that the deposit represents a fair estimate of the Seller's damages. The Seller's sole and exclusive remedy in the event of the Buyer's default under the Contract, shall be to retain the deposit as complete and liquidated damages for the Buyer's default hereunder.


11. Except as otherwise changed by this Rider, the Contract shall continue in full force and effect. In the event of a conflict between the provisions of this Rider and the Contract, the provisions of this Rider shall control.

12. This Rider may be executed in any number of counterparts, each of which shall be considered an original and together shall constitute a single Agreement. For purposes of this Rider, a counterpart transmitted by facsimile shall constitute an original.

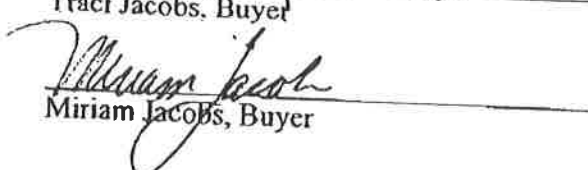
IN WITNESS WHEREOF, the Buyer and the Seller execute this Rider the date first written above.



Scott Jacobs, Buyer



Traci Jacobs, Buyer



Miriam Jacobs, Buyer

Frank J. Reed, III, Seller

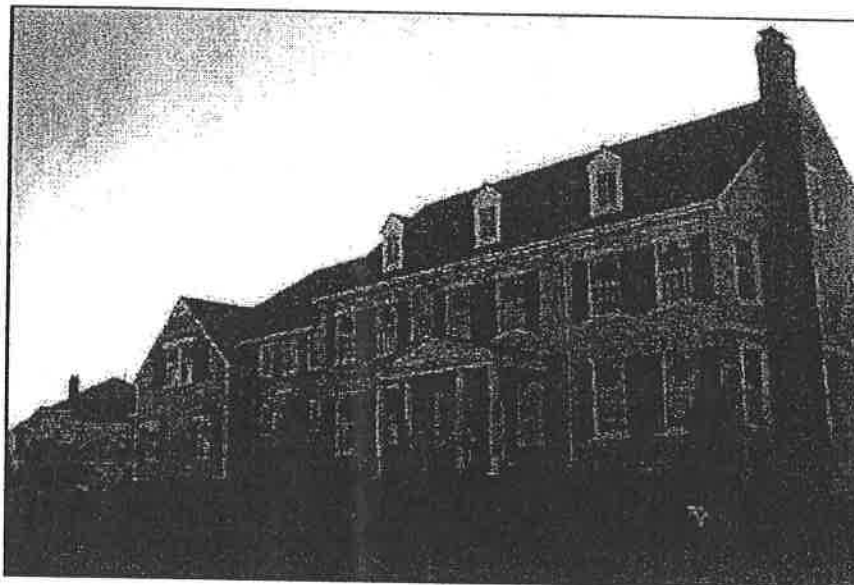
Christina A. Reed, Seller

EXHIBIT "C"

Date: January 04, 2008

GratiDoc™
To Order Call: 1-800-888-5776

EXHIBIT "D"



APPRAISAL OF REAL PROPERTY

LOCATED AT:

817 MATLACK DRIVE
BLOCK 3803, LOT 2
MOORESTOWN, NJ 08057

FOR:

COMMERCE BANK, N.A.

AS OF:

December 24, 2007

BY:

Robert J Jones, Jr IFA

Uniform Residential Appraisal Report

LOAN #1470061264
File # 7CB214

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.

Property Address 817 MATLACK DRIVE City MOORESTOWN State NJ Zip Code 08057
 Borrower JACOBS Owner of Public Record REED County BURLINGTON
 Legal Description BLOCK 3803, LOT 2
 Assessor's Parcel # 22.3803.2 Tax Year 2007 R.E. Taxes \$ 29,702
 Neighborhood Name STREET OF CUSTOM HOMES Map Reference FRANKLIN E4/3299 Census Tract 7005.00
 Occupant ☒ Owner ☐ Tenant ☐ Vacant Special Assessments \$ N/A ☐ PUD HOA \$ N/A ☐ per year ☐ per month
 Property Rights Appraised ☒ Fee Simple ☐ Leasehold ☐ Other (describe)
 Assignment Type ☒ Purchase Transaction ☐ Refinance Transaction ☐ Other (describe)
 Lender/Client COMMERCE BANK, N.A. Address 6000 ATRIUM WAY, MT LAUREL, NJ
 Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of this appraisal? ☒ Yes ☐ No
 Report data source(s) used, offering price(s), and date(s) MLS #5097131 REPORTS A PENDING LISTING WITH AN ASKING PRICE OF \$2,175,000.
 THE SUBJECT WAS EXPOSED TO THE MARKET FOR 110 DAYS.
 I ☒ did ☐ did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed. TYPICAL CONTRACT REVIEWED. NO ATYPICAL SELLER INCLUSIONS OR CONCESSIONS NOTED IN COPY SUPPLIED AND ON RECORD WITH APPRAISER.
 Contract Price \$ 2,040,000 Date of Contract 12/8/07 Is the property seller the owner of public record? ☒ Yes ☐ No Data Source(s) TREND
 Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? ☐ Yes ☒ No
 If Yes, report the total dollar amount and describe the items to be paid. NONE NOTED *THERE IS A CONTRACTUAL REPAIR NOTED IN THE AGREEMENT. THE BASEMENT LEVEL BATHROOM IS TO BE COMPLETED. THIS COMPLETED BATHROOM WILL BE ENCOMPASSED IN THIS REPORT.
 Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics		One-Unit Housing Trends		One-Unit Housing		Present Land Use %
Location <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban <input type="checkbox"/> Rural	Property Values <input type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Declining	PRICE	AGE	One-Unit	75 %	
Built-Up <input checked="" type="checkbox"/> Over 75% <input type="checkbox"/> 25-75% <input type="checkbox"/> Under 25%	Demand/Supply <input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In Balance <input type="checkbox"/> Over Supply	\$ (000)	(yrs)	2-4 Unit	%	
Growth <input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Slow	Marketing Time <input type="checkbox"/> Under 3 mths <input checked="" type="checkbox"/> 3-6 mths <input type="checkbox"/> Over 6 mths	136.5	Low	NEW	Multi-Family	%
Neighborhood Boundaries RT 603 (N-NE-E), MAIN STREET (SE), CHURCH RD (S-SW), AND THE RT 130 9W). THE MARKETING AREA EXTENDS THROUGHOUT PORTIONS OF THE TWP.		2,900	High	100+-	Commercial	10 %
Neighborhood Description A HIGH END CUSTOM HOME COMMUNITY THAT CONSISTS OF A BALANCED MIX OF CONTIGUOUS DWELLING STYLES. THIS LOCATION OFFERS RELATIVELY EASY ACCESS TO PLACES OF WORSHIP, RECREATION, EDUCATION, AND SHOPPING.		600+-	Pred.	20+-	Other	15 %

SERVICE TYPE COMMERCIAL USES ARE NEARBY.
 Market Conditions (including support for the above conclusions) STATISTICAL ANALYSIS OF THE MARKET OVER THE PAST 24 MONTHS (broken down into two 12 month periods preceding this report) INDICATES THAT THIS MARKET HAS INCREASED-.01% ON AVERAGE. REVIEW OF CURRENT LISTINGS AND PENDING IN THE MARKET INDICATE A STABLE MARKET WITH DEMAND AND SUPPLY IN BALANCE.
 Dimensions 143 X 180 IRR Area 25,740 Sq.Ft. Shape RECTANGULAR View AVERAGE
 Specific Zoning Classification R1A Zoning Description RESIDENTIAL
 Zoning Compliance ☒ Legal ☐ Legal Nonconforming (Grandfathered Use) ☐ No Zoning ☐ Illegal (describe)
 Is the highest and best use of subject property as improved (or as proposed per plans and specifications) the present use? ☒ Yes ☐ No If No, describe

Utilities Public Other (describe) Public Other (describe) Off-site Improvements - Type Public Private
 Electricity ☒ ☐ Water ☒ ☐ Street MACADAM ☒ ☐
 Gas ☒ ☐ Sanitary Sewer ☒ ☐ Alley ☐ ☐
 FEMA Special Flood Hazard Area ☐ Yes ☒ No FEMA Flood Zone X FEMA Map # 0005C FEMA Map Date 1/19/96
 Are the utilities and off-site improvements typical for the market area? ☒ Yes ☐ No If No, describe
 Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? ☐ Yes ☒ No If Yes, describe
 NO ADVERSE SITE CONDITIONS OR EXTERNAL FACTORS NOTED. NO ADVERSE EASEMENTS, ENCROACHMENTS, ENVIRONMENTAL CONDITIONS, OR LAND USES NOTED ON THE SITE OR IN THE IMMEDIATE AREA.

General Description		Foundation		Exterior Description		Interior	
Units <input checked="" type="checkbox"/> One <input type="checkbox"/> One with Accessory Unit	<input type="checkbox"/> Concrete Slab <input type="checkbox"/> Crawl Space	Foundation Walls	PRD CONC - GD	Floors	H/W + W/W - GOOD		
# of Stories 2.5	<input checked="" type="checkbox"/> Full Basement <input type="checkbox"/> Partial Basement	Exterior Walls	Stucco + Vnl Ik - GD	Walls	DRYWALL - GOOD		
Type <input checked="" type="checkbox"/> Det. <input type="checkbox"/> Att. <input type="checkbox"/> S-Det./End Unit	Basement Area 2,261 sq.ft.	Roof Surface	COMP SH - GOOD	Trim/Finish	WOOD - GOOD		
<input checked="" type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> Under Const.	Basement Finish 50 %	Gutters & Downspouts	ALUM - GOOD	Bath Floor	CER TILE - GOOD		
Design (Style) COLONIAL	<input type="checkbox"/> Outside Entry/Exit <input type="checkbox"/> Sump Pump	Window Type	WD Csm + DH - GD	Bath Wainscot	CER TL - GOOD		
Year Built 2006	Evidence of <input type="checkbox"/> Infestation	Storm Sash/Insulated	INSULATED	Car Storage	<input type="checkbox"/> None		
Effective Age (Yrs) 1	<input type="checkbox"/> Dampness <input type="checkbox"/> Settlement	Screens	YES	<input checked="" type="checkbox"/> Driveway # of Cars	4-8		
Attic <input checked="" type="checkbox"/> None	Heating <input checked="" type="checkbox"/> FWA <input type="checkbox"/> HWBB <input type="checkbox"/> Radiant	Amenities	<input type="checkbox"/> Woodstove(s) #	Driveway Surface	ASPHALT		
<input type="checkbox"/> Drop Stair <input type="checkbox"/> Stairs	<input type="checkbox"/> Other Fuel GAS	<input type="checkbox"/> Fireplace(s) #	<input type="checkbox"/> Fence	<input checked="" type="checkbox"/> Garage # of Cars	3		
<input type="checkbox"/> Floor <input type="checkbox"/> Scuttle	Cooling <input checked="" type="checkbox"/> Central Air Conditioning	<input type="checkbox"/> Patio/Deck	<input type="checkbox"/> Porch	<input type="checkbox"/> Carport # of Cars			
<input type="checkbox"/> Finished <input type="checkbox"/> Heated	<input type="checkbox"/> Individual <input type="checkbox"/> Other	<input type="checkbox"/> Pool	<input type="checkbox"/> Other	<input type="checkbox"/> Att. <input type="checkbox"/> Det. <input checked="" type="checkbox"/> Built-in			

Appliances ☐ Refrigerator ☒ Range/Oven ☒ Dishwasher ☒ Disposal ☒ Microwave ☐ Washer/Dryer ☐ Other (describe)
 Finished area above grade contains: 12 Rooms 7 Bedrooms 7+2 Bath(s) 6,272 Square Feet of Gross Living Area Above Grade
 Additional features (special energy efficient items, etc.) INSULATED WINDOWS, 2 FIREPLACES, PARTIAL FINISHED BASEMENT WITH FULL BATHROOM, SINCE PURCHASE THE THIRD FLOOR HAS BEEN FINISHED INTO 1167 SQ FT WITH 2 BEDROOM SUITES WITH BATHS.
 Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.) THE SUBJECT IS A GOOD QUALITY DWELLING THAT IS IN OVERALL GOOD CONDITION. THE SUBJECT EXHIBITS ONGOING MAINTENANCE AND GOOD QUALITY UPGRADING.

Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? ☐ Yes ☒ No If Yes, describe

Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? ☒ Yes ☐ No If No, describe

Uniform Residential Appraisal Report

LOAN #1470061264
File # 7CB214

There are 4 comparable properties currently offered for sale in the subject neighborhood ranging in price from \$ 2,095,000 to \$ 2,190,000	
There are 3 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$ 1,850,000 to \$ 2,900,000	
FEATURE	SUBJECT
Address	817 MATLACK DRIVE MOORESTOWN, NJ 08057
Proximity to Subject	0.03 miles E
Sale Price	\$ 2,040,000
Sale Price/Gross Liv. Area	\$ 325.26 sq.ft.
Data Source(s)	MLS/BROKER
Verification Source(s)	TAX ASSESSOR
VALUE ADJUSTMENTS	DESCRIPTION
Sales or Financing	CONV/1 DOM
Concessions	NONE NOTED
Date of Sale/Time	8/07
Location	AVERAGE
Leasehold/Fee Simple	Fee Simple
Site	25,740 Sq.Ft.
View	AVERAGE
Design (Style)	COLONIAL
Quality of Construction	GOOD
Actual Age	1
Condition	GOOD
Above Grade	Total Bdrms Baths
Room Count	12 7 7+2
Gross Living Area	6,272 sq.ft.
Basement & Finished	2,261 Sq.Ft.
Rooms Below Grade	P-FIN W/BATH
Functional Utility	AVERAGE
Heating/Cooling	GEWA-C/A
Energy Efficient Items	STANDARD
Garage/Carport	3 CAR
Porch/Patio/Deck	NONE
	2 FIREPLACES
Net Adjustment (Total)	
Adjusted Sale Price of Comparables	
I <input checked="" type="checkbox"/> did <input type="checkbox"/> did not research the sale or transfer history of the subject property and comparable sales. If not, explain	
My research <input checked="" type="checkbox"/> did <input type="checkbox"/> did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.	
Data Source(s) MLS/TREND/NJACTB.ORG	
My research <input type="checkbox"/> did <input checked="" type="checkbox"/> did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.	
Data Source(s) MLS/TREND/NJACTB.ORG	
Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).	
ITEM	SUBJECT
Date of Prior Sale/Transfer	6/2006
Price of Prior Sale/Transfer	\$1,571,619
Data Source(s)	TREND/MLS
Effective Date of Data Source(s)	12/31/07
Analysis of prior sale or transfer history of the subject property and comparable sales THE SUBJECT WAS PURCHASED WITHIN 3 YEARS OF THIS REPORT. SAID SALE WAS INDICATIVE OF A DISTRESSED PROPERTY. AS NOTED IN THIS REPORT, THE SUBJECT HAS UNDERGONE EXTENSIVE EXPANSION OF THE 3RD FLOOR.	
Summary of Sales Comparison Approach ALL OF THE COMPARABLES SHARE SALIENT FEATURES OF THE SUBJECT. ALL SALES ARE CLOSED WITH VERIFIED SETTLEMENT DATES. ONE OR MORE OF THE COMPARABLES HAS CLOSED IN EXCESS OF 6 MONTHS. THE USE OF SAID SALE(S) WAS NECESSARY DUE TO THE LACK OF A MORE RECENT SALE TO BE LOCATED, AND/OR VERIFIED. WHEN APPLICABLE, A TIME ADJUSTMENT HAS BEEN MADE.	
Indicated Value by Sales Comparison Approach \$ 1,950,000	
Indicated Value by: Sales Comparison Approach \$ 1,950,000 Cost Approach (if developed) \$ 1,960,097 Income Approach (if developed) \$ N/A	
THE SALES COMPARISON APPROACH HAS BEEN GIVEN THE MOST WEIGHT. THE COST AND INCOME APPROACHES HAVE BEEN GIVEN CONSIDERATION AND ARE NOT NECESSARY IN ORDER TO PROVIDE CREDIBLE RESULTS.	
This appraisal is made <input checked="" type="checkbox"/> "as is", <input type="checkbox"/> subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, <input type="checkbox"/> subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or <input type="checkbox"/> subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair.	
Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is \$ 1,950,000, as of December 24, 2007, which is the date of inspection and the effective date of this appraisal.	

Uniform Residential Appraisal Report

LOAN #1470061264
File # 7CB214

ADDITIONAL COMMENTS	LAND SIZE ADJUSTMENTS HAVE BEEN MADE AT APPROX \$10,000 PER ACRE. THE SUBJECT'S EXACT LOT SIZE IS AN ESTIMATE BASED UPON ITS IRREGULAR LOT LINES.	
	AGE ADJUSTMENTS WERE WARRANTED FOR C2 AND C3. THE AGE ADJUSTMENTS HAVE BEEN MADE AT APPROX \$1,000 PER DIFFERENCE IN YEAR/AGE. C1 IS NEW AND IS CONSIDERED EQUAL IN AGE APPEAL.	
	ALL OF THE SALES ARE UPPER END SALES. THE CONDITION ADJUSTMENT MADE IS INDICATIVE OF MARKET REACTION FOR THE SUBJECT'S GOOD/NEWER CONDITION.	
	ABOVE GRADE BATHROOM COUNT ADJUSTMENTS HAVE BEEN MADE AT \$15,000 PER FULL BATH, APPLIED ACCORDINGLY.	
	GLA ADJUSTMENTS HAVE BEEN MADE AT \$100 PER SQ FT. THIS IS AN UPPER END ADJUSTMENT THAT IS ENCOMPASSING THE QUALITY OF CONSTRUCTION AS WELL AS THE APPEAL OF THE INCREASED GLA. THIS FIGURE IS 50% OF COST ESTIMATE.	
	C3 ADJUSTED FOR IT'S UNFINISHED BASEMENT AND LACK OF A BATHROOM ON THIS LEVEL.	
	**	
	C1 IS A SETTLED SALE LOCATED ON THE SUBJECT'S STREET, BUILT BY THE SAME BUILDER. SAID SALE HAS BEEN GIVEN THE MOST WEIGHT. APPRAISER HAS RELIED UPON VERIFIABLE INFORMATION THROUGH THE TAX ASSESSOR FOR THIS SALE. THE AGENT FOR THE SUBJECT WAS ALSO THE AGENT FOR THIS SALE AND IS NOT CONSIDERED AN UNBIASED VERIFICATION SOURCE.	
	C2 IS AN OLDER SALE THAT HAS BEEN UTILIZED DUE TO THE LACK OF ANOTHER TRULY MORE SUITABLE SALE.	
	C3 WAS A PRIVATE SALE THAT DID NOT TAKE PLACE WITH AN MLS REALTOR. APPRAISER INTERVIEWED THE TAX ASSESSOR AND HIS ASSISTANT REGARDING THIS PROPERTY. BOTH WERE EXTREMELY KNOWLEDGEABLE WITH THIS PROPERTY AS THEY WILL BE RELYING UPON THIS SALE TO "HELP IN THEIR UPCOMING REVALUATION". CONDITION, ROOM COUNT, AND ALL RELEVANT INFORMATION TO THE VALUATION PROCESS HAS BEEN SUPPLIED BY THE TAX ASSESSORS OFFICE. THIS SALE IS DEEMED A USABLE SALE BY THE ASSESSOR IN THE TAX APPEAL PROCESS. THIS IS TRANSLATED TYPICALLY AS A VIABLE SALE. HOWEVER, THIS PROPERTY HAS AN EXTREMELY LARGE LAND SIZE AND HAS BEEN DISCOUNTED BY THE APPRAISER IN IT'S ULTIMATE VIABILITY. SAID SALE HAS BEEN SUPPLIED AS IT BRACKETS THE SUBJECT'S VALUE AND BEDROOM COUNT.	
COST APPROACH	COST APPROACH TO VALUE (not required by Fannie Mae)	
	Provide adequate information for the lender/client to replicate the below cost figures and calculations.	
	Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value) THE LAND VALUE IS AN ESTIMATE BASED UPON A REVIEW OF RELEVANT/VERIFIABLE LAND SALES.	
	ESTIMATED <input checked="" type="checkbox"/> REPRODUCTION OR <input type="checkbox"/> REPLACEMENT COST NEW	
	Source of cost data Marshall & Swift + local and customary costs	OPINION OF SITE VALUE = \$ 450,000
	Quality rating from cost service V-GD Effective date of cost data 12/07 M & Sw	DWELLING 6,272 Sq.ft. @ \$ 200.00 = \$ 1,254,400
	Comments on Cost Approach (gross living area calculations, depreciation, etc.)	BASMT 2,261 Sq.ft. @ \$ 75.00 = \$ 169,575
	THE COST APPROACH IS A REPRODUCTION COST AND SHOULD NOT BE CONSIDERED A VIABLE INSURANCE VALUE INDICATOR.	APPLIANCES, FIREPLACES = \$ 35,000
	THIS APPROACH IS FOR GUIDANCE ONLY.	Garage/Carport 864 Sq.ft. @ \$ 30.00 = \$ 25,920
	Total Estimate of Cost-New = \$ 1,484,895	
Less Physical Functional External		
Depreciation 24,798 = \$(24,798)		
Depreciated Cost of Improvements = \$ 1,460,097		
As-Is Value of Site Improvements = \$ 50,000		
Estimated Remaining Economic Life (HUD and VA only) 59 Years		
INDICATED VALUE BY COST APPROACH = \$ 1,960,097		
INCOME	INCOME APPROACH TO VALUE (not required by Fannie Mae)	
	Estimated Monthly Market Rent \$ X Gross Rent Multiplier = \$ Indicated Value by Income Approach	
	Summary of Income Approach (including support for market rent and GRM)	
	PROJECT INFORMATION FOR PUDs (if applicable)	
	Is the developer/builder in control of the Homeowners' Association (HOA)? <input type="checkbox"/> Yes <input type="checkbox"/> No Unit type(s) <input type="checkbox"/> Detached <input type="checkbox"/> Attached	
	Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.	
	Legal Name of Project	
	Total number of phases	Total number of units sold
	Total number of units rented	Total number of units for sale
	Data source(s)	
Was the project created by the conversion of existing building(s) into a PUD? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, date of conversion.		
Does the project contain any multi-dwelling units? <input type="checkbox"/> Yes <input type="checkbox"/> No Data Source		
Are the units, common elements, and recreation facilities complete? <input type="checkbox"/> Yes <input type="checkbox"/> No If No, describe the status of completion.		
PUD INFORMATION	Are the common elements leased to or by the Homeowners' Association? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, describe the rental terms and options.	
	Describe common elements and recreational facilities.	

Uniform Residential Appraisal Report

LOAN #1470061264
File # 7CB214

This report form is designed to report an appraisal of a one-unit property or a one-unit property with an accessory unit; including a unit in a planned unit development (PUD). This report form is not designed to report an appraisal of a manufactured home or a unit in a condominium or cooperative project.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this appraisal report is the lender/client.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing the appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.
6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

Uniform Residential Appraisal Report

LOAN #1470061264
File # 7CB214

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.
9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
11. I have knowledge and experience in appraising this type of property in this market area.
12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

Uniform Residential Appraisal Report

LOAN #1470061264
File # 7CB214

21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.

24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature *Robert J. Jones, Jr.* IFA
Name Robert J. Jones, Jr. IFA
Company Name FIRST JERSEY APPRAISAL GROUP
Company Address 413 CRYSTAL LAKE AVENUE, SUITE 202,
HADDONFIELD, NJ 08033
Telephone Number (856)931-7003
Email Address njappraiser1@comcast.net
Date of Signature and Report December 31, 2007
Effective Date of Appraisal December 24, 2007
State Certification # 42RC001173
or State License # _____
or Other (describe) _____ State # _____
State NJ
Expiration Date of Certification or License 12/31/2007

ADDRESS OF PROPERTY APPRAISED

817 MATLACK DRIVE
MOORESTOWN, NJ 08057
APPRAISED VALUE OF SUBJECT PROPERTY \$ 1,950,000
LENDER/CLIENT
Name _____
Company Name COMMERCE BANK, N.A.
Company Address 6000 ATRIUM WAY, MT LAUREL, NJ
Email Address _____

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature _____
Name _____
Company Name _____
Company Address _____
Telephone Number _____
Email Address _____
Date of Signature _____
State Certification # _____
or State License # _____
State _____
Expiration Date of Certification or License _____

SUBJECT PROPERTY

- ☐ Did not inspect subject property
☐ Did inspect exterior of subject property from street
Date of Inspection _____
☐ Did inspect interior and exterior of subject property
Date of Inspection _____

COMPARABLE SALES

- ☐ Did not inspect exterior of comparable sales from street
☐ Did inspect exterior of comparable sales from street
Date of Inspection _____

Supplemental Addendum

File No. 7CB214

Borrower	JACOBS				
Property Address	817 MATLACK DRIVE				
City	MOORESTOWN	County	BURLINGTON	State	NJ
Client	COMMERCE BANK, N.A.	Zip Code	08057		

BUSINESS AND COMMERCIAL USES ARE LOCATED WITHIN THE SUBJECT'S AREA. THESE USES ARE TYPICAL OF SIMILAR NEIGHBORHOODS AND HAVE NO ADVERSE AFFECT ON THE MARKET VALUE OF FUTURE MARKETABILITY OF THE SUBJECT PROPERTY.

THE VALUE ESTIMATED IN THIS REPORT IS BASED ON THE ASSUMPTION THAT THE PROPERTY IS NOT NEGATIVELY AFFECTED BY THE EXISTENCE OF HAZARDOUS SUBSTANCES OR DETRIMENTAL ENVIRONMENTAL CONDITIONS. THE APPRAISER'S ROUTINE INSPECTION OF AND INQUIRIES ABOUT THE SUBJECT DID NOT DEVELOP ANY INFORMATION THAT INDICATED ANY APPARENT SIGNIFICANT HAZARDOUS SUBSTANCES OR DETRIMENTAL ENVIRONMENTAL CONDITIONS WHICH WOULD AFFECT THE PROPERTY NEGATIVELY. IT IS POSSIBLE THAT TESTS AND INSPECTIONS MADE BY A QUALIFIED HAZARDOUS SUBSTANCE AND ENVIRONMENTAL EXPERT WOULD REVEAL SUCH CONDITIONS. THE APPRAISER ASSUMES NO RESPONSIBILITY FOR THE PRESENT OF RADON GAS, OR ANY OTHER HAZARDOUS SUBSTANCE OR ENVIRONMENTAL CONDITION THAT MAY EXIST.

THIS REPORT PRESUMES THAT RADON IS NOT PRESENT IN THE SUBJECT PROPERTY ABOVE 0.02 WORKING LEVELS (4 PICOCURIES/LITER), AND THEREFORE, NO CONSIDERATION HAS BEEN GIVEN THE POTENTIAL ADVERSE AFFECT ON THE VALUE OF THE SUBJECT PROPERTY, IF ANY, THAT RADON MIGHT CAUSE.

ALL MECHANICAL SYSTEMS INCLUDING THE HEATING, ELECTRICAL, AND PLUMBING SYSTEMS APPEAR, UPON A CURSORY VISUAL INSPECTION, (UNLESS THIS IS AN EXTERIOR ONLY PHYSICAL VIEWING) TO BE WORKING ORDER, UNLESS OTHER WISE NOTED IN THE ATTACHED APPRAISAL OR VC SHEET. NO WARRANTIES ARE EXPRESSED OR IMPLIED BY THIS STATEMENT.

THERE ARE NO SPECIAL CONDITIONS OR OTHER REQUIREMENTS OTHER THEN THOSE MENTIONED IN THIS APPRAISAL THAT WOULD AFFECT MARKET VALUE OR FUTURE MARKETABILITY IN THIS REPORT.

PERSONAL PROPERTY, ie FURNITURE, WINDOW TREATMENTS, BUILT-INS ETC, WHICH HAVE BEEN INCLUDED IN THE SALES PRICE HAVE BEEN GIVEN NON VALUE IN THIS REPORT AS THEY ARE NON-REALTY ITEMS.

I CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF:

-THE STATEMENTS OF FACT IN THIS REPORT ARE TRUE AND CORRECT

-THE REPORTED ANALYSES, OPINIONS, AND CONCLUSIONS ARE LIMITED ONLY BY THE REPORTED ASSUMPTIONS AND LIMITING CONDITIONS, AND ARE MY PERSONAL, UNBIASED, PROFESSIONAL ANALYSIS, AND OPINION AND CONCLUSIONS

-I HAVE NO PRESENT OR PROSPECTIVE INTEREST IN THE PROPERTY THAT IS THE SUBJECT OF THIS REPORT, AND I HAVE NO PERSONAL INTEREST OR BIAS WITH RESPECT TO THE PARTIES INVOLVED.

-MY COMPENSATION IS NOT CONTINGENT ON AN ACTION OR EVENT RESULTING FROM THE ANALYSIS, OPINIONS, OR CONCLUSIONS IN, OR THE USE OF THIS REPORT.

-MY ANALYSIS, OPINIONS, AND CONCLUSIONS WERE DEVELOPED, AND THIS REPORT HAS BEEN PREPARED IN CONFORMITY WITH THE UNIFORM STANDARDS OF PROFESSIONAL PRACTICE (USPAP)

-THE "APPRAISER" HAS MADE A PERSONAL INSPECTION OF THE PROPERTY THAT IS THE SUBJECT OF THIS REPORT. IF THIS IS AN EXTERIOR ONLY VIEWING, A CURBSIDE VIEWING ONLY HAS TAKEN PLACE.

-UNLESS NOTED OTHERWISE, NO ONE PROVIDED SIGNIFICANT PROFESSIONAL ASSISTANCE TO THE PERSON SIGNING THIS REPORT.

-/WE HAVE MADE AN INDEPENDENT VALUE JUDGEMENT ON THE SUBJECT PROPERTY.

-THIS APPRAISAL WAS NOT BASED ON A REQUESTED MINIMUM VALUATION, A SPECIFIC VALUATION, OR THE APPROVAL OF A LOAN.

HIGHEST AND BEST USE

THE REASONABLE AND PROBABLE USE THAT SUPPORTS THE HIGHEST PRESENT VALUE, AS DEFINED, AS OF THE EFFECTIVE DATE OF THE APPRAISAL. ALTERNATIVELY, THAT USE, FROM AMONG REASONABLE, PROBABLE, AND LEGAL ALTERNATIVE USAGES, FOUND TO BE PHYSICALLY POSSIBLE, APPROPRIATELY SUPPORTED, FINANCIALLY FEASIBLE, AND WHICH RESULT IN THE HIGHEST LAND VALUE. (real estate technology, society of real estate appraisers, compiled by Byrl N. Boyce)

Supplemental Addendum

File No. 7CB214

Borrower	JACOBS				
Property Address	817 MATLACK DRIVE				
City	MOORESTOWN	County	BURLINGTON	State	N.J.
Client	COMMERCE BANK, N.A.			Zip Code	08057

SCOPE OF THIS APPRAISAL

THE INTENT OF THE APPRAISAL SERVICES RENDERED IN THIS ASSIGNMENT ENCOMPASSES ALL OF THOSE ACTIVITIES CONSIDERED NECESSARY TO PERMIT THE APPRAISER TO FULFILL HIS ETHICAL RESPONSIBILITY IN ARRIVING AT AND REPORTING OBJECTIVE, DEFENSIBLE CONCLUSION OF VALUE FOR THE SUBJECT PROPERTY AS OF THE DATE OF VALUATION. THESE ACTIVITIES INCLUDE, BUT ARE NOT LIMITED TOO ;

-THE COLLECTION OF DATA REGARDING THE PHYSICAL PROPERTY, IT'S GENERAL LOCATION, NEIGHBORHOOD TRENDS, AND INFLUENCES, THE OBSERVED RELATIVE CONDITION AND EFFECTIVE AGE OF IMPROVEMENTS, THE SUBJECT'S AMENITIES AND SPECIAL FEATURES, AVAILABLE UTILITIES, ZONING, AND RELATED CONTROLS, AND THE PROPERTY ASSESSMENT AND ANNUAL REAL ESTATE TAXES.

-A CONSIDERATION AND ANALYSIS OF THOSE FACTORS IN ORDER TO ESTABLISH A BASIS FOR ESTIMATING THE SUBJECT PROPERTY'S HIGHEST AND BEST USE AS OF THE VALUATION DATE.

-A CONSIDERATION OF THE (3) THREE TRADITIONAL APPROACHES TO VALUE, THE SALES COMPARISON APPROACH, THE COST APPROACH, AND THE INCOME APPROACH, IN AN EFFORT TO DETERMINE WHICH IF THESE IS (OR ARE) THE MOST APPROPRIATE, APPLICABLE, AND RELIABLY SUITED TO THE IDENTIFIED APPRAISAL PROBLEM.

-A THOROUGH EXAMINATION OF THE SUBJECT'S MARKET AREA FOR THE RELEVANT MARKET DATA FOR CONSIDERATION IN THE INDIVIDUAL APPROACHES TO VALUE.

-COMMUNICATION OF A WRITTEN AND DEFENSIBLE CONCLUSION OF MARKET VALUE IN A CLEAR AND CONCISE MANNER.

COMPETENCY OF THE APPRAISER

-THE APPRAISER HAS THE APPROPRIATE KNOWLEDGE AND EXPERIENCE TO COMPETENTLY COMPLETE THIS REPORT.

INCOME APPROACH

THE INCOME APPROACH HAS BEEN ANALYZED AND FOUND INAPPLICABLE BECAUSE, IN THIS MARKET VERY FEW SINGLE FAMILY HOMES ARE RENTED AND THERE IS INSUFFICIENT DATA AVAILABLE TO DEVELOP A GROSS RENT MULTIPLIER. THEREFORE, I HAVE RELIED UPON THE MARKET DATA APPROACH IN MY ESTIMATE OF VALUE AND I HAVE USED THE COST APPROACH (WHEN APPLICABLE) AS SUPPORTING EVIDENCE.

SQUARE FOOTAGE OF THE COMPARABLES

THE SQUARE FOOTAGE (GLA) OF THE SUBJECT (WHEN APPLICABLE) AND COMPARABLES ARE ESTIMATED BASED UPON A DRIVE-BY FRONTAL EXTERIOR VIEWING. THE INDICATED SQUARE FOOTAGE IS DERIVED VIA THE AFOREMENTIONED, IN CONJUNCTION WITH REALTOR INTERVIEW AND/OR, MLS REVIEW AND/OR, THE TAX ASSESSORS PROPERTY RECORD CAND AND/OR, APPRAISERS FILES.

THE ADJUSTMENTS MADE IN THE GRID ARE MARKET DRIVEN AND DO NOT REFLECT REPLACEMENT COSTS. THE ADJUSTMENTS MADE ARE INDICATIVE OF THE MARKET REACTION THAT WOULD RESULT FROM A TYPICAL, PRUDENT, AND REASONABLE PURCHASER.

THE NATIONAL ASSOCIATION OF INDEPENDENT FEE APPRAISERS (NAIFA) HAS A MANDATORY PROGRAM OF CONTINUING EDUCATION FOR DESIGNATED MEMBERS. THIS PROGRAM HAS BEEN MET FOR CYCLE ENDING DECEMBER 31, 2007. NEXT CYCLE EXPIRES DECEMBER 31, 2009.

THE FUNCTION OF THIS APPRAISAL REPORT, OR THE INTENDED USE IS TO SUPPORT UNDERWRITING DECISION MAKING FOR A CONVENTIONAL OR GOVERNMENT INSURED LOAN.

A DILIGENT INSPECTION WAS MADE OF ACCESSIBLE, VISIBLE, READILY OBSERVABLE AREAS TO UNDERCOVER OBVIOUS POSSIBLE SOUNDNESS, SAFETY, AND/OR MARKETABILITY ISSUES OF THE SUBJECT PROPERTY. (UNLESS THIS IS AN EXTERIOR ONLY PHYSICAL VIEWING)

THIS REPORT IS IN NO WAY INTENDED TO BE A SUBSTITUTE FOR A HOME INSPECTION MADE BY A QUALIFIED INSPECTOR. THIS APPRAISER HOLDS NO EXPERTISE IN OR HOLD HIMSELF OUT TO BE AN EXPERT IN THE FIELD OF HOME INSPECTION. A PROFESSIONAL HOME INSPECTION IS STRONGLY SUGGESTED TO UNCOVER ANY DEFECTS THAT MAY IMPACT THE STRUCTURAL SOUNDNESS, SAFETY, AND/OR MARKETABILITY OF THE SUBJECT.

PLEASE BE ADVISED THAT THE APPRAISER IS NOT A HOME INSPECTOR, AN ENGINEER, AN ELECTRICIAN, A CARPENTER, OR A PLUMBER. THE APPRAISER HAS NO FORMAL TRAINING IN ANY OF THE AFOREMENTIONED DISCIPLINES. THE PURCHASER/BORROWER HAS HAD THE OPPORTUNITY TO PROCURE THE SERVICES OF A PROFESSIONAL HOME INSPECTOR, A ROOFER, AN ELECTRICIAN, A PLUMBER, AND/OR CARPENTER, TO INSURE THAT THE SUBJECT MEETS THE BORROWER'S SATISFACTION. APPRAISER IS NOT LIABLE FOR ANY UNCOVERED DEFICIENCIES THAT MAY EXIST THAT ARE NOT READILY OBSERVABLE.

Supplemental Addendum

Borrower	JACOBS	File No.	7CB214
Property Address	817 MATLACK DRIVE		
City	MOORESTOWN	County	BURLINGTON
State	NJ	Zip Code	08057
Client	COMMERCE BANK, N.A.		

THE INTENDED USER OF THIS REPORT IS CONSIDERED THE NAMED LENDER/ CLIENT. IF THIS REPORT IS BEING PREPARED FOR A HUD INSURED TRANSACTION, THEN HUD/FHA IS ALSO AN INTENDED USER.

THE APPRAISER CERTIFIES THAT ALL COMPARABLES UTILIZED HAVE RECEIVED AN EXTERIOR CURBSIDE VISUAL INSPECTION. THE USE OF CATALOG PHOTOS MAY HAVE BEEN NECESSARY. SAID PHOTOS ARE CONSIDERED TO BE MORE INDICATIVE OF THE SUBJECT'S EXTERIOR CONDITION AT THE TIME OF IT'S SALE.

*PLEASE BE ADVISED THAT THIS FORM REPORT CONTAINS THE TERM "INSPECTION". WHERE EVER THIS TERM IS USED IT IS TO BE REPLACED WITH THE TERM "VIEWED" OR ANY EXTENSION THEREOF.

**PLEASE BE ADVISED THAT THIS FORM REPORT CONTAINS THE TERM "ESTIMATE OF VALUE". WHERE EVER THIS TERM EXISTS IT IS TO BE REPLACED WITH THE TERM "OPINION OF VALUE".

ZONING

THE APPRAISER CAN NOT MAKE A LEGAL DETERMINATION AS TO THE SUBJECT'S ZONING. IF WHAT HAS BEEN PRESUMED AS LEGAL IS FOUND TO BE OTHERWISE THEN THE CERTIFICATION OF VALUE IS REVOKED. IF SUCH A SCENARIO PRESENTS ITSELF, THE APPRAISER IS TO BE GRANTED ADDITIONAL TIME, AT AN ADDITIONAL FEE, TO ANALYZE THE NEW DISCOVERY AND IT'S AFFECT, IF ANY, ON THE SUBJECT'S VALUE.

EXPOSURE TIME

BASED UPON THE SUBJECT'S CURRENT CONDITION, THE CURRENT MARKET CONDITIONS, AND PROVIDED THE SUBJECT WAS THEORETICALLY LISTED WITHIN 5% OF THIS OPINION OF VALUE IN CONJUNCTION WITH AN EFFECTIVE MARKETING PLAN, THE ESTIMATED EXPOSURE TIME IS 1-60 DAYS. ESTIMATED EXPOSURE TIME IS REQUIRED TO BE ESTIMATED BY USPAP.

THE INFORMATION IDENTIFIED UNDER THE CURRENTLY LISTED AND SOLD PROPERTIES SECTION IS A COMPILATION OF PROPERTIES THAT HAVE BEEN SCREENED BASED ON GENERIC CHARACTERISTICS IN CONJUNCTION WITH SALIENT FEATURES SHARED BY THE SUBJECT.

RANGE OF PRICE FOR HOUSING IS BASED UPON A 12 MONTH SEARCH OF THE MLS. THE RANGE INDICATED IS NOT THE ALL TIME HIGH, LOW, OR PREDOMINANT VALUES, ONLY THAT WHICH ARE RELEVANT TO THE PAST YEAR AS REPORTED IN THE TREND MULTIPLE LISTING SERVICE.

NOTICE TO BORROWER

THE APPRAISER CANNOT DISCUSS THIS REPORT WITH ANY PARTY NOT AN INTENDED USER (PRIVACY LAWS) AND THE APPRAISER IS UNDER NO OBLIGATION TO "UPDATE", "RECERTIFY", OR OTHERWISE MODIFY THIS REPORT IN VIOLATION OF ADVISORY OPINIONS ISSUED BY THE APPRAISAL FOUNDATIONS USPAP, EXCEPT TO MAKE CORRECTIONS TO ACTUAL ERRORS.

THE APPRAISER CAN DEVELOP A NEW APPRAISAL IN A NEW RELATIONSHIP OF THE SAME PIECE OF PROPERTY DURING THE SAME TIME SO LONG AS ORIGINAL CLIENT-APPRAISER CONFIDENTIALITY PROVISIONS ARE NOT VIOLATED.

Market Conditions

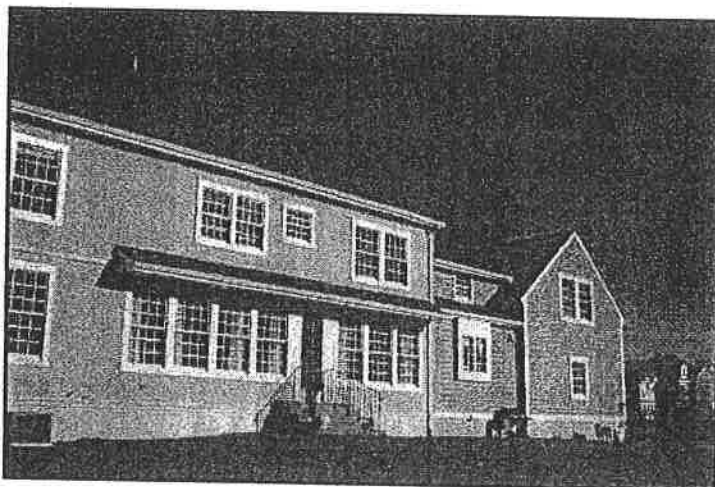
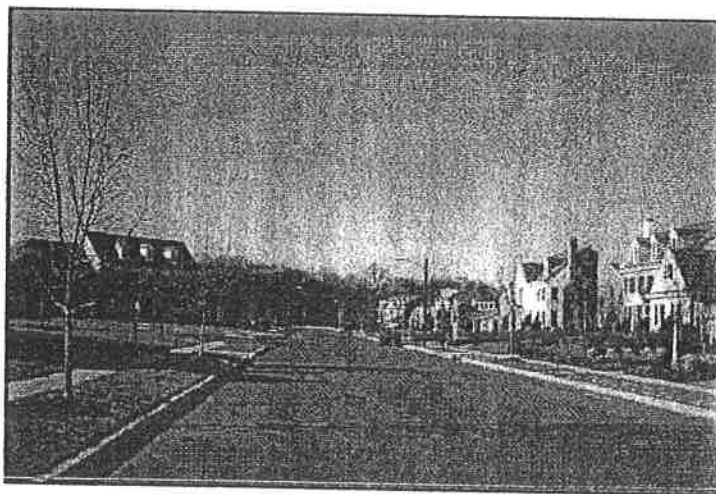
ALL TYPES OF FINANCING ARE AVAILABLE FOR MORTGAGES IN THIS AREA. BUYDOWNS AND SELLER ASSISTANCE ARE COMMON WITH NO AFFECT ON THE MARKET. A REVIEW OF CURRENT LISTINGS AND UNDER CONTRACT SALES INDICATE THAT PROPERTY VALUES ARE STABLE. ESTIMATED MARKETING TIMES HAVE HISTORICALLY RANGED FROM 3-6 MONTHS.

Subject Photo Page

Borrower	JACOBS				
Property Address	817 MATLACK DRIVE				
City	MOORESTOWN	County	BURLINGTON	State	NJ
Client	COMMERCE BANK, N.A.			Zip Code	08057

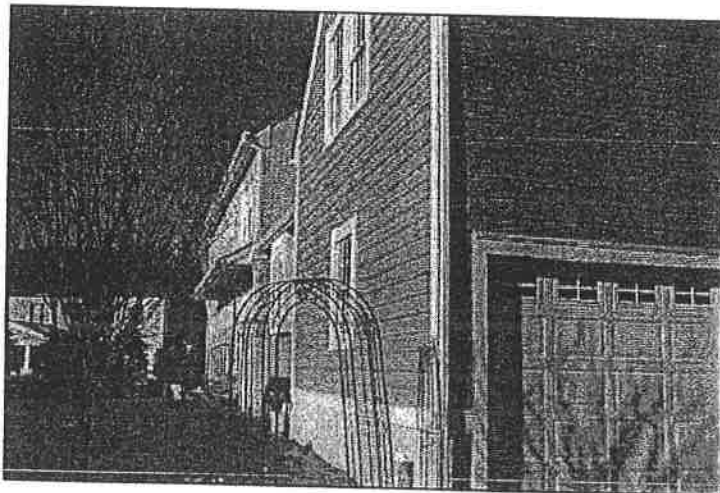
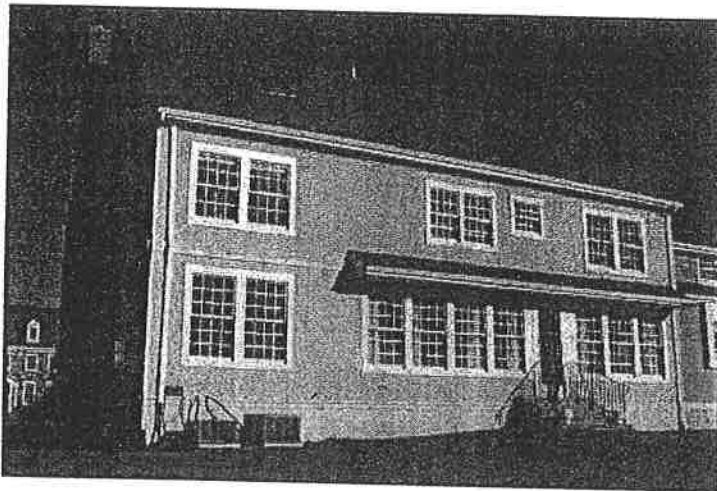
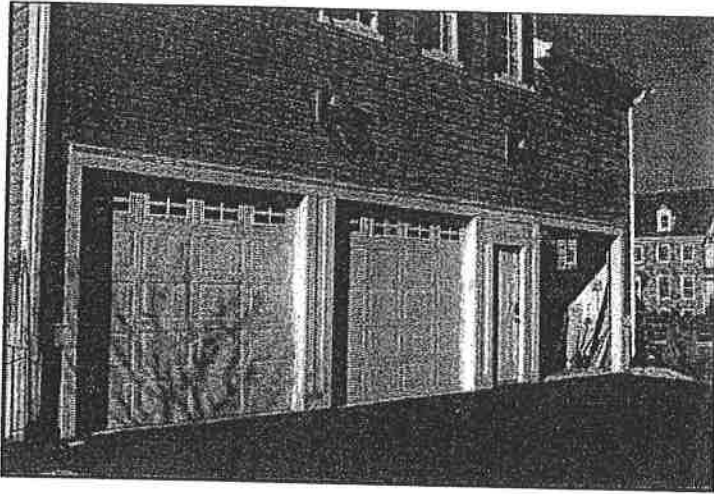
**Subject Front**

817 MATLACK DRIVE
 Sales Price 2,040,000
 Gross Living Area 6,272
 Total Rooms 12
 Total Bedrooms 7
 Total Bathrooms 7+2
 Location AVERAGE
 View AVERAGE
 Site 25,740 Sq.Ft.
 Quality GOOD
 Age 1

**Subject Rear****Subject Street**

Photograph Addendum

Borrower	JACOBS				
Property Address	817 MATLACK DRIVE				
City	MOORESTOWN	County	BURLINGTON	State	NJ
Client	COMMERCE BANK, N.A.			Zip Code	08057

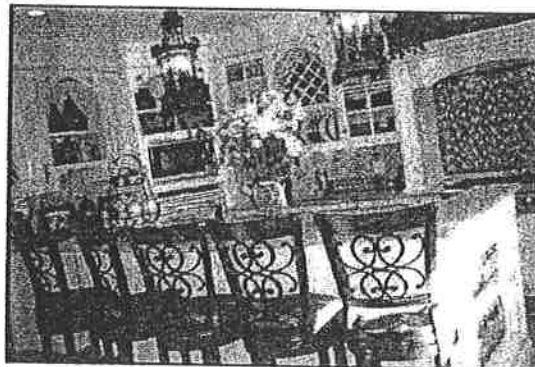


Photograph Addendum

Borrower	JACOBS				
Property Address	817 MATLACK DRIVE				
City	MOORESTOWN	County	BURLINGTON	State	NJ
Client	COMMERCE BANK, N.A.			Zip Code	08057



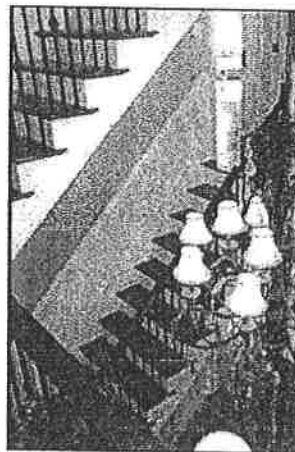
Comments:



Comments:



Comments:



Comments:

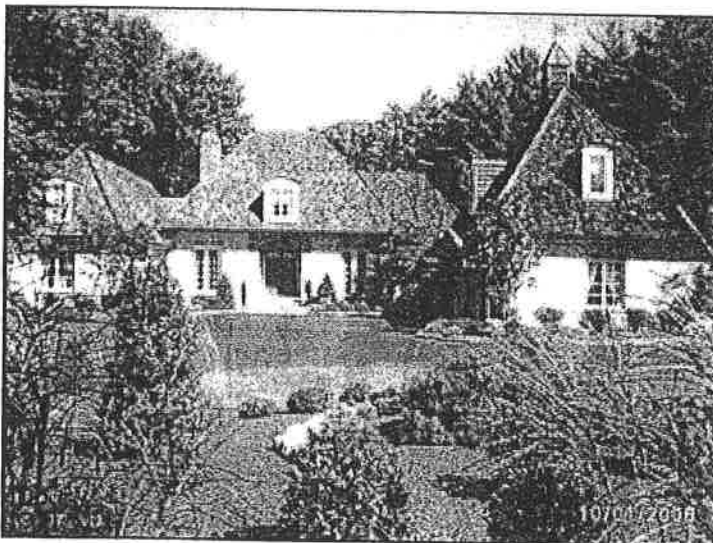
Comparable Photo Page

Borrower	JACOBS				
Property Address	817 MATLACK DRIVE				
City	MOORESTOWN	County	BURLINGTON	State	N.J.
Client	COMMERCE BANK, N.A.	Zip Code	08057		



Comparable 1

804 MATLACK DRIVE
Prox. to Subject 0.03 miles E
Sales Price 1,850,000
Gross Living Area 5,643
Total Rooms 10
Total Bedrooms 6
Total Bathrooms 5+2
Location AVERAGE
View AVERAGE
Site 30,000+- Sq.Ft.
Quality GOOD
Age NEW



Comparable 2

807 RIVERTON ROAD
Prox. to Subject 0.18 miles NE
Sales Price 1,900,000
Gross Living Area 5,534
Total Rooms 10
Total Bedrooms 5
Total Bathrooms 5+1
Location AVERAGE
View AVERAGE
Site 2.1+-ACRES
Quality GOOD
Age 10+-

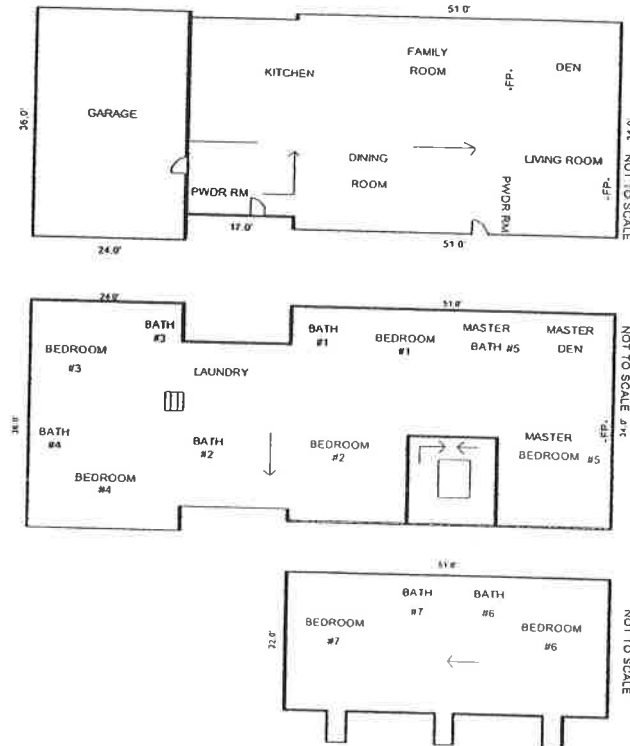


Comparable 3

321 E OAK AVENUE
Prox. to Subject 1.36 miles SE
Sales Price 2,900,000
Gross Living Area 5,446
Total Rooms 13
Total Bedrooms 8
Total Bathrooms 4+1
Location AVERAGE
View AVERAGE
Site 6+-ACRES
Quality AVERAGE
Age 91+-

Building Sketch

Borrower	JACOBS								
Property Address	817 MATLACK DRIVE								
City	MOORESTOWN	County	BURLINGTON	State	NJ	Zip Code	08057		
Client	COMMERCE BANK, N.A.								



Sketch by Apex N.Y.

Comments:

AREA CALCULATIONS SUMMARY			
Code	Description	Net Size	Net Totals
GLA1	First Floor	2261.0	2261.0
GLA2	Second Floor	3040.0	
	OPEN	-196.0	2844.0
GLA3	Third Floor	1167.0	1167.0
GAR	Garage	864.0	864.0
Net LIVABLE Area		(Rounded)	6272

LIVING AREA BREAKDOWN		
Breakdown		Subtotals
First Floor		
17.0 x 31.0		527.0
34.0 x 51.0		1734.0
Second Floor		
24.0 x 36.0		864.0
17.0 x 26.0		442.0
34.0 x 51.0		1734.0
OPEN		
14.0 x 14.0		-196.0
Third Floor		
3.0 x 5.0		15.0
3.0 x 5.0		15.0
3.0 x 5.0		15.0
22.0 x 51.0		1122.0
10 Items	(Rounded)	6272

Location Map

Borrower	JACOBS
Property Address	817 MATLACK DRIVE
City	MOORESTOWN
County	BURLINGTON
State	N.J.
Zip Code	08057
Client	COMMERCE BANK, N.A.

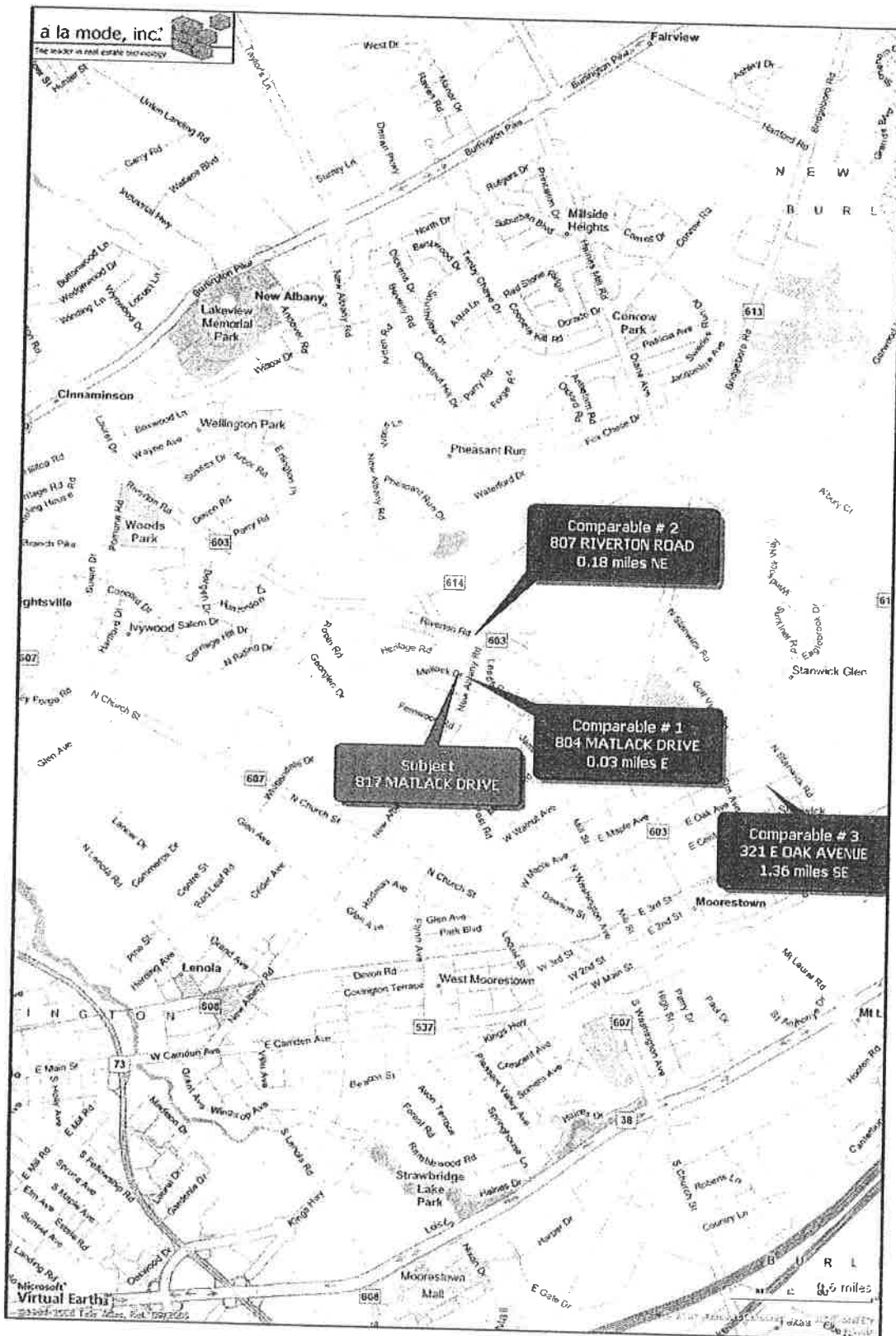


EXHIBIT "E"

Sherman, Silverstein, Kohl, Rose & Podolsky, P.A.

A Professional Corporation
Fairway Corporate Center
4300 Haddonfield Road - Suite 311
Pennsauken, New Jersey 08109
Telephone: (856) 662-0700 - Facsimile: (856) 488-4744
www.sskrplaw.com

Edward J. Hovatter, Esquire

Direct Dial: (856) 661-2091
e-mail: ehovatter@sskrplaw.com

January 7, 2008

Via Fax (856-235-6898) and Regular Mail

Rudi Grueneberg, Esquire
704 East Main Street
Moorestown, NJ 08057

Re: Jacobs From Reed
Purchase and Sale of 817 Matlack Street, Moorestown, NJ 08057
Our File No.: 10657.101

Dear Rudi:

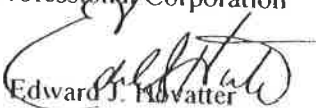
To follow-up from our telephone conference of January 4, 2008, with regard to the above referenced property, I am enclosing herewith a Statement of Credit Denial, Termination or Change dated January 4, 2008 issued by Commerce Bank, N.A., together with the appraisal of real property prepared by Robert J. Jones, Jr. As you can see, the appraised value of the Property is \$90,000 less than the contract sale price. Based on this information, and pursuant to Paragraph 9 of the Contract for Sale, the Buyer is hereby terminating same effective immediately.

Please provide me with your client's written authorization to have the Deposit current held by B.T. Edgar & Son released to my clients.

Should you have any comments or questions, or wish to discuss this matter in further detail, please do not hesitate to contact me.

Very truly yours,

SHERMAN, SILVERSTEIN, KOHL, ROSE & PODOLSKY, P.A.
A Professional Corporation


Edward J. Hovatter

EJH/mat

cc: Scott Jacobs
Holly Donahue
Melissa Young
Louise Marsh Carter

EXHIBIT L

McCRINK, KEHLER & McCRINK

MATTHEW R. McCRINK
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July 3, 2008

Via New Jersey Lawyers Service
Superior Court of New Jersey
Burlington County
Law Division
49 Rancocas Road
Mount Holly, NJ 08060

Re: **Scott Jacobs and Traci Jacobs, Husband and Wife, and Miriam Jacobs v.
Frank J. Reed, III and Christian Reed, Husband and Wife, and B.T. Edgar &
Son**

**Frank J. Reed, III and Christina Reed, Husband and Wife v.
First Jersey Appraisal Group, Robert J. Jones, Jr., Commerce Bank, N.A.,
John Does One through Ten, and John Doe Corporations One through Ten**

Docket No.: BUR-L-1418-08

Dear Sir/Madam:

Enclosed please find:

- (X) Answer, Counterclaim and Third-Party Complaint (Original and 2 Copies)
- (X) Check for \$200.00
- (X) Self addressed, stamped envelope

Would you please:

- (X) File
- (X) Return Filed Copy in SASE

Thank you.

Very truly yours,

McCRINK, KEHLER & McCRINK



MATTHEW R. McCRINK

MRM/rjk

cc: Jeffrey P. Resnick, Esquire – *Via New Jersey Lawyers Service*
First Jersey Appraisal Group - *Via New Jersey Lawyers Service*
Robert J. Jones, Jr. – *Via New Jersey Lawyers Service*
Commerce Bank, N.A. – *Via New Jersey Lawyers Service*

McCRINK, KEHLER & McCRINK

475 ROUTE 73 NORTH

WEST BERLIN, NEW JERSEY

TELEPHONE 856-768-0033

FACSIMILE 856-768-7243

ATTORNEYS FOR DEFENDANTS/THIRD-PARTY PLAINTIFFS FRANK J. REED, III
and CHRISTINA A. REED

SCOTT JACOBS and TRACI
JACOBS, HUSBAND AND WIFE,
and MIRIAM JACOBS,

Plaintiffs,
vs.

FRANK J. REED, III and CHRISTINA
A. REED, HUSBAND AND WIFE,
and B.T. EDGAR & SON;

Defendants.

FRANK J. REED, III and CHRISTINA
A. REED, HUSBAND AND WIFE,

Third-Party Plaintiffs,

vs.

FIRST JERSEY APPRAISAL
GROUP; ROBERT J. JONES, JR.;
COMMERCE BANK, N.A.; JOHN
DOES ONE (1) THROUGH TEN (10);
and JOHN DOE CORPORATIONS
ONE (1) THROUGH (10),

Third-Party Defendants.

SUPERIOR COURT OF NEW JERSEY
BURLINGTON COUNTY
LAW DIVISION

DOCKET NO. BUR-L-1418-08

CIVIL ACTION

**ANSWER, COUNTERCLAIM AND
THIRD-PARTY COMPLAINT**

The Defendants, Frank J. Reed, III, and Christina A. Reed, by way of Answer to
Plaintiffs' Complaint, hereby say:

COUNT ONE

1. Admitted.
2. Admitted.
3. Admitted.
4. The answering Defendants are without sufficient knowledge to either admit or deny this allegation, and therefore leave Plaintiffs to their proofs.
5. Admitted.
6. The answering Defendants are without sufficient knowledge to either admit or deny this allegation, and therefore leave Plaintiffs to their proofs.
7. Admitted.
8. Admitted.
9. Admitted.
10. Admitted.
11. Admitted.
12. The answering Defendants are without sufficient knowledge to either admit or deny this allegation, and therefore leave Plaintiffs to their proofs.
13. The answering Defendants are without sufficient knowledge to either admit or deny this allegation, and therefore leave Plaintiffs to their proofs.
14. The answering Defendants are without sufficient knowledge to either admit or deny this allegation, and therefore leave Plaintiffs to their proofs.
15. The answering Defendants are without sufficient knowledge to either admit or deny this allegation, and therefore leave Plaintiffs to their proofs.
16. The answering Defendants are without sufficient knowledge to either admit or deny this allegation, and therefore leave Plaintiffs to their proofs.

17. The answering Defendants are without sufficient knowledge to either admit or deny this allegation, and therefore leave Plaintiffs to their proofs.
18. Denied, in part, in that there were additional reasons as well.
19. Denied.
20. Denied.
21. The answering Defendants are without sufficient knowledge to either admit or deny this allegation, and therefore leave Plaintiffs to their proofs.
22. Denied.

WHEREFORE, Defendants demand judgment dismissing Plaintiffs' Complaint with prejudice, together with cost of suit and attorneys fees.

SEPARATE AND AFFIRMATIVE DEFENSES

1. Plaintiffs fail to state a claim upon which relief can be granted.
2. Plaintiffs do not have standing to file suit in this matter.
3. Plaintiffs' claim is barred by the Statute of Limitations.
4. Plaintiffs' claim is barred by the Statute of Frauds.
5. Plaintiffs' claim is barred by the Doctrine of Laches.
6. Plaintiffs' claim is barred by the Doctrine of Estoppel.
7. Plaintiffs' claim is barred by the Doctrine of Unclean Hands.
8. Plaintiffs' claim is barred by the Doctrine of Accord and Satisfaction.
9. Answering Defendants owe no duty to Plaintiffs.
10. Plaintiffs committed fraud in the inducement.
11. Plaintiffs assumed the risk associated with the loss they allegedly incurred.
12. Plaintiffs are contractually obligated to submit this claim to arbitration and

are barred from pursuing a claim in court.

13. Answering Defendants are entitled to indemnification and/ or contribution from other parties who caused or contributed to the Plaintiffs' claim.
14. Answering Defendants are entitled to a set off against the Plaintiffs' claim.
15. Plaintiffs' claim is barred by lack of privity of contract with named Defendants.
16. Plaintiffs are in breach of the contract with the Defendants.
17. Plaintiffs' claim is barred by virtue of their failure to act in good faith.
18. Plaintiffs are barred from recovery due to their own negligence and/or comparative negligence.
19. Plaintiffs' damages, if any, were the direct result of the negligence of others, over whom these Defendants exercised no right of control.
20. Service of process was improper and these answering Defendants reserve the right to move to strike Plaintiffs' Complaint, including at time of trial.
21. Plaintiffs failed to join a necessary party.
22. Plaintiffs' claim is barred by the entire controversy doctrine.
23. Plaintiffs' claim is barred based upon mutual mistake.
24. Any contract or agreement referred to by Plaintiff was made void by novation.
25. The contract between the parties was not voluntarily entered into and the Defendant entered into the contract under duress.
26. Plaintiffs' claim is barred based upon impossibility.
27. Plaintiffs' claim is barred by the waiver doctrine.

COUNTERCLAIM

1. On December 8, 2007, Plaintiffs, Scott and Traci Jacobs, entered into a contract to purchase the aforementioned property from the Counterclaimants.
2. The Contract provided, amongst other things:
 - (a) ¶ 6 Plaintiffs were to pay \$2,040,000 for the purchase of the property owned by Defendants;
 - (b) ¶ 9 Plaintiffs were to apply for the loan in writing on lender's standard form within seven (7) days after the expiration of the Attorney Review period and use their best efforts to obtain it;
 - (c) ¶ 9 The Plaintiffs were to obtain a written mortgage commitment and provide it to the Defendants by January 7, 2008;
 - (d) ¶ 9 The deposit monies paid by the Plaintiffs were to be returned to the Plaintiffs unless failure to obtain the mortgage commitment was the result of the Plaintiffs' negligence or intentional conduct or failure to diligently pursue the mortgage application; and
 - (e) ¶ 14 Settlement was to occur on or before February 7, 2008 at 4:00pm.
3. Commerce Bank, the Plaintiff's lender, hired First Jersey Appraisal Group to perform an appraisal of the Defendant's real property located at 817 Matlack Drive.
4. Appraiser Robert J. Jones, Jr., who was working in his capacity as an agent and employee of First Jersey Appraisal Group, performed and provided the Plaintiffs with an Appraisal of 817 Matlack Drive.

5. The Plaintiffs then provided the Defendants with that appraisal, which the Defendants relied on as a true and accurate indication of the value of 817 Matlack Drive.
6. The appraisal contained inaccurate information regarding the real property in question, including but not limited to an incorrect account of the number of bedrooms and above grade baths.
7. As a result, the comparable properties used in the appraisal were also inaccurate.
8. On or about January 7, 2008, the Defendants' attorney informed Plaintiffs of multiple errors in the appraisal, at which time the Defendants agreed to extend the mortgage commitment period through January 11, 2008, or longer if needed, in order to provide Commerce Bank with the necessary time to review the appraisal and resolve any and all errors, which Commerce Bank failed to do.
9. Paragraph 9 of the Contract for Sale required the Plaintiffs to "use their best efforts to obtain" a mortgage commitment.
10. However, rather than have the appraisal reviewed and corrected in order to complete their application for a mortgage, the Plaintiffs acted in bad faith by knowingly dismissing the errors that the Defendants found in the appraisal, at which time the Plaintiffs backed out of the Contract for Sale.
11. The Defendants subsequently obtained a second appraisal through Commerce Bank that was true and accurate. Commerce Bank used a different company for this second appraisal, Robert M. Sapio Real Estate Appraisal & Consulting, LLC, which appraisal indicated an appraised value of \$2,040,000.00, a value equal to the purchase price indicated on the Contract for Sale. (Attached hereto as Exhibit A.)

COUNT ONE – BREACH OF CONTRACT

1. The Plaintiff Scott Jacobs breached the Contract for Sale by intentionally or negligently failing to deliver a mortgage commitment by January 7, 2008.
2. The Plaintiff Scott Jacobs further breached the Contract for Sale by failing to close by February 7, 2008.
3. As a result of the Plaintiff Scott Jacobs' breach, the Defendants suffered damages including but not limited to proceeds from the sale of the real property, carrying costs to continue the maintenance and support of the real property, and diminution of the value of the real property.
4. The Plaintiff Scott Jacobs' actions also constituted a breach of the covenant of good faith and fair dealing, resulting in damages to the Defendants.

WHEREFORE, Defendants demand damages as follows:

- (a) All damages sustained and all costs incurred;
- (b) Interests and costs of suit;
- (c) Specific performance in the form of Plaintiffs purchasing the property for the contract price; and
- (d) Such other and further relief as the Court may deem equitable and just.

COUNT TWO – BREACH OF CONTRACT

1. The Defendants repeat the allegations of Count One of the Counterclaim as if set forth herein at length.
2. The Plaintiff Traci Jacobs breached the Contract for Sale by intentionally or negligently failing to deliver a mortgage commitment by January 7, 2008.
3. The Plaintiff Traci Jacobs further breached the Contract for Sale by failing to

close by February 7, 2008.

4. As a result of the Plaintiff Traci Jacobs' breach, the Defendants suffered damages including but not limited to proceeds from the sale of the real property, carrying costs to continue the maintenance and support of the real property, and diminution of the value of the real property.
5. The Plaintiff Traci Jacobs' actions also constituted a breach of the covenant of good faith and fair dealing, resulting in damages to the Defendants.

WHEREFORE, Defendants demand damages as follows:

- (a) All damages sustained and all costs incurred;
- (b) Interests and costs of suit;
- (c) Specific performance in the form of Plaintiffs purchasing the property for the contract price; and
- (d) Such other and further relief as the Court may deem equitable and just.

COUNT THREE – BREACH OF CONTRACT

1. The Defendants repeat the allegations of Counts One and Two of the Counterclaim as if set forth herein at length.
2. The Plaintiff Miriam Jacobs breached the Contract for Sale by intentionally or negligently failing to deliver a mortgage commitment by January 7, 2008.
3. The Plaintiff Traci Jacobs further breached the Contract for Sale by failing to close by February 7, 2008.
4. As a result of the Plaintiff Miriam Jacobs' breach, the Defendants suffered damages including but not limited to proceeds from the sale of the real property, carrying costs to continue the maintenance and support of the real property, and diminution of the value of the real property.

5. The Plaintiff Miriam Jacobs' actions also constituted a breach of the covenant of good faith and fair dealing, resulting in damages to the Defendants.

WHEREFORE, Defendants demand damages as follows:

- (a) All damages sustained and all costs incurred;
- (b) Interests and costs of suit;
- (c) Specific performance in the form of Plaintiffs purchasing the property for the contract price; and
- (d) Such other and further relief as the Court may deem equitable and just.

COUNT FOUR-FRAUD, CIVIL CONSPIRACY, AIDING AND ABETTING

FRAUD

1. The Defendants repeat the allegations of Counts One, Two and Three of the Counterclaim as if set forth herein at length.
2. The Plaintiff Scott Jacobs knowingly, willingly, and fraudulently deprived Defendants of the benefit of the sale of the real property through his acts and omissions including, but not limited to:
 - a. Dismissing the errors found in the appraisal;
 - b. Failing to have the initial appraisal reviewed and revised;
 - c. Ensuring that the contract for sale would be rendered unenforceable, thereby ensuring Defendants would not receive the benefit of the performance of the contract; and
 - d. Refusing to acknowledge the second, accurate appraisal.
3. The Plaintiff Scott Jacobs knowingly, willingly, and fraudulently engaged in a civil conspiracy with Plaintiff Traci Jacobs and Plaintiff Miriam Jacobs to

deprive Defendants of the benefit of the sale of the real property through their acts and omissions including, but not limited to:

- a. Dismissing the errors found in the appraisal;
 - b. Failing to have the initial appraisal reviewed and revised;
 - c. Ensuring that the contract for sale would be rendered unenforceable, thereby ensuring Defendants would not receive the benefit of the performance of the contract; and
 - d. Refusing to acknowledge the second, accurate appraisal which would have resulted in an enforceable contract for sale.
4. It was the intention of the Plaintiff Scott Jacobs and Plaintiff Traci Jacobs and Plaintiff Miriam Jacobs, from the time the Plaintiffs knew they could not perform their obligations under the contract, to defraud the Defendants out of their interest in the same.
5. Defendants relied upon the false representations of Plaintiff Scott Jacobs and Plaintiff Traci Jacobs and Plaintiff Miriam Jacobs in allowing the Plaintiffs to be relieved of their obligations regarding sale of the property.
6. As a result of Plaintiff Scott Jacobs' and Plaintiff Traci Jacobs' and Plaintiff Miriam Jacobs' dishonest and fraudulent conduct the Defendants have sustained, and continue to sustain damages.
7. Third-Party Defendants, First Jersey Appraisal Group and Robert J. Jones, Jr. are persons and/or entities that had constructive or actual knowledge of Plaintiffs' interests in the contract of sale of the Property and conspired with the Defendants to defraud Plaintiffs out of the benefit of the contract for sale of the Property and/or to aid and abet their fraudulent activity.

8. Third-Party Defendants, JOHN DOES one (1) through ten (10) and JOHN DOE CORPORATIONS one (1) through ten (10) are unknown persons and/or entities that had constructive or actual knowledge of Defendants' interests in the contract of sale of the Property and conspired with the Plaintiffs to defraud Defendants out of the benefit of the contract for sale of the Property and/or to aid and abet their fraudulent activity.

WHEREFORE, Defendants demand damages as follows:

- (a) Damages sustained and costs incurred;
- (b) Punitive Damages;
- (c) Reasonable Attorneys Fees and legal expenses;
- (d) Interest and costs of suit; and
- (e) Such other and further relief as the Court may deem equitable and just.

COUNT FIVE-FRAUD, CIVIL CONSPIRACY, AIDING AND ABETTING FRAUD

1. The Defendants repeat the allegations of Counts One through Four of the Counterclaim as if set forth herein at length.
2. The Plaintiff Traci Jacobs knowingly, willingly, and fraudulently deprived Defendants of the benefit of the sale of the real property through his acts and omissions including, but not limited to:
 - a. Dismissing the errors found in the appraisal;
 - b. Failing to have the initial appraisal reviewed and revised;
 - c. Ensuring that the contract for sale would be rendered unenforceable, thereby ensuring Defendants would not receive the benefit of the performance of the contract; and
 - d. Refusing to acknowledge the second, accurate appraisal.

3. The Plaintiff Traci Jacobs knowingly, willingly, and fraudulently engaged in a civil conspiracy with Plaintiff Scott Jacobs and Plaintiff Miriam Jacobs to deprive Defendants of the benefit of the sale of the real property through their acts and omissions including, but not limited to:
 - a. Dismissing the errors found in the appraisal;
 - b. Failing to have the initial appraisal reviewed and revised;
 - c. Ensuring that the contract for sale would be rendered unenforceable, thereby ensuring Defendants would not receive the benefit of the performance of the contract; and
 - d. Refusing to acknowledge the second, accurate appraisal which would have resulted in an enforceable contract for sale.
4. It was the intention of the Plaintiff Traci Jacobs and Plaintiff Scott Jacobs and Plaintiff Miriam Jacobs, from the time the Plaintiffs knew they could not perform their obligations under the contract, to defraud the Defendants out of their interest in the same.
5. Defendants relied upon the false representations of Plaintiff Traci Jacobs and Plaintiff Scott Jacobs and Plaintiff Miriam Jacobs in allowing the Plaintiffs to be relieved of their obligations regarding sale of the property.
6. As a result of Plaintiff Traci Jacobs' and Plaintiff Scott Jacobs' and Plaintiff Miriam Jacobs' dishonest and fraudulent conduct the Defendants have sustained, and continue to sustain damages.
7. Third-Party Defendants, First Jersey Appraisal Group and Robert J. Jones, Jr. are persons and/or entities that had constructive or actual knowledge of Plaintiffs' interests in the contract of sale of the Property and conspired with the Defendants

to defraud Plaintiffs out of the benefit of the contract for sale of the Property and/or to aid and abet their fraudulent activity.

8. Third-Party Defendants, JOHN DOES one (1) through ten (10) and JOHN DOE CORPORATIONS one (1) through ten (10) are unknown persons and/or entities that had constructive or actual knowledge of Defendants' interests in the contract of sale of the Property and conspired with the Plaintiffs to defraud Defendants out of the benefit of the contract for sale of the Property and/or to aid and abet their fraudulent activity.

WHEREFORE, Defendants demand damages as follows:

- (a) Damages sustained and costs incurred;
- (b) Punitive Damages;
- (c) Reasonable Attorneys Fees and legal expenses;
- (d) Interest and costs of suit; and
- (e) Such other and further relief as the Court may deem equitable and just.

COUNT SIX-FRAUD, CIVIL CONSPIRACY, AIDING AND ABETTING FRAUD

1. The Defendants repeat the allegations of Counts One through Five of the Counterclaim as if set forth herein at length.
2. The Plaintiff Miriam Jacobs knowingly, willingly, and fraudulently deprived Defendants of the benefit of the sale of the real property through his acts and omissions including, but not limited to:
 - a. Dismissing the errors found in the appraisal;
 - b. Failing to have the initial appraisal reviewed and revised;
 - c. Ensuring that the contract for sale would be rendered unenforceable, thereby

ensuring Defendants would not receive the benefit of the performance of the contract; and

d. Refusing to acknowledge the second, accurate appraisal.

3. The Plaintiff Miriam Jacobs knowingly, willingly, and fraudulently engaged in a civil conspiracy with Plaintiff Scott Jacobs and Plaintiff Traci Jacobs to deprive Defendants of the benefit of the sale of the real property through their acts and omissions including, but not limited to:

a. Dismissing the errors found in the appraisal;

b. Failing to have the initial appraisal reviewed and revised;

Ensuring that the contract for sale would be rendered unenforceable, thereby ensuring Defendants would not receive the benefit of the performance of the contract; and

c. Refusing to acknowledge the second, accurate appraisal which would have resulted in an enforceable contract for sale.

4. It was the intention of the Plaintiff Miriam Jacobs and Plaintiff Scott Jacobs and Plaintiff Traci Jacobs, from the time the Plaintiffs knew they could not perform their obligations under the contract, to defraud the Defendants out of their interest in the same.

5. Defendants relied upon the false representations of Plaintiff Miriam Jacobs and Plaintiff Scott Jacobs and Plaintiff Traci Jacobs in allowing the Plaintiffs to be relieved of their obligations regarding sale of the property.

6. As a result of Plaintiff Miriam Jacobs' and Plaintiff Scott Jacobs' and Plaintiff Traci Jacobs' dishonest and fraudulent conduct the Defendants have sustained, and continue to sustain damages.

7. Third-Party Defendants, First Jersey Appraisal Group and Robert J. Jones, Jr. are persons and/or entities that had constructive or actual knowledge of Plaintiffs' interests in the contract of sale of the Property and conspired with the Defendants to defraud Plaintiffs out of the benefit of the contract for sale of the Property and/or to aid and abet their fraudulent activity.
8. Third-Party Defendants, JOHN DOES one (1) through ten (10) and JOHN DOE CORPORATIONS one (1) through ten (10) are unknown persons and/or entities that had constructive or actual knowledge of Defendants' interests in the contract of sale of the Property and conspired with the Plaintiffs to defraud Defendants out of the benefit of the contract for sale of the Property and/or to aid and abet their fraudulent activity.

WHEREFORE, Defendants demand damages as follows:

- (a) Damages sustained and costs incurred;
- (b) Punitive Damages;
- (c) Reasonable Attorneys Fees and legal expenses;
- (d) Interest and costs of suit; and
- (e) Such other and further relief as the Court may deem equitable and just.

COUNT SEVEN – NEGLIGENCE

1. The Defendants repeat the allegations of Counts One through Six of the Counterclaim as if set forth herein at length.
2. The Plaintiff Scott Jacobs acted negligently in failing to obtain a true and accurate appraisal of the real property located at 817 Matlack Drive.
3. As a result of the Plaintiff Scott Jacobs' actions, the Defendants suffered damages including but not limited to proceeds from the sale of the real

property, carrying costs to continue the maintenance and support of the real property, and diminution of the value of the real property.

WHEREFORE, Defendants demand damages as follows:

- (a) All damages sustained and all costs incurred;
- (b) Interests and costs of suit; and
- (c) Such other and further relief as the Court may deem equitable and just.

COUNT EIGHT – NEGLIGENCE

1. The Defendants repeat the allegations of Counts One through Seven of the Counterclaim as if set forth herein at length.
2. The Plaintiff Traci Jacobs acted negligently in failing to obtain a true and accurate appraisal of the real property located at 817 Matlack Drive.
3. As a result of the Plaintiff Traci Jacobs' actions, the Defendants suffered damages including but not limited to proceeds from the sale of the real property, carrying costs to continue the maintenance and support of the real property, and diminution of the value of the real property.

WHEREFORE, Defendants demand damages as follows:

- (a) All damages sustained and all costs incurred;
- (b) Interests and costs of suit; and
- (c) Such other and further relief as the Court may deem equitable and just.

COUNT NINE – NEGLIGENCE

1. The Defendants repeat the allegations of Counts One through Eight of the Counterclaim as if set forth herein at length.
2. The Plaintiff Miriam Jacobs acted negligently in failing to obtain a true and accurate appraisal of the real property located at 817 Matlack Drive.

3. As a result of the Plaintiff Miriam Jacobs' actions, the Defendants suffered damages including but not limited to proceeds from the sale of the real property, carrying costs to continue the maintenance and support of the real property, and diminution of the value of the real property.

WHEREFORE, Defendants demand damages as follows:

- (a) All damages sustained and all costs incurred;
- (b) Interests and costs of suit; and
- (c) Such other and further relief as the Court may deem equitable and just.

THIRD-PARTY COMPLAINT

1. The Defendants/Third-Party Plaintiffs repeat the allegations of the Counterclaim as if set forth herein at length.
2. Third-Party Defendant is First Jersey Appraisal Group, 413 Crystal Lake Avenue, Suite 202, Haddonfield, New Jersey.
3. Third-Party Defendant is Robert J. Jones, Jr., an employee and agent of Third-Party Defendant First Jersey Appraisal Group.
4. Third-Party Defendant is Commerce Bank, N.A., 6000 Atrium Way, Mount Laurel, New Jersey.
5. Third-Party Defendants, JOHN DOES one (1) through ten (10), and are the fictitious names of other persons who are or may be liable to Third-Party Plaintiffs, whose identity is not yet known.
6. Third-Party Defendants, JOHN DOE CORPORATIONS one (1) through ten (10), are the fictitious names of other entities who are or may be liable to Third-Party Plaintiffs, whose identity is not yet known.

7. The remaining material facts for the Third-Party Complaint are the same as set forth in the Defendants' Counterclaim, and in the interest of judicial economy will not be repeated herein.

COUNT TEN – TORTIOUS INTERFERENCE

1. The Third-Party Defendant First Jersey Appraisal Group had knowledge of the Contract for Sale of 817 Matlack Drive.
2. The Third-Party Defendant First Jersey Appraisal Group intentionally interfered in the contractual relationship between the parties to that contract.
3. The actions of Third-Party Defendant First Jersey Appraisal Group resulted in a breach of the contract by the buyers.
4. As a result of the interference by Third-Party Defendant First Jersey Appraisal Group, the Third-Party Plaintiffs suffered damages including but not limited to proceeds from the sale of the real property, carrying costs to continue the maintenance and support of the real property, and diminution of the value of the real property.

WHEREFORE, Third-Party Plaintiffs demand damages as follows:

- (a) All damages sustained and all costs incurred;
- (b) Interests and costs of suit; and
- (c) Such other and further relief as the Court may deem equitable and just.

COUNT ELEVEN – TORTIOUS INTERFERENCE

1. The Third-Party Plaintiffs repeat the allegations of Count Ten of the Third-Party Complaint as if set forth herein at length.
2. The Third-Party Defendant Robert J. Jones, Jr. had knowledge of the Contract for Sale of 817 Matlack Drive.

3. The Third-Party Defendant Robert J. Jones, Jr. intentionally interfered in the contractual relationship between the parties to that contract.
4. The actions of Third-Party Defendant Robert J. Jones, Jr. resulted in a breach of the contract by the buyers.
5. As a result of the interference by Third-Party Defendant Robert J. Jones, Jr., the Third-Party Plaintiffs suffered damages including but not limited to proceeds from the sale of the real property, carrying costs to continue the maintenance and support of the real property, and diminution of the value of the real property.

WHEREFORE, Third-Party Plaintiffs demand damages as follows:

- (a) All damages sustained and all costs incurred;
- (b) Interests and costs of suit; and
- (c) Such other and further relief as the Court may deem equitable and just.

COUNT TWELVE – TORTIOUS INTERFERENCE

1. The Third-Party Plaintiffs repeat the allegations of Counts Ten and Eleven of the Third-Party Complaint as if set forth herein at length.
2. The Third-Party Defendant Commerce Bank, N.A. had knowledge of the Contract for Sale of 817 Matlack Drive.
3. The Third-Party Defendant Commerce Bank, N.A. intentionally interfered in the contractual relationship between the parties to that contract.
4. The actions of Third-Party Defendant Commerce Bank, N.A. resulted in a breach of the contract by the buyers.
5. As a result of the interference by Third-Party Defendant Commerce Bank, N.A., the Third-Party Plaintiffs suffered damages including but not limited to

proceeds from the sale of the real property, carrying costs to continue the maintenance and support of the real property, and diminution of the value of the real property.

WHEREFORE, Third-Party Plaintiffs demand damages as follows:

- (a) All damages sustained and all costs incurred;
- (b) Interests and costs of suit; and
- (c) Such other and further relief as the Court may deem equitable and just.

COUNT THIRTEEN – FRAUD, CIVIL CONSPIRACY, AIDING AND ABETTING

FRAUD

1. The Third-Party Plaintiffs repeat the allegations of Counts Ten through Twelve of the Third-Party Complaint as if set forth herein at length.
2. The Third-Party Defendant First Jersey Appraisal Group knowingly, willingly, and fraudulently deprived Third-Party Plaintiffs of the benefit of the sale of the real property through his acts and omissions including, but not limited to:
 - a. Dismissing the errors found in the appraisal;
 - b. Failing to have the initial appraisal reviewed and revised; and
 - c. Ensuring that the contract for sale would be rendered unenforceable, thereby ensuring Defendants would not receive the benefit of the performance of the contract.
3. The Third-Party Defendant First Jersey Appraisal Group knowingly, willingly, and fraudulently engaged in a civil conspiracy with Third-Party Defendant Robert J. Jones, Jr. to deprive Third-Party Plaintiffs of the benefit of the sale of the real property through their acts and omissions including, but not limited

to;

- a. Dismissing the errors found in the appraisal;
 - b. Failing to have the initial appraisal reviewed and revised; and
 - c. Ensuring that the contract for sale would be rendered unenforceable, thereby ensuring Third-Party Plaintiffs would not receive the benefit of the performance of the contract.
4. It was the intention of the Third-Party Defendant First Jersey Appraisal Group and Third-Party Defendant Robert J. Jones, Jr., from the time they knew the Plaintiffs could not perform their obligations under the contract, to defraud the Third-Party Plaintiffs out of their interest in the same.
 5. Third-Party Plaintiffs relied upon the false representations of Third-Party Defendant First Jersey Appraisal Group and Third-Party Defendant Robert J. Jones, Jr. in allowing the Plaintiffs to be relieved of their obligations regarding sale of the property.
 6. As a result of the Third-Party Defendant First Jersey Appraisal Group's and Third-Party Defendants Robert J. Jones, Jr.'s dishonest and fraudulent conduct, Third-Party Plaintiffs have sustained, and continue to sustain damages.
 7. Third-Party Defendants, JOHN DOES one (1) through ten (10) and JOHN DOE CORPORATIONS one (1) through ten (10) are unknown persons and/or entities that had constructive or actual knowledge of Third-Party Plaintiffs' interests in the contract of sale of the Property and conspired with the Plaintiffs and other Third-Party Defendants to defraud Third-Party Plaintiffs out of the benefit of the contract for sale of the Property and/or to aid and abet their fraudulent activity.

WHEREFORE, Third-Party Plaintiffs demand damages as follows:

- (a) All damages sustained and all costs incurred;
- (b) Punitive Damages;
- (c) Reasonable Attorneys Fees and legal expenses;
- (d) Interests and costs of suit; and
- (e) Such other and further relief as the Court may deem equitable and just.

COUNT FOURTEEN – FRAUD, CIVIL CONSPIRACY, AIDING AND ABETTING

FRAUD

1. The Third-Party Plaintiffs repeat the allegations of Counts Ten through Thirteen of the Third-Party Complaint as if set forth herein at length.
2. The Third-Party Defendant Robert J. Jones, Jr. knowingly, willingly, and fraudulently deprived Third-Party Plaintiffs of the benefit of the sale of the real property through his acts and omissions including, but not limited to:
 - a. Dismissing the errors found in the appraisal;
 - b. Failing to have the initial appraisal reviewed and revised; and
 - c. Ensuring that the contract for sale would be rendered unenforceable, thereby ensuring Defendants would not receive the benefit of the performance of the contract.
3. The Third-Party Defendant Robert J. Jones, Jr. knowingly, willingly, and fraudulently engaged in a civil conspiracy with Third-Party Defendant First Jersey Appraisal Group to deprive Third-Party Plaintiffs of the benefit of the sale of the real property through their acts and omissions including, but not limited to:
 - a. Dismissing the errors found in the appraisal;

- b. Failing to have the initial appraisal reviewed and revised; and
 - c. Ensuring that the contract for sale would be rendered unenforceable, thereby ensuring Third-Party Plaintiffs would not receive the benefit of the performance of the contract.
4. It was the intention of the Third-Party Defendant Robert J. Jones, Jr. and Third-Party Defendant First Jersey Appraisal Group, from the time they knew the Plaintiffs could not perform their obligations under the contract, to defraud the Third-Party Plaintiffs out of their interest in the same.
5. Third-Party Plaintiffs relied upon the false representations of Third-Party Defendant Robert J. Jones, Jr. and Third-Party Defendant First Jersey Appraisal Group in allowing the Plaintiffs to be relieved of their obligations regarding sale of the property.
6. As a result of the Third-Party Defendant Robert J. Jones, Jr.'s and Third-Party Defendants First Jersey Appraisal Group's dishonest and fraudulent conduct, Third-Party Plaintiffs have sustained, and continue to sustain damages.
7. Third-Party Defendants, JOHN DOES one (1) through ten (10) and JOHN DOE CORPORATIONS one (1) through ten (10) are unknown persons and/or entities that had constructive or actual knowledge of Third-Party Plaintiffs' interests in the contract of sale of the Property and conspired with the Plaintiffs and other Third-Party Defendants to defraud Third-Party Plaintiffs out of the benefit of the contract for sale of the Property and/or to aid and abet their fraudulent activity.

WHEREFORE, Third-Party Plaintiffs demand damages as follows:

- (a) All damages sustained and all costs incurred;

- (b) Punitive Damages;
- (c) Reasonable Attorneys Fees and legal expenses;
- (d) Interests and costs of suit; and
- (e) Such other and further relief as the Court may deem equitable and just.

COUNT FIFTEEN – NEGLIGENCE

1. The Third-Party Plaintiffs repeat the allegations of Counts Ten through Fourteen of the Third-Party Complaint as if set forth herein at length.
2. The Third-Party Defendant Commerce Bank, N.A. was negligent by, including but not limited to, denying funding based on an inaccurate appraisal.
3. As a direct and proximate result of that negligence, the Third-Party Plaintiffs suffered damages including but not limited to proceeds from the sale of the real property, carrying costs to continue the maintenance and support of the real property, and diminution of the value of the real property.

WHEREFORE, Third-Party Plaintiffs demand damages as follows:

- (a) All damages sustained and all costs incurred;
- (b) Interests and costs of suit; and
- (c) Such other and further relief as the Court may deem equitable and just.

COUNT SIXTEEN - NEGLIGENCE

1. The Third-Party Plaintiffs repeat the allegations of Counts Ten through Fifteen of the Third-Party Complaint as if set forth herein at length.
2. The Third-Party Defendant Robert J. Jones, Jr. was negligent in that he provided an inaccurate appraisal.

3. As a direct and proximate result of that negligence, the Third-Party Plaintiffs suffered damages including but not limited to proceeds from the sale of the real property, carrying costs to continue the maintenance and support of the real property, and diminution of the value of the real property.

WHEREFORE, Third-Party Plaintiffs demand damages as follows:

- (a) All damages sustained and all costs incurred;
- (b) Interests and costs of suit; and
- (c) Such other and further relief as the Court may deem equitable and just.

COUNT SEVENTEEN – NEGLIGENT SUPERVISION

1. The Third-Party Plaintiffs repeat the allegations of Counts Ten through Sixteen of the Third-Party Complaint as if set forth herein at length.
2. The Third-Party Defendant First Jersey Appraisal Group was negligent in the supervision of their employee and agent, Third-Party Defendant Robert J. Jones, Jr.
3. As a direct and proximate result of that negligent supervision, the Third-Party Plaintiffs suffered damages including but not limited to proceeds from the sale of the real property, carrying costs to continue the maintenance and support of the real property, and diminution of the value of the real property.

WHEREFORE, Third-Party Plaintiffs demand damages as follows:

- (a) All damages sustained and all costs incurred;
- (b) Interests and costs of suit; and
- (c) Such other and further relief as the Court may deem equitable and just.

JURY DEMAND

Defendant/Third Party Plaintiff demands trial by jury as to all issues.

DESIGNATION OF TRIAL COUNSEL

Pursuant to Rule 4:25-4, Matthew R. McCrink, Esquire, is hereby designated as trial counsel for answering Defendant/Third Party Plaintiff in the above matter.

McCRINK, KEHLER & McCRINK

By: 

MATTHEW R. McCRINK, ESQUIRE

CERTIFICATION

1. The undersigned certifies that this Answer, Counterclaim and Third-Party Complaint have been filed within the time period allowed by the Court Rules.
2. To the best of my knowledge and belief, there are no other parties who must be joined in this action.

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

McCRINK, KEHLER & McCRINK

By: 

MATTHEW R. McCRINK, ESQUIRE

Dated: 7/3/08


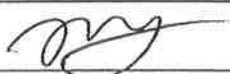
CIVIL CASE INFORMATION STATEMENT		FOR USE BY CLERK'S OFFICE ONLY
 <p style="text-align: center;">(CIS)</p> <p>Use for initial Law Division - Civil Part pleadings (not motions) under Rule 4:5-1.</p> <p>Pleading will be rejected for filing, under Rule 1:5-6(c), if information above the black bar is not completed or if attorney's signature is not affixed.</p>		PAYMENT TYPE: CK CQ CA <hr/> CHECK NO. <hr/> Amount: <hr/> Overpayment <hr/> Batch Number <hr/>
ATTORNEY/PRO SE NAME MATTHEW R. McCRINK, ESQUIRE	PHONE NUMBER 856-768-0033	COUNTY OF VENUE BURLINGTON COUNTY
FIRM NAME (if applicable) McCRINK, KEHLER & McCRINK		DOCKET NUMBER (IF AVAILABLE) BUR-L-001418-08
OFFICE ADDRESS 475 ROUTE 73 NORTH, WEST BERLIN, NEW JERSEY 08091		DOCUMENT TYPE ANSWER, COUNTERCLAIM and THIRD-PARTY COMPLAINT
NAME OF PARTY (e.g., John Doe, Plaintiff) FRANK J. REED, III and CHRISTINA A. REED, Husband and Wife		JURY DEMAND YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> <hr/> CAPTION Scott Jacobs and Traci Jacobs, Husband and Wife, and Miriam Jacobs v. Frank J. Reed, III and Christian Reed, Husband and Wife, and B.T. Edgar & Son <hr/> Frank J. Reed, III and Christina Reed, Husband and Wife v. First Jersey Appraisal Group, Robert J. Jones, Jr., Commerce Bank, N.A., John Does One through Ten, and John Doe Corporations One through Ten
CASE TYPE NUMBER (See reverse side for listing) 599	IS THIS A PROFESSIONAL MALPRACTICE CASE? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> IF YOU HAVE CHECKED "YES", SEE N.J.S.A. 2A:53A-27 AND APPLICABLE CASE LAW REGARDING YOUR OBLIGATION TO FILE AN AFFIDAVIT OF MERIT.	
RELATED CASES PENDING? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	IF YES, LIST DOCKET NUMBER	
DO YOU ANTICIPATE ADDING ANY PARTIES (arising out of the same transaction or occurrence)? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	NAME OF DEFENDANT'S PRIMARY INSURANCE COMPANY, IF KNOWN <input type="checkbox"/> NONE <input checked="" type="checkbox"/> UNKNOWN	
THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE		
CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION		
A. DO PARTIES HAVE A CURRENT PAST OR RECURRENT RELATIONSHIP? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> IF YES, IS THAT <input type="checkbox"/> EMPLOYER-EMPLOYEE <input type="checkbox"/> FRIEND/NEIGHBOR RELATIONSHIP <input type="checkbox"/> FAMILIAL <input checked="" type="checkbox"/> BUSINESS <input type="checkbox"/> OTHER (explain) _____		
B. DOES THE STATUTE GOVERNING THIS CASE PROVIDE FOR PAYMENT OF FEES BY THE LOSING PARTY? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		
USE THIS SPACE TO ALERT THE COURT TO ANY SPECIAL CASE CHARACTERISTICS THAT MAY WARRANT INDIVIDUAL MANAGEMENT OR ACCELERATED DISPOSITION:		
DO YOU OR YOUR CLIENT HAVE ANY NEEDS UNDER THE THE AMERICANS WITH DISABILITIES ACT? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> IF YES, PLEASE IDENTIFY THE REQUESTED ACCOMMODATION _____		
WILL AN INTERPRETER BE NEEDED? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> IF YES, FOR WHAT LANGUAGE _____		
ATTORNEY SIGNATURE MATTHEW R. McCRINK, ESQUIRE 		

Exhibit A



COMPLETE APPRAISAL SUMMARY REPORT

LOCATED AT:
817 Matlack Drive
Block 3803 Lot 2
Moorestown, NJ 08057

> Frank Reed

FOR:
Commerce Bank
2059 Springdale Road
Cherry Hill, NJ 08003

AS OF:
1/21/2008

BY:
Peter R. McCaffrey
Robert M. Sapio Real Estate Appraisal & Consulting, LLC

An Administrative Compliance Review has been completed on this report.
This report has been deemed acceptable by Commerce Bank.

(Reviewed by)

(Date)

This appraisal has been performed for Commerce Bank in connection with a loan request made by you. Commerce Bank makes no representations regarding the accuracy of the information contained in the appraisal and assumes no liability in connection with this appraisal.

File No. 08011502

Robert M. Sapio
Real Estate Appraisal & Consulting, LLC
314 Cherry Avenue
Voorhees, NJ 08043

Telephone No.: (856) 429-2789
Fax No. : (856) 795-2297

January 25, 2008

Joseph Graves
Commerce Bank
2059 Springdale Road
Cherry Hill, NJ 08003

RE: Reed
817 Matlack Drive
Moorestown, NJ

Dear Mr. Graves:

In accordance with your request, enclosed is one copy of the appraisal report of the captioned property. The purpose of the appraisal was to estimate market value of the captioned property, as improved, in unencumbered fee simple title, subject to the Assumptions and Limiting Conditions contained in the URAR form 439, the Certification and this report.

This report is prepared in compliance with the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute.

This is a complete appraisal in a summary report.

Respectfully submitted,


Peter McCaffrey, SLREA RA 00154

APPRAISAL AND REPORT IDENTIFICATION

This Appraisal conforms to one of the following definitions:

- ☒ **Complete Appraisal**
The act or process of estimating value, or an estimate of value, performed without invoking the Departure Provision.
- ☐ **Limited Appraisal**
The act or process of estimating value, or an estimation of value, performed under and resulting from invoking the Departure Provision.

- ☐ **Limited Appraisal**
The act or process of estimating value, or an estimation of value, performed under and resulting from invoking the Departure Provision.

This Report is one of the following types:

- ☐ **Self Contained Report**
A written report prepared under Standards Rule 2-2(A) of a complete or limited appraisal performed under Standard 1.
- ☒ **Summary Report**
A written report prepared under Standards Rule 2-2(B) of a complete or limited appraisal performed under Standard 1.
- ☐ **Restricted Report**
A written report prepared under Standards Rule 2-2(C) of a complete or limited appraisal performed under Standard 1.

- ☒ **Summary Report**
A written report prepared under Standards Rule 2-2(B) of a complete or limited appraisal performed under Standard 1.

- ☐ **Restricted Report**
A written report prepared under Standards Rule 2-2(C) of a complete or limited appraisal performed under Standard 1.

Comments on Appraisal and Report Identification

Comments on Appraisal and Report Identification
 Note any departures from Standards Rules 1-2, 1-3, 1-4, plus any USPAP-related issues requiring disclosure:

Pg 176 of 204

Uniform Residential Appraisal Report

File # 08011502

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.

Property Address **817 Matlack Drive** City **Moorestown** State **NJ** Zip Code **08057**
 Borrower **Reed 3rd, Frank & Christina** Owner of Public Record **Reed 3rd, Frank & Christina** County **Burlington**
 Legal Description **Block 3803 Lot 2**
 Assessor's Parcel # **03803 - 00002** Tax Year **2007** R.E. Taxes \$ **30,748**
 Neighborhood Name **N/A** Map Reference Census Tract **7005.051**
 Occupant ☒ Owner ☐ Tenant ☐ Vacant Special Assessments \$ ☐ PUD HOA \$ ☐ per year ☐ per month
 Property Rights Appraised ☒ Fee Simple ☐ Leasehold ☐ Other (describe)
 Assignment Type ☐ Purchase Transaction ☐ Refinance Transaction ☒ Other (describe) **Market Value**
 Lender/Client **Commerce Bank** Address **2059 Springdale Road, Cherry Hill, NJ 08003**
 Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of this appraisal? ☒ Yes ☐ No
 Report data source(s) used, offering price(s), and date(s). **The subject is currently under contract for \$2,040,000. Listed with Edgar & Son, LLC, Louise Carter-agent, (856) 235-0101.**
 I ☐ did ☒ did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed. **Contract not provided to appraiser.**

Contract Price \$ Date of Contract Is the property seller the owner of public record? ☐ Yes ☐ No Data Source(s)
 Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? ☐ Yes ☐ No
 If Yes, report the total dollar amount and describe the items to be paid. **N/A**

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics			One-Unit Housing Trends			One-Unit Housing		Present Land Use %	
Location	<input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban <input type="checkbox"/> Rural		Property Values	<input type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Declining		PRICE	AGE	One-Unit	98 %
Built-Up	<input checked="" type="checkbox"/> Over 75% <input type="checkbox"/> 25-75% <input type="checkbox"/> Under 25%		Demand/Supply	<input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In Balance <input type="checkbox"/> Over Supply		\$ (000)	(yrs)	2-4 Unit	%
Growth	<input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Slow		Marketing Time	<input type="checkbox"/> Under 3 mths <input checked="" type="checkbox"/> 3-6 mths <input type="checkbox"/> Over 6 mths		900	Low New	Multi-Family	%
Neighborhood Boundaries are Main Street East, Westfield Road north, Cinnaminson Township west and Lenola Road south.						2,900	High 90	Commercial	2 %
						1,850	Pred. 5	Other	%

Neighborhood Description **The subject is located in a prestigious residential neighborhood of executive style single family detached dwellings. Schools, parks and recreational facilities are scattered around the Township. Employment and shopping centers are located along State Highway Routes 38, 73 and 130.**

Market Conditions (including support for the above conclusions) **Property values appear stable. Demand and supply are in balance. Marketing times for similar properties average 3-6 months. Most sales are conventional financing with some FHA. Conventional mortgages available at prevailing rates and discounts. No adverse affect on Market Value.**

Dimensions **270 x 185 x 111.42 x 156.41** Area **26,572 Sq. Ft.** Shape **Irregular** View **Good**
 Specific Zoning Classification **R1A** Zoning Description **Residential**

Zoning Compliance ☒ Legal ☐ Legal Nonconforming (Grandfathered Use) ☐ No Zoning ☐ Illegal (describe)

Is the highest and best use of subject property as improved (or as proposed per plans and specifications) the present use? ☒ Yes ☐ No If No, describe

Utilities	Public	Other (describe)	Public	Other (describe)	Off-site Improvements - Type	Public	Private
Electricity	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Water	<input checked="" type="checkbox"/>	Street	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Gas	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sanitary Sewer	<input checked="" type="checkbox"/>	Alley	<input type="checkbox"/>	<input type="checkbox"/>

FEMA Special Flood Hazard Area ☐ Yes ☒ No FEMA Flood Zone **C** FEMA Map # **340105 0005B** FEMA Map Date **9/4/1991**

Are the utilities and off-site improvements typical for the market area? ☒ Yes ☐ No If No, describe

Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? ☐ Yes ☒ No If Yes, describe

There are no known adverse easements or encroachments. Highest and best use is continued residential. Zoning conformance is a legal matter and an attorney's opinion should be sought to confirm the foregoing conclusion.

General Description		Foundation		Exterior Description		materials/condition		Interior		materials/condition	
Units	<input checked="" type="checkbox"/> One <input type="checkbox"/> One with Accessory Unit	<input type="checkbox"/> Concrete Slab <input type="checkbox"/> Crawl Space		Foundation Walls	<input checked="" type="checkbox"/> Poured Concrete/Gd.	Floors	<input checked="" type="checkbox"/> Hwd Cpt Tile/Good				
# of Stories	2.5	<input checked="" type="checkbox"/> Full Basement <input type="checkbox"/> Partial Basement		Exterior Walls	<input checked="" type="checkbox"/> Stucco/Wood/Good	Walls	<input checked="" type="checkbox"/> Drywall/Good				
Type	<input checked="" type="checkbox"/> Det. <input type="checkbox"/> Alt. <input type="checkbox"/> S-Det/End Unit	Basement Area	1,820 sq.ft.	Roof Surface	<input checked="" type="checkbox"/> Fiberglass/Good	Trim/Finish	<input checked="" type="checkbox"/> Wood/Good				
<input checked="" type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> Under Const.		Basement Finish	60 %	Gutters & Downspouts	<input checked="" type="checkbox"/> Aluminum/Good	Bath Floor	<input checked="" type="checkbox"/> Tile/Good				
Design (Style)	2 1/2st Colonial	<input type="checkbox"/> Outside Entry/Exit <input checked="" type="checkbox"/> Sump Pump		Window Type	<input checked="" type="checkbox"/> Anderson/Good	Bath Wainscot	<input checked="" type="checkbox"/> Tile/Good				
Year Built	2006	Evidence of <input type="checkbox"/> Infestation		Storm Sash/Insulated	<input checked="" type="checkbox"/> Yes/Good	Car Storage	<input type="checkbox"/> None				
Effective Age (Yrs)	1	<input type="checkbox"/> Dampness <input type="checkbox"/> Settlement		Screens	<input checked="" type="checkbox"/> Yes/Good	<input checked="" type="checkbox"/> Driveway	# of Cars 6				
Attic	<input type="checkbox"/> None	Heating <input checked="" type="checkbox"/> FWA <input type="checkbox"/> HWBB <input type="checkbox"/> Radiant		Armenities	<input type="checkbox"/> Woodstove(s) # 	Driveway Surface	Asphalt				
<input type="checkbox"/> Drop Stair <input type="checkbox"/> Stairs		<input type="checkbox"/> Other <input type="checkbox"/> Fuel		<input checked="" type="checkbox"/> Fireplace(s) # 3	<input type="checkbox"/> Fence	<input checked="" type="checkbox"/> Garage	# of Cars 3				
<input checked="" type="checkbox"/> Floor <input type="checkbox"/> Scuttle		Cooling <input checked="" type="checkbox"/> Central Air Conditioning		<input type="checkbox"/> Patio/Deck	<input checked="" type="checkbox"/> Porch	<input type="checkbox"/> Carport	# of Cars				
<input type="checkbox"/> Finished <input type="checkbox"/> Heated		<input type="checkbox"/> Individual <input type="checkbox"/> Other		<input type="checkbox"/> Pool	<input type="checkbox"/> Other	<input type="checkbox"/> Alt. <input type="checkbox"/> Det. <input type="checkbox"/> Built-in					

Appliances ☒ Refrigerator ☒ Range/Oven ☒ Dishwasher ☒ Disposal ☒ Microwave ☒ Washer/Dryer ☐ Other (describe)

Finished area above grade contains: **14 Rooms 7 Bedrooms 7.5 Bath(s) 6,555 Square Feet of Gross Living Area Above Grade**

Additional features (special energy efficient items, etc.). **Three zone heat and air, basement finished with full bath, bedroom and game room. Three fireplaces and upgrades throughout the dwelling.**

Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.). **The subject is in very good condition with no apparent needed repairs. The subject is under two years old and was built by Maines, one of South Jersey's premier builders.**

Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? ☐ Yes ☒ No If Yes, describe
 There are no physical deficiencies or adverse conditions.

Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? ☒ Yes ☐ No If No, describe

UNIFORM RESIDENTIAL APPRAISAL REPORT

File # 08011502

There are 9 comparable properties currently offered for sale in the subject neighborhood ranging in price from \$ 1,539,000 to \$ 2,150,000	
There are 4 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$ 1,850,000 to \$ 2,900,000	
FEATURE	SUBJECT
Address 817 Matlack Drive Moorestown, NJ 08057	804 Matlack Drive Moorestown, NJ 08057 same street
Proximity to Subject	1/4 mile
Sale Price	\$ 1,850,000
Sale Price/Gross Liv. Area	\$ 327.84 sq.ft.
Data Source(s)	MLS
Verification Source(s)	Broker
VALUE ADJUSTMENTS	DESCRIPTION
Sales or Financing Concessions	CNV
Date of Sale/Time	8/20/2007
Location	Good
Leasehold/Fee Simple	Fee Simple
Site	.61 acres
View	Good
Design (Style)	2 1/2st Colonial
Quality of Construction	Good
Actual Age	1
Condition	Good
Above Grade	Total Bdrms. Baths
Room Count	14 7 7.5.5
Gross Living Area	6,555 sq.ft.
Basement & Finished	1,820 Sq.Ft./Bath
Rooms Below Grade	GameRm, Bed
Functional Utility	Good
Heating/Cooling	FHA/Central
Energy Efficient Items	3 zone heat/air
Garage/Carport	3 car
Porch/Patio/Deck	Porch
	3 F/P
Net Adjustment (Total)	\$ 131,100
Adjusted Sale Price of Comparables	\$ 1,981,100
I <input checked="" type="checkbox"/> did <input type="checkbox"/> did not research the sale or transfer history of the subject property and comparable sales. If not, explain	

My research ☒ did ☐ did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data Source(s) Public Records

My research ☐ did ☒ did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.

Data Source(s) Public Records

Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).

ITEM	SUBJECT	COMPARABLE SALE #1	COMPARABLE SALE #2	COMPARABLE SALE #3
Date of Prior Sale/Transfer	5/31/2006	N/A	N/A	N/A
Price of Prior Sale/Transfer	1,574,619			
Data Source(s)	Public Records			
Effective Date of Data Source(s)	1/21/2008			

Analysis of prior sale or transfer history of the subject property and comparable sales The subject was purchased on 5/31/2006 as new construction. The subject is currently listed for sale with Edgar & Sons, LLC-Moorestown. The listing agent is Louise Carter. The listing is for \$2,296,000 and is currently under agreement for \$2,040,000.

Summary of Sales Comparison Approach See attached addendum.

Indicated Value by Sales Comparison Approach \$ 2,040,000

Indicated Value by: Sales Comparison Approach \$ 2,040,000 Cost Approach (if developed) \$ 1,946,169 Income Approach (if developed) \$ N/A

All weight is placed on the Sales Comparison Approach to value.

This appraisal is made ☒ "as is", ☐ subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, ☐ subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or ☐ subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair.

Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is \$ 2,040,000, as of 1/21/2008, which is the date of inspection and the effective date of this appraisal.

UNIT 178 of 204 Urban Residential Appraisal Report

File # 08011502

COST APPROACH TO VALUE (not required by Fannie Mae)

Provide adequate information for the lender/client to replicate the below cost figures and calculations.

Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value)

ESTIMATED <input type="checkbox"/> REPRODUCTION OR <input type="checkbox"/> REPLACEMENT COST NEW	OPINION OF SITE VALUE	= \$	500,000
Source of cost data	DWELLING 6,555 Sq.Ft. @ \$ 190.00	= \$	1,245,450
Quality rating from cost service Effective date of cost data	Basement 1,820 Sq.Ft. @ \$ 80.00	= \$	145,600
Comments on Cost Approach (gross living area calculations, depreciation, etc.)	3 F/P	= \$	18,500
The Reproduction Cost was derived from the Marshall and Swift	Garage/Carport 888 Sq.Ft. @ \$ 40.00	= \$	35,520
Evaluation Service and cost data contained in the appraisers files.	Total Estimate of Cost-New	= \$	1,445,070
	Less Physical Functional External		
	Depreciation 28,901	= \$(28,901)
	Depreciated Cost of Improvements	= \$	1,416,169
	As-Is Value of Site Improvements	= \$	30,000
Estimated Remaining Economic Life (HUD and VA only) Years	INDICATED VALUE BY COST APPROACH	= \$	1,946,169

INCOME APPROACH TO VALUE (not required by Fannie Mae)

Estimated Monthly Market Rent \$ X Gross Rent Multiplier = \$ Indicated Value by Income Approach

Summary of Income Approach (including support for market rent and GRM)

PROJECT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)? ☐ Yes ☐ No Unit type(s) ☐ Detached ☐ Attached

Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.

Legal Name of Project

Total number of phases

Total number of units

Total number of units sold

Total number of units rented

Total number of units for sale

Data source(s)

Was the project created by the conversion of existing building(s) into a PUD? ☐ Yes ☐ No If Yes, date of conversion.Does the project contain any multi-dwelling units? ☐ Yes ☐ No Data SourceAre the units, common elements, and recreation facilities complete? ☐ Yes ☐ No If No, describe the status of completion.Are the common elements leased to or by the Homeowners' Association? ☐ Yes ☐ No If Yes, describe the rental terms and options.

Describe common elements and recreational facilities.

Uniform Residential Appraisal Report

File # 08011502

This report form is designed to report an appraisal of a one-unit property or a one-unit property with an accessory unit, including a unit in a planned unit development (PUD). This report form is not designed to report an appraisal of a manufactured home or a unit in a condominium or cooperative project.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this appraisal report is the lender/client.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing the appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.
6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

Uniform Residential Appraisal Report

File # 08011502

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.
9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
11. I have knowledge and experience in appraising this type of property in this market area.
12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

Uniform Residential Appraisal Report

File # 08011502

21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.

24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature *Robert M. Sapio*
 Name Robert M. Sapio
 Company Name Robert M. Sapio Real Estate Appraisals
 Company Address 314 Cherry Avenue, Voorhees, NJ 08043
 Telephone Number (856) 429-2789
 Email Address rms@rmsapio.com
 Date of Signature and Report February 21, 2008
 Effective Date of Appraisal 1/21/2008
 State Certification # _____
 or State License # 42RA00015400
 or Other (describe) _____ State # _____
 State NJ
 Expiration Date of Certification or License 12/31/2009

ADDRESS OF PROPERTY APPRAISED

817 Matlack Drive
Moorestown, NJ 08057

APPRAISED VALUE OF SUBJECT PROPERTY \$ 2,040,000

LENDER/CLIENT

Name Joseph Graves
 Company Name Commerce Bank
 Company Address 2059 Springdale Road, Cherry Hill, NJ 08003
 Email Address joseph.graves@yesbank.com

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature _____
 Name _____
 Company Name _____
 Company Address _____
 Telephone Number _____
 Email Address _____
 Date of Signature _____
 State Certification # _____
 or State License # _____
 State _____
 Expiration Date of Certification or License _____

SUBJECT PROPERTY

- ☐ Did not inspect subject property
☐ Did inspect exterior of subject property from street
 Date of Inspection _____
☐ Did inspect interior and exterior of subject property
 Date of Inspection _____

COMPARABLE SALES

- ☐ Did not inspect exterior of comparable sales from street
☐ Did inspect exterior of comparable sales from street
 Date of Inspection _____

Borrower	Reed 3rd, Frank & Christina			
Property Address	817 Matlack Drive			
City	Moorestown	County	Burlington	State NJ Zip Code 08057
Lender	Commerce Bank			

SCOPE

This is the extent of the process of collecting, confirming and reporting market data.

The primary source of the market data used in this report was the Multiple Listing Service in the subject County. Also, where necessary, market data from the appraiser's files and public records were utilized.

INCOME APPROACH

The Income Approach was not developed due to the lack of rental data in the local market which precludes developing a market rental estimate for the subject. Nearly all dwellings, locally, are owner occupied. This situation also causes a dearth of sold rental properties making it virtually impossible to derive a gross rent multiplier.

ZONING

A representative of the zoning office indicates the subject property building lot is legal, conforming and the existing improvements can be rebuilt if destroyed or are found to be uninhabitable.

Zoning conformance is a legal matter, we suggest an attorney's opinion be sought to confirm the appraiser's conclusion.

MORE THAN SIX MONTHS

In order to present the most similar sales, it is necessary to select sale 3, which is more than six months old, due to the low sale turnover in the subject neighborhood.

Stmnt8-062701

Statement of Limiting Conditions :

USE, COPIES, PUBLICATION, DISTRIBUTION OF THIS REPORT:


This appraisal report is prepared for the sole and exclusive use of Commerce Bank, N.A., to assist in determining the collateral values for mortgage financing. It is no to be relied upon by third parties for any purpose, whatsoever.

The report may not be used for any purpose by any person or party other than the client or the party to whom it is addressed or copied without the written consent of an officer of the appraisal firm (Robert M. Sapiro, Real Estate Appraisal & Consulting, LLC) and then only in its entirety.

Possession of this report or any copy thereof does not carry with it the right of publication, nor may it be used for other than its intended use; the physical report(s) remain the property of the appraiser for the use of the client, the fee being for the analytical services only.

Neither all nor any part of the contents of this report shall be conveyed to the public through advertising, public relations efforts, news, sales, other media, without the written consent and approval of an officer of the Sapiro firm, nor may any reference be made in such a public communication to the Appraisal Institute or the MAI or SRA designations.

This supersedes No. 10 on page 1 of the Statement of Limiting Conditions.

Signature 
 Name Peter R. McCaffrey
 Date Signed February 21, 2008
 State Certification # _____ State _____
 Or State License # 42RA00015400 State NJ

Signature _____
 Name _____
 Date Signed _____
 State Certification # _____ State _____
 Or State License # _____ State _____

Borrower	Reed 3rd, Frank & Christina				File No. 08011502
Property Address	817 Matlack Drive				
City	Moorestown	County	Burlington	State	NJ Zip Code 08057
Lender	Commerce Bank				

Sales Comparison Approach


Sale No. 1 is 804 Matlack Drive in Moorestown. The sale is similar to the subject located within the subject's development. The sale is built by the same developer, Roger Maines, as the subject. The sale is a two and a half story colonial dwelling with similar construction to the subject. The subject has superior room count, bedroom count and bathroom count and an upward \$50,000 adjustment was made for those items. The sale has a full finished basement with a full bath. Sale has three-zone heat, three-car garage and a patio in the rear. The sale is in very good condition similar to the subject. The sale has a total of 5,643 square feet of gross living area.

Sale No. 2 is 807 Riverton Road in Moorestown. The sale is a two story French colonial style dwelling located within the several blocks of the subject. The sale is located on a rear flag lot and has 2.10 acres. This sale has ten rooms, five bedrooms and five and one half baths for a total gross living area of 5,534 square feet. The sale has a full finished basement with a full bath, three-zone heat and a deck and patio in the rear. The sale is in very good condition.

Sale No. 3 is 301 East Oak Avenue in Moorestown. This sale is located in a downtown section of Moorestown Township. This sale is smaller in overall building size with a total of eleven rooms, five bedrooms and five and one half baths for a total of 5,010 square feet of gross living area. The sale has a full finished basement with a powder room. The sale has superior construction to the subject with a slate roof, stone siding and copper gutters and downspouts. The sale is superior with an inground pool and a fence. The sale is in good condition with an effective age of eight to ten years.

Sale No. 3 settled on August 17, 2006 and a 4% downward time adjustment was necessary.

After adjustments the sales indicated a value range of \$1,981,100 to \$2,177,300. All three sales have occurred between August 2006 and August 2007. It is my opinion, the sales indicate a value of \$2,040,000 to the subject.

Signature 
 Name Peter R. McElroy
 Date Signed February 21, 2008
 State Certification # _____ State _____
 Or State License # 42RA00015400 State NJ

Signature _____
 Name _____
 Date Signed _____
 State Certification # _____ State _____
 Or State License # _____ State _____

Borrower	Reed 3rd, Frank & Christina			
Property Address	817 Matlack Drive			
City	Moorestown	County	Burlington	State NJ Zip Code 08057
Lender	Commerce Bank			



Subject Front

817 Matlack Drive
Sales Price
GLA 6,555
Total Rooms 14
Total Bedrms 7
Total Bathrms 7.5.5
Location Good
View Good
Site .61 acres
Quality Good
Age 1

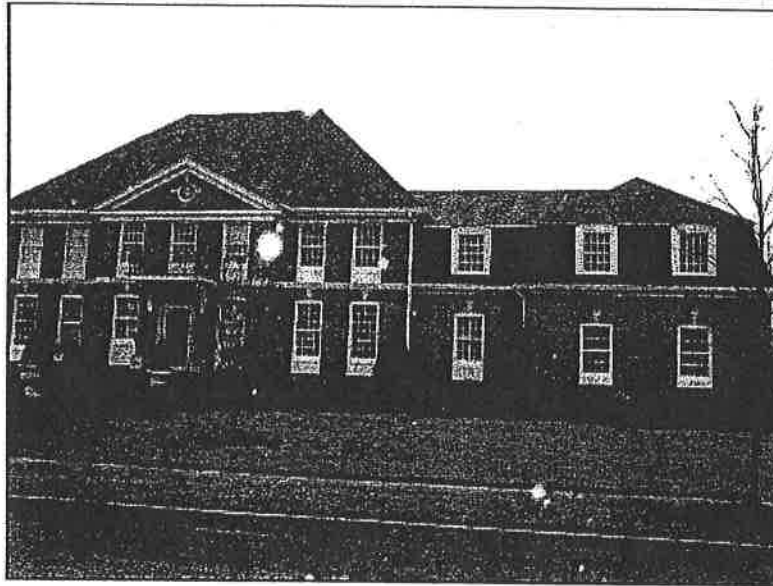


Subject Rear



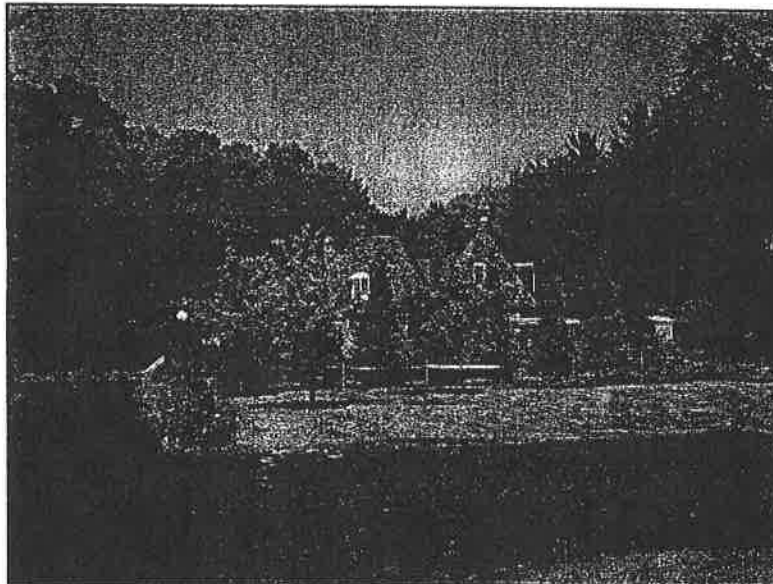
Subject Street

Borrower	Reed 3rd, Frank & Christina			
Property Address	817 Matlack Drive			
City	Moorestown	County	Burlington	State NJ Zip Code 08057
Lender	Commerce Bank			



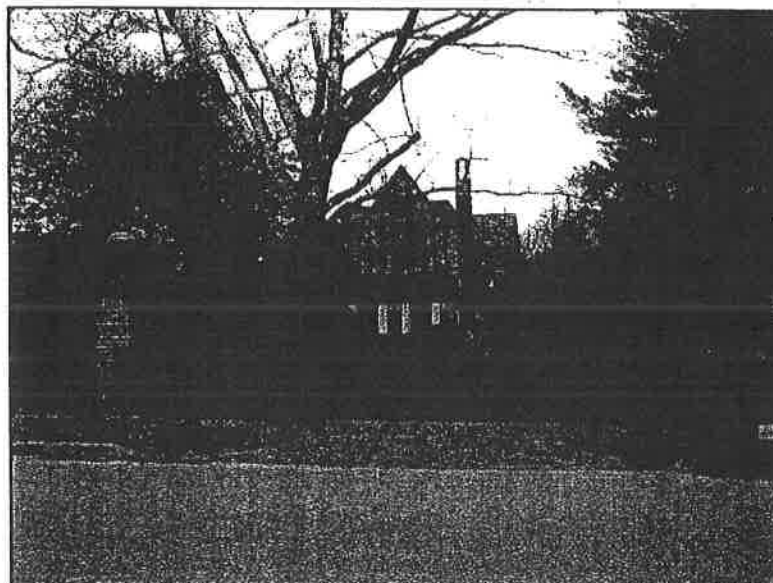
Comparable 1

804 Matlack Drive
Proximity same street
Sale Price 1,850,000
GLA 5,643
Total Rooms 11
Total Bedrms 5
Total Bathrms 4.5
Location Good
View Good
Site .69 acres
Quality Good
Age 1



Comparable 2

807 Riverton Road
Proximity 1/4 mile
Sale Price 1,900,000
GLA 5,534
Total Rooms 10
Total Bedrms 5
Total Bathrms 5.5
Location Good
View Good
Site 2.10 acres
Quality Good
Age 10 eff. 2



Comparable 3

301 E. Oak Avenue
Proximity 1 mile
Sale Price 2,150,000
GLA 5,010
Total Rooms 11
Total Bedrms 5
Total Bathrms 5.5
Location Good
View Good
Site .96 acres
Quality Superior
Age 86 eff. 10

File No. 08011502

BACKGROUND AND MULTIPLE SECURITY FEATURES. PLEASE VERIFY AUTHENTICITY.

State Of New Jersey
New Jersey Office of the Attorney General
Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE
Real Estate Appraisers Board

HAS LICENSED

PETER R. MCCAFFREY
117 OAKMONT RD
MOUNT LAUREL NJ 08054-2310

FOR PRACTICE IN NEW JERSEY AS A(N): Licensed Residential Appraiser


11/09/2007 TO 12/31/2009
VALID

Peter R. McCaffrey
Signature of Licensee/Registrant/Certificate Holder

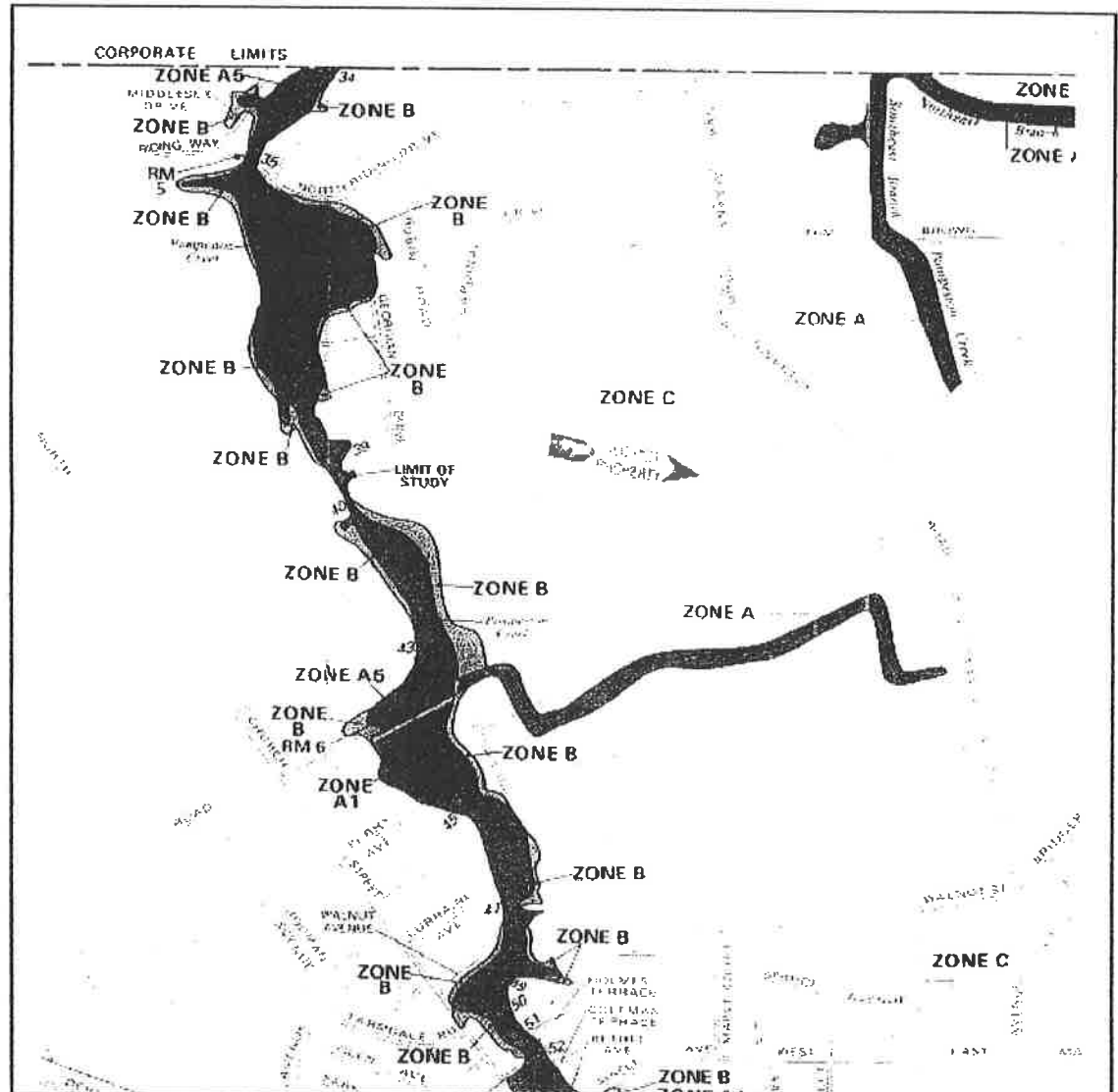
42RA00015400
LICENSE/REGISTRATION/CERTIFICATION #

Lawrence DeMarco
ACTING DIRECTOR

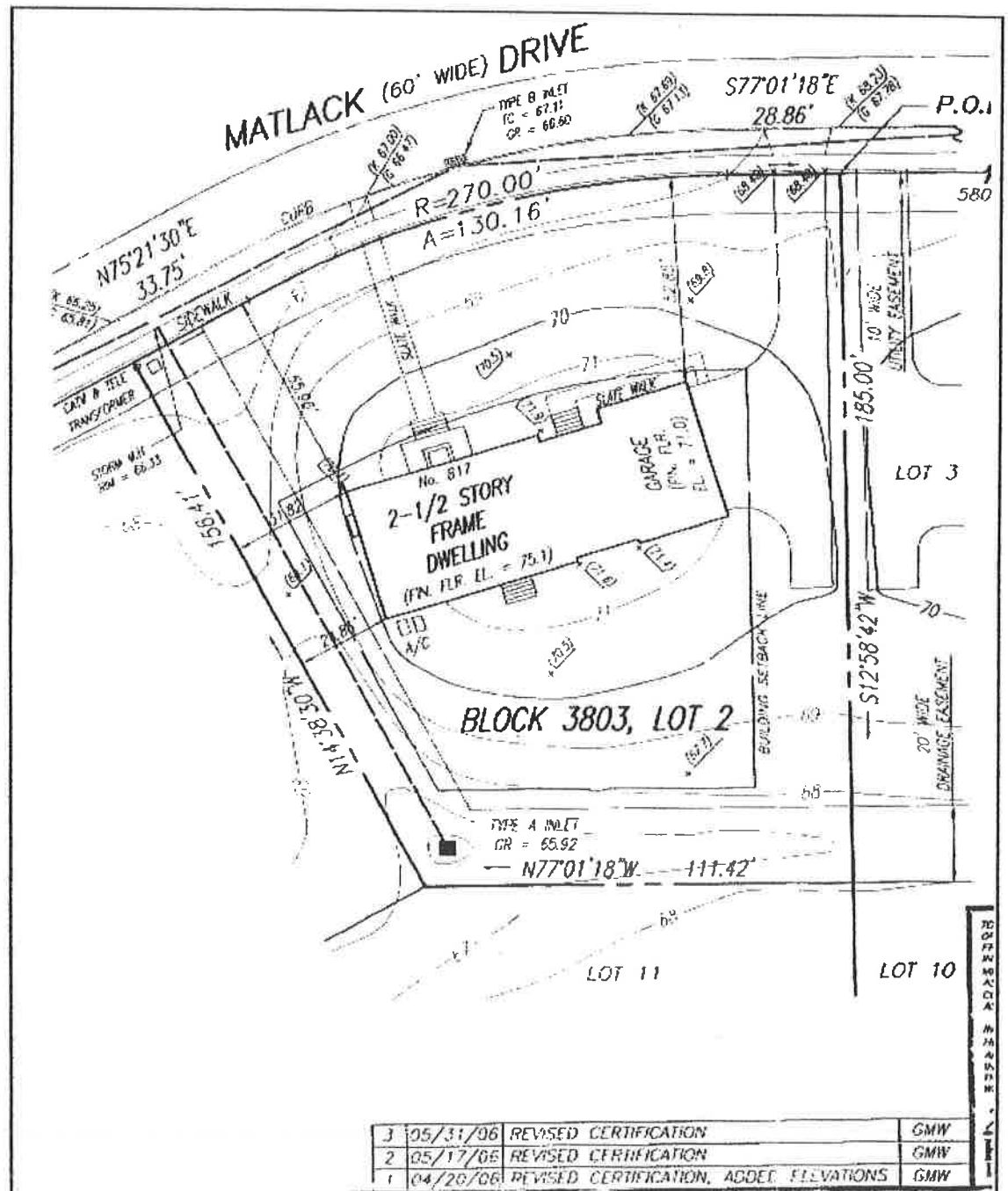
Borrower	Reed 3rd, Frank & Christina			
Property Address	817 Matlack Drive			
City	Moorestown	County	Burlington	State NJ Zip Code 08057
Lender	Commerce Bank			

NATIONAL FLOOD INSURANCE PROGRAM	
FIRM	
FLOOD INSURANCE RATE MAP	
TOWNSHIP OF MOORESTOWN, NEW JERSEY BURLINGTON COUNTY	
PANEL 5 OF 10 (SEE MAP INDEX FOR PANELS NOT PRINTED)	
COMMUNITY-PANEL NUMBER 340105 0005 B	
MAP REVISED: SEPTEMBER 4, 1991	
	Federal Emergency Management Agency

Borrower	Reed 3rd, Frank & Christina			
Property Address	817 Matlack Drive			
City	Moorestown	County	Burlington	State NJ Zip Code 08057
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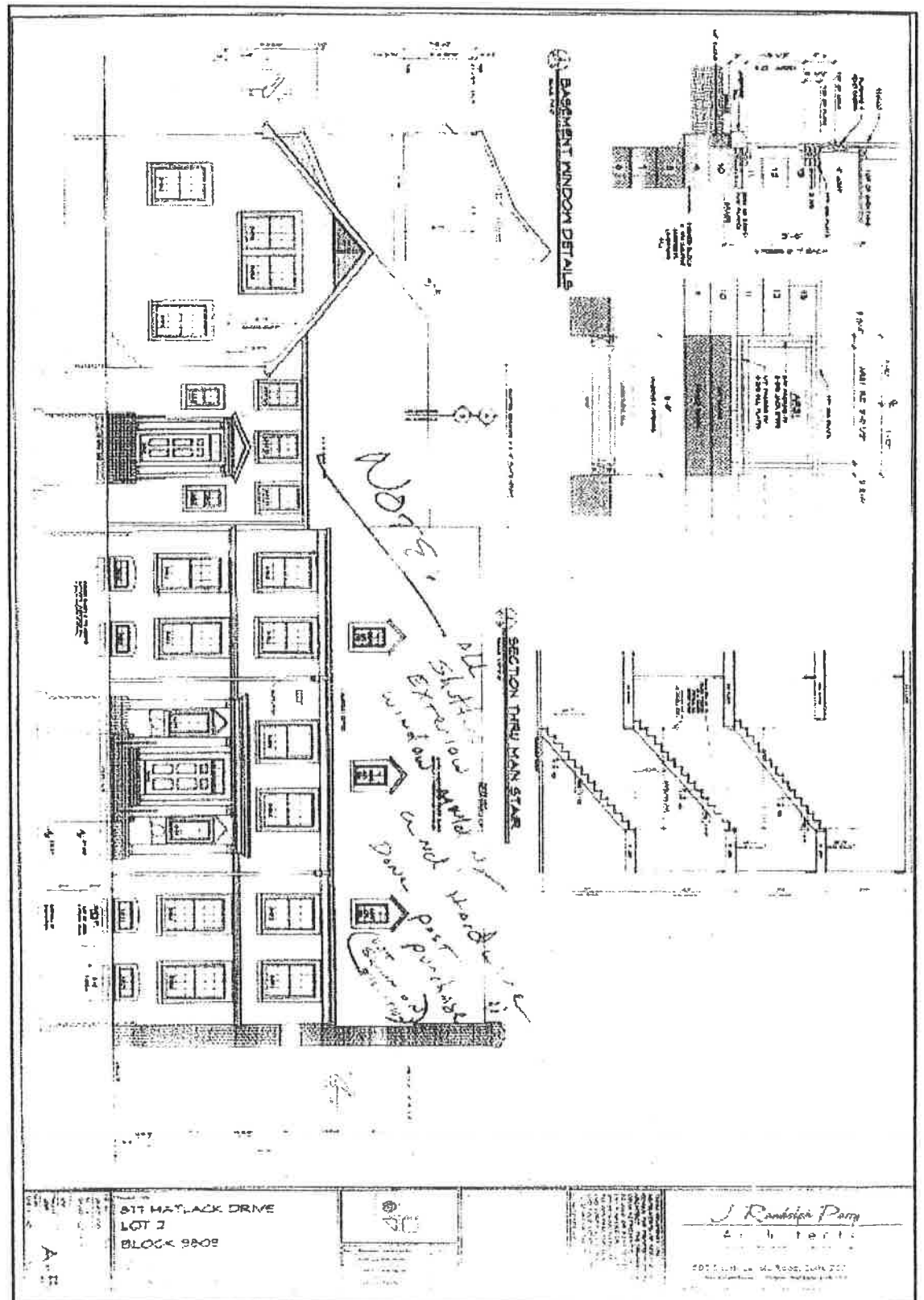


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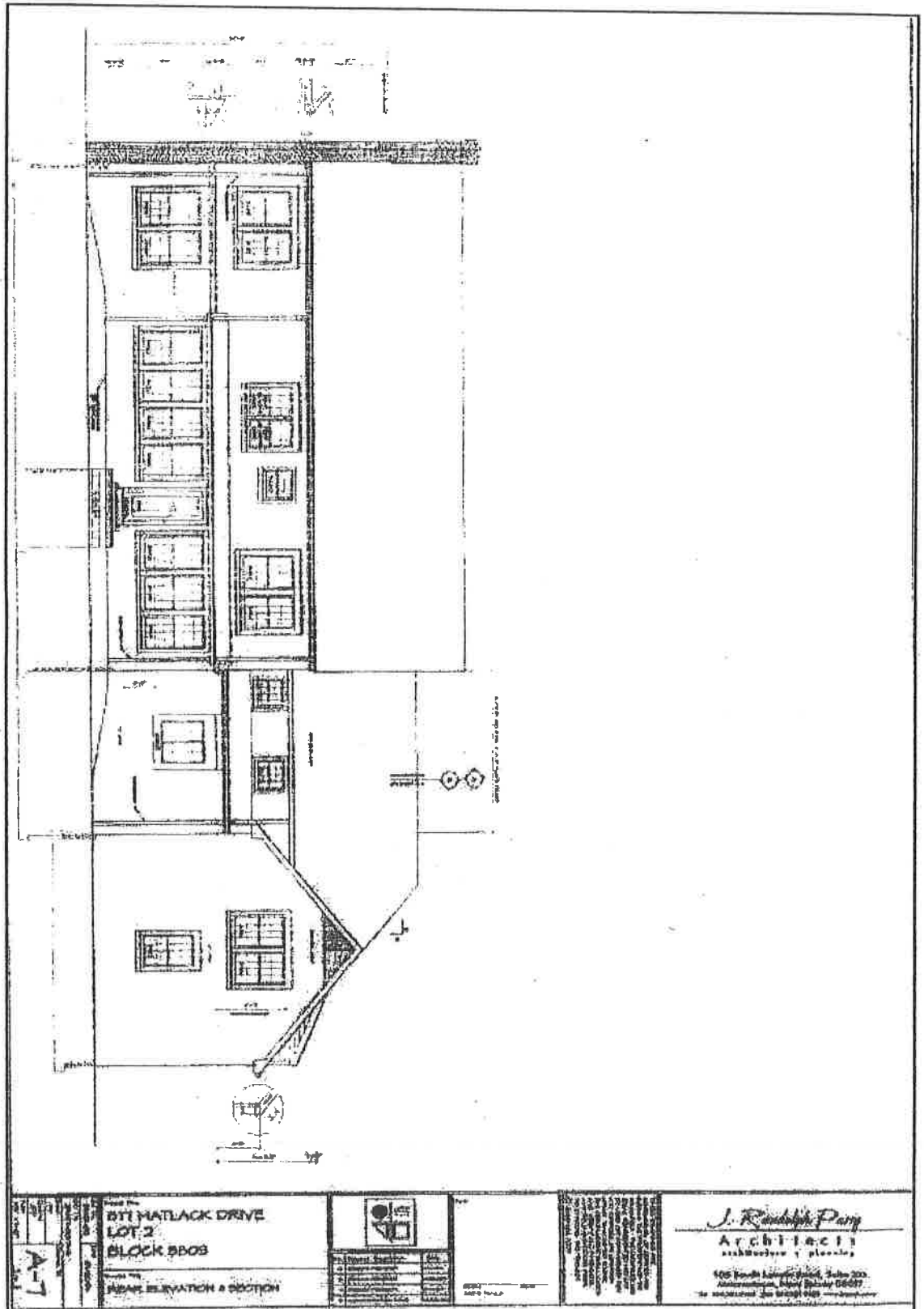
Floor Plan

Borrower	Reed 3rd, Frank & Christina			
Property Address	817 Matlack Drive			
City	Moorestown	County	Burlington	State NJ Zip Code 08057
Lender	Commerce Bank			



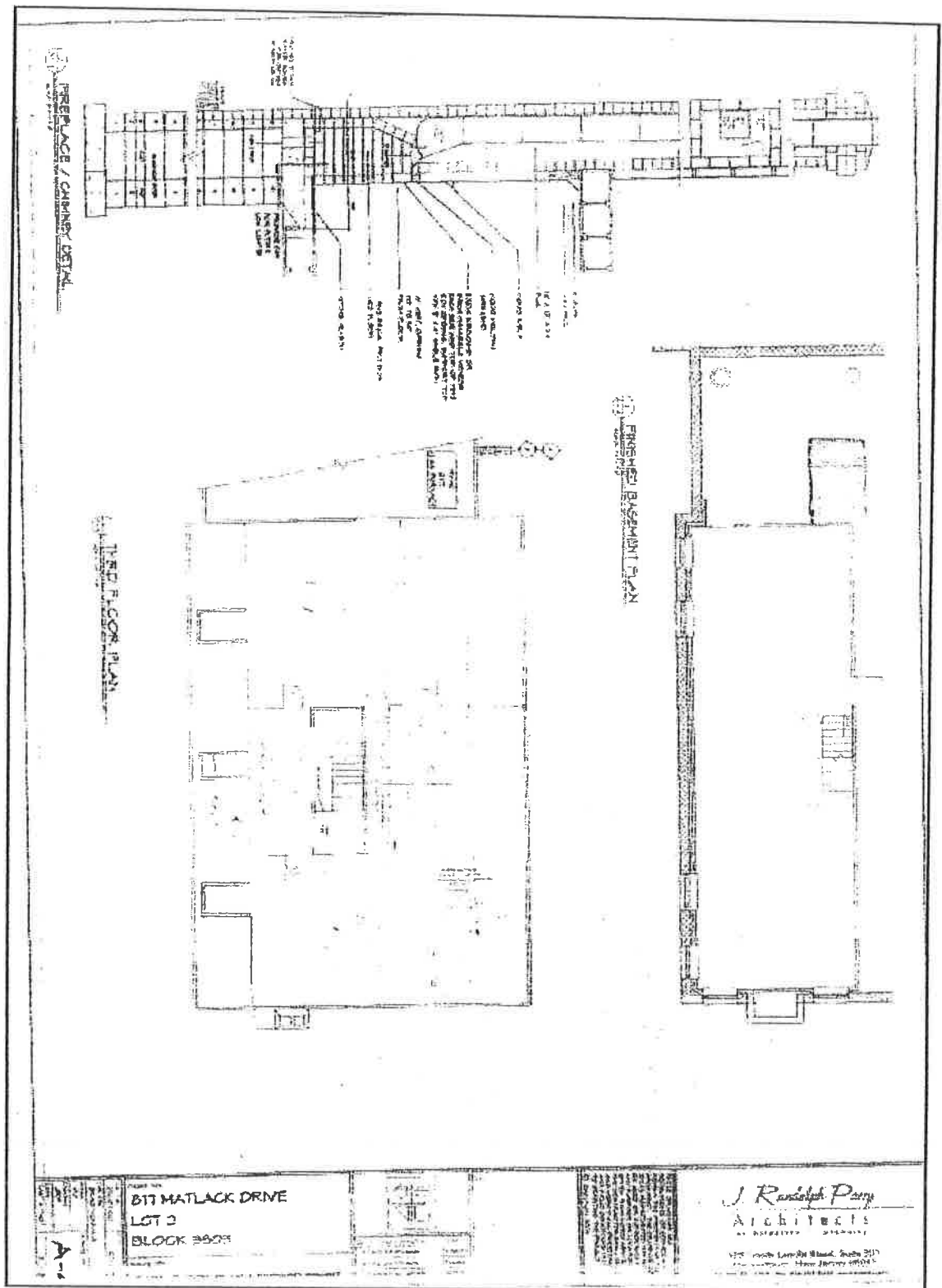
Floor Plan

Borrower	Reed 3rd, Frank & Christina			
Property Address	817 Matlack Drive			
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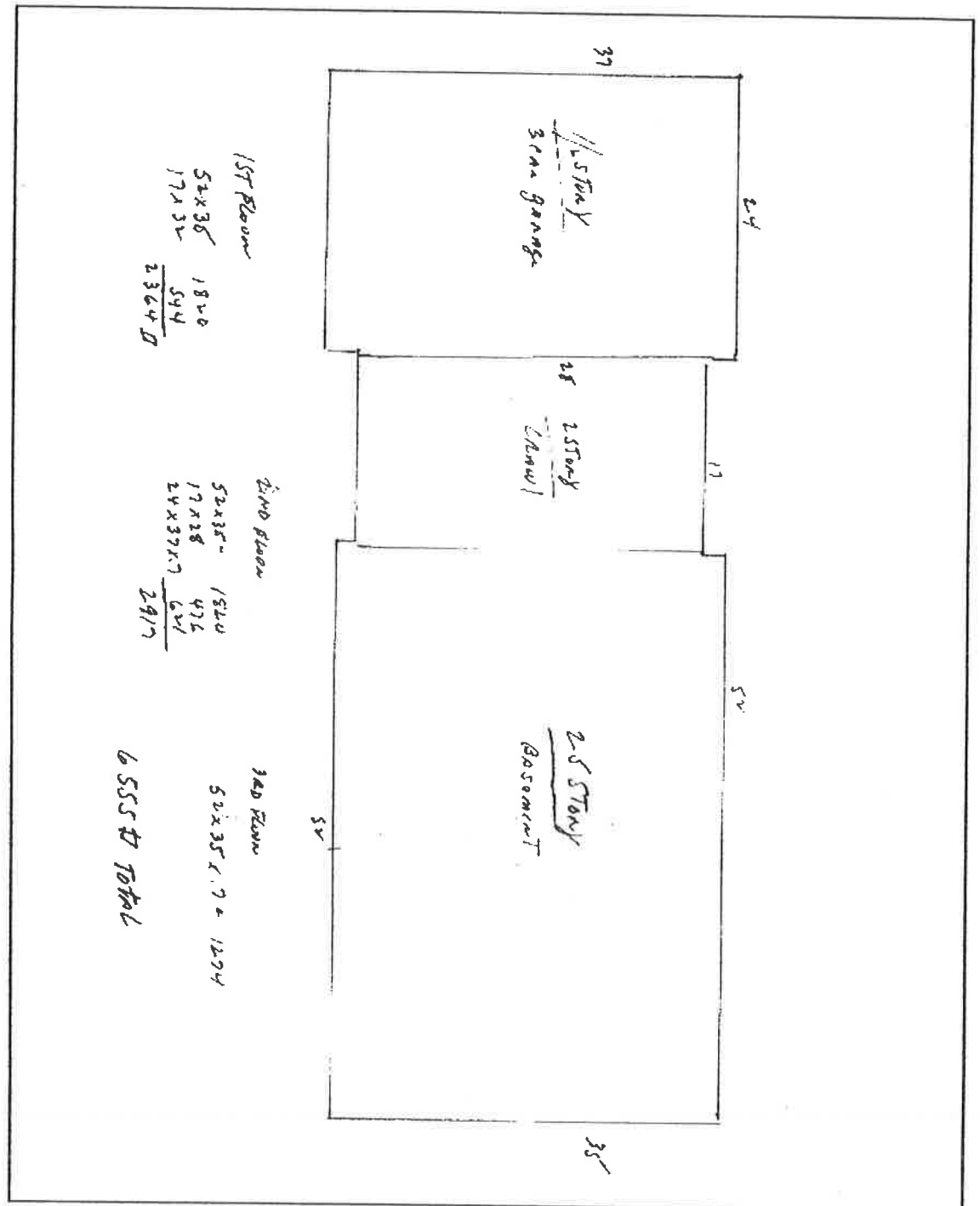
Floor Plan

Borrower	Reed 3rd, Frank & Christina			
Property Address	817 Matlack Drive			
City	Moorestown	County	Burlington	State NJ Zip Code 08057
Lender	Commerce Bank			



Building Sketch

Borrower	Reed 3rd, Frank & Christina			
Property Address	817 Matlack Drive			
City	Moorestown	County	Burlington	State NJ Zip Code 08057
Lender	Commerce Bank			



able Sales Map

Borrower	Reed 3rd, Frank & Christina			
Property Address	817 Matlack Drive			
City	Moorestown	County	Burlington	State NJ Zip Code 08057
Lender	Commerce Bank			

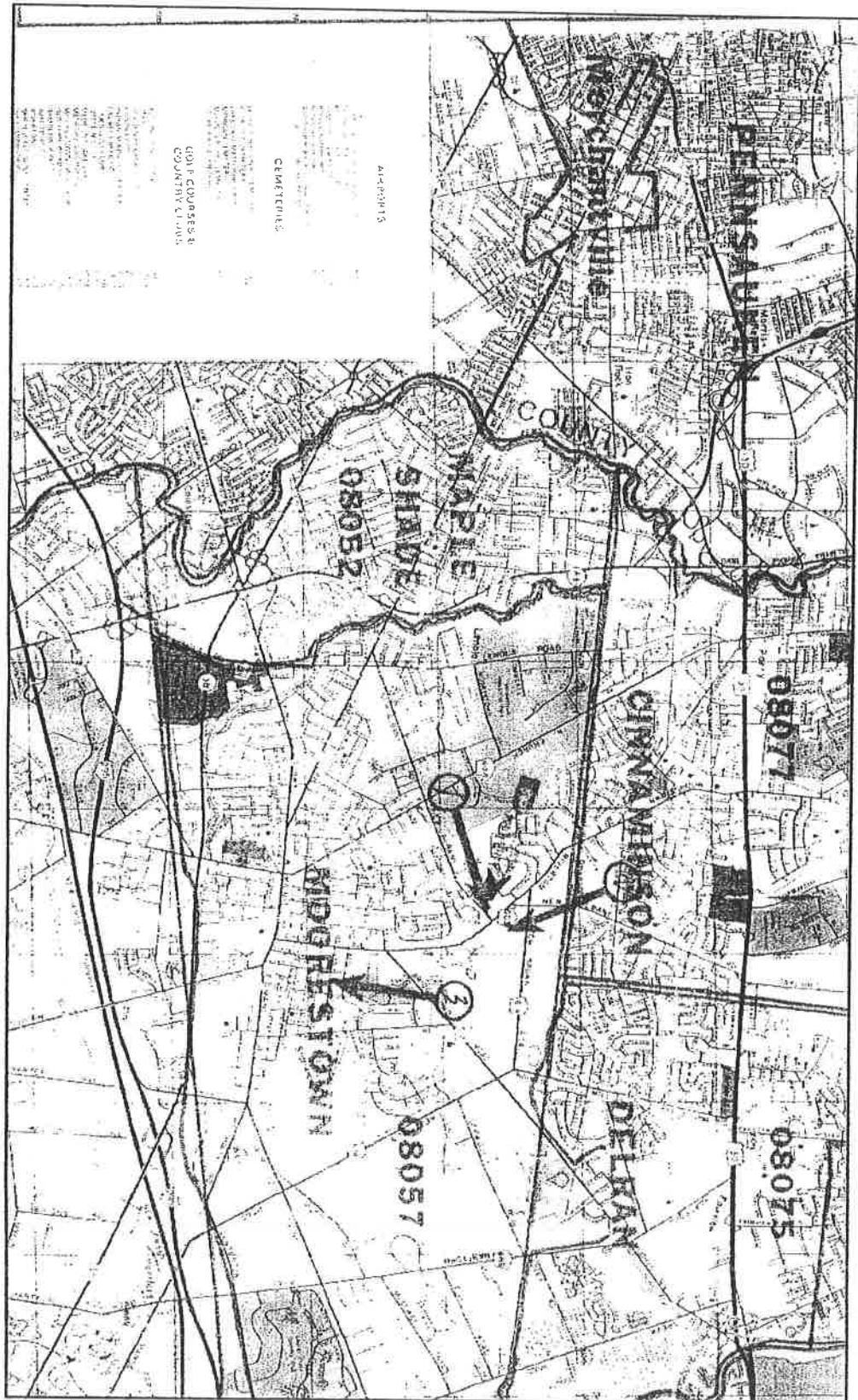


EXHIBIT M

Jacobs v. Reed, et al.
Robert T. Jones

1 (Pages 1 to 4)

SUPERIOR COURT
LAW DIVISION - BURLINGTON COUNTY

SCOTT JACOBS and TRACI JACOBS, Docket No.
husband and wife, and MIRIAM JACOBS :BUR-L-1418-08
JACOBS :

Plaintiffs, :

vs

FRANK J. REED, III and :
CHRISTINA A. REED, HUSBAND AND :
WIFE, and B.T. EDGAR AND SON; :
Defendants :

FRANK J. REED, III and :
CHRISTINA A. REED, HUSBAND AND :
WIFE, :
Third-Party Plaintiffs:

vs

FIRST JERSEY APPRAISAL GROUP, :
ROBERT J. JONES, JR., ET AL :
Third-Party Defendants:

Monday, December 1, 2008
Berlin, New Jersey

Oral Deposition of ROBERT J. JONES, taken pursuant
to Notice, at 475 Route 73 North, Berlin, New Jersey,
commencing at approximately 1:40 p.m., on the above date,
before Renée Helmar, Shorthand Reporter.

CLASS ACT COURT REPORTING AGENCY
Registered Professional Reporters
1420 Walnut Street 133 Gaither Drive
Suite 1200 Suite H
Philadelphia, PA 19103 Mt. Laurel, NJ 08054

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By MR. McCRINK	4, 102
By MR. RESNICK	100

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P-4	Document	69
P-5	Document	75
P-6	Document	84

APPEARANCES:

Law Offices of Sherman, Silverstein, Kohl,
Rose and Podolsky
By: JEFFREY P. RESNICK, Esquire
Fairway Corporate Center
4300 Haddonfield Road
Suite 311
Pennsauken, New Jersey 08109
Counsel for Plaintiffs, the Jacobs

Law Offices of Donna Adelsberger and
Associates, P.C.
By: DONNA L. ADELSBERGER, Esquire
One Greentree Centre, Suite 201
Marlton, New Jersey 08053

Counsel for Third-Party Defendant, Robert J. Jones

Law Offices of McCrink, Kehler and McCrink
By: MATTHEW McCRINK, Esquire
475 Route 73 North
Berlin, New Jersey 08009

Counsel for Defendants, the Reeds

ALSO PRESENT:

Frank J. Reed, III

(Whereupon, the deposition
commenced at approximately 1:40
p.m.)

...Robert J. Jones, working for First Jersey
Appraisal Group in New Jersey, having been first duly sworn
by a Notary Public within the State of New Jersey, was
examined and testified under oath as follows:

EXAMINATION

(Whereupon, a document was
marked for identification as
Exhibit P-1.)

MR. McCRINK: My client is standing,
because he has back issues. So, it is more
painful for him to sit than stand.

All right.

BY MR. McCRINK:

Q Good morning -- or, actually, good
afternoon, I guess.

Sir, a couple of procedural questions
before we start.

Have you ever been deposed before?

A No.

Q All right. And I will just go through a
little background, then, and we'll start.

Even though we are in an informal

Jacobs v. Reed, et al.
Robert T. Jones

25 (Pages 97 to 100)

97

99

1 the market area?
2 A Yes, sir.
3 (Whereupon, a brief discussion
4 was held off the record.)
5 BY MR. McCRINK:
6 Q Are you familiar with Robert M. Sappio of
7 Real Estate Appraisal Consulting?
8 A Yes, sir.
9 Q Did you feel that they are a reliable
10 appraisal firm?
11 A I never had them appraise anything of
12 mine, so I wouldn't know.
13 Q Do you have any reason to believe that
14 they are not competent appraisers?
15 A As evidence by him doing an appraisal he
16 is not under licensure to do, yeah; I would say that
17 is unethical.
18 Q Okay. And you made reference to Peter M.
19 McCafferty?
20 A Yes, sir.
21 Q I'm looking, and I assume it is in here
22 somewhere, it is probably a CV.
23 Here's a Real Estate Appraiser Board
24 Licensed Appraiser, Licensed Residential Appraiser
5 that is attached here.

1 A No, sir.
2 Q In doing this appraisal, did you check the
3 fire insurance value of the premises?
4 A No, sir.
5 Q Are you aware that Cumberland Mutual Fire
6 Insurance Company had this property valued?
7 A No, sir.
8 Q Did you ever ask Mr. Reed for any of that?
9 A No, sir.
10 Q What did you value the land value at?
11 A \$450,000.
12 Q So, that would mean that the building was
13 worth a million five?
14 A Approximately.
15 Q Okay. When was this home built, again?
16 A I have its actual age; it is approximately
17 one year. So, go back to 6 -- 2006.
18 Q And that information came from?
19 A I don't recall. Perhaps from the Trend
20 MLS System. That comes up in my generic search.
21 Q So you took it off the MLS system?
22 A Not the MLS system, the MLS tax records.
23 Q The tax record on the MLS system?
24 A Yes.
25 Q Gotcha. Who creates that, by the way?

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1 And is it your testimony, here,
2 today, that that certification limits him to
3 properties under \$1 million?
4 A Yes, sir.
5 Q All right. Now, do you know if he has any
6 other certifications?
7 A Not indicated in that appraisal.
8 Q But do you know if he has any other
9 certifications?
10 A No. I don't.
11 Q But if he did and he had other
12 certifications, that may very well qualify him from
13 this, correct?
14 A Not under the statement, scope of practice
15 law.
16 Q And the licensed required for this is,
17 again, what?
18 A Certified residential, or certified
19 general.
20 Q Okay. Interesting. I take it you don't
21 know this gentleman?
22 A I do not.
23 Q Have you, as a result of this litigation,
4 had occasion to speak to Mr. McCafferty, or anyone
25 from Robert Sappio Appraisal that you know of?

1 A I don't know.
2 Q Would you believe that it was created by
3 the MLS?
4 A I don't understand that question.
5 Q Do you believe that the MLS created the
6 MLS system that you referenced?
7 A I assume they did.
8 Q Okay. Do you know where they got their
9 data?
10 A I don't know.
11 Q Do you know whether or not this data is on
12 the MLS listing form?
13 A I do not.
14 Q Okay. All right.
15 (Whereupon, a brief recess was
16 taken.)
17 BY MR. RESNICK:
18 Q Sir, I represent Scott Jacobs and Miriam
19 and Traci Jacobs.
20 I'm going to ask you a couple of
21 questions.
22 To this date, have you ever
23 communicated with Scott, Traci or Miriam Jacobs?
24 A No, sir.
25 Q Have you ever received any communications

Jacobs v. Reed, et al.
Robert T. Jones

26 (Pages 101 to 104)

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1 from them, whether it be oral or written?

2 A No, sir.

3 Q How about their broker in this, Holly
4 Donohue from Prudential Fox, have you ever had any
5 communications with her, be it oral or written,
6 concerning this transaction?

7 A To the best of my recollection, no.

8 Q How about the Jacob's attorney in this
9 matter, for the transaction, Edward Hovatter, have
10 you had any conversations with him?

11 A No.

12 Q He is with the Law Firm Sherman,
13 Silverstein, Kohl, Rose and Podolsky, have you ever
14 had any discussions with anyone from that law firm
15 concerning this transaction?

16 A No, sir.

17 Q Have you -- did you ever read the -- any
18 of the amendment to the Contract of Sale in this
19 matter?

20 A I have. I read through it after receiving
21 the lawsuit.

22 Q Okay. So, at the time -- just so I am
23 clear -- at the time that you generated the
24 appraisal report, you had not read the amendment to
5 the Contract of Sale?

1 Q Would it have been after the appraisal was
2 done?

3 A It was after the appraisal inspection, and
4 I do not recall, exactly, if it was after the
5 appraisal had been submitted.

6 Q So, it may have been before, or it may
7 have been after; you are not sure?

8 A I don't -- I don't recall, exactly.

9 Q So, after you did the appraisal
10 inspection, he called you and spoke to you, or you
11 called him?

12 A He called me regarding non-appraisal
13 business.

14 Q And what was that non-appraisal business?

15 A Reading a Disney vacation interest
16 purchase that he was inquiring me about.

17 Q Why would he talk to about Disney?

18 A It had come up that day when we were doing
19 the inspection, and I own a real estate interest
20 down there, and he was also investigating it.

21 Q How did he become aware that you owned a
22 real estate investment in the Disney area?

23 A It just came up in conversation. He had a
24 lot of Disney memorabilia.

25 Q That was part of that general conversation

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1 A No, sir.

2 Q Okay. I don't have anything else.

3 BY MR. McCRINK:

4 Q One question. As a result of my worthy
5 opponent's questions, have you had occasion to speak
6 to anyone as regards to this litigation, other than
7 your counsel?

8 A In general conversations at all?

9 Q In any conversations, yes.

10 A Absolutely.

11 Q To whom have you spoken?

12 A My wife, my family, fellow appraisers.

13 Q Okay. You did not speak to the appraisers
14 who did the other appraisals?

15 A No, sir.

16 Q And you did not speak, and I'm going to
17 give you a time frame now, from the time of this
18 appraisal to the time of this lawsuit, did you have
19 occasion to speak, at any time to, either, Mr. or
20 Mrs. Reed and/or any member of their family?

21 A Mr. Reed had contacted me, via phone,
22 several times. Time frame exactly; I don't recall.

23 Q Would it have been before this litigation
24 began?

25 A Oh, yes, sir.

1 that you had when you were out there, correct?

2 A Yeah. When I was speaking to Mr. Reed.

3 Q How long did you talk to him? When you
4 were out speaking, how long did you talk to him?

5 A It was a big house; I was there for
6 awhile.

7 Q Over an hour?

8 A Certainly.

9 Q Over two hours?

10 A I would say over an hour, under two hours.

11 Q Did he seem like a friendly guy?

12 A Yes, sir.

13 Q Likeable guy?

14 A Absolutely.

15 Q Did you like him?

16 A Yes, sir.

17 Q Did you want to help him?

18 A Did not enter into my thinking.

19 Q But you were aware, when you talked to him
20 when you were doing the appraisal, that there was a
21 mortgage contingency, correct?

22 A I'm -- I can't commit that I committed the
23 contract to memory, but I make a general assumption
24 that whenever there is an appraisal, there is some
25 form of mortgage commitment.

EXHIBIT N

SHERMAN SILVERSTEIN KOHL ROSE & PODOLSKY, P.A.

Jeffrey P. Resnick, Esquire

Leily Schoenhaus, Esquire

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Attorneys for Plaintiffs Scott and Traci Jacobs, husband and wife, and Miriam Jacobs

SCOTT JACOBS AND TRACI JACOBS,
husband and wife, and MIRIAM JACOBS

Plaintiffs,

v.

FRANK J. REED, III AND CHRISTINA A.
REED, husband and wife,

Third -Party Plaintiffs,

v.

FIRST JERSEY APPRAISAL GROUP;
ROBERT J. JONES; COMMERCE BANK,
N.A.; JOHN DOES 1-10; AND JOHN DOE
CORPORATIONS 1-10,

Third -Party Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION-BURLINGTON COUNTY

Docket No. BUR-L-1418-08

Civil Action

AFFIDAVIT OF SCOTT JACOBS

I, Scott Jacobs, of legal age and of sound mind, hereby say, state, and aver as follows:

1. I make this Affidavit based upon my personal knowledge as a plaintiff in this matter.

2. At no point prior or subsequent to entering real estate transaction regarding property located at 817 Matlack Drive, Moorestown, New Jersey (the "Property") with the

defendants did I have any communication or make any agreement, explicit or implicit, with my wife, Traci Jacobs, or my mother, Miriam Jacobs, in connection with depriving defendants of the benefit of the sale of the real property.

3. At no point prior or subsequent to entering the real estate transaction did I determine that I could not perform my obligations under the contract.

4. Having received the Appraisal which valued the Property in an amount less than the purchase price, we elected to terminate the Contract of Sale with the defendants, as we were entitled to do under the Contract.

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

Dated: 5/6/09


Scott Jacobs

Exhibit W

FILED WITH THE COURT

JUL 06 2009

PREPARED BY THE COURT

KAREN L. SUTER, J.S.C.

**SCOTT JACOBS AND TRACI JACOBS,
h/w, and MIRIAM JACOBS,**

Plaintiffs,

v.

**FRANK J. REED, III AND CHRISTINA
A. REED, h/w**

Defendants/Third-Party Plaintiffs,

v.

**FIRST JERSEY APPRAISAL GROUP;
ROBERT J. JONES; COMMERCE
BANK, N.A.; JOHN DOES 1-10; AND
JOHN DOE CORPORATIONS 1-10,**

Third-Party Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
BURLINGTON COUNTY

DOCKET NO.: BUR-L-1418-08

**OPINION GRANTING SUMMARY
JUDGMENT TO PLAINTIFFS AND ON
COUNTS 1-6 OF DEFENDANTS'
COUNTERCLAIM**

Argued June 12, 2009;
Written Decision Issued July 6, 2009.

**Jeffrey P. Resnick, Esq., Sherman Silverstein Kohl Rose & Podolsky, P.A. for
Plaintiffs**

**Matthew R. McCrink, Esq., McCrink, Kehler & McCrink, for Defendants/Third-
Party Plaintiffs**

SUTER, J.S.C.

Plaintiffs Scott Jacobs, Traci Jacobs and Miriam Jacobs filed this motion seeking summary judgment in their favor as to affirmative claims set forth in plaintiff's Complaint, and Counts 1-6 of the defendants' Counter-Claim. The court has reviewed the papers submitted as well as those on file and heard oral argument. For the reasons set forth below, the court holds that plaintiffs Scott Jacobs, Traci Jacobs, and Miriam Jacobs' motion for summary judgment is GRANTED on their complaint and on Counts 1-6 of the defendants' counterclaim.

FACTS

This action arises out of a failed real estate transaction. On or about December 8, 2007, plaintiffs Scott and Traci Jacobs entered into a contract to purchase a home in

Moorestown, New Jersey, for \$2,040,000 from defendants Frank J. Reed, III and Christina A. Reed. Plaintiffs tendered a deposit in the amount of \$50,000, which was placed into an interest bearing escrow account held by defendants' realtor.

Pursuant to the Contract, the plaintiff-buyers were required to "use their best efforts to obtain" a mortgage commitment within seven days after the attorney review period. Pltfs' Ex. A., ¶ 9. This paragraph provided that "[I]n the event the mortgage commitment is not delivered by the specified date, or any extended date permitted by the Seller, this Contract shall be deemed null and void. In that event, the deposit monies paid by the Buyer, shall be returned to the Buyer unless failure to obtain the mortgage commitment is the result of the buyer's negligence or intentional conduct or failure to diligently pursue the mortgage application." ¶ 9.

A Rider to Contract of Sale (the "Rider") dated December 18, 2007 was executed. Pltf's Ex. B. The Rider, among other things, included plaintiff Miriam Jacobs as an additional buyer of the property, and contains the following provision:

Paragraph 42 of the Contract (Additional Contract Provisions) shall be amended and restated as follows:

B. . . . Buyer's obligation to purchase the property shall be contingent upon the Lender's appraisal being equal to or greater than the Purchase Price. In the event that the Lender's appraisal is less than the Purchase Price, the Buyer shall be entitled to cancel the Contract upon written notice to the Seller and the Seller's agent on or before the Mortgage Commitment Date whereupon the deposit shall be returned to Buyer and neither party shall have any further liability or obligation to the other hereunder. [Id. at ¶ 7].

The Rider also provides that the "Seller's sole and exclusive remedy in the event of Buyer's default in the Contract, shall be to retain the deposit as complete and liquidated damages . . ." Id. at ¶ 10.

Plaintiffs timely sought to obtain a mortgage from third-party defendant Commerce Bank, N.A. ("Commerce").¹ As part of the loan process, Commerce retained First Jersey Appraisal Group to appraise the property. Plaintiffs had no communication

¹ There is no issue raised that the application was untimely or incomplete.

with the appraiser. On January 4, 2008, plaintiffs' counsel received a Statement of Credit Denial Termination or Change from Commerce's senior loan officer advising that plaintiffs' request for the loan was rejected because the value or type of collateral was not sufficient for the loan. Pltf's Ex. D. Plaintiffs also received a copy of the Appraisal of Real Property (the "Appraisal") prepared for Commerce by third-party defendant Robert J. Jones, establishing the value of the property at \$1,950,000. Pltf's Ex. E. Plaintiffs allege that Commerce further advised that a second "field review" occurred following the Appraisal (on January 14, 2008) to confirm the appraised value, and that this field review was consistent with the appraised value of \$1,950,000. Pltf's Ex. F.

On January 7, 2008, plaintiff's counsel sent defendants' counsel a letter providing him with Commerce's Denial, together with Commerce's Appraisal and a notice of termination of the Contract, since the appraisal price was less than the contract price. Pltf's Ex. G. Plaintiffs' counsel asked for written authorization allowing the Deposit held in escrow to be released to plaintiffs pursuant to the Contract. However, the Defendants refused to authorize the release of the Deposit, contending by letter dated January 10, 2008, that Commerce's appraisal was incorrect. Pltf's Ex. H. As noted above, the "field appraisal" on January 14, 2008 confirmed the \$1,950,000 appraisal.

On January 28, 2008, and again on February 11, 2008, plaintiffs requested to have their deposit returned to them, contending that any issues the defendants had with the Appraisal were solely between the defendants and Mr. Jones, who conducted the appraisal for Commerce. Pltfs' Ex. I. The escrow holder has refused to release the deposit monies unless directed by the defendants to do so, in accordance with the Contract.

On or about May 7, 2008, plaintiffs filed suit seeking return of the \$50,000 deposit. Pltfs' Ex. K. Defendants filed a counterclaim alleging that plaintiffs breached the contract and conspired with Mr. Jones, the appraiser, to cause defendants monetary loss, among other things. Pltf's Ex. L.

Plaintiffs argue that any dispute the defendants may have regarding the errors in the appraisal are solely between the defendants and the other parties, and have no bearing on the determination of the instant motion. Plaintiffs contend that the mortgage commitment was not obtained because the Appraisal valued the property at an amount

less than the contract price, and therefore pursuant to the contract, they terminated the contract. Therefore, plaintiffs argue they performed all of their contractual obligations by tendering the deposit to the escrow holder and seeking to obtain a mortgage in good faith and thus their deposit should be returned.

The defendants argue that the plaintiffs did not exercise good faith in attempting to obtain the mortgage commitment because they did not receive an accurate appraisal and did nothing to correct the alleged errors. Defendants argue that the appraisal is incorrect in several areas, including: (1) stating that there was no attic, when the attic is finished with approximately 1,167 square feet of finished space; (2) the residence has fourteen rooms, not twelve as listed in the appraisal; (3) the home has three fireplaces, as opposed to the two listed in the appraisal; (4) the actual square footage of the property for the first and second floor, together with the finished attic of 7,330, not 6,272 as listed on the appraisal; and (5) the "comparable" homes used in the appraisal were not comparable, as one home had only five bedrooms, as opposed to the seven bedrooms in the subject property, and another "comparable" home had only four full bathrooms, as opposed to the seven full baths in the subject property.

Defendants contend that when they noticed these errors, they brought them to the attention of Commerce Bank. Defendants say they waived the January 7, 2008 deadline but at oral argument, it was clear all of this occurred after January 7, 2008.

In connection with refinancing, the defendants arranged for a second appraisal through Commerce Bank. Commerce used a different appraiser. That appraisal on February 21, 2008, valued the property using a sales comparison approach at \$2,040,000 and a cost approach at \$1,946,169. It corrected for the apparent errors from the first appraisal. (The court notes, however, that the first appraisal did mention the expansion of the third floor). Defendants argue that plaintiffs represented in December 2007 that they would consult other mortgage companies and asked defendants to perform certain work at the property to improve the appraisal. All this was in December 2007, before the first appraisal.

Therefore, the defendants argue that the plaintiffs breached the contract by failing to exercise good faith in attempting to obtain a mortgage commitment, and defendants

also allege that the plaintiffs conspired with each other and the appraiser, and aided each other in committing fraud.

LEGAL DISCUSSION

A motion for summary judgment is governed by R. 4:46-2 of the New Jersey Court Rules. The rule provides that summary judgment shall be “rendered forthwith if the pleading, depositions, answers to interrogatories and admissions on file, together with affidavits, if any, show that there is no genuine issue as to any material fact challenged and that the moving party is entitled to a judgment order as a matter of law.” R. 4:46-2.

The case of Brill v. Guardian Life Insurance Company of America, 142 N.J. 520 (1995), set forth the standard for a trial court to apply when determining whether an alleged disputed issue should be considered “genuine” for purposes of R. 4:46-2. The Brill court stated that:

[u]nder this new standard, a determination where there exists a “genuine issue” of material fact that precludes summary judgment requires the motion judge to consider whether the competent evidential materials presented, when viewed in the light most favorable to the non-moving party are sufficient to permit a rational fact finder to resolve the alleged disputed issue in favor of the non-moving party. [Id. at 540.]

The Brill court further clarifies that, “[if] there exists a single, unavoidable resolution of the alleged disputed issue of fact, that issue should be considered insufficient to constitute a ‘genuine’ issue of material fact for purposes of R. 4:46-2.” Id. Rather, when the evidence “is so one sided that one party must prevail as a matter of law,” the trial court should not hesitate to grant summary judgment. Id. (citing Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 252 (1986)). R. 4:46-5(a) provides that an adverse party may not rest upon the mere allegations or denials of the pleading, but must respond by affidavit setting forth specific facts showing that there is a genuine issue for trial.

Under New Jersey law, the terms of a contract must be given their plain and ordinary meaning. Nester v. O’Donnell, 301 N.J. Super. 198, 2010 (App. Div. 1997). “A writing is interpreted as a whole and all writings forming part of the same transaction are interpreted together.” Id. (citations omitted). The court is not free to rewrite a contract or to vary or enlarge the terms for the benefit of one party and to the detriment of the other.

Camden Brd. Of Ed. v. Alexander, 181 N.J. 187, 197 (2004) (citing to Standard Refinery Union, Inc. v. Esso Standard Oil Co., 31 N.J. Super. 548, 552 (App. Div. 1954)). When interpreting a contract it is the intent of the parties that govern. Conway v. 287 Corp. Cntr. Assoc., 187 N.J. 259, 269-270 (2006) (citing to Atl. Ne. Airlines v. Schwimmer, 12 N.J. 293, 301-302 (1953)). When discerning the intent of the parties, the court is to examine the plain language of the contract, the surrounding circumstances and the purpose of the contract. Highland Lakes Country Club & Cmty. Ass'n v. Franzino, 186 N.J. 99, 115-116 (2006).

In Davis v. Strazza, 380 N.J. Super. 476 (App. Div. 2005), defendants agreed to buy plaintiff's property and placed a \$25,000 deposit in escrow. The contract was contingent upon the defendants obtaining a conventional mortgage at a prevailing rate of interest. Defendants were able to obtain such a mortgage, however the mortgage was contingent upon the defendants selling two properties they owned. The mortgage company ultimately advised the defendants that the mortgage commitment was cancelled because the properties "required to be sold will not be sold." Id. at 479. The plaintiffs refused to consent to the termination of the contract agreement, and brought suit. The Appellate Division found that the trial court did not err in granting summary judgment to the defendants because evidence before the trial court was so "one-sided" that there was no issue of fact as to whether defendants acted in good faith in endeavoring to sell the properties. Id. at 486. In that case, the defendants reduced their sale price during contract negotiations, agreed to treat termite infestations, repair any termite damage and make certain other repairs.

Similarly, summary judgment should be granted because there are no issues of fact here. The contract of sale provided that the buyers would use their best efforts to obtain a mortgage. There is no issue raised by the defendants that the plaintiffs failed to timely make an application for a mortgage and provided all the information that the mortgage company requested. Thus, there is no genuine issue of fact that they used their best efforts to obtain a mortgage commitment. Under the contract, the plaintiffs had until January 7, 2008 in order to obtain a mortgage commitment. Commerce Bank advised them on January 4, 2008 that they would not be receiving this commitment because the appraisal did not equal or exceed the contract price. Under paragraph 10 of the contract,

if the mortgage commitment is not delivered by a specified date or any extended date permitted by the seller, the contract is deemed null and void. In that event, the deposit monies paid by the buyers, in this case the plaintiffs, shall be returned to the buyer (plaintiffs) unless the failure to obtain the mortgage commitment is the result of the buyers' negligence or intentional conduct or failure to diligently pursue the mortgage application. There are no facts here to support intentional conduct on the part of the plaintiffs.

On January 4, 2008, Plaintiffs were advised that their mortgage commitment was being denied because of the appraisal. Defendants contend that there were errors with respect to the appraisal, but none of those errors were brought to the attention of the plaintiffs prior to January 7, 2008. By January 7, 2008 if they had not terminated the contract, plaintiffs would not be able to obtain a refund of their deposit. Thus, they terminated the contract, as was their right, on January 7, 2008. The defendants found out about the appraisal and the termination after January 7, 2008. Although they offered to extend the mortgage commitment period, it was clear from the material submitted and oral argument that that extension offer was made after January 7 once the plaintiffs had terminated the contract.

The contract rider provided the buyers (plaintiffs in this instance) the ability to obtain their deposit in the event that the appraisal was not equal or greater than the purchase price. That provision expressly provides that in the event the appraisal is less than the purchase price, the buyer shall be entitled to cancel the contract upon written notice to the seller and seller's agent on or before the mortgage commitment date, which in this case was January 7, 2008. Whereupon under this contract, the deposit "shall be returned" to the buyer and neither party shall have any further liability or obligation to the other hereunder. Thus, once the buyers, the plaintiffs herein, knew that the appraisal had come in under the purchase price, they exercised their ability under the contract to terminate the contract.

The field appraisal done by Commerce came to the same appraisal value. According to the records, the field appraisal was done January 14, 2008 which was after the date that the plaintiffs could cancel. Defendants contend that the second appraisal, done in February 2008, raises factual issues because they contend that appraisal was

accurate and not the first appraisal conducted by Robert J. Jones for the First Jersey Appraisal Group. However, there are no facts presented to show that plaintiff consented to this appraisal before January 7, 2008. There is nothing in the contract that indicates that if there is a dispute about the appraisal, that this constitutes a lack of "best efforts" on the part of plaintiff or that this would automatically extend the mortgage commitment date or that it would be a basis for the defendants to refuse to return the deposit monies. The fact that there may be an issue between the first appraisal and the second appraisal is an issue that relates to Commerce Bank and the defendants rather than to the plaintiffs' motion for summary judgment.

The court cannot make a better or different contract for the parties than the parties themselves created. This contract expressly authorized the buyer to cancel the contract by giving written notice to the seller, which was done, if the appraisal was less than the purchase price. Because there is no issue about the plaintiffs exercising best efforts to obtain a mortgage commitment and they exercised their rights under the express contract, plaintiffs are entitled to summary judgment on their complaint. The court does not find any genuine issues of material fact that would preclude summary judgment.

Defendants raised for the first time in oral argument that summary judgment was premature. It is true that the discovery end date is just days away. However at oral argument, defendants' counsel could not articulate how the discovery between the plaintiff and the defendant was incomplete and thus, the court does not find that the plaintiffs' summary judgment motion should be rejected merely because it was filed shortly before the close of discovery.

Plaintiffs also argue that summary judgment should be granted in their favor as to counts 1 to 6 of Defendants Counterclaim. Counts 1 through 3 allege breach of contract by each of the plaintiffs. Defendants allege they suffered damages because the plaintiffs intentionally or negligently failed to deliver the mortgage commitment by January 7, 2008, and failed to close on February 7, 2008.

As discussed above, no genuine issues of material fact remain regarding whether plaintiffs breached the Contract by failing to use "their best efforts" to obtain a mortgage commitment. Therefore, summary judgment is granted as to counts 1 to 3 of defendants' counterclaim.

Counts 4 through 6 allege fraud, civil conspiracy, and aiding and abetting fraud. Defendants allege that the plaintiffs knowingly, willingly, and fraudulently deprived the Defendants of the benefit of the sale of the real property through their acts and omissions, including but not limited to dismissing the errors in the appraisal, failing to have the initial appraisal reviewed and revised, ensuring that the contract for sale would be rendered unenforceable, thereby ensuring that the defendants would not receive the benefit of the performance of the contract, and refusing to acknowledge the second, accurate appraisal.

The elements of an equitable fraud claim are: (1) a material misrepresentation of a presently existing or past fact; (2) an intention that the defendants rely on it; (3) reasonable reliance thereon by the defendants; and (4) resulting damages. Gennari v. Weichert Co. Realtors, 148 N.J. 582, 610 (1997). Common-law legal fraud requires the same four elements as equitable fraud, in addition to a scienter element which requires the knowledge or belief by the defendant of the material misrepresentation's falsity. Jewish Ctr. of Sussex County v. Whale, 86 N.J. 619, 624 (1981). A fraud claim must be plead with particularity pursuant to R. 4:5-8(a), and must be proven by clear and convincing evidence. Barsotti v. Merced, 346 N.J. Super. 504, 520 (App. Div. 2002).

To establish a civil conspiracy, a plaintiff must prove "a combination of two or more persons acting in concert to commit an unlawful act, or to commit a lawful act by unlawful means, a principal element of which is an agreement between the parties to inflict a wrong against or injury upon another, together with an act that results in damage." Weil v. Express Container Corp., 360 N.J. Super. 599, 614 (App. Div. 2003). The plaintiff must establish that "there was one plan and that its essential scope and nature was known to each person who is charged with responsibility for its consequences." Id.

Additionally, civil liability for aiding-abetting "focuses on whether a defendant knowingly gave substantial assistance to someone engaged in wrongful conduct, not on whether the defendant agreed to join the wrongful conduct." Podias v. Mairs, 394 N.J. Super. 338, 353 (App. Div. 2007) (internal citations and quotations omitted).

Here, the defendants have failed to identify any alleged misrepresentation of fact made by the plaintiffs, and there is no evidence that the plaintiffs made such a statement

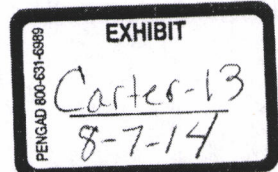
with the intention that the defendants rely on it. Additionally, the Defendants have not set forth any facts showing that the plaintiffs had an agreement and acted in concert to commit an unlawful act, or that the plaintiffs gave substantial assistance to someone engaged in wrongful conduct. Therefore, summary judgment in the plaintiffs' favor as to counts 4 to 6 of defendants' counterclaim is granted.

For the foregoing reasons, the court now holds that plaintiffs Scott Jacobs, Traci Jacobs, and Miriam Jacobs' motion for summary judgment is GRANTED on their complaint and on Counts 1 through 6 of the defendants' counterclaim.

A handwritten signature in cursive script, reading "Karen L. Suter", is written over a horizontal line.

Karen L. Suter, J.S.C.

Exhibit X



Standard Form of Real Estate Sales Contract adopted by the Burlington Camden County Association of REALTORS® and recommended for use only when: (1) A Listing Agreement has been signed by Seller, and (2) the real estate being sold involves a one-to-four family residential property. This form has been certified by the Attorney General to be in compliance with the Plain Language Law. Approval of a consumer contract by the Attorney General only means that simple, understandable and easily readable language is used. It is not an approval of the contract's terms or legality.

CONTRACT FOR SALE OF A ONE-TO-FOUR FAMILY RESIDENTIAL PROPERTY

THIS IS A LEGALLY BINDING CONTRACT THAT WILL BECOME FINAL IN THREE BUSINESS DAYS. DURING THIS PERIOD YOU MAY CHOOSE TO CONSULT AN ATTORNEY WHO CAN REVIEW AND CANCEL THIS CONTRACT. SEE SECTION ON ATTORNEY REVIEW FOR DETAILS.

THIS CONTRACT FOR SALE has been prepared on the 25th day of August, 2008.

BETWEEN Frank J. Reed 3rd & Christina A. Reed the Seller(s)

Whose address is 817 Matlack Drive, Moorestown, NJ 08057 and

Mark Weaver the Buyer(s)

Whose address is 205 Dickens Drive, Delran, NJ 08075

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1. ATTORNEY REVIEW:

A. Study by Attorney:

The Buyer or Seller may choose to have an attorney study this Contract. If an attorney is consulted, the attorney must complete his or her Review of the Contracts within a three-day period. This Contract will be legally binding at the end of this three-day period unless an attorney for the Buyer or the Seller reviews and disapproves of this Contract.

B. Counting the Time:

You count the three days from the date of delivery of the signed Contract to the Buyer and Seller. You do not count Saturdays, Sundays or legal holidays. The Buyer and the Seller may agree in writing to extend the three-day period for attorney review.

C. Notice of Disapproval:

If an attorney for the Buyer or the Seller reviews and disapproves of the Contract, the attorney must notify the REALTOR(S)® and the other party named in this Contract within the three-day period. Otherwise, this Contract will be legally binding as written. The attorney must send notice of disapproval to the REALTOR(S)® by certified mail, by telegram or by delivering it personally. The telegram or certified letter will be effective upon sending. The personal delivery will be effective upon delivery to the REALTOR(S)® office. The attorney may also, but need not, inform the REALTOR(S)® of any suggested revision(s) in the Contract that would make it satisfactory.

2. COMMENCEMENT OF ATTORNEY REVIEW:

The parties acknowledge by their initials the date of delivery of this Contract signed by both Buyer and Seller to be as follows:

INITIALS AS TO BUYER (MW) ()

DATE 8/27/08

INITIALS AS TO SELLER CK

DATE 8/27/08

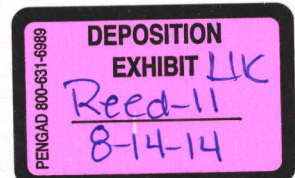
3. NOTICES AND FAX TRANSMISSIONS.

A. Notices:

All notices required in this Contract must be in writing. All notices shall be by certified mail, by telegram, by personal delivery, or by facsimile transmission (fax). The telegram, certified letter or facsimile transmission will be effective upon sending. The personal delivery will be effective upon delivery to the other party. Each party must accept the certified mail, telegram or facsimile transmission sent by the other party. Notices to the Seller shall be addressed as indicated on Line 18 of this Contract. Notices to the Buyer shall be addressed as indicated on Line 22 of this Contract. Notices to the Realtors® shall be addressed to the addresses as indicated in Paragraph 33 of this Contract. Notwithstanding the above, this notice provision shall not apply to Paragraph 1, entitled "Attorney Review," which has its own methods of notice that must be strictly adhered to.

B. Contract, Counter Offer, Addendum, Amendment:

The facsimile transmission (fax) of a signed copy of this Contract, any counter offer, addendum or amendment to the other party or their agent, followed by faxed acknowledgment of receipt, shall constitute delivery of the signed document. The Seller and Buyer agree to confirm the faxed transmission by mailing or personally delivering a clear copy with original signatures to the other party or their agent.



88
89 **4. SALE, PURCHASE and PROPERTY.**
90

91 The Seller agrees to sell and Buyer agrees to buy under the terms of this Contract:
92 (a) All that land, building(s) and improvements in the Municipality of Moorestown, County of Burlington,
93 and State of New Jersey, being commonly known as 817 Matlack Drive, identified on
94 the Municipal Tax Map as Block 03803, Lot(s) No(s) 00002,
95 A description of the boundaries of the land is either attached as Schedule "A" or appears in Deed Book _____ at
96 page _____, recorded in the Clerk or Register of Deed's Office of Burlington County.
97 (b) All other rights of the Seller in the land.
98

99 **5. PERSONAL PROPERTY and FIXTURES.**

100 The property being transferred includes all fixtures permanently attached to the building(s), all shrubbery, plantings and fencing.
101 Also included:
102 All permanently attached fixtures, wall / wall carpeting, SubZero refrigerator, all window treatments.
103 _____
104 _____
105 _____
106 _____
107 _____

108 **Specifically excluded:**

109 Swing set, and bathroom hanging mirror.
110 _____
111 _____
112 _____
113 _____

114 **6. PURCHASE PRICE/MANNER OF PAYMENT.**

115 The purchase price is One Million Eight Hundred Thousand Dollars \$1,800,000
116 Payable as follows:
117 (1) Deposit paid upon signing of the Contract \$50,000
118 (2) Additional deposit to be paid on or before \$0
119 (3) At settlement, by certified or cashier's check and/or mortgage company check \$1,750,000
120 In the event of assumption of existing first mortgage or by Seller taking back Buyers' mortgage
121 note and mortgage. See Additional Contract Provisions
122

123 PURCHASE PRICE \$1,800,000
124
125

126 **7. DEPOSIT MONIES.**

127 All deposit payments made by the Buyer on account of the purchase price shall be held in a ☐ non-interest bearing ☒ interest
128 bearing (W-9 to be supplied to Escrow Holder with deposit) Trust Account of B.T. Edgar & Son who
129 is called the Escrow Holder and shall be applied on account of the purchase price upon compliance by the Buyer with this
130 Contract. In the event the W-9 form is not returned or returned incomplete or unsigned, the down payment monies shall be placed
131 in a Non-interest bearing trust account of the Escrow Holder.
132

133 **8. SUFFICIENT ASSETS.**

134 Buyer represents that as of the signing of this Contract, Buyer has or will have as of the date of settlement, all necessary cash
135 assets, together with the mortgage loan proceeds, to complete settlement. Should the Buyer not have sufficient cash assets at the
136 time of settlement, Buyer will be in breach of Contract and Seller shall be entitled to any remedies as provided by law.
137 Buyer further represents:

138 ☒ the purchase of this property is NOT contingent upon the sale of any other real estate or personal property.
139 ☐ in order to complete settlement, Buyer will require the proceeds from the sale of property located at
140 _____, which is currently under Contract. A copy of such Contract of Sale
141 shall be delivered to Seller, or Seller's agent, at the time of signing of this Contract.
142 ☐ in order to complete settlement, Buyer will require the proceeds from the sale of property located
143 at _____, which is NOT currently under Contract.
144 A right of first refusal provision is attached and made a part of this Contract of Sale.
145

146 Seller represents that as of the date of settlement, Seller will have sufficient assets, including, but not limited to, the equity in the
147 property, to satisfy all liens, encumbrances and costs to complete settlement.
148

149 **9. MORTGAGE CONTINGENCY, PLACEMENT FEE (POINTS), COMMITMENT DATE:**

150 If payment of the purchase price requires a mortgage loan other than by the Seller or other than assumption of Seller's
151 mortgage, the Buyer shall apply for the loan in writing on lender's standard form within seven (7) days after the expiration of
152 the Attorney Review period (Paragraph 1) and use their best efforts to obtain it. The Buyer shall supply all necessary
153 information and fees required by the proposed lender and shall authorize the lender to communicate with the real estate
154 broker(s) and involved attorney(s). The Buyer shall obtain a written commitment from an established mortgage lender to make
155 a loan on the property under the following terms.
156

157 Principal Amount: \$ _____ Type of Mortgage: () VA () FHA () Conventional () Other.
158

159 Term of Mortgage: _____ years, with monthly payments based on a _____ year payment schedule.
160 If VA guaranteed or FHA insured, minimum amount of appraisal required: \$ _____, See FHA/VA
161 AMENDATORY CLAUSE attached to and made part of this contract.
162 At settlement, Seller shall also pay \$ _____ to be applied toward Buyer's escrow items, closing costs, and/or points.
163 This amount shall not exceed the maximum credit permitted by Buyer's Mortgage Lender. Each "point" being 1% of Buyer's
164 mortgage loan.
165

166 The written mortgage commitment must be delivered to the Seller's agent who is the Listing Broker identified in Paragraph 33
167 no later than the _____ day of _____, 20_____. Should Buyer require additional time to obtain the written
168 mortgage commitment, the commitment date shall automatically be extended for a period not to exceed _____ days. If such

~~extension shall cause the commitment date to extend beyond the settlement date specified in paragraph 14 then the settlement date shall be extended for _____ days after the revised commitment date. In the event the mortgage commitment is not delivered by the specified date, or any extended date permitted by the Seller, this Contract shall be deemed null and void. In that event, the deposit monies paid by the Buyer, shall be returned to the Buyer unless failure to obtain the mortgage commitment is the result of the Buyer's negligence or intentional conduct or failure to diligently pursue the mortgage application.~~

10. INSPECTION BY LENDERS, SURVEYORS: CERTIFICATIONS & REPAIRS.

Seller agrees to permit inspections of the property by authorized appraisers, inspectors and surveyors that may be requested by Buyer and/or Buyer's mortgage lender.

All mandatory certifications required by the Buyer's mortgage lender shall be paid for by the Buyer, except as otherwise provided in this Contract.

All mandatory repairs required by the Buyer's mortgage lender, or as a condition of those certifications, shall be accomplished before settlement at the Seller's expense, except as otherwise noted in this Contract. If the total cost of those repairs is more than \$ 200.00, this Contract may be declared null and void at the option of the Seller and all deposit monies paid by the Buyer toward the purchase price shall be refunded to the Buyer, without further liability to the Seller, or the Buyer may elect to make the repairs in excess of \$ 200.00 at the Buyer's expense and in that event, this contract shall remain in full force and effect.

11. FLOOD AREAS.

The federal and state governments have designated certain areas as flood areas. If the property is located in a flood area, the use of the property may be limited. The Seller is not aware that the property is in a flood area; however, this does not ensure that your lender may not require flood insurance. If Buyer's inquiry reveals that the property is in a flood area, the Buyer may cancel this Contract within ten (10) business days after the expiration of the Attorney Review Period. If the mortgage lender requires "flood insurance" then the Buyer shall be responsible for obtaining such insurance on the property.

12. POSSESSION, OCCUPANCY and TENANCIES.

Possession and occupancy will be given to Buyer at time of settlement. However, if the property is to be tenant occupied as of the date of settlement, see TENANCY ADDENDUM and leases attached and made a part of this contract.

13. DATES AND TIME FOR PERFORMANCE.

The Seller and the Buyer agree that all dates and times for performance of this Contract are OF THE ESSENCE.

This means that the Seller and Buyer must perform what is required of them within the time limits set by this Contract, or be in default, except as provided in this Contract.

14. SETTLEMENT TIME and PLACE.

Settlement is the meeting at which time the Seller transfers ownership of the property by Deed to the Buyer and the Buyer pays the Seller the remainder of the purchase price.

Settlement shall take place at Infinity Title Co. - 33 E. Main St., Moorestown, NJ or at such place as may be required by the mortgage lender on the 29th day of September, 2008 at TBD o'clock PM. The date, but not the hour, shall be of the essence. Where there is a designated title insurance company, the proceeds check will be issued by it or by its authorized agent.

15. SETTLEMENT COSTS and MONEY ADJUSTMENTS.

Seller shall pay for the preparation of the Deed, realty transfer fee, lien discharge fees, if any, and one-half of the title company charges for disbursements and attendance allowed by the Commissioner of Insurance; but all searches, title insurance premium and other conveyancing expenses are to be paid for by the Buyer, unless the Seller and the Buyer provide differently in writing.

Seller and Buyer shall make prorated adjustments at settlement for items which have been paid by Seller or are due from Seller such as taxes, water and sewer charges which could be claims against the property, rental and security deposits, association and condominium dues, and fuel in Seller's tank. Adjustments of fuel shall be based upon physical inventory and pricing by the Seller's supplier; such determination shall be conclusive.

If Buyer is assuming Seller's mortgage loan, Buyer shall credit Seller for all monies such as taxes and insurance premiums paid in advance or on deposit with Seller's mortgage lender. Buyer shall receive a credit for monies which the Seller owes to Seller's Mortgage lender, such as current interest or a deficit in the mortgage escrow account. There shall be no adjustment on any Homestead Rebate due or to become due.

16. DEED and OTHER DOCUMENTS REQUIRED FOR SETTLEMENT.

A Deed is a written document used to transfer ownership of property. Seller agrees to provide and the Buyer agrees to accept a Bargain and Sale Deed with Covenants against Grantor's (Seller's) acts. This means that the Seller has done nothing to encumber the title while being the owner. If the Seller is a corporation, it will also deliver a corporate resolution authorizing the sale. The Seller shall give to the Buyer and/or title company an Affidavit of Title and executed IRS 1099S form for reporting the sale. An Affidavit of Title is a sworn statement which contains information clarifying the Seller's ownership of the property, such as marital status, right of tenants, claims on record against people having similar name as Seller.

Seller(s) state they are, are not, foreign persons or non-resident aliens for the purpose of U.S. income taxation and will, if required, provide a certificate of non-foreign status at, or before, settlement as to each Seller.

17. CERTIFICATE OF OCCUPANCY AND ZONING COMPLIANCE.

Seller makes no representation concerning existing zoning ordinances except that Seller's use of the property is not presently in violation of any zoning ordinances and its present use as a single family dwelling may be continued.

Some municipalities may require a Certificate of Occupancy or Housing Code Letter to be issued. If any is required for this property, Seller shall obtain it at Seller's expense and shall be responsible to make and pay for any repairs required in order to obtain the Certificate or Letter. However, if this expense should exceed \$ 300.00 to the Seller, then the Seller may terminate this contract and refund to the Buyer all deposit monies plus Buyer's reasonable expenses, if any, in preparing to make settlement. The Buyer may elect to make repairs in excess of \$ 300.00 at the Buyer's expense. In addition, Seller shall comply with the New Jersey State Law, and local ordinances, including but

not limited to smoke detectors, carbon monoxide detectors and indoor sprinklers, the cost of which shall not be considered as a repair cost.

18. CONDOMINIUM/HOMEOWNERS ASSOCIATION DOCUMENTS.

If the property is a condominium, or is subject to a homeowners' association, Seller shall prior to or at the time of the signing of this Contract, provide Buyer with a copy of the current rules, regulations and by-laws of the condominium, and/or homeowners' association. The name(s), address(s) and telephone number(s) of the Association(s) is/are:

N/A

Seller, if required, shall provide Buyer with written approval by the condominium or homeowners' association for Buyer's purchase of the property. Prior to settlement, Seller shall provide a "Status of Account" letter and Certificate of Insurance for the Association.

Seller represents that the current annual association fee is \$N/A. Buyer acknowledges that associations commonly require a one-time non-refundable capital contribution or start-up fees.

19. QUALITY and INSURABILITY OF TITLE.

The title to be transferred shall be a marketable title and insurable at regular rates by a reputable title insurance company authorized to do business in the State of New Jersey.

The title shall be free and clear of all encumbrances including municipal liens and assessments and liabilities for future assessments for improvements constructed and completed; however, title shall be subject to liabilities for assessments for municipal improvements not completed on the date of this Contract. Seller represents that Seller ☐ has ☒ has not been notified of any such assessments. All liens and encumbrances shall be satisfied at or before time of settlement.

The title shall be subject to all existing utility easements and restrictions of record, provided such easement or restriction does not unreasonably limit the use of the property. Generally, an easement is a right of a person, other than the owner, of the property to use a portion of the property for a special purpose. A restriction is a recorded limitation on the use of the property. A violation of any restriction shall not be a reason for Buyer refusing to complete settlement as long as the Title Company insures the Buyer against actual loss at regular rates.

The Seller states, to the best of the Seller's knowledge, that there are no restrictions in any conveyance or plans of record that will prohibit use and/or occupancy of the property as a single family residential dwelling.

The Seller states that all buildings and other improvements on the property are within its boundary lines. Also, that no improvements on adjoining properties extend across the boundary lines of this property. In the event the Seller is unable to transfer the quality of title required and if the Buyer is unwilling to accept Seller's title without a reduction of the purchase price, the monies paid by Buyer toward the purchase price shall be returned to the Buyer, together with expenses of examining the title, making survey, mortgage application fees and Buyer's other reasonable expense in preparing for settlement without further liability to the Seller.

20. CONDITION OF PROPERTY.

The land and buildings shall be transferred in the same condition as they now appear, reasonable wear and tear excepted. This means that the property is being sold in its present conditions unless otherwise warranted hereinafter. In addition, Seller shall leave the property free of debris and in broom-clean condition.

21. SELLER'S WARRANTIES AND PRE-SETTLEMENT INSPECTION.

A warranty is a promise. Seller warrants that the plumbing, electrical and heating systems together with all equipment servicing those systems, the central air-conditioning, if existing, and all appliances, at time of settlement, are in good operating condition. Buyer shall have the right to inspect the property immediately prior to settlement to ensure that these items are in working order, also that the conditions of the property are as agreed.

Seller shall have all utilities in service during the 48-hour period immediately preceding settlement.

22. SELLER'S REPRESENTATION. (Check appropriate box)

Seller represents that the property is serviced by: ☒ public ☐ private waste disposal. If private waste disposal, see attached **PRIVATE WASTE DISPOSAL ADDENDUM**.

Seller represents that the property is serviced by ☒ public ☐ private drinking water source. If private drinking water source, see attached **WELL DRINKING WATER TEST ADDENDUM**.

Seller represents that to the best of Seller's knowledge there ☒ is/are no underground fuel tank(s), ☐ is/are underground fuel tank(s) on the property, ☐ was/were underground fuel tank(s) which was/were properly removed, ☐ is/are underground fuel tank(s) which was/were properly abandoned in place pursuant to the rules and regulations of NJDEP. If an underground fuel tank(s) is present see attached **UNDERGROUND FUEL TANK ADDENDUM**.

23. HOME INSPECTION and REPORTS.

Although the premises is being purchased in its present condition, it is recommended that the Buyer obtain an inspection. The Seller will make the property available to the Buyer's qualified inspectors for the purpose of inspecting the property at Buyer's expense to assure that:

- A. The heating, air-conditioning, plumbing and electrical systems are in good operating condition.
- B. The foundation and structure of the building(s) and garage(s) are sound and that there is no water intrusion into the premises;
- C. The roof and flashings do not leak and are structurally sound;
- D. The doors and windows (including seals), fireplaces and chimneys are in good operating condition;
- E. There are no adverse environmental conditions affecting the property, such as the presence of toxic mold, radon gas of 4.0 pCi/l or greater, air-borne asbestos fibers, toxic chemicals or other pollutants in the soil, air or water.

These inspections are to be performed within 10 business days from the expiration of the Attorney Review Period. If the reports disclose defects in the items mentioned above, Buyer shall supply to Seller or Seller's agent within that 10 day period, those portions of the reports describing said defects, together with a list of requested repairs. The Seller shall then have 5 business days to respond in writing to the Buyer or Buyer's agent. If the Seller does not respond within 5 business days, or if the Seller refuses to make the requested repairs at Seller's expense, then the Buyer may cancel this Contract by giving written notice to the Seller or Seller's agent within 3 business days thereafter. In that event, all deposit monies shall be returned to Buyer and neither party shall have any further obligation to the other.

If Buyer does not obtain and deliver these inspection reports within that 10-day period, Buyer's rights under this paragraph shall be deemed waived and this Contract shall remain binding. The time for delivery of these reports is of the essence.

"Qualified inspector" is defined as someone who is licensed or certified by a governmental authority having jurisdiction for such purposes. Where licensure or certification is not required by law for any such inspector, the term "qualified inspector" shall mean persons who are regularly engaged in the business of inspecting residential properties for a fee and who generally maintain good reputations for skill and integrity in their areas of expertise.

The fact that a structural element, system or subsystem is near, at or beyond the end of the normal useful life of such a structural element, system or subsystem is not by itself a material defect.

Maintenance and cosmetic items that are included in inspection reports are for the Buyer's information only and are not covered by the provisions of this paragraph.

Should Buyer's inspection fail to reveal existing defects in the property, Buyer's sole and exclusive remedy shall be against the inspectors providing such services.

Attached is a Seller's disclosure statement to Buyer regarding the property (Check appropriate box)

☒ Yes

☐ No

24. INFESTATION and/or DAMAGE by WOOD BORING INSECTS.

The Buyer is permitted to have the accessible areas of the building and detached garage(s) inspected by a reputable exterminating company of Buyer's choice to determine if there is any damage caused or infestation by termites or other wood destroying insects. The Buyer will pay for this inspection. The inspection report shall be furnished to the Seller or Seller's agent no later than 10 days prior to settlement. If infestation or damage is found, the Seller, at the Seller's expenses, shall have the infestation treated and have repaired or replaced any wood which is deemed to be unserviceable in the opinion of a professional engineer or building contractor. Treatment and/or repairs are to be completed before settlement. If the estimate for the treatment and/or repairs exceeds \$1,500.00, Seller, at Seller's option, may cancel this Contract. If Seller elects to cancel this Contract, all deposit monies plus the Buyer's reasonable expenses, if any, in preparing to make settlement shall be refunded to the Buyer. The Buyer may agree to accept the premises without the treatment and/or repairs in which case the Seller shall allow a credit of up to \$1,500.00 against the purchase price at time of settlement. The failure of the Buyer to furnish the inspection report to the Seller or Seller's agent within the time provided will constitute a waiver by the Buyer or Buyer's rights under this clause.

25. RADON INFORMATION. (Check one)

☐ Seller has obtained a radon test. The results of the test are being provided to the Buyer.

☒ Seller represents that Seller is unaware of any such tests having been made.

26. LEAD-BASED PAINT DOCUMENT ACKNOWLEDGMENT (applies to dwellings built before 1978)

Buyer acknowledges receipt of the EPA pamphlet entitled "Protect Your Family From Lead in Your Home". Moreover, a copy of a document entitled DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS has been fully completed and signed by Buyer, Seller and Broker(s) and is attached and made part of this Contract.

27. LEAD-BASED PAINT and/or LEAD-BASED PAINT HAZARD CONTINGENCY CLAUSE.

This paragraph is applicable to all dwellings built prior to 1978. Unless the Buyer and Seller agree to a longer or shorter period, Buyer has a ten (10) business day period within which to complete an inspection and/or risk assessment (the "Inspection") of the Property by a certified inspector/risk assessor for the presence of lead-based paint hazards. The Inspection shall be ordered and obtained by the Buyer at the Buyer's expense, within ten (10) business days from the expiration of the Attorney Review Period. If the Inspection indicates that no lead-based paint or lead-based paint hazard is present at the Property, this contingency clause shall be deemed to be null and void. If the Inspection indicates that lead-based paint or lead-based paint hazard is present at the Property, this contingency clause will terminate at the time set forth above unless within five business days of receiving the inspection results, the Buyer delivers a copy of the inspection and/or risk assessment report to the Seller and Broker(s) and (a) advises Seller and Broker(s), in writing that Buyer is voiding this Contract; or (b) delivers to Seller and Broker(s) a written amendment (the "Amendment") to this Contract listing the specific existing deficiencies and corrections required by the Buyer. The Amendment shall provide that the Seller agrees to (a) correct the deficiencies; and (b) furnish the Buyers with a certification from a certified inspector/risk assessor that the deficiencies have been corrected, before the date of settlement. The Seller shall have 5 days after receipt of The Amendment to sign and return it to Buyer or send a written counter-proposal to Buyer. If Seller does not sign and return the amendment or fails to offer a counter-proposal, this Contract shall be null and void and all deposit monies paid by Buyer toward the purchase price shall be refunded to the Buyer, without further liability to the Seller. In the event Seller offers a counter-proposal, Buyer shall have 5 days after receipt of the counter-proposal to accept it. If the Buyer fails to accept the counter-proposal within the time limit provided, this Agreement shall be null and void and all deposit monies paid by Buyer toward the purchase price shall be refunded to the Buyer, without further liability to the Seller.

28. NOTICE OF OFF-SITE CONDITIONS. (This statement is required by the New Jersey Real Estate Commission for Residential Resale Properties).

Pursuant to the New Residential Construction Off-Site Conditions Disclosure Act, P.L. 1995, c.253 the clerks of municipalities in New Jersey maintain lists of off-site conditions which may affect the value of residential properties in the vicinity of the off-site condition. Purchasers may examine the lists and are encouraged to independently investigate the area surrounding this property in order to become familiar with any off-site conditions that may affect the value of the property. In cases where a property is located near the border of a municipality, purchasers may wish to also examine the list maintained by the neighboring municipality. If new construction, see attached NOTIFICATION REGARDING OFF-SITE CONDITIONS ADDENDUM.

29. AIRPORT SAFETY ZONE. (Check applicable box)

Seller represents that the property identified in Paragraph 1 of this Contract ☐ is ☒ is not located in an AIRPORT SAFETY ZONE as defined by the New Jersey Air Safety and Zoning Act of 1983, amended by L1991C445.

407 30. MEGAN'S LAW STATEMENT. (This statement is required by the New Jersey Real Estate Commission.)
408 Under New Jersey Law, the county prosecutor determines whether and how to provide notice of the presence of
409 convicted sex offenders in the area. In their professional capacity, real estate licensees are not entitled to notification by
410 the county prosecutor under Megan's Law and are unable to obtain such information for you. Upon settlement, the
411 county prosecutor may be contacted for such further information as may be disclosable to you.
412

413 31. DISPUTE BETWEEN SELLER AND BUYER OVER DEPOSIT.
414 The Escrow Holder is not required to resolve any dispute which might arise between the Seller and Buyer concerning
415 deposit payments in the Trust Account. The Escrow Holder will require from both the Seller and Buyer their written
416 permission to pay out the deposit payment from the Trust Account. If the dispute is not resolved, the Escrow Holder
417 will retain the deposit money until the Buyer and/or Seller receive an order from the Court regarding distribution.
418

419 32. FAILURE OF BUYER OR SELLER TO SETTLE: BROKER'S RIGHT TO BROKERAGE FEE:
420 In the event the Seller or Buyer fails to settle in accordance with this Contract, either may commence any legal or
421 equitable action against the other as may be permitted by law. If Seller breaches this Contract, Seller will nevertheless
422 be liable to the Broker for a brokerage fee as otherwise set forth in the Listing Agreement Contract. If Buyer breaches
423 this Contract, Buyer will nevertheless be liable to the Broker for damages as determined by the Court, which may be
424 equivalent to the brokerage fee in this Contract.
425

426 33. BROKERAGE FEE: LIEN ON PROCEEDS.
427 The Seller agrees to pay the named real estate broker(s) for services rendered in procuring this sale.
428 This fee is payable as follows:
429 B.T. Edgar & Son Phone: (856) 235-0101 As stated in Listing Agreement
430 Listing Broker Brokerage Fee
431 27 E. Main Street, Moorestown, NJ 08057 Fax: (856) 722-9190
432 Address and Telephone Number
433

434 Selling Broker As stated in MLS
435 Brokerage Fee
436 Address and Telephone Number
437
438

439 The brokerage fee shall be due and payable at the time of actual settlement and all purchase money consideration has
440 been received by the Seller. The Seller agrees and acknowledges that the dollar amount of the brokerage fee shall be a
441 lien (a legal claim) on the purchase money proceeds derived from the sale of the subject property. The Seller, by this
442 Contract, authorizes and directs the Buyer's attorney, or the title insurance company, whichever is the case, to pay to the
443 broker(s) the full brokerage fee out of the proceeds of sale, prior to the payment of any funds to the Seller. The
444 brokerage fee bill, duly receipted by the broker or broker's agent, or the closing attorney's or title insurance company's
445 check in payment of such brokerage fee, shall be deemed a release and discharge of this lien.
446

447 34. SELLER NOT LIABLE TO BUYER AFTER SETTLEMENT.
448 All warranties, guarantees, representations of Seller concerning the property, the systems servicing the property, the
449 appliances, lot lines, location of structures, driveways, fences and any other matter affecting this Contract, unless
450 otherwise set forth in writing shall be absolutely void after settlement or delivery and acceptance of possession
451 or occupancy, whichever is earlier. Buyer acknowledges they have the right to purchase a home warranty.
452

453 35. RISK OF LOSS.
454 The risk of loss or damage to the property by fire or otherwise, except ordinary wear and tear, is the responsibility of the
455 Seller until settlement.
456

457 36. NO RELIANCE ON OTHERS.
458 This Contract is entered into by the Seller and Buyer based upon their full understanding of the meaning of all the
459 provisions of this Contract, and upon the knowledge of the parties as to the value of the land and whatever buildings are
460 upon same, and not on any representations made by either of them to the other, or by the real estate broker(s) involved.
461 The Broker(s) named in this Contract, their personnel and associates are not to be held liable either to Seller or Buyer
462 for the performance or non-performance of any of the terms of this Contract. Seller and Buyer agree that they are
463 entering into this Contract without any reliance upon any representations or statements which may have been made by
464 personnel or associates of the realty firm(s).
465

466 37. CONSUMER INFORMATION STATEMENT ACKNOWLEDGMENT.
467 By signing below the Seller(s) and Buyer(s) acknowledge they received the Consumer Information Statement on New Jersey
468 Real Estate Relationships from the brokerage firms involved in this transactions prior to the first showing of the property.
469

470 38. DECLARATION OF LICENSEE BUSINESS RELATIONSHIP(S).
471 B.T. Edgar & Son (name of firm) AND
472 Louise Marsh Carter (name(s) of licensee(s))
473

474 AS ITS AUTHORIZED REPRESENTATIVE(S), ARE WORKING IN THIS TRANSACTION AS (choose one):
475 _____ SELLER'S AGENT(S) _____ BUYER'S AGENTS(S)
476 ☒ DISCLOSED DUAL AGENT(S) _____ TRANSACTION BROKER(S)
477

478 INFORMATION SUPPLIED BY _____ (name of firm) AND
479 _____ (name(s) of licensee(s))
480

481 INDICATED THAT IT IS OPERATING IN THIS TRANSACTION AS A (choose one):
482 _____ SELLER'S AGENT(S) _____ BUYER'S AGENT
483 ☒ DISCLOSED DUAL AGENT(S) _____ TRANSACTION BROKER

484 39. NO ASSIGNMENT OR RECORDING.

485 This Contract shall not be assigned. This means that neither the Buyer nor the Seller may transfer the rights under this
486 Contract to anyone else. Neither this Contract nor a memorandum of it shall be recorded in the County Recording
487 Office.
488

489 40. ENTIRE CONTRACT, NO ORAL REPRESENTATIONS.

490 This contract is the entire and only Contract between Buyer and Seller and cancels and replaces any previous
491 agreements between them. This Contract may be changed only in writing signed by both Buyer and Seller. ANY
492 REPRESENTATIONS OR AGREEMENTS NOT CONTAINED IN THIS CONTRACT ARE OF NO EFFECT.
493

494 41. BINDING ON SUCCESSORS.

495 This Contract is binding not only on the Seller and Buyer, but also on their heirs, personal representatives, and
496 successors.
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498 42. ADDITIONAL CONTRACT PROVISIONS.

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538 43. ACKNOWLEDGMENT OF TERMS OF CONTRACT.

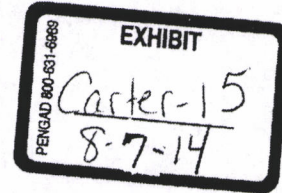
539 The Seller and Buyer agree to the terms of this Contract by signing below. If a corporation is a party, this Contract is
540 signed by its proper corporate officers pursuant to a corporate resolution, and its corporate seal is affixed.
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Witness	<u>James M. Cart</u>	Date	<u>8/25/08</u>	SELLER	<u>[Signature]</u>	Date	<u>8/25/08</u>
Witness	<u>James M. Cart</u>	Date	<u>8/25/08</u>	SELLER	<u>Justin A. Reed</u>	Date	<u>8/25/08</u>
Witness		Date		BUYER	<u>Mark [Signature]</u>	Date	<u>8/27/08</u>
Witness		Date		BUYER		Date	

THIS CONTRACT PREPARED BY: _____
(Individual Licensee)

Exhibit Y



ADDENDUM TO CONTRACT OF SALE

Between: Frank J. Reed III & Christina Reed (Sellers)

And: Brett Cooper d/b/a Mark Weaver (Buyers)

817 Matlack Drive
Moorestown, NJ 08057

The Contract of Sale between the parties for the above-captioned property is hereby amended as follows:

1. The time and place of settlement is hereby amended as follows:

Settlement shall take place at Infinity Title Agency, Inc. located at 33 East Main Street, Moorestown, NJ 08057 on Friday, November 21, 2008 at 12:00 noon.


2. The date and place of closing, as extended above, is of the essence and material to the contract.

3. The good faith deposit must be wired to Infinity Title Agency, Inc. pursuant to the attached wiring instructions, by October 24, 2008 by 12:00 noon.

All other terms and provisions of said contract remain in full force & effect.

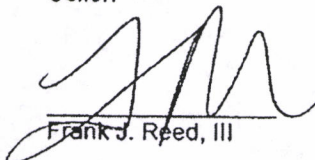
This is an attorney-prepared addendum and is binding upon signature. There is no three-day attorney review of this Addendum as would be afforded if prepared by a broker or agent.

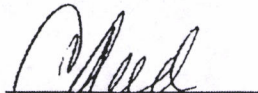
Buyers:


Brett Cooper

Date: 10/22/08

Seller:


Frank J. Reed, III


Christina Reed

Date: 10/22/08

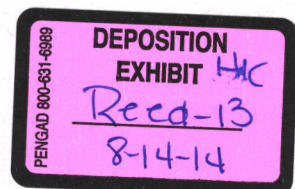
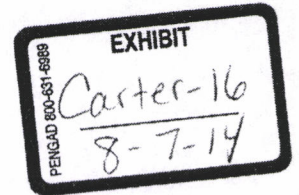
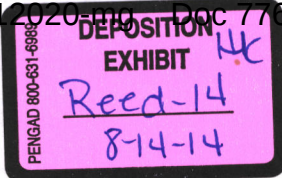


Exhibit Z



LEASE AGREEMENT WITH OPTION TO PURCHASE

This Lease Agreement ("Lease") is entered by and between Frank Reed ("Landlord") and Brett Cooper ("Tenant") on 11/21/08 (Date). Landlord and Tenant may collectively be referred to as the "Parties". This Lease creates joint and several liability in the case of multiple Tenants. The Parties agree as follows:

PREMISES: Landlord hereby leases the Premises located at: 817 Matlack Moorestown, NJ 08057 (complete address of Premises) to Tenant.

LEASE TERM: The lease will start on 11/24/08 (begin date) and will end on 1/1/09 (end date) (Lease Term).

LEASE PAYMENTS: Tenant agrees to pay to Landlord as rent for the Premises the amount of \$ 25,000.00 ("Rent") each month in advance on the first day of each month at: TBA (address for rent payment) or at any other address designated by Landlord. If the term of this lease does not start on the first day of the month or end on the last day of a month, the rent will be prorated accordingly.

LATE CHARGES: If any amount under this lease is more than 5 days late, Tenant agrees to pay a late fee of \$ 50.

INSUFFICIENT FUNDS: Tenant agrees to pay the charge of \$ 50 for each check given by Tenant to Landlord that is returned to Landlord for lack of sufficient funds.

SECURITY DEPOSIT: At the signing of this Lease, Tenant shall deposit with Landlord, in trust, a security deposit of \$ 0 as security for the performance by Tenant of the terms under this Lease and for any damages caused by Tenant, Tenant's family, agents and visitors to the Premises during the term of this Lease. Landlord may use part or all of the of the security deposit to repair any damage to the Premises caused by Tenant, Tenant's family, agents and visitors to the Premises. However, Landlord is not just limited to the security deposit amount and Tenant remains liable for any balance. Tenant shall not apply or deduct any portion of any security deposit from the last or any month's rent. Tenant shall not use or apply any such security deposit at any time in lieu of payment of rent. If Tenant breaches any terms or conditions of this Lease, Tenant shall forfeit any deposit, as permitted by law.

OPTION TO PURCHASE: Landlord grants Tenant the exclusive right to an option to purchase ("Option") the Premises herein for a gross sales price of \$ 1,800,000.00 beginning with the term of this lease and expiring on 2/1/09, or, if the lease is earlier terminated, at that time. Tenant shall notify Landlord in writing, prior to the termination date of the option, of Tenant's intent to exercise the option to purchase. When exercising the option, Tenant shall also deposit with Landlord the sum of \$ 400,000.00 as a deposit towards the purchase price of the premises. Upon exercise of this option by Tenant, a closing shall take place within 10 days. Before the closing date, Tenant shall make all reasonable efforts to obtain financing to purchase the Premises. In the event Tenant's reasonable efforts were unable to procure financing, the deposit shall be returned. All expenses relating to the sale and to the closing shall be borne (select one) ☐ by Landlord; ☐

	Initials
Landlord	<u>[Signature]</u>
Tenant	<u>[Signature]</u>

Residential Lease

Page - 2

by Tenant; ☐ equally by both Parties. The Landlord shall convey the Premises to the Tenant by warranty deed with a merchantable title. Until the written exercise of the option, the relationship between the parties shall be solely that of landlord and tenant. Additional terms relating to option to purchase (or write none): _____ As per the Normal split of costs as governed by local regulations. _____

DEFAULTS: If Tenant fails to perform or fulfill any obligation under this Lease, Tenant shall be in default of this Lease. Subject to any statute, ordinance or law to the contrary, Tenant shall have seven (7) days from the date of notice of default by Landlord to cure the default. In the event Tenant does not cure a default, Landlord may at Landlord's option (a) cure such default and the cost of such action may be added to Tenant's financial obligations under this lease; or (b) declare Tenant in default of the Lease. In the event of default, Landlord may also, as permitted by law, re-enter the Premises and re-take possession of the Premises. Landlord may, at its option, hold Tenant liable for any difference between the rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force and any rent paid by any successive Tenant if the Premises are re-let. In the event Landlord is unable to re-let the Premises during any remaining term of this Lease, after default by Tenant, Landlord may at its option hold Tenant liable for the balance of the unpaid rent under this Lease if this Lease had continued in force. The failure of Tenants or their guests or invitees to comply with any term of this Agreement is grounds for termination of the tenancy, with appropriate notice to Tenants and procedures as required by law.

QUIET ENJOYMENT: Tenant shall be entitled to quiet enjoyment of the premises, and Landlord will not interfere with that right, as long as Tenant pays the rent in a timely manner and performs all other obligations under this Lease.

POSSESSION AND SURRENDER OF PREMISES: Tenant shall be entitled to possession of the Premises on the first day of the Lease Term. At the expiration of the Lease, Tenant shall peaceably surrender the Premises to Landlord or Landlord's agent in good condition as it was at the commencement of the Lease, reasonable wear and tear excepted.

USE OF PREMISES: Tenant shall only use the Premises as a residence. The Premises shall not be used to carry on any type of business or trade, without prior written consent of the Landlord. Tenant will comply with all laws, rules, ordinances, statutes and orders regarding the use of the Premises

OCCUPANTS: Tenant agrees that no more than 5 persons may reside on the Premises, without prior written consent of the Landlord.

CONDITION OF PREMISES: Tenant or Tenant's agent has inspected the Premises, the fixtures, the grounds, building and improvements and acknowledges that the Premises are in good and acceptable condition and are habitable. If at any time during the term of this Lease, in Tenant's opinion, the conditions change, Tenant shall promptly provide reasonable notice to Landlord.

ASSIGNMENT AND SUBLEASE: Tenant shall not assign or sublease any interest in this lease without prior written consent of the Landlord, which consent shall not be unreasonably withheld.

Landlord	<i>Initials</i>
Tenant	<i>[Signature]</i>

Residential Lease

Page - 3

Any assignment or sublease without Landlord's written prior consent shall, at Landlord's option, terminate this Lease.

DANGEROUS MATERIALS: Tenant shall not keep or have on or around the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the risk of fire or explosion on or around the Premises or that might be considered hazardous by any responsible insurance company.

UTILITIES AND SERVICES: Tenant will be responsible for all utilities and services required on the Premises, except Landlord will provide:

None

_____ (list services
paid by Landlord or "none")



PETS: Tenant shall not keep any Pets on the Premises without the prior written consent of the Landlord.

ALTERATIONS AND IMPROVEMENTS: Tenant agrees not to make any improvements or alterations to the Premises without prior written consent of the Landlord. If any alterations, improvements or changes are made to or built on or around the Premises, with the exception of fixtures and personal property that can be removed without damage to the Premises, they shall become the property of Landlord and shall remain at the expiration of the Lease, unless otherwise agreed in writing.

DAMAGE TO PREMISES: If the Premises or part of the Premises are damaged or destroyed by fire or other casualty not due to Tenant's negligence, the rent will be abated during the time that the Premises are uninhabitable. If Landlord decides not to repair or rebuild the Premises, then this Lease shall terminate and the rent shall be prorated up to the time of the damage. Any unearned rent paid in advance shall be refunded to Tenant.

MAINTENANCE AND REPAIR: Tenant will, at Tenant's sole expense, keep and maintain the Premises in good, clean and sanitary condition and repair during the term of this Lease and any renewal thereof. Tenant shall be responsible to make all repairs to the Premises, fixtures, appliances and equipment therein that may have been damaged by Tenant's misuse, waste, or neglect, or that of the Tenant's family, agent, or visitor. Tenant agrees that no painting will be done on or about the Premises without the prior written consent of Landlord. Tenant shall promptly notify Landlord of any damage, defect or destruction of the Premises, or in the event of the failure of any of the appliances or equipment. Landlord will use its best efforts to repair or replace any such damaged or defective area, appliance or equipment.

RIGHT OF INSPECTION: Tenant agrees to make the premises available to Landlord or Landlord's agents for the purposes of inspection, making repairs or improvements, or to supply agreed services or show the premises to prospective buyers or tenants, or in case of emergency. Except in case of emergency, Landlord shall give Tenant reasonable notice of intent to enter. For these purposes, twenty-four (24) hour notice shall be deemed reasonable. Tenant shall not, without Landlord's prior written consent, add, alter or re-key any locks to the premises. At all times Landlord shall be provided with a key or keys capable of unlocking all such locks and

	Initials
Landlord	
Tenant	

Residential Lease

Page - 4

gaining entry. Tenant further agree to notify Landlord in writing if Tenant installs any burglar alarm system, including instructions on how to disarm it in case of emergency entry.

HOLDOVER: In the event Tenant remains in possession of the Premises for any period after the expiration of the Lease Term ("Holdover Period"), a new month-to-month tenancy shall be created subject to the same terms and conditions of this Lease at a monthly rental rate of \$ 25,000.00 per month, unless otherwise agreed by the parties in writing. Such month-to-month tenancy shall be terminable on thirty (30) days notice by either party or on longer notice if required by law.

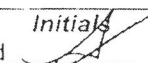

ABANDONMENT: If Tenant abandons the Premises or any personal property during the term of this Lease, Landlord may at it's option enter the Premises by any legal means without liability to Tenant and may at Landlord's option terminate the Lease. Abandonment is defined as absence of the Tenants from the premises, for at least 21 consecutive days without notice to Landlord. If Tenant abandons the premises while the rent is outstanding for more than 15 days and there is no reasonable evidence, other than the presence of the Tenants' personal property, that the Tenant is occupying the unit, Landlord may at Landlord's option terminate this agreement and regain possession in the manner prescribed by law. Landlord will dispose of all abandoned personal property on the Premises in any manner allowed by law.

EXTENDED ABSENCES: In the event Tenant will be away from the premises for more than 14 consecutive days, Tenant agrees to notify Landlord in writing of such absence. During such absence, Landlord may enter the premises at times reasonably necessary to maintain the property and inspect for damages and needed repairs.

SECURITY: Tenant understands that Landlord does not provide any security alarm system or other security for Tenant or the Premises. In the event any alarm system is provided, Tenant understands that such alarm system is not warranted to be complete in all respects or to be sufficient to protect Tenant or the Premises. Tenant releases Landlord from any loss, damage, claim or injury resulting from the failure of any alarm system, security or from the lack of any alarm system or security.

SEVERABILITY: If any part or parts of this Lease shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Lease is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

INSURANCE: Landlord and Tenant shall each be responsible to maintain appropriate insurance for their respective interests in the Premises and property located on the Premises. Tenant understands that Landlord will not provide any insurance coverage for Tenant's property. Landlord will not be responsible for any loss of Tenant's property, whether by theft, fire, riots, strikes, acts of God, or otherwise. Landlord encourages Tenant to obtain renter's insurance or other similar coverage to protect against risk of loss.

	Initials
Landlord	
Tenant	

Residential Lease

Page - 5

BINDING EFFECT: The covenants and conditions contained in the Lease shall apply to and bind the parties and the heirs, legal representatives, successors and permitted assigns of the parties.

GOVERNING LAW: This Lease shall be governed by and construed in accordance with the laws of the State of NEW JERSEY

ENTIRE AGREEMENT: This Lease constitutes the entire agreement between the parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified in writing and must be signed by both Landlord and Tenant.

NOTICE: Any notice required or otherwise given pursuant to this Lease shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, if to Tenant, at the Premise and if to Landlord, at the address for payment of rent. Either party may change such addresses from time to time by providing notice as set forth above.

CUMULATIVE RIGHTS: Landlord's and Tenant's rights under this Lease are cumulative, and shall not be construed as exclusive of each other unless otherwise required by law.

WAIVER: The failure of either party to enforce any provisions of this Lease shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease. The acceptance of rent by Landlord does not waive Landlord's right to enforce any provisions of this Lease.


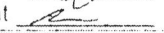
DISPLAY OF SIGNS: Landlord or Landlord's agent may display "For Sale" or "For Rent" or "Vacancy" or similar signs on or about the Premises and enter to show the Premises to prospective tenants during the last sixty (60) days of this Lease. Tenant agrees that no signs shall be placed on the Premises without the prior written consent of Landlord.

PARKING: Tenant shall be entitled to use 2 parking space(s) for the parking of motor vehicle(s).

KEYS: Tenant will be given 2 key(s) to the Premises and na mailbox key(s). , Tenant shall be charged \$ na if all keys are not returned to Landlord following termination of the Lease.

LIQUID-FILLED FURNITURE: Tenant shall not use or have any liquid-filled furniture, including but not limited to waterbeds, on the premises without Landlord's prior written consent.

INDEMNIFICATION: To the extent permitted by law, Tenant will indemnify and hold Landlord and Landlord's property, including the Premises, free and harmless from any liability for losses, claims, injury to or death of any person, including Tenant, or for damage to property arising from Tenant using and occupying the Premises or from the acts or omissions of any person or persons, including Tenant, in or about the premises with Tenant's express or implied consent except Landlord's act or negligence

	Initials
Landlord	
Tenant	

Residential Lease

Page - 6

LEGAL FEES: In the event of any legal action by the parties arising out of this Lease, the losing party shall pay the prevailing party reasonable attorneys' fees and costs in addition to all other relief.

ADDITIONAL TERMS & CONDITIONS (Specify "none" if there are no additional provisions)

IN WITNESS WHEREOF, the parties have caused this Lease to be executed the day and year first above written.

[Signature]

LANDLORD:

(Name)

TENANT:

(Name)

TENANT:

(Name)

Landlord	<u>Initials</u>
Tenant	<u></u>

LEASE AGREEMENT WITH OPTION TO PURCHASE EXTENSION

This Extension ("Lease") is entered by and between Frank Reed
("Landlord") and Brett Cooper ("Tenant") on 1/30/08
(Date). Landlord and Tenant may collectively be referred to as the "Parties". This Lease creates
joint and several liability in the case of multiple Tenants. The Parties agree as follows:

PREMISES: Landlord hereby leases the Premises located at: 817 Matlack Moorestown, NJ
08057 (complete address of Premises) to Tenant.

EXTENSION: This is to extend the option on the above Premises for another 6 months. This
would take the option from 2/1/09 until 8/1/09. All terms and conditions of the original Lease
option signed back on 11/21/08.

Brett Cooper


Frank Reed


Exhibit AA

LEASE AGREEMENT WITH OPTION TO PURCHASE EXTENSION

This Extension ("Lease") is entered by and between Frank Reed ("Landlord") and Brett Cooper ("Tenant") on 1/30/08 (Date). Landlord and Tenant may collectively be referred to as the "Parties". This Lease creates joint and several liability in the case of multiple Tenants. The Parties agree as follows:

PREMISES: Landlord hereby leases the Premises located at: 817 Matlack Moorestown, NJ 08057 (complete address of Premises) to Tenant.

EXTENSION: This is to extend the option on the above Premises for another 6 months. This would take the option from 2/1/09 until 8/1/09. All terms and conditions of the original Lease option signed back on 11/21/08.


Digitally signed by Brett Cooper
DN: cn=Brett Cooper, o=Cooper, email=brett.cooper@cooper.com, c=US
Date: 2008.02.01 13:14:05Z

Brett Cooper


Frank Reed

PENGAD 800-631-6889

DEPOSITION
EXHIBIT

Reed-15
8-14-14

EXHIBIT

Carter-17
8-7-14

Exhibit BB

FRANK REED
(Plaintiff(s) - Landlord(s))

- vs -

BRETT COOPER
(Defendant(s) - Tenant(s))

817 MATLACK
MOORESTOWN NJ 08057

Superior Court, New Jersey
Law Division, Civil Part
Landlord/Tenant Section, BURLINGTON County

BURLINGTON COUNTY COURTHOUSE
MT HOLLY, NJ 08060
Telephone: (609) 518-2867

>>>> WARRANT OF REMOVAL <<<<

To: JOHN J. MCKERNAN
(Special Civil Part Officer)

You are hereby commanded to dispossess the tenant and place the landlord in full possession of the premises listed above. Local police departments are authorized and requested to provide assistance, if needed, to the officer executing this warrant.

To: BRETT COOPER
(Tenant(s))

You are to remove all persons and property from the above premises within three days after receiving this warrant. Do not count Saturday, Sunday and holidays in calculating the three days. If you fail to move within three days, a court officer will thereafter remove all persons from the premises at any time between the hours of 8:30 A.M. and 4:30 P.M. on or after SEP 03 2008 (month) (day), (year). Thereafter, your possessions may be removed by the landlord, subject to applicable law (N.J.S.A. 2A:18-72 et seq.). The 3 day provision applicable to residential tenants does not apply to commercial property. Commercial tenants may be evicted at the time the warrant is served.

It is a crime for a tenant to damage or destroy a rental premises to retaliate against a landlord for starting an eviction proceeding in court and in addition to imposing criminal penalties the court may require the tenant to pay for any damage.

You may be able to stop this warrant and remain in the premises temporarily if you apply to the court for relief. You may apply for relief by delivering a written request to the Clerk of the Special Civil Part and to the landlord or landlord's attorney. Your request must be personally delivered and received by the Clerk within three days after this warrant was served or you may be locked out. Before stopping this warrant, the court may include certain conditions, such as the payment of rent.

You may also be eligible for housing assistance or other social services. To determine your eligibility, you must contact the welfare agency in your county at BURLINGTON COUNTY BOARD OF SOCIAL SERVICES, 795 WOODLANE ROAD, MT HOLLY, N.J. 08060, telephone number (609) 261-1000.

Only a court officer can execute this warrant. It is illegal and a disorderly person's offense for a landlord to padlock or otherwise block entry to a rental premises while a tenant who lives there is still in legal possession. A landlord can only do these things in a distraint action involving non-residential premises. If your property has been taken or you have been locked out or denied use of the rental premises by anyone other than a court officer who is executing a warrant of removal you can contact the Special Civil Part Clerk's Office for help in (a) requesting an emergency order to return your property and/or put you back into your home; and/or (b) filing a lawsuit requesting a judgment for money.

If you do not have an attorney, you may call the LAWYER REFERRAL SERVICES at (609) 261-4862. Si Ud. puede pagar los servicios de un abogado, pero no conoce a ninguno, puede llamar a las oficinas del Servicio de Recomendacion de Abogados del Colegio de Abogados de su Condado. Telefono: (609) 261-4862. If you cannot afford an attorney, you may call BURLINGTON LEGAL SERVICES at (609) 261-1088. Si ud, no puede pagar un abogado, puede llamar a Servicios Legales: (609) 261-1088.

To: FRANK REED

(Landlord)

Attorney : Pg 3 of 3

ROBERT P. WEISHOFF

Address : 3863 SYLON BLVD

PO BOX 355

HAINSEPORT NJ 08036

Telephone: (609) 267-1301

A person commits a disorderly person's offense if he or she does any of the following things after being warned by a law enforcement officer or other public official that they are illegal:

- (1) illegally evicts a residential tenant without a warrant of removal issued by a court or the consent of the tenant; or
- (2) refuses to immediately let the tenant who was evicted this way back into the premises to live there.

"Illegal eviction" means to enter onto or into the rental premises and hold it by:

- (1) any kind of violence including threatening to kill or injure the tenant;
- (2) words, circumstances or actions which are clearly intended to incite fear, apprehension or a sense of danger in the tenant;
- (3) putting the personal property or furniture of the tenant outside;
- (4) entering peacefully and then, by force or threats, putting the tenant out;
- (5) padlocking or changing the locks;
- (6) shutting off vital services such as heat, electricity and water or causing them to be shut off; or
- (7) any means other than a court officer executing a warrant of removal issued by a court.

A person who is convicted of an offense under this section more than once within a five-year period is guilty of a crime of the fourth degree.

To: Law Enforcement Officers

Tenants evicted without a warrant of removal are entitled to reenter and reoccupy the premises and shall not be considered trespassers or chargeable with any offense provided that a law enforcement officer is present at the time of reentry. It is the duty of the officer to prevent the landlord or anyone else from obstructing or hindering the reentry and re-occupancy of the dwelling by a tenant who was evicted without a warrant of removal executed by a court officer.

Date: AUG 31 2009DEPUTY CLERK SUPERIOR COURT
BURLINGTON COUNTYWitness: John E. Hanning

(Judge)

JUDE DEL PREORE, CLERK OF THE SPECIAL CIVIL PART

=====

CERTIFICATION OF SERVICE AND EXECUTION OF WARRANT OF REMOVAL

I hereby certify that I (check as applicable) served executed
this warrant of removal as follows:

Date First Served: AUG 31 2009

If Unserved, Why: _____

Date and Time Executed: _____

Date Executed Warrant Served on Tenant: _____

Mileage Charge for Execution: \$ _____

Additional Services Performed: _____

Method of Service: _____

Must Vacate By: SEP 03 2009

Date Executed Warrant Posted: _____

Date Executed Warrant Served on Landlord: _____

Additional Services Charge: \$ _____

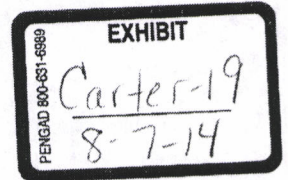
John E. Hanning
Signature of Special Civil Part Officer

Printed or Typed Name of Officer

Exhibit DD



PROPOSAL TO PURCHASE



THIS IS A PRELIMINARY DOCUMENT. COMPLETE TERMS AND CONDITIONS OF THE TRANSACTION SHALL BE CONTINUED IN A MUTUALLY AGREEABLE CONTRACT FOR SALE BETWEEN THE PARTIES.

Frank & Gina Rocisano referred to as Buyer, authorizes
Naoki Hoshino - B.T. Edgar & Son to present the following proposal to purchase property situated at:
817 Matlack Drive, Monroeville, NJ 08057

for the sum of \$ 1,450,000

DEPOSIT MADE WITH THIS PROPOSAL \$ 20,000 ☐ Check
which shall be applied on account of purchase price ☐ Money Order
BUYER AGREES TO MAKE AN ADDITIONAL PAYMENT OF \$ ☐ Cash
at time of signing of Contract for Sale.

BUYER AGREES TO PAY \$
Balance Due in cash, certified check, and/or mortgagor's check at time of final settlement.

THE CONTRACT FOR SALE will be subject to Buyer obtaining a ☐ FHA ☐ VA ☒ Conventional ☐ Other Mortgage
in the amount of \$ BOLT

OR
☐ Assumption of existing mortgage at a rate of _____ % maturing in approximately _____
years with an approximate balance of \$

THE PROJECTED SETTLEMENT DATE is to be on or before July 31, 2010 before 4:00 P.M. at the office of
Infinity Title, or at the office of any reputable Title Company.

THIS PROPOSAL is made on the following Terms and Conditions:

- (1) **PERSONAL PROPERTY & FIXTURES.** The Property being transferred includes all fixtures permanently attached to the building(s), all shrubbery, plantings, and fencing. Also included: all light fixtures & appliances
- Specifically excluded: _____
- (2) **POSSESSION & OCCUPANCY.** Possession and Occupancy will be given to the Buyer at (check one) ☒ time of settlement or ☐ other: _____
- (3) **INSPECTIONS.** The following inspections shall be ordered by the Buyer:
☒ Wood-Boring Insects Report ☐ Bacteriological and chemical analysis of the private well drinking water
☐ Examination of the on-site waste disposal system ☒ Other: Home Inspection
- (4) **SUFFICIENT ASSETS.** The Buyer represents that as of the signing of this Proposal, he/she has or will have as of the date of settlement, all necessary cash assets to complete settlement. However, Buyer further represents:
☒ the purchase of this property is NOT contingent upon the sale of any other real estate or personal property
☐ he/she will require the proceeds from the sale of property located at _____
_____ in order to complete settlement.
- (5) **OTHER:** ~~XXXXXXXXXX~~

BY SIGNING BELOW the buyer(s) acknowledge they received the Consumer Information Statement on New Jersey Real Estate Relationships from the brokerage firms involved in this transaction prior to the first showing of the property.

_____, (name of firm) AND
_____, (name of licensee(s)),

AS ITS AUTHORIZED REPRESENTATIVE(S), ARE WORKING IN THIS TRANSACTION AS (choose one):

- ☒ SELLER'S AGENT(S) ☐ BUYER'S AGENT(S)
☒ DISCLOSED DUAL AGENT(S) ☐ TRANSACTION BROKER(S)

INFORMATION SUPPLIED BY _____ (name of listing firm) HAS INDICATED THAT IT IS OPERATING IN THIS TRANSACTION AS A (choose one):

- ☐ SELLER'S AGENT ☐ BUYER'S AGENT
☐ DISCLOSED DUAL AGENT ☐ TRANSACTION BROKER

THIS PROPOSAL shall be presented to the seller's agent and subject to approval by the seller. If this offer is not accepted by the Seller within _____ days, the offer shall be considered cancelled and deposit will be returned to the Buyer upon clearance of Buyer's funds with the Broker's banking institution.

Presenting Agency: _____
Address: _____
Office Tel. #: _____
Office FAX #: _____
Agent's Name: _____
Agent's MLS Public ID: _____

BUYER Signed: [Signature]
SS#: _____
Date: 6-12-10
Signed: _____
SS#: _____
Date: _____

(White/Buyer; Yellow/Seller; Pink/Listing Broker; Pink/Co-op Broker)

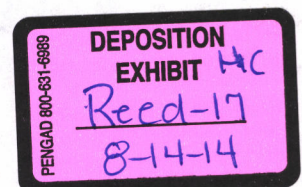


Exhibit EE

Naoji Moriuchi

From: frank.roccisano@ubs.com
Sent: Thursday, July 01, 2010 3:04 PM
To: aberant@tesalaw.com
Cc: nmoriuchi@edgarrealestate.com
Subject: RE: Matlack

Kevin,

Thank you for all your effort with regard to this property. I have had a few changes recently that will require we discontinue any negotiations. I am moving back home to Louisville and resuming my old job at UBS.

I am available to speak to close out our work together.

Thanks for all your help

-----Original Message-----

From: Kevin Aberant [mailto:aberant@tesalaw.com]
Sent: Thursday, July 01, 2010 2:34 PM
To: Roccisano, Frank A.
Cc: Naoji Moriuchi
Subject: Fw: Matlack

FYI

I just spoke to Frank Reed. He was in a car full of kids and could not talk. I asked him to just take my letter and write "OK" or "No" next to each change. He said he would do so, but needed to print out the contract, lock himself in a room for an hour to do that. He did offer two specific comments: he would be OK with refund of deposit if due to job loss or transfer, but he said he would not give a credit towards the purchase price for any rent paid. Please let me know your thoughts.

Kevin E. Aberant, Esq.
Taenzer, Ettenson, Stockton & Aberant, P.C.
123 N. Church Street
PO Box 237
Moorestown, NJ 08057
(856)235-1234
Fax: (856)235-1911
www.tesalaw.com

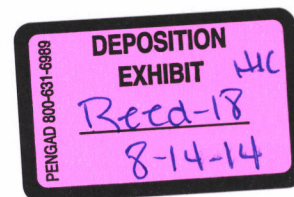
Notice: The preceding email message may be confidential or protected by the attorney-client privilege. It is not intended for transmission to, or receipt by, any unauthorized persons. If you have received this message in error, please (i) do not read it, (ii) reply to the sender that you received the message in error, and (iii) erase or destroy the message. Legal advice contained in the preceding message is solely for the benefit of the Taenzer, Ettenson, Stockton & Aberant, p.c. client(s) represented by the Firm in the particular matter that is the subject of this message, and may not be relied upon by any other party.

----- Original Message -----

From: <frankreedva@aol.com>
To: "aberant aberant" <aberant@tesalaw.com>
Sent: Wednesday, June 30, 2010 6:07 PM
Subject: Re: Matlack

ok. will try to accomplish before the weekend

-----Original Message-----



From: Kevin Aberant <aberant@tesalaw.com>
To: frankreedva <frankreedva@aol.com>
Sent: Wed, Jun 30, 2010 3:41 pm
Subject: Matlack

Frank:

Please let me know your response to my prior letter. I am attaching a copy in case you do not have it in front of you. Please fax or e-mail back.

Thanks.

Kevin E. Aberant, Esq.
Taenzer, Ettenson, Stockton & Aberant, P.C.
123 N. Church Street
PO Box 237
Moorestown, NJ 08057
(856)235-1234
Fax: (856)235-1911
www.tesalaw.com<<http://www.tesalaw.com/>>

Notice: The preceding email message may be confidential or protected by the attorney-client privilege. It is not intended for transmission to, or receipt by, any unauthorized persons. If you have received this message in error, please (i) do not read it, (ii) reply to the sender that you received the message in error, and (iii) erase or destroy the message. Legal advice contained in the preceding message is solely for the benefit of the Taenzer, Ettenson, Stockton & Aberant, p.c. client(s) represented by the Firm in the particular matter that is the subject of this message, and may not be relied upon by any other party.

Please visit our website at
<http://financialservicesinc.ubs.com/wealth/E-maildisclaimer.html>
for important disclosures and information about our e-mail policies. For your protection, please do not transmit orders or instructions by e-mail or include account numbers, Social Security numbers, credit card numbers, passwords, or other personal information.

Exhibit FF

From: Lmcarts <Lmcarts@aol.com>
To: frankreedva <frankreedva@aol.com>
Subject: Fwd: (no subject)
Date: Mon, May 9, 2011 1:58 pm

Attached Message

From: Singh, Nina <Nina.Singh@uphs.upenn.edu>
To: Louise Carter <Lmcarts@aol.com>
Subject:
Date: Sun, 8 May 2011 09:00:03 -0700

Hello Louise,
We would like to place the following offer on your pocket listing, Matlack.

Price \$1,100,000
Down payment \$220,000 (20 percent)
Deposit \$60,000 upon agreement of price.

We can close as early as 30 days, but are amenable to a longer escrow if the seller would like; however we do not want to close later than the end of august.

Additionally, upon agreement of the sales price, we would like a full description of what the legal dealings are with the bank and seller, as this may affect the closing, from the seller's attorney. As we would like for our attorney to review this.

Thank you, Kris and Nina

Sent from my iPhone

The information contained in this e-mail message is intended only for the personal and confidential use of the recipient(s) named above. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately by e-mail, and delete the original message.

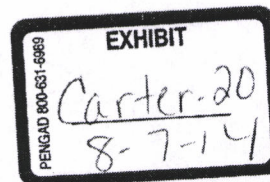
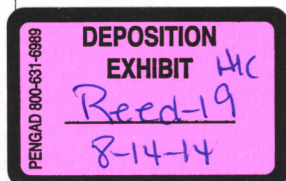


Exhibit KK

1401 PD-PAGE 1 HUD-1
OMB No. 2502-0265 (Exp. 12-31-88)

HUD-1 UNIFORM SETTLEMENT STATEMENT

A. U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT Infinity Title Agency, Inc.		SETTLEMENT STATEMENT	
B. TYPE OF LOAN 1. <input type="checkbox"/> FHA 3. <input checked="" type="checkbox"/> CONV. UNINS. 4. <input type="checkbox"/> VA		6. File Number: 22425	7. Loan Number: 3843
2. <input type="checkbox"/> FmHA 5. <input type="checkbox"/> CONV. INS.		8. Mortgage Insurance Case Number: N/A	
C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals. NOTE: TIN = Taxpayer's Identification Number			
D. NAME AND ADDRESS OF BORROWER: Frank J. Reed III Christina A. Reed 11617 Cobblestone Landing Court Glen Allen, Virginia 23059	E. NAME, ADDRESS AND TIN OF SELLER: Steward R. Maines Company 512 Camden Avenue Moorestown, NJ 08057	F. NAME AND ADDRESS OF LENDER: Metrocities Mortgage, LLC ISAOA 15301 Ventura Blvd., Suite D300 Sherman Oaks, CA 91403	
G. PROPERTY LOCATION: 817 Matlack Drive Moorestown, NJ 08057 Block: 3803 Lot: 2	H. SETTLEMENT AGENT: NAME, ADDRESS AND TIN: Stacie Jones PLACE OF SETTLEMENT: Infinity Title Agency, Inc. 33 East Main Street, Unit 2 Moorestown, NJ 08057		I. SETTLEMENT DATE: 05/31/2006 DISBURSEMENT DATE: 05/31/2006

J. SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BORROWER:		400. GROSS AMOUNT DUE TO SELLER:	
101. Contract sales price:	\$1,571,619.00	401. Contract sales price:	\$1,571,619.00
102. Personal property:		402. Personal property:	
103. Settlement charges to borrower (1400)	\$33,580.27	403.	
104. Reimburse Survey	\$500.00	404. Reimburse Survey	\$500.00
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes: 04/28/2006 to 06/30/2006	\$214.53	406. City/town taxes: 04/28/2006 to 06/30/2006	\$214.53
107. County taxes:		407. County taxes:	
108. Assessments:		408. Assessments:	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER	\$1,605,913.80	420. GROSS AMOUNT DUE TO SELLER	\$1,572,333.53

200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:		500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
201. Deposit or earnest money	\$224,816.42	501. Excess deposit (see instructions)	\$224,816.42
202. Principal amount of new loan(s)	\$1,000,000.00	502. Settlement charges to seller (1400)	\$76,204.37
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204. Proceeds 2nd Mortgage	\$411,947.00	504. Payoff:	
205.		505. Payoff 2nd:	
206.		506. Express Payoff: Infinity Title Agency, Inc.	
207.		507. Mechling Builders	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes:		510. City/town taxes:	
211. County taxes:		511. County taxes:	
212. Assessments:		512. Assessments:	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY/FOR BORROWER	\$1,636,763.42	520. TOTAL REDUCTION IN AMOUNT DUE SELLER	\$301,020.79

300. CASH AT SETTLEMENT FROM/TO BORROWER:		600. CASH AT SETTLEMENT TO/FROM SELLER:	
301. Gross amount due from borrower (line 120)	\$1,605,913.80	601. Gross amount due to seller (line 420)	\$1,572,333.53
302. Less amounts paid by/for borrower (line 220)	\$1,636,763.42	602. Less reduction in amount due seller (line 520)	\$301,020.79
303. CASH <input type="checkbox"/> from <input checked="" type="checkbox"/> to BORROWER	\$30,849.62	603. CASH <input checked="" type="checkbox"/> to <input type="checkbox"/> from SELLER	\$1,271,312.74

SUBSTITUTE FORM 1099 SELLER STATEMENT

The information contained in Blocks E, G, H and I and on line 401 (or, if line 401 is asterisked, lines 403 and 404) is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported. If this real estate is your principal residence, file Form 2119, *Sale or Exchange of Principal Residence*, for any gain, with your income tax return; for other transactions, complete the applicable parts of Form 4797, Form 8252 and/or Schedule D (Form 1040). You are required to provide the Settlement Agent (named above) with your correct taxpayer identification number. If you do not provide the Settlement Agent with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law. Under penalties of perjury, I certify that the number shown on this statement is my correct taxpayer identification number.

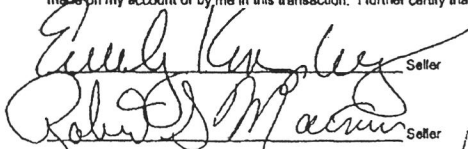
1401 PD-Page 2 SETTLEMENT STATEMENT

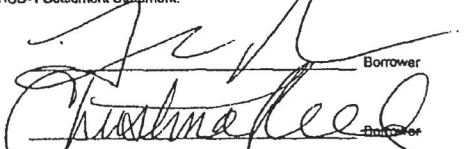
HUD-1

L. SETTLEMENT CHARGES		
700. TOTAL BROKER'S/	PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
Division of Commission (line 700) as follows:		
701. \$59400.00 to: BT Edgar		
702 \$.00 to:		
703. Commission paid at Settlement		\$59,400.00
704.		
800. ITEMS PAYABLE IN CONNECTION WITH LOAN		
801. Loan Origination Fee: .875% Metrocities Mortgage, LLC	\$8,750.00	
802. Loan Discount: %		
803. Appraisal Fee: Elzey and Son	\$650.00	
804. Credit Report:		
805. Tax Service Fee: Metrocities Mortgage, LLC	\$79.00	
806. Underwriting Review Fee: Metrocities Mortgage, LLC	\$495.00	
807. Commitment Fee:		
808. Application Fee:		
809.		
810.		
811.		
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE		
901. *Interest: From 05/31/2006 To 06/01/2006 @ \$177.08 /day	\$177.08	
902. *Mortgage Insurance Premium:		
903. Hazard Insurance Premium: Braddock Agency, Inc.	\$2,500.00	
904.		
905.		
1000. RESERVES DEPOSITED WITH LENDER		
1001. Hazard Insurance:		
1002. Mortgage Insurance:		
1003. City property taxes:		
1004. County property taxes:		
1005. Annual assessments:		
1006. Aggregate Adjustment		
1007.		
1008.		
1100. TITLE CHARGES		
1101. Settlement or closing fee: Infinity Title Agency, Inc.	\$300.00	
1102. Abstract or title search:		
1103. Title examination:		
1104. Title Insurance binder:		
1105. Document preparation:		
1106. Notary fees: Stacie Jones	\$25.00	
1107. Attorney's fees:		
Includes above item numbers:		
1108. Title Insurance: Infinity Title Agency, Inc.	\$4,508.00	
Includes above item numbers:		
1109. Lender's coverage: \$1,000,000.00		
1110. Owner's coverage: \$1,571,619.00		
1111. electronic package: Infinity Title Agency, Inc.	\$25.00	
1112. express package to Lender: Infinity Title Agency, Inc.	\$20.00	
1113.		
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES		
1201. Recording fees: Deed\$80.00 Mortgage\$230.00 Release\$0.00	\$310.00	\$0.00
1202. County transfer tax: Clerk of Burlington County	\$15,716.19	\$16,496.20
1203. Notice of Settlement: Infinity Title Agency, Inc.	\$25.00	
1204. PSEG		
1205.		
1300. ADDITIONAL SETTLEMENT CHARGES		
1301. Survey:		
1302. Pest inspection:		
1303. 2nd 1/4 Land Only Taxes: Moorestown Township		\$308.17
1304.		
1305.		
1306.		
1307. All Added Assessment for Taxes are responsibility of Buyer from COdate		
1400. TOTAL SETTLEMENT CHARGES (enter on lines 103, Section J and 502, Section K)	\$33,580.27	\$76,204.37

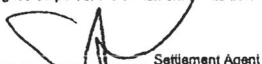
CERTIFICATION

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.


Seller


Borrower

To the best of my knowledge the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.


Settlement Agent


Date

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010. (9603-1)

Visual Title™

1401 PD-PAGE 1 HUD-1
OMB No. 2502-0285 (Exp. 12-31-88)

HUD-1 UNIFORM SETTLEMENT STATEMENT

A. U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT Infinity Title Agency, Inc.			SETTLEMENT STATEMENT	
B. TYPE OF LOAN 1. <input type="checkbox"/> FHA 3. <input checked="" type="checkbox"/> CONV. UNINS. 4. <input type="checkbox"/> VA		2. <input type="checkbox"/> FmHA 5. <input type="checkbox"/> CONV. INS.		6. File Number: 22425a 7. Loan Number: 6571
8. Mortgage Insurance Case Number: N/A				
C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals. NOTE: TIN = Taxpayer's Identification Number				
D. NAME AND ADDRESS OF BORROWER: Frank J. Reed III and Christina A. Reed 817 Mallack Drive Moorestown, NJ 08057		E. NAME, ADDRESS AND TIN OF SELLER: Steward R. Maines Company 512 Camden Avenue Moorestown, NJ 08057		F. NAME AND ADDRESS OF LENDER: Metrocities Mortgage, LLC ISAOA 15301 Ventura Blvd, Suite D300 Sherman Oaks, CA 91403
G. PROPERTY LOCATION: Block 3803, Lot 2 817 Mallack Drive Moorestown, New Jersey 08057		H. SETTLEMENT AGENT: NAME, ADDRESS AND TIN: Stacie Jones Infinity Title Agency, Inc.  PLACE OF SETTLEMENT: Infinity Title Agency, Inc. 33 East Main Street, Unit 2 Moorestown, NJ 08057		
			I. SETTLEMENT DATE: 05/31/2006 DISBURSEMENT DATE: 05/31/2006	

J. SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BORROWER:		400. GROSS AMOUNT DUE TO SELLER:	
101. Contract sales price:		401. Contract sales price:	
102. Personal property:		402. Personal property:	
103. Settlement charges to borrower (1400)	\$2,453.00	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes:	\$0.00	406. City/town taxes:	\$0.00
107. County taxes:		407. County taxes:	
108. Assessments:		408. Assessments:	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER	\$2,453.00	420. GROSS AMOUNT DUE TO SELLER	\$0.00

200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:		500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)	\$414,400.00	502. Settlement charges to seller (1400)	\$0.00
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff:	
205.		505. Payoff 2nd:	
206.		506. Express Payoff: Infinity Title Agency, Inc.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes:		510. City/town taxes:	
211. County taxes:		511. County taxes:	
212. Assessments:		512. Assessments:	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY/FOR BORROWER	\$414,400.00	520. TOTAL REDUCTION IN AMOUNT DUE SELLER	\$0.00

300. CASH AT SETTLEMENT FROM/TO BORROWER:		600. CASH AT SETTLEMENT TO/FROM SELLER:	
301. Gross amount due from borrower (line 120)	\$2,453.00	601. Gross amount due to seller (line 420)	\$0.00
302. Less amounts paid by/for borrower (line 220)	\$414,400.00	602. Less reduction in amount due seller (line 520)	\$0.00
303. CASH <input type="checkbox"/> from <input checked="" type="checkbox"/> to BORROWER	\$411,947.00	603. CASH <input checked="" type="checkbox"/> to <input type="checkbox"/> from SELLER	\$0.00

SUBSTITUTE FORM 1099 SELLER STATEMENT

The information contained in Blocks E, G, H and I and on line 401 (or, if line 401 is asterisked, lines 403 and 404) is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported. If this real estate is your principal residence, file Form 2119, *Sale or Exchange of Principal Residence*, for any gain, with your income tax return; for other transactions, complete the applicable parts of Form 4797, *Form 6252 and/or Schedule D (Form 1040)*. You are required to provide the Settlement Agent (named above) with your correct taxpayer identification number. If you do not provide the Settlement Agent with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law. Under penalties of perjury, I certify that the number shown on this statement is my correct taxpayer identification number.

L. SETTLEMENT CHARGES		
	PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL BROKER'S/		
Division of Commission (line 700) as follows:		
701.		
702.		
703. Commission paid at Settlement		
704.		
800. ITEMS PAYABLE IN CONNECTION WITH LOAN		
801. Loan Origination Fee: .375% Metrocities Mortgage, LLC	\$1,554.00	
802. Loan Discount: %		
803. Appraisal Fee:		
804. Credit Report:		
805. Tax Service Fee:	\$79.00	
806. Underwriting Review Fee: Metrocities Mortgage, LLC	\$495.00	
807. Commitment Fee:		
808. Application Fee:		
809.		
810.		
811.		
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE		
901. Interest: From 05/31/2006 To 06/01/2006 @ \$128.94 /day		
902. Mortgage Insurance Premium:		
903. Hazard Insurance Premium:		
904.		
905.		
1000. RESERVES DEPOSITED WITH LENDER		
1001. Hazard Insurance:		
1002. Mortgage Insurance:		
1003. City property taxes:		
1004. County property taxes:		
1005. Annual assessments:		
1006. Aggregate Adjustment		
1007.		
1008.		
1100. TITLE CHARGES		
1101. Settlement or closing fee: Infinity Title Agency, Inc.		
1102. Abstract or title search:		
1103. Title examination:		
1104. Title Insurance binder:		
1105. Document preparation:		
1106. Notary fees:		
1107. Attorney's fees:		
Includes above item numbers:		
1108. Title Insurance: Infinity Title Agency, Inc.	\$100.00	
Includes above item numbers:		
1109. Lender's coverage: \$414,000.00		
1110. Owner's coverage: \$		
1111. electronic package: Infinity Title Agency, Inc.	\$25.00	
1112. express package: Infinity Title Agency, Inc.	\$20.00	
1113.		
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES		
1201. Recording fees: Deed\$0.00 Mortgage\$180.00 Release\$0.00	\$180.00	
1202. County transfer tax:	\$0.00	\$0.00
1203. Notice of Settlement: Infinity Title Agency, Inc.		
1204.		
1205.		
1300. ADDITIONAL SETTLEMENT CHARGES		
1301. Survey:		
1302. Pest Inspection:		
1303.		
1304.		
1305.		
1306.		
1307.		
1400. TOTAL SETTLEMENT CHARGES (enter on lines 103, Section J and 502, Section K)	\$2,453.00	\$0.00

CERTIFICATION

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Seller

Borrower

Seller

Borrower

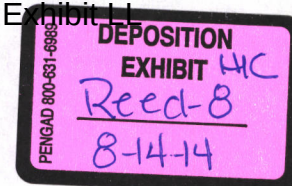
To the best of my knowledge the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

Settlement Agent

Date

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.
Visual Title™ (9803-1)

Exhibit LL



FLEISCHER, FLEISCHER & SUGLIA
BRIAN M. FLEISCHER, ESQUIRE
NICOLA G. SUGLIA, ESQUIRE
ALLISON L. DOMOWITCH, ESQUIRE
 Plaza 1000 at Main Street, Suite 208
 Voorhees, NJ 08043
 (856) 489-8977

Attorneys for Defendants
GMAC Mortgage, LLC and Residential Funding Corp.

Frank J. Reed, III and Christina A. Reed	:	SUPERIOR COURT OF NEW JERSEY
	:	BURLINGTON COUNTY – LAW DIVISION
Plaintiffs,	:	
	:	CIVIL ACTION
v.	:	
	:	DOCKET NO.: L-1526-10
GMAC Mortgage, LLC, Residential Funding:	:	
Corp., and John Does 1-30, Individually,	:	
Jointly, Severally and in the alternative	:	
	:	
Defendants.	:	

AFFIDAVIT



State of New Jersey :
 County of Camden : ss

I, Stuart Shilling, of full age and duly sworn according to law, upon my oath deposes and says:

1. I am the Vice President of Allied Mortgage Group in Voorhees, New Jersey, and I am authorized to execute this Affidavit on behalf of Allied Mortgage Group.

2. Allied Mortgage Group was served with a Subpoena Duces Tecum in connection with the above matter on February 24, 2011. A true and correct copy of the Subpoena Duces Tecum is attached hereto as Exhibit "A" and incorporated herein by reference.

3. The Subpoena Duces Tecum seeks, among other things, information, documents and correspondence related to Plaintiffs Frank and Christina Reed and/or related to the real property located at 817 Matlack Drive, Moorestown, New Jersey (the "Property") and/or related to any offers made on the Property or documentation related to the value of the Property.

4. I subsequently reviewed a letter dated November 20, 2010 signed by Thomas Tartamosa, former loan officer for Allied Mortgage Group, which states that in March 2008,

while he was employed by Allied Mortgage Group, he worked on obtaining financing for Plaintiff Frank Reed.

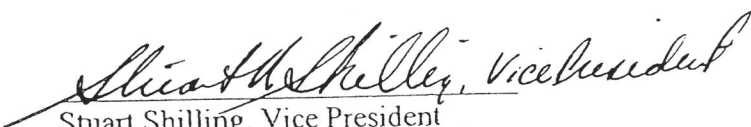
5. I have confirmed that Mr. Tartamosa was employed by Allied Mortgage Group in March 2008.

6. After conducting a search of all business records of Allied Mortgage Group, I have found that Allied Mortgage Group does not have any record, documentation, or correspondence relating to either Frank Reed or Christina Reed.

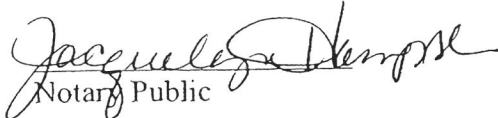
7. I spoke with the corporate Operations Manager for Allied Mortgage Group and she has also confirmed that there is no record of any documentation or correspondence relating to either Frank Reed or Christina Reed in the computer system for Allied Mortgage Group.

8. Consequently, Allied Mortgage Group has no documentation or information supporting Mr. Tartamosa's claim that Plaintiffs sought financing from Allied Mortgage Group at any time, including March 2008.

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


Stuart Shilling, Vice President
Allied Mortgage Group

Sworn and subscribed to
before me this 2 day
of March, 2011


Notary Public

JACQUELYN L. HAMPSHIRE
Notary Public, State of New Jersey
Commission Expires
May 17, 2012

Exhibit MM

From: Mark Folweiler Mark.Folweiler@gmacrescap.com
Subject: RE: 817 Matlack Drive Morrestown, NJ 08057
Date: September 22, 2008 at 11:29 AM
To: frankreednj@aol.com

That is great news and as far as the docs are concerned they never send them back!

Mark Folweiler
Community Relations Specialist
GMAC ResCap
Pennsylvania HOPE/Keychain Alliance
1100 Virginia Drive
Fort Washington, PA 19034
(P) 215-734-5359
(C) 215-514-0913
(F) 866-502-5561

From: frankreednj@aol.com [<mailto:frankreednj@aol.com>]
Sent: Monday, September 22, 2008 10:09 AM
To: Folweiler, Mark
Subject: Re: 817 Matlack Drive Morrestown, NJ 08057

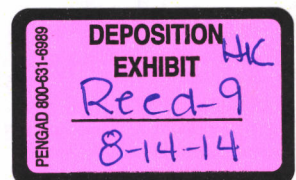
Mark:

I am contacting you with good news. We are under a cash contract with a settlement of next Monday, September 29, 2008. I didn't want to contact you until the house passed the buyer's inspection making the contract irrevocable, but now that it has, i wanted you to know right away.

I thank you for your help.

Even though it is moot at this point now, I also want to tell you that your HQ never sent back the executed written agreement as the their package said it would. I faxed the signiture page as requested in their package and started on the payment plan, but never recieved any confirmation. As a matter of fact the GMAC lawyers were still pushing the foreclosure.

Oh well, I just wanted to let you know.



Thanks again.

Frank Reed
and Family

-----Original Message-----

From: Folweiler, Mark <Mark.Folweiler@gmacrescap.com>

To: frankreednj@aol.com; Neuman, Gary <Gary.Neuman@gmacrescap.com>

Sent: Thu, 31 Jul 2008 10:17 am

Subject: RE: 817 Matlack Drive Morrestown, NJ 08057

Frank,

I had been waiting on the docs that you just sent to me so that we could get the stop gap plan in place. The action is only placed on hold once the agreement is in place and funds are received.

Thanks,

Mark Folweiler
Community Relations Specialist
GMAC ResCap
Pennsylvania Keychain Alliance
1100 Virginia Drive
Fort Washington, PA 19034
(P) 215-734-5359
(C) 215-514-0913
(F) 952-893-7152

From: frankreednj@aol.com [<mailto:frankreednj@aol.com>]

Sent: Thursday, July 31, 2008 10:15 AM

To: Folweiler, Mark; Neuman, Gary

Subject: 817 Matlack Drive Morrestown, NJ 08057

Thanks Mark.

I just got a real scare because I just hung up from calling the law firm representing GMAC in the foreclosure action involving our house and they said that they were not notified of our agreement to temporarily stay the foreclosure action for three to six months.

Please call them as we have a hearing scheduled for tomorrow at 9 am that neither of us have to go to according to the court because of our temporary agreement.

The GMAC law firm's name and number are: Zucker, Goldberg a& Ackerman, LLC (908) 379 2233.

Thank you again.

Frank Reed
856 979 3035

The Famous, the Infamous, the Lame - in your browser. [Get the TMZ Toolbar Now!](#)

Find phone numbers fast with the [New AOL Yellow Pages!](#)

Exhibit OO

MORRISON & FOERSTER LLP

250 West 55th Street
New York, NY 10019
Tel. (212) 468-8000
Fax: (212) 468-7900
Norman S. Rosenbaum
Jordan A. Wishnew
Meryl L. Rothchild

*Counsel for the ResCap Borrower
Claims Trust*

REED SMITH LLP

Formed in the State of Delaware
Princeton Forrestal Village
136 Main Street, Suite 250
Princeton, NJ 08540
Tel. (609) 987-0050
Fax: (609) 951-0824
Diane A. Bettino
Kellie Lavery

*Co-Counsel for the ResCap Borrower
Claims Trust*

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

_____	:	
In re:	:	
	:	Case No. 12-12020 (MG)
RESIDENTIAL CAPITAL, LLC, et al.,	:	
	:	Chapter 11
	:	
Debtors.	:	Jointly Administered
	:	
	:	
_____	:	

**THE RESCAP BORROWER CLAIMS TRUST'S FIRST REQUEST
FOR PRODUCTION OF DOCUMENTS DIRECTED TO CLAIMANTS**

The ResCap Borrower Claims Trust (the "Borrower Trust"), established pursuant to the terms of the *Second Amended Joint Chapter 11 Plan Proposed by Residential Capital, LLC, et al. and the Official Committee of Unsecured Creditors* [Docket No. 6030] (the "Plan") confirmed in the above captioned bankruptcy cases (the "Chapter 11 Cases"), by their undersigned counsel, and pursuant to Rule 34 of the Federal Rules of Civil Procedure and Rules 3007, 9014, and 7034 of the Federal Rules of Bankruptcy Procedure, hereby submits to the claimants' Christina and Frank Reed ("Claimants" or the "Reeds") the following First Request For Production Of Documents.

Pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure, made applicable here by Rules 7026 and 7034 of the Federal Rules of Bankruptcy Procedure, the Borrower Trust hereby requests that the Claimants produce for inspection and copying all Documents responsive to these Document Requests no later than Monday, July 28, 2014, and provide such answers to the Borrower Trust's counsel: Morrison & Foerster LLP, 250 W. 55th Street, New York, New York, 10019; Reed Smith LLP, Princeton Forrestal Village, 136 Main Street, Suite 250, Princeton, New Jersey, 08540. Each of the following Document Requests is to be read and responded to in accordance with the Definitions and Instructions below.

DEFINITIONS

Unless otherwise specified, the following definitions apply:

1. Pursuant to Rule 26.3(a) of the Local Civil Rules of the United States District Court for the Southern District of New York (the "Local Civil Rules"), the full text of the definitions and rules of construction set forth in Local Civil Rule 26.3(c) and (d) are incorporated herein by reference. The Definitions described herein also apply.
2. "Bankruptcy Case" shall mean that certain Chapter 11 proceeding in which Residential Capital, LLC ("ResCap") and certain of its affiliates are the debtors (the "Debtors") and which is pending in the United States Bankruptcy Court for the Southern District of New York, Case Number 12-12020 (MG).
3. "Claimants" shall refer to Christina and Frank Reed.
4. "Contested Matter" shall mean the objection interposed by the Borrower Trust to the Proofs of Claim.
5. "Proofs of Claim" shall refer to the claims filed by Christina and Frank Reed in the Bankruptcy Case, designated as Claim Nos. 3759 and 4736 asserted against GMAC Mortgage, LLC ("GMACM") and Claim Nos. 3708 and 4759 asserted against Residential Funding Company, LLC ("RFC").
6. "Mortgage Loan" shall refer to the loan dated May 31, 2006, entered into between Claimants and Metrocities Mortgage, LLC.
7. "Foreclosure Case" shall refer to the complaint filed in the Chancery Division, Superior Court of New Jersey, Burlington County, captioned GMAC Mortgage, LLC v. Frank J. Reed and Christina Reed, et al., Docket Number F-19177-08.
8. "Law Division Case" shall refer to the complaint filed in the Law Division, Superior Court of New Jersey, Burlington County, captioned Frank J. Reed III and Christina A. Reed v. GMAC Mortgage, et al., Docket Number L-1526-10.

9. "Property" or "Properties" shall mean one or a combination of the properties located at (i) 817 Matlack Drive, Moorestown, New Jersey, 08057 (ii) 9717 Old Dell Trace, Richmond, Virginia, 23238, (iii) 133 Brooks Chase Lane, Richmond, Virginia, 23229; (iv) 318 Columbia Avenue, Stratford, New Jersey, 08081; (v) 52 Stone Hollow Drive, Sickleville, New Jersey, 08081; and (vi) 318 Darien Drive, Cherry Hill, New Jersey, 08003.

10. The term "communication" means, without limitation, any oral, written or electronic transmission of information, demands or questions, including, but not limited to conversation, meetings, discussions, telephone calls, telegrams, telecopies, telexes, seminars, conferences, writings, letters, messages, notes or memoranda.

11. The term "document" means each and every form in which information is kept, however, produced, reproduced or stored, in your actual or constructive possession, custody or control, or of which you have knowledge of its existence, and whether prepared, published or released by you or by any other person or entity, including but not limited to, letters, reports, agreements, duty rosters, correspondence, intra-office or inter-office correspondence, telegrams, minutes or records of meetings, reports or summaries of investigations, expressions or statements of policy, opinions or reports of consultants, lists, drafts, revisions, invoices, receipts, original and preliminary notes, preliminary sketches, records, ledgers, contracts, bills of lading, bills, inventories, financial data, maps, memoranda, accounting and financial records, diaries, journals, calendars, statements, work papers, videotapes, photographs, pamphlets, brochures, advertisements, trade letters, press releases, drawings, recaps, maps, tables, articles, summaries of conversations, computer cards, tapes, disks, and other means of electronically or magnetically maintained information, and printouts.

12. "Documents" shall also include all electronic data, including emails and any related attachments, electronic files or other data compilations that relate to the categories of "documents" listed above, whether stored on a personal computer, network computer system, backup computer tape, servicer, and/or disk, or by some other storage mechanism or database.

13. The term "document" also includes, without limitation, all originals and non-identical copies. "Document" includes a copy of the original when the original is not in the possession, custody or control of you, and every non-identical copy of the original.

14. Any document bearing on any sheet or side thereof, any marks, including, by way of illustration only and not by way of limitation, initials, stamped indicia, any comment or any notation of any character and not part of the original text, or any reproduction thereof, is to be considered a separate document.

15. The term "identify," when used with respect to documents, means that you are required, for each and every document, to:

- a. State its exact name and title;
- b. State the author or generator;
- c. State each addressee;
- d. State all individuals designated on the document to receive a copy or otherwise known to have received a copy;
- e. State the date on which you first received, or received knowledge of, the document and the source from whom you received the document or knowledge thereof;

- f. State the date of the document and all other serial or identifying numbers thereon;
- g. State its general subject matter;
- h. Describe the document by type, i.e., a letter, newspaper, memorandum, or other type of document;
- i. Specify the location of any file or files where the document, or any copy thereof, is normally or presently kept; and
- j. State the present custodian for each copy thereof and the last known address for each custodian.

In lieu of identifying a document, the particular document may be referred to and produced.

16. The term "identify," when used with respect to a communication, discussion or meeting, means that you are required to:

- a. State the type of communication, discussion, or meeting (e.g., telephone conversation, face-to-face conversation, staff meeting);
- b. State the date or approximate date of the communication;
- c. State the location where the communication took place;
- d. state the identity of all persons who participated in the communication and of all persons with knowledge of the communication or of the subject matter thereof; and
- e. state the subject matter of the communication.

17. The term "identify," when used with respect to an individual, corporation, or other entity, means that you are required to:

- a. state his or her full name;
- b. state his or her last known residence and business address, last known employer, job title and job description; and
- c. if a corporation or other entity, its principal place of business.

18. The term "person" means any entity that has a separate identity, recognized in law or in fact to have legal rights and obligations. This term includes, but is not limited to, any natural person, corporation, partnership, joint venture, association, company, group, organization, trust, estate, business or governmental entity or agency (public or private), a committee, subcommittee, board or any other public or private entity whatsoever.

19. "You" or "your" refer to the person or entity to whom this Request is directed.

20. The term "relating to" or "related to" means comprising, constituting, consisting of, describing, discussing, explaining, reflecting, containing, proposing, showing, citing, pertaining to, regarding, evidencing, concerning, summarizing, analyzing, implying, authorizing, respecting, recording, noting, embodying, mentioning, studying, evaluating, or referring to, whether directly or indirectly, the matter discussed.

21. The term "representative" means any person, including any attorney or agent, who acts, has acted or has at any time been requested or solicited to act, for the benefit or on the behalf of any other person, with that other person's knowledge, consent or acquiescence.

INSTRUCTIONS

All Documents produced shall be organized and labeled to correspond to each category in this Document Request. Claimants shall produce a written response to this Document Request, including a log of Documents withheld under the claim of privilege, together with all Documents responsive to this Document Request within the time-frame required under the applicable rules. Such production shall be made at the offices of undersigned or at such other place as may be mutually agreed upon by counsel for the parties.

Applicable Time Period

Unless otherwise specified herein, the following requests relate to a time period extending from May, 2006 to present. Accordingly, the following requests shall be deemed to be continuing so as to require further and supplemental production by you of documents which originate or fall within the scope of the following requests at any time prior to the filing of any plan of reorganization.

Destroyed Documents

If any documents requested herein or fairly comprised within the scope of the following requests have been lost or destroyed, please provide in lieu of a true and correct copy thereof a list of each document so lost or destroyed together with the following information: (a) the date of origin; (b) a brief description of such document; (c) the author of the document; (d) the date upon which the document was lost or destroyed; and (e) a brief statement of the manner in which the document was lost or destroyed.

Objections to Production

In the event that any objection is made to the production of any document fairly comprised within the scope of the following requests, please furnish in lieu of the production of such document a list of each document withheld from production together with the following information: (a) the reason for withholding production; (b) a statement of the facts constituting the basis for your withholding the document from production; and (c) a brief description of the documents withheld, including (i) the date upon which the document was originated, (ii) the identity of its author or preparer, (iii) the identity of each person who was a recipient of the document, (iv) the specific request which encompasses the document, (v) a brief description of the subject matter of the document, and (vi) the identity of all persons who have personal knowledge of subject matter.

Business, Trade Secret or Proprietary Information

If any of the following requests comprise documents which you contend contain confidential, business, trade secret or proprietary information, you shall not withhold such documents on the grounds of confidentiality, but shall forthwith advise all parties to this litigation of the confidential nature of such material and request all parties to stipulate to the entry of an appropriate order preserving such confidentiality.

Claims of Privilege

If you consider any document responsive to any request to be privileged, then, with regard to each document, state the date of the document and describe the document generally, explain fully the basis of the claimed privilege, identify the author, all signatories of the document and all recipients of the document.

REQUESTS FOR PRODUCTION

1. All documents referred to in your responses to the Interrogatories which were served simultaneously upon you along with this First Request for Production of Documents.
2. All documents which mention, discuss, describe, relate to, refer to or embody the allegations in the Proofs of Claim.
3. All documents which mention, discuss, describe, relate to, refer to or embody any communications between you and the Debtors concerning your Mortgage Loan or the servicing of your Mortgage Loan.
4. All documents you sent to the Debtors, including copies of cancelled checks.
5. All documents you received from the Debtors, including their attorneys.
6. All documents which mention, discuss, describe, relate to, refer to or embody all statements, oral or written, from any person involved with, or knowledgeable of, the facts about the circumstances on which this Contested Matter is based.
7. Any and all documents, correspondence, reports and/or memoranda which support your contention that the Debtors are liable to you for damages relating to the Foreclosure Case and claims made in the Proofs of Claim.
8. Any and all documents, correspondence, reports and/or memoranda which support your contention that the Debtors were negligent or grossly negligent.
9. Any and all documents, correspondence, reports and/or memoranda which support your contention that the Debtors violated the Fair Foreclosure Act.
10. All documents and correspondence between you and any Debtor.
11. Any and all expert reports obtained by you with regard to the claims in the Proofs of Claim.
12. Curriculum vitae for any experts you intend to call at trial for this Contested Matter.
13. All documents upon which any expert will rely for his or her opinion(s) offered in support of the claims set forth in the Law Division Case and/or Proofs of Claim.
14. All documents upon which any fact witness will rely offered in support of the claims set forth in the Proofs of Claim.
15. All documents which you intend to introduce in evidence at the trial of this Contested Matter.
16. All documents that refer to or reflect any lost business opportunities.

17. All documents that refer to or reflect efforts by you to have the Lis Pendens on the Property discharged and/or removed.
18. All documents that refer to or reflect your efforts to reinstate the Mortgage Loan.
19. All documents that refer to or reflect your efforts to cure the default on your Mortgage Loan.
20. All real estate listings of the Properties for sale.
21. All leases relating to the Properties since 2006.
22. All broker agreements concerning the Properties.
23. All contracts, letters, or documents offering to purchase the Properties.
24. All real estate appraisals of the Properties.
25. All credit reports since 2006.
26. All documents that refer to or reflect any inquiries made on your credit report.
27. All documents relating to your employment history since 2006.
28. All profit and loss statements for any financial and/or real estate transaction that commenced since 2006.
29. Copies of all documents showing that you attempted to refinance any of the Properties, including applications, responses from any creditor granting or denying your request.
30. The written fee agreement between you and any and all attorneys who represented you in the Foreclosure Case.
31. All documents that refer or reflect all amounts billed by or fees incurred by any and all attorneys who represented you in the Foreclosure Case.
32. All documents that refer or reflect all amounts you have paid to any attorneys who represented you in the Foreclosure Case.
33. The written fee agreement between you and any and all attorneys who represented you in the Law Division Case.
34. All documents that refer or reflect all amounts billed by or fees incurred by any and all attorneys who represented you in the Law Division Case.
35. All documents that refer or reflect all amounts you have paid to any attorneys who represented you in the Law Division Case.

CERTIFICATE OF SERVICE

I hereby certify that on this date, I caused a true and correct copy of The Rescap Borrower Claims Trust's First Request For Production Of Documents Directed To Claimants to be served via email and overnight mail on:

Christina and Frank Reed
Pro Se Claimants
817 Matlack Drive
Moorestown, New Jersey 08057
frankreedva@aol.com

REED SMITH LLP

Diane A. Bettino

Dated: July 17, 2014

Exhibit PP

MORRISON & FOERSTER LLP

250 West 55th Street
New York, NY 10019
Tel. (212) 468-8000
Fax: (212) 468-7900
Norman S. Rosenbaum
Jordan A. Wishnew
Meryl L. Rothchild

*Counsel for the ResCap Borrower
Claims Trust*

REED SMITH LLP

Formed in the State of Delaware
Princeton Forrestal Village
136 Main Street, Suite 250
Princeton, NJ 08540
Tel. (609) 987-0050
Fax: (609) 951-0824
Diane A. Bettino
Kellie Lavery

*Co-Counsel for the ResCap Borrower
Claims Trust*

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:	:	
	:	Case No. 12-12020 (MG)
RESIDENTIAL CAPITAL, LLC, et al.,	:	
	:	Chapter 11
	:	
Debtors.	:	Jointly Administered
	:	
	:	
	:	

**THE RESCAP BORROWER CLAIMS TRUST'S
FIRST SET OF INTERROGATORIES DIRECTED TO CLAIMANTS**

The ResCap Borrower Claims Trust (the “Borrower Trust”), established pursuant to the terms of the *Second Amended Joint Chapter 11 Plan Proposed by Residential Capital, LLC, et al. and the Official Committee of Unsecured Creditors* [Docket No. 6030] (the “Plan”) confirmed in the above captioned bankruptcy cases (the “Chapter 11 Cases”), by their undersigned counsel, and pursuant to Rule 33 of the Federal Rules of Civil Procedure and Rules 3007, 9014, and 7033 of the Federal Rules of Bankruptcy Procedure, hereby submits to the claimants’ Christina and Frank Reed (“Claimants” or the “Reeds”) the following First Set of Interrogatories.

Pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure, made applicable here by Rules 7026 and 7033 of the Federal Rules of Bankruptcy Procedure, the Borrower Trust hereby requests that the Claimants provide answers to all Documents responsive to these Document Requests no later than Monday, July 28, 2014, and provide such answers to the Borrower Trust's counsel: Morrison & Foerster LLP, 250 W. 55th Street, New York, New York, 10019; Reed Smith LLP, Princeton Forrestal Village, 136 Main Street, Suite 250, Princeton, New Jersey, 08540. Each of the following Document Requests is to be read and responded to in accordance with the Definitions and Instructions below.

DEFINITIONS

Unless otherwise specified, the following Definitions apply:

1. Pursuant to Rule 26.3(a) of the Local Civil Rules of the United States District Court for the Southern District of New York (the "Local Civil Rules"), the full text of the definitions and rules of construction set forth in Local Civil Rule 26.3(c) and (d) are incorporated herein by reference. The Definitions described herein also apply.
2. "Bankruptcy Case" shall mean that certain Chapter 11 proceeding in which Residential Capital, LLC ("ResCap") and certain of its affiliates are the debtors (the "Debtors") and which is pending in the United States Bankruptcy Court for the Southern District of New York, Case Number 12-12020 (MG).
3. "Claimants" shall refer to Christina and Frank Reed.
4. "Contested Matter" shall mean the objection interposed by the Borrower Trust to the Proofs of Claim in the Bankruptcy Case.
5. "Proofs of Claim" shall refer to the claims filed by Christina and Frank Reed in the Bankruptcy Case, designated as Claim Nos. 3759 and 4736 asserted against GMAC Mortgage, LLC ("GMACM") and Claim Nos. 3708 and 4759 asserted against Residential Funding Company, LLC ("RFC").
6. "Mortgage Loan" shall refer to the loan dated May 31, 2006, entered into between Claimants and Metrocities Mortgage, LLC.
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9. "Property" or "Properties" shall mean one or a combination of the properties located at (i) 817 Matlack Drive, Moorestown, New Jersey, 08057 (ii) 9717 Old Dell Trace, Richmond, Virginia, 23238, and (iii) 133 Brooks Chase Lane, Richmond, Virginia, 23229; (iv) 318 Columbia Avenue, Stratford, New Jersey, 08081; (v) 52 Stone Hollow Drive, Sickleville, New Jersey, 08081; and (vi) 318 Darien Drive, Cherry Hill, New Jersey, 08003.

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11. The term "document" means each and every form in which information is kept, however, produced, reproduced or stored, in your actual or constructive possession, custody or control, or of which you have knowledge of its existence, and whether prepared, published or released by you or by any other person or entity, including but not limited to, letters, reports, agreements, duty rosters, correspondence, intra-office or inter-office correspondence, telegrams, minutes or records of meetings, reports or summaries of investigations, expressions or statements of policy, opinions or reports of consultants, lists, drafts, revisions, invoices, receipts, original and preliminary notes, preliminary sketches, records, ledgers, contracts, bills of lading, bills, inventories, financial data, maps, memoranda, accounting and financial records, diaries, journals, calendars, statements, work papers, videotapes, photographs, pamphlets, brochures, advertisements, trade letters, press releases, drawings, recaps, maps, tables, articles, summaries of conversations, computer cards, tapes, disks, and other means of electronically or magnetically maintained information, and printouts.

12. "Documents" shall also include all electronic data, including emails and any related attachments, electronic files or other data compilations that relate to the categories of "documents" listed above, whether stored on a personal computer, network computer system, backup computer tape, servicer, and/or disk, or by some other storage mechanism or database.

13. The term "document" also includes, without limitation, all originals and non-identical copies. "Document" includes a copy of the original when the original is not in the possession, custody or control of you, and every non-identical copy of the original.

14. Any document bearing on any sheet or side thereof, any marks, including, by way of illustration only and not by way of limitation, initials, stamped indicia, any comment or any notation of any character and not part of the original text, or any reproduction thereof, is to be considered a separate document.

15. The term "identify," when used with respect to documents, means that you are required, for each and every document, to:

- a. State its exact name and title;
- b. State the author or generator;
- c. State each addressee;
- d. State all individuals designated on the document to receive a copy or otherwise known to have received a copy;
- e. State the date on which you first received, or received knowledge of, the document and the source from whom you received the document or knowledge thereof;

- f. State the date of the document and all other serial or identifying numbers thereon;
- g. State its general subject matter;
- h. Describe the document by type, i.e., a letter, newspaper, memorandum, or other type of document;
- i. Specify the location of any file or files where the document, or any copy thereof, is normally or presently kept; and
- j. State the present custodian for each copy thereof and the last known address for each custodian.

In lieu of identifying a document, the particular document may be referred to and produced.

16. The term "identify," when used with respect to a communication, discussion or meeting, means that you are required to:

- a. State the type of communication, discussion, or meeting (*e.g.*, telephone conversation, face-to-face conversation, staff meeting);
- b. State the date or approximate date of the communication;
- c. State the location where the communication took place;
- d. state the identity of all persons who participated in the communication and of all persons with knowledge of the communication or of the subject matter thereof; and
- e. state the subject matter of the communication.

15. The term "identify," when used with respect to an individual, corporation, or other entity, means that you are required to:

- a. state his or her full name;
- b. state his or her last known residence and business address, last known employer, job title and job description; and
- c. if a corporation or other entity, its principal place of business.

16. The term "person" means any entity that has a separate identity, recognized in law or in fact to have legal rights and obligations. This term includes, but is not limited to, any natural person, corporation, partnership, joint venture, association, company, group, organization, trust, estate, business or governmental entity or agency (public or private), a committee, subcommittee, board or any other public or private entity whatsoever.

17. "You" or "your" refer to the person or entity to whom this Request is directed.

18. The term "relating to" or "related to" means comprising, constituting, consisting of, describing, discussing, explaining, reflecting, containing, proposing, showing, citing, pertaining to, regarding, evidencing, concerning, summarizing, analyzing, implying, authorizing,

respecting, recording, noting, embodying, mentioning, studying, evaluating, or referring to, whether directly or indirectly, the matter discussed.

19. The term "representative" means any person, including any attorney or agent, who acts, has acted or has at any time been requested or solicited to act, for the benefit or on the behalf of any other person, with that other person's knowledge, consent or acquiescence.

INSTRUCTIONS

a. These Interrogatories are continuing in character, so as to require the Claimants to file supplemental answers if the Claimants obtain further, contradictory or different information. Such supplemental answers, if any, shall be filed from time to time promptly upon the discovery by you of such supplemental information. Each Interrogatory is to be answered separately and as completely as possible. The fact that an investigation is continuing and discovery is not complete shall not be used as a reason for failure to answer any such Interrogatory as fully as possible. The omission of any name, fact or other item of information from the answer shall be deemed a representation that such name, fact or item is not known to the Claimants, its counsel or other representatives or agents of the Claimants.

b. Answers shall be based upon information known to the Claimants, its agents, attorneys, partners, associates, employees, servants, representatives, investigators or any other party or entity acting or who has acted by or on behalf of the Claimants. To the extent that the answer to any Interrogatory is not based upon information known to the Claimants, the Claimants shall specify that fact and the person or entity possessing such information.

c. If the answer to all or any part of an Interrogatory is not presently known or available, include a statement to that effect, specifying the portion of the Interrogatory that cannot be completely answered. However, once information is available, the Claimants are required to furnish all information available in response to the entire Interrogatory by supplemental answer as required above.

d. If the Claimants refuse to answer any Interrogatory or any part thereof on the grounds of privilege, the Claimants must identify the basis for the privilege claimed, the nature

of any information that it refuses to disclose, referring specifically to the Interrogatory or any part thereof to which the Interrogatory applies and by identifying the form in which said information exists, the date of the document or oral communication and the general subject matter of the document or oral communication. To the extent you object to or claim a privilege with respect to any Interrogatory, in whole or in part, set forth all reasons and the underlying factual basis for your objection or claim of privilege in sufficient detail to permit the Court to determine the validity of your objection or claim of privilege.

INTERROGATORIES

1. Set forth the name and last known address of all persons who have knowledge or who are believed to have knowledge of any facts relevant to the subject matter of the Proofs of Claim, and summarize the relevant knowledge he or she is believed or known to have.

2. For all written and oral contacts and communications between you and the Debtors with respect to the subject matter of the Proofs of Claim, set forth the date of the contact or communication, the substance of the contact or communication, and the identity of the individuals who participated in such contact or communication.

3. Identify any and all experts whom you expect to call at trial as an expert witness in the Contested Matter, and for each such expert witness, set forth his or her area of expertise in relation to the claims set forth in the Proofs of Claim.

4. For each expert identified in response to the preceding Interrogatory, provide a complete statement of the expert's opinions and the basis therefor; the facts and data considered in forming the opinions; the treatises, authorities or other sources upon which the expert will rely to support his or her testimony or conclusions, the qualifications of the expert, including a list of all publications authored by the expert within the preceding ten years; the docket number, names of the parties, date, and court of all cases in which the expert testified at deposition or trial in the past five years; whether compensation has been or is to be paid for the report and testimony and, if so, the terms of the compensation; and identify and attach any and all written reports rendered by the expert.

5. If you intend to offer any lay opinion testimony at trial for the Contested Matter, identify each witness through whom you will present such testimony and, for each such witness, set forth the substance of the opinions to which he or she is expected to testify; the grounds for each such opinion; any special qualifications or experience that the witness has in relation to the opinion; and identify and attach copies of any and all documents upon which the witness relied in forming his or her opinion.

6. Identify the name of all person(s) whom you intend to call as a witness at the trial of this Contested Matter, and identify the subjects on which each witness will testify.

7. Detail each claim that has not been overruled by the Bankruptcy Court that you are asserting against each Debtor, including each and every fact upon which the claims are based and the identity of all persons having knowledge of such facts.

8. Detail the factual basis for your claim that each Debtor is liable to you for any alleged violations, including each and every fact upon which this claim is based and the identity of all persons having knowledge of such facts.

9. Detail the factual basis for your claim that each Debtor is liable for violating the Fair Foreclosure Act, including each and every fact upon which this claim is based and the identity of all persons having knowledge of such facts.

10. Detail the factual basis for your claim that each Debtor was negligent or grossly negligent with respect to the Foreclosure Case, including each and every fact upon which this claim is based and the identity of all persons having knowledge of such facts.

11. For each attempt you made to reinstate the Mortgage Loan, detail the date on which the attempt to reinstate was made, who you attempted to contact, who you spoke to, what was discussed, whether you tendered a check or other monies to reinstate the Mortgage Loan, and the amount of the check or other funds payable to reinstate the Mortgage Loan.

12. Did you ever attempt to sell any Property from June 1, 2007 to present? If so, when? Include in your response all documents concerning any attempt to sell any of the Properties, any communications concerning any offers, and all copies of offers received on the Property.

13. Did you ever attempt to refinance the Mortgage Loan on the Property, or other loans on any of the Properties? If so, when? Include in your response all documents concerning any attempt to refinance the Mortgage Loan on the Property or other loans on other Properties.

14. After the Foreclosure Case was dismissed by the court in New Jersey, did you ever request that GMAC Mortgage, LLC or any other party discharge the Lis Pendens? If so, when and who did you speak to or write to? Include in your response all documents concerning your attempts to have the Lis Pendens discharged from the Property, and include the date, method, and result of such effort.

15. Describe in detail any communications you had with any Debtor or any of its agents where you specifically described the impact, both present and future, the Lis Pendens had on your business and/or generation of income, and include the date and name(s) of individual(s) involved in each communication.

16. If you claim that any Debtor or any of its agents made any admissions with regard to the allegations, claims, or defenses in the Foreclosure Case, the Law Division Case, and/or the Contested Matter have been made by any person or entity, set forth or identify for each such admission the exact words, if known, and if not known, the substance of it, the date it was made, the person who made it, all persons present when it was made (if oral), all persons to whom it was made or provided (if written), the place where it was made and the method of its communication.

17. Describe in detail any statement you have obtained from any person not a party to this Contested Matter relating to any of the allegations, claims, or defenses in this case, including the person who gave each statement and the person who obtained each statement; whether it was oral or in writing; the date it was obtained; if it was oral, whether a recording was made, and, if so, the type of recording and the name(s) and present address(es) of the person(s) who have custody of it; if it was written, whether it was signed by the person making it; and if it was oral, a detailed summary of its contents.

18. Detail the nature and amount of damages you are seeking to recover in this Contested Matter. Your response should include a description by category, of the damages incurred, and an explanation of the manner and method by which the dollar amount of your damages was calculated.

19. For each attorney who represented you in the Foreclosure Case, set forth in detail the terms of your fee arrangement, including but not limited to, the date on which you signed the written fee agreement, and amounts billed to date, and amounts paid to date.

20. Describe in detail each and every effort you made to cure or reinstate the Loan, and for each such effort, identify who you contacted, the date of the communication, what was discussed, and the amount you paid to cure the default.

21. Describe in detail each and every effort you made to have the Lis Pendens discharged, including the date, method, and result of each such effort.

22. For each payment made on the Mortgage Loan, identify the date it was made, amount of the payment, the payee, and the payor, and the date on which the payment was cashed and applied.

23. Detail all property taxes that you paid on any of the Properties.

24. Detail all insurance payments that you made for property insurance on any of the Properties.

25. Detail all information about alleged lost business opportunities, including each and every fact upon which this claim of lost business opportunities is based and the identity of all persons having knowledge of such facts.

CERTIFICATE OF SERVICE

I hereby certify that on this date, I caused a true and correct copy of The Rescap Borrower Claims Trust's First Set of Interrogatories Directed To Claimants to be served via email and overnight mail on:

Christina and Frank Reed
Pro Se Claimants
817 Matlack Drive
Moorestown, New Jersey 08057
frankreedva@aol.com

REED SMITH LLP

Diane A. Bettino

Dated: July 17, 2014

Exhibit UU

MORRISON & FOERSTER LLP

250 West 55th Street
New York, NY 10019
Tel. (212) 468-8000
Fax: (212) 468-7900
Norman S. Rosenbaum
Jordan A. Wishnew
Meryl L. Rothchild

*Counsel for the ResCap Borrower
Claims Trust*

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Diane A. Bettino
Kellie A. Lavery

*Co-Counsel for the ResCap Borrower
Claims Trust*

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

_____	:	
In re:	:	
	:	Case No. 12-12020 (MG)
RESIDENTIAL CAPITAL, LLC, et al.,	:	
	:	Chapter 11
	:	
Debtors.	:	Jointly Administered
	:	
	:	
_____	:	

**THE RESCAP BORROWER CLAIMS TRUST'S
REQUEST FOR ADMISSIONS DIRECTED TO CLAIMANTS**

The ResCap Borrower Claims Trust (the “Borrower Trust”), established pursuant to the terms of the *Second Amended Joint Chapter 11 Plan Proposed by Residential Capital, LLC, et al. and the Official Committee of Unsecured Creditors* [Docket No. 6030] (the “Plan”) confirmed in the above captioned bankruptcy cases (the “Chapter 11 Cases”), by their undersigned counsel, and pursuant to Rule 36 of the Federal Rules of Civil Procedure and Rules 3007, 9014, and 7036 of the Federal Rules of Bankruptcy Procedure, hereby submits to the claimants’ Christina and Frank Reed (“Claimants” or the “Reeds”) the following Request for Admissions.

Pursuant to Rules 26 and 36 of the Federal Rules of Civil Procedure, made applicable here by Rules 7026 and 7036 of the Federal Rules of Bankruptcy Procedure, the Borrower Trust hereby requests that the Claimants answer, by admitting or denying and providing an explanation as necessary, the following Request for Admissions no later than Monday, July 28, 2014, and provide such answers to the Borrower Trust's counsel: Morrison & Foerster LLP, 250 W. 55th Street, New York, New York, 10019; Reed Smith LLP, Princeton Forrestal Village, 136 Main Street, Suite 250, Princeton, New Jersey, 08540. Each of the following Request for Admissions is to be read and responded to in accordance with the Definitions and Instructions below.

DEFINITIONS

Unless otherwise specified, the following definitions apply:

1. Pursuant to Rule 26.3(a) of the Local Civil Rules of the United States District Court for the Southern District of New York (the "Local Civil Rules"), the full text of the definitions and rules of construction set forth in Local Civil Rule 26.3(c) and (d) are incorporated herein by reference. The Definitions described herein also apply.

2. "Bankruptcy Case" shall mean that certain Chapter 11 proceeding in which Residential Capital, LLC ("ResCap") and certain of its affiliates are the debtors (the "Debtors") and which is pending in the United States Bankruptcy Court for the Southern District of New York, Case Number 12-12020 (MG).

3. "Claimants" shall refer to Christina and Frank Reed.

4. "Contested Matter" shall mean the objection interposed by the Borrower Trust to the Proofs of Claim in the Bankruptcy Case.

5. "Proofs of Claim" shall refer to the claims filed by Christina and Frank Reed in the Bankruptcy Case, designated as Claim Nos. 3759 and 4736 asserted against GMAC Mortgage, LLC ("GMACM") and Claim Nos. 3708 and 4759 asserted against Residential Funding Company, LLC ("RFC").

6. "Mortgage Loan" shall refer to the loan dated May 31, 2006, entered into between Claimants and Metrocities Mortgage, LLC.

7. "Foreclosure Case" shall refer to the Complaint filed in the Chancery Division, Superior Court of New Jersey, Burlington County, captioned *GMAC Mortgage, LLC v. Frank J. Reed and Christina Reed, et al.*, Docket Number F-19177-08.

8. “Law Division Case” shall refer to the complaint filed in the Law Division, Superior Court of New Jersey, Burlington County, captioned *Frank J. Reed III and Christina A. Reed v. GMAC Mortgage, et al.*, Docket Number L-1526-10.

9. “Property” or “Properties” shall mean one or a combination of the properties located at (i) 817 Matlack Drive, Moorestown, New Jersey, 08057 (ii) 9717 Old Dell Trace, Richmond, Virginia, 23238, and (iii) 133 Brooks Chase Lane, Richmond, Virginia, 23229; (iv) 318 Columbia Avenue, Stratford, New Jersey, 08081; (v) 52 Stone Hollow Drive, Sickleville, New Jersey, 08081; and (vi) 318 Darien Drive, Cherry Hill, New Jersey, 08003.

INSTRUCTIONS

1. Each Request requires you to admit or deny the stated matter in each Request.
2. If you object to a particular Request, the reasons for said objection must be stated with specificity.
3. If you deny or are unable to admit a part of a Request, your answer must specify as much of the Request as is true and qualify or specifically deny the remainder, setting forth in detail the reasons you cannot truthfully admit or deny that part of the Request.
4. As the answering party, you may not give lack of information or knowledge as a reason for failure to admit or deny unless you state that you have made reasonable inquiry and that the information known or readily obtainable by you is insufficient to enable you to admit or deny the Request.
5. If your answer relies or is based on language in a document, identify that document and state that language with specificity.

REQUEST FOR ADMISSIONS

1. On May 31, 2006, Metrocities Mortgage, LLC made a Mortgage Loan in the amount of \$1,000,000.00, plus interest to Frank J. Reed III.

2. The Mortgage Loan is evidenced by a Fixed/Adjustable Rate Note to Metrocities Mortgage, LLC executed by Frank J. Reed III on May 31, 2006.

3. Frank J. Reed III executed the Interest-Only Addendum to Adjustable Rate Promissory Note.

4. Frank J. Reed III agreed to make monthly payments on the Mortgage Loan beginning on July 1, 2006, in the initial amount of \$5,312.50.

5. The monthly payments on the Mortgage Loan were due on the first of each month.

6. By signing the Note, Frank J. Reed III agreed "If I do not pay the full amount of each monthly payment on the date it is due, I will be in default."

7. To secure the payment of the Note, Frank J. Reed, III and Christina A. Reed, husband and wife, executed to Mortgage Electronic Registration Systems, Inc., as nominee for Metrocities Mortgage, LLC, a Mortgage dated May 31, 2006, on the property located at 817 Matlack Drive, Moorestown, New Jersey 08057.

8. The Mortgage is a Purchase Money Mortgage.

Mortgage Payments

9. Claimants did not make the monthly payment due on the Mortgage Loan on February 1, 2008.

10. Claimants did not make the monthly payment due on the Mortgage Loan on March 1, 2008.

11. Claimants did not make the monthly payment due on the Mortgage Loan on April 1, 2008.

12. Claimants did not make the monthly payment due on the Mortgage Loan on May 1, 2008.

13. Claimants did not make the monthly payment due on the Mortgage Loan on June 1, 2008.

14. Claimants did not make the monthly payment due on the Mortgage Loan on July 1, 2008.

15. Claimants did not make the monthly payment due on the Mortgage Loan on August 1, 2008.

16. Claimants did not make the monthly payment due on the Mortgage Loan on September 1, 2008.

17. Claimants did not make the monthly payment due on the Mortgage Loan on October 1, 2008.

18. Claimants did not make the monthly payment due on the Mortgage Loan on November 1, 2008.

19. Claimants did not make the monthly payment due on the Mortgage Loan on December 1, 2008.

20. For the period January 1, 2009 through December 31, 2009, Claimants did not make the monthly payments due on the Mortgage Loan.

21. For the period January 1, 2010 through December 31, 2010, Claimants did not make the monthly payments due on the Mortgage Loan.

22. For the period January 1, 2011 through December 31, 2011, Claimants did not make the monthly payments due on the Mortgage Loan.

23. For the period January 1, 2012 through December 31, 2012, Claimants did not make the monthly payments due on the Mortgage Loan.

24. For the period January 1, 2013 through December 31, 2013, Claimants did not make the monthly payments due on the Mortgage Loan.

25. For the period January 1, 2014 through July 1, 2014, Claimants did not make the monthly payments due on the Mortgage Loan.

26. Claimants are in default under the terms of the Note.

27. Claimants are in default under the terms of the Mortgage Loan.

Property Taxes

28. Claimants have not paid the property taxes due on the property located at 817 Matlack Drive, Moorestown, New Jersey, 08057 for the period June 1, 2008 through December 31, 2008.

29. Claimants have not paid the property taxes due on the property located at 817 Matlack Drive, Moorestown, New Jersey, 08057 for the period January 1, 2009 through December 31, 2009.

30. Claimants have not paid the property taxes due on the property located at 817 Matlack Drive, Moorestown, New Jersey, 08057 for the period January 1, 2010 through December 31, 2010.

31. Claimants have not paid the property taxes due on the property located at 817 Matlack Drive, Moorestown, New Jersey, 08057 for the period January 1, 2011 through December 31, 2011.

32. Claimants have not paid the property taxes due on the property located at 817 Matlack Drive, Moorestown, New Jersey, 08057 for the period January 1, 2013 through December 31, 2013.

33. Claimants have not paid the property taxes due on the property located at 817 Matlack Drive, Moorestown, New Jersey, 08057 for the period January 1, 2014 through July 1, 2014.

Insurance

34. Claimants have not paid to insure the property located at 817 Matlack Drive, Moorestown, New Jersey, 08057 for the period June 1, 2008 through December 31, 2008.

35. Claimants have not paid to insure the property located at 817 Matlack Drive, Moorestown, New Jersey, 08057 for the period January 1, 2009 through December 31, 2009.

36. Claimants have not paid to insure the property located at 817 Matlack Drive, Moorestown, New Jersey, 08057 for the period January 1, 2010 through December 31, 2010.

37. Claimants have not paid to insure the property located at 817 Matlack Drive, Moorestown, New Jersey, 08057 for the period January 1, 2011 through December 31, 2011.

38. Claimants have not paid to insure the property located at 817 Matlack Drive, Moorestown, New Jersey, 08057 for the period January 1, 2013 through December 31, 2013.

39. Claimants have not paid to insure the property located at 817 Matlack Drive, Moorestown, New Jersey, 08057 for the period January 1, 2014 through July 1, 2014.

Reinstatement

40. Claimants did not request a reinstatement quote on the Mortgage Loan at any time during the period June 1, 2008 through December 31, 2008.

41. Claimants did not request a reinstatement quote on the Mortgage Loan at any time during the period January 1, 2009 through December 31, 2009.

42. Claimants did not request a reinstatement quote on the Mortgage Loan at any time during the period January 1, 2010 through December 31, 2010.

43. Claimants did not request a reinstatement quote on the Mortgage Loan at any time during the period January 1, 2011 through December 31, 2011.

44. Claimants did not request a reinstatement quote on the Mortgage Loan at any time during the period January 1, 2012 through December 31, 2012.

45. Claimants did not request a reinstatement quote on the Mortgage Loan at any time during the period January 1, 2013 through December 31, 2013.

46. Claimants did not request a reinstatement quote on the Mortgage Loan at any time during the period January 1, 2014 through July 1, 2014.

47. For the period June 1, 2009 through July 1, 2014, Claimants did not pay the amounts due to reinstate the Mortgage Loan.

48. Claimants have never attempted to reinstate the Mortgage Loan.

49. Claimants have never paid the amounts due to reinstate the Mortgage Loan.

50. Claimants have never attempted to refinance the Mortgage Loan.

Lis Pendens

51. Claimants never filed a lawsuit to have the Lis Pendens on the Property discharged.

52. Claimants never made a request in writing to GMAC Mortgage, LLC to have the Lis Pendens on the Property discharged.

53. Claimants never made a request in writing to Fleischer, Fleischer & Suglia to have the Lis Pendens on the Property discharged.

54. Claimants never made a request in writing to Zucker Goldberg & Ackerman LLC to have the Lis Pendens on the Property discharged.

55. Claimants never made a request in writing to the Clerk of Burlington County to have the Lis Pendens on the Property discharged.

56. Claimants made no efforts to have the Lis Pendens on the Property discharged.

CERTIFICATE OF SERVICE

I hereby certify that on this date, I caused a true and correct copy of The Rescap Borrower Claims Trust's Request for Admissions Directed To Claimants to be served via email and overnight mail on:

Christina and Frank Reed
Pro Se Claimants
817 Matlack Drive
Moorestown, New Jersey 08057
frankreedva@aol.com

REED SMITH LLP

Diane A. Bettino

Dated: July 17, 2014

Exhibit UU

MONIKA S. PUNDALIK
MP 006542003

XCZ-102962-R1/bga
ZUCKER, GOLDBERG & ACKERMAN, LLC
Attorneys for Plaintiff
200 Sheffield Street, Suite 101
Mountainside, NJ 07092-0024
1-908-233-8500

21st Mortgage Corporation

Plaintiff,

vs.

Frank J. Reed III, his/her heirs, devisees, and personal
representatives, and his, her, their or any of their
successors in right, title and interest; Christina A.
Reed, his/her heirs, devisees, and personal
representatives, and his, her, their or any of their
successors in right, title and interest; TD Bank fka TD
Bank, NA; American Express Centurion Bank; New
Century Financial Services Inc; Unsatisfied Claim and
Judgment Fund; State of New Jersey; United States of
America;

Defendant(s)

: SUPERIOR COURT OF NEW JERSEY
: CHANCERY DIVISION
: BURLINGTON COUNTY
: DOCKET NO.

F -008034-14

Civil Action

**COMPLAINT
FOR
FORECLOSURE**

21st Mortgage Corporation, (hereinafter "plaintiff"), located at 620 Market Street, 1 Ctr. Sq.,
Attn: Ryan Shelley, Knoxville, TN 37902 says:

FIRST COUNT

1. On May 31, 2006, Frank J. Reed III executed to Metrocities Mortgage, LLC a Note (hereinafter "Note") securing the sum of \$1,000,000.00, payable on June 1, 2036 with the initial interest rate of 6.375% per annum. The Plaintiff is the holder of the Note.

2. To secure the payment of the Note, Frank J. Reed III and Christina A. Reed, husband and wife, executed to Mortgage Electronic Registration Systems, Inc., as nominee for Metrocities Mortgage, LLC, a Mortgage (hereinafter "Mortgage") dated May 31, 2006, and thereby mortgaged to Mortgage Electronic Registration Systems, Inc., as nominee for Metrocities Mortgage, LLC in fee the land hereinafter described (hereinafter "Mortgaged Premises"). Said Mortgage was duly recorded on September 25, 2006, in the Office of the Clerk of Burlington County, in Mortgage Book 11124, Page 410. The Mortgage is a Purchase Money Mortgage.

3. The legal description of the Mortgaged Premises is described on the Schedule annexed hereto and made a part hereof.

SCHEDULE A- Legal Description

ALL the following described property located in the Township of Moorestown, County of Burlington, State of New Jersey:

COMMONLY known as 817 Matlack Drive, Moorestown, NJ 08057.

BEING also known as Lot 2, Block 3803 on the tax map of the Township of Moorestown.

The following is a metes and bounds legal description as found in the Mortgage:

ALL that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in Township of Moorestown, in the County of Burlington, State of NJ:

BEGINNING at a point in the Southerly right of way line of Matlack Drive (60 feet wide), said point being 580.94 feet Westwardly from the Westerly end of a curve having a radius of 20.00 feet and connecting said line of Matlack Drive with the Westerly right of way line of New Albany Road (66 feet wide); thence

1. South 12 degrees 58 minutes 42 seconds West, 185.00 feet to a point; thence
2. North 77 degrees 01 minute 18 seconds West, 111.42 feet to a point; thence
3. North 14 degrees 38 minutes 30 seconds West, 156.41 feet to a point in said line of Matlack Drive; thence
4. North 75 degrees 21 minutes 30 seconds East, along said line of Matlack Drive, 33.75 feet to a point of curvature; thence
5. Eastwardly and curving to the right with a radius of 270.00 feet, still along said line of Matlack Drive, the arc distance of 130.16 feet to a point of tangency, thence
6. South 77 degrees 01 minute 18 seconds East, still along said line of Matlack Drive, 28.86 feet to the point and place of BEGINNING.

BEING Block 3803, Lot 2 as shown on the "Final Plan of Lots, Mechling Farms, Section 3", Filed May 15, 2003 as Map #3821600.

FOR INFORMATION PURPOSES ONLY: BEING known as Lot 2, Block 3803 on the Official Tax Map of Township of Moorestown.

Above description made in accordance with a survey made by Wallace Associates, dated March 10, 2006.

4. The following Assignments of Mortgage appear in the chain of assignment:

a. By assignment of mortgage dated May 22, 2008 from Mortgage Electronic Registration Systems, Inc., as nominee for Metrocities Mortgage, LLC to GMAC Mortgage, LLC. Said assignment was duly recorded on November 17, 2008 in the Office of the Clerk of Burlington County in Assignment Book AB1921 at Page 345.

b. By assignment of mortgage dated December 4, 2013 from GMAC Mortgage, LLC to Residential Funding Company LLC fka Residential Funding Corporation. Said assignment was recorded on December 10, 2013 in the Office of the Clerk of Burlington County in Assignment Book OR13107 at Page 1125.

c. By assignment of mortgage dated December 4, 2013 from Residential Funding Company LLC fka Residential Funding Corporation to 21st Mortgage Corporation, Plaintiff herein. Said assignment was recorded on December 10, 2013 in the Office of the Clerk of Burlington County in Assignment Book OR13107 at Page 1127.

5. Plaintiff is entitled to enforce the note and mortgage under applicable law.

6. The Note contains a provision that says that if the obligor commits an act of default the entire amount due on the Note may be demanded. After the default herein the entire amount due on the loan has been accelerated.

7. The obligor(s) has/have failed to make the installment payment when same became due and payable. Therefore the loan is in default as of February 1, 2008.

8. As a result of said default, plaintiff hereby elects and declares that the whole unpaid principal sum due on the Note and Mortgage, along with all unpaid interest, advances, fees and costs, shall be accelerated and is now due and payable.

9. The Note and Mortgage do not contain a prepayment penalty.

10. The following defendants are joined herein because they are either the holder of an instrument or interest appearing of record which affect or may affect the Mortgaged Premises, or because they are the holder of a legal and equitable interest in the Mortgaged Premises which is subordinate to plaintiff's Mortgage lien:

a. TD Bank fka TD Bank, NA; American Express Centurion Bank; New Century Financial Services Inc; Unsatisfied Claim and Judgment Fund; are made party defendants to this foreclosure action by reason of the following judgments entered in the Office of the Clerk of the Superior Court of New Jersey, recovered against plaintiff's mortgagor(s) and/or record owners of the property.

SUPERIOR COURT OF NEW JERSEY
JUDGMENT NUMBER: 0-121412-2010 PAGE NUMBER: 1 DECEMBER 06
DATE ENTERED: 09 10 10 DATE SIGNED: 02 08 10
TYPE OF ACTION: OTHER
VENUE: BURLINGTON

DEBTOR: C
A F A 741 875.77
A F A 3 115.80

CREATOR: C
TD BANK, NA
ATTORNEY: DEWEE & CALDWELL
1800 ROUTE 78, SUITE 105
MOUNT LAUREL, NJ 08054
856-154-8884

DEBTOR: C
CHRISTINA REED
No Address
A F A
CHRISTINA ACHLEY REED
No Address
FRANK REED
No Address
A F A
FRANK JOSEPH REED III
No Address
PLUS COSTS

SUPERIOR COURT OF NEW JERSEY
JUDGMENT NUMBER: 0-121412-2010 PAGE NUMBER: 1 DECEMBER 06
DATE ENTERED: 09 08 10 DATE SIGNED: 09 10 10
TYPE OF ACTION: OTHER
VENUE: BURLINGTON

DEBTOR: C 19 694.30
COSTOR: C 240.00

CREATOR: C
AMERICAN EXPRESS CENTURION BANK
ATTORNEY: DWYER & ASSOCIATES

DEBTOR: C
FRANK REED
No Address

SUPERIOR COURT OF NEW JERSEY
JUDGMENT NUMBER: 0-121412-2010 PAGE NUMBER: 1 DECEMBER 11
DATE ENTERED: 08 18 11 DATE SIGNED: 07 08 11
TYPE OF ACTION: BOB ADD
VENUE: BURLINGTON

DEBTOR: C 19 1116.91
COSTOR: C 256.75

CREATOR: C
NEW CENTURY FINANCIAL SERVICES INC
ATTORNEY: PRECOLE & PRECOLE
7 HUNTER RD
PARSONSFARM, NJ 07654
973-261-5100

DEBTOR: C
CHRISTINA REED
No Address

*** End of Abstract ***

SUPERIOR COURT OF NEW JERSEY
JUDGMENT NUMBER 0-140760-2014 PAGE NUMBER 1 001311 87
DATE ENTERED 10 18 11 DATE SIGNED 06 18 11
TYPE OF ACTION: AUTO NEGL
VENUE: EGGH
DEBT: \$ 15,000.00
CREDITOR: C
UNSATISFIED CLAIM AND JUDGMENT FUND
ATTORNEY: BURKE & POTENZA
100 PARTICIPANT RD STE 100
PARTICIPANT NY 07064
671-511-8600
DEBTOR: C
FRANK REED
No Address
MARINO H. HAINMAN
No Address
PLUS 00000 ORDER REVIEWING JUDGE 0-140760-87

*** End of Abstract ***

b. The State of New Jersey is made a party defendant to this foreclosure action by reason of the following judgment entered in the office of the Clerk of the Superior Court of New Jersey recovered against plaintiff's mortgagor(s) and/or current owner(s):

SUPERIOR COURT OF NEW JERSEY
JUDGMENT NUMBER 0-140760-1993 PAGE NUMBER 1-2111-87
DATE ENTERED 11 30 93 DATE SIGNED 11 31 93
TYPE OF ACTION: AUTO NEGL
VENUE: EGGH
DEBT: \$ 15,000.00
CREDITOR: C
RICHARD EPPS
ATTORNEY NICHOLAS STEFANOWICZ JR.
SAMUEL V. FORTUNATO COMMISSIONER OF INSURANCE ASSIGNEE
DEBTOR: C
MARINO H. HAINMAN
No Address
FRANK REED
No Address
CREDITOR: C
UNSATISFIED CLAIMS AND JUDGMENT FUND
DEBTOR: C
MARINO H. HAINMAN
No Address
FRANK REED
No Address
04-18-93 ASSIGNED TO SAMUEL FORTUNATO, COMMISSIONER DEPARTMENT OF
INSURANCE RECORDED 10-09-93
10-18-11 ORDER REVIEWING JUDGE, SEE 0-140760-11

*** End of Abstract ***

c. The United States of America is a party defendant to this foreclosure action by reason of the following notices of federal tax liens entered in the Office of the Clerk of Burlington County recovered against plaintiff's mortgagor(s), Frank J. Reed III and Christina A. Reed, husband and wife:

RELEASE
 BOOK 170 PAGE 148
 DATE 06/16/09
 RECORDER: M. PERRY
 TIMOTHY D TYLER, COUNTY CLERK

Form 668 (4)(c) (Rev. February 2004)	4804	Department of the Treasury - Internal Revenue Service Notice of Federal Tax Lien			
Area: SMALL BUSINESS/SELF EMPLOYED AREA #2 Lien Unit Phone: (800) 913-6050	Serial Number 484046608	For Optional Use by Recording Office BURLINGTON COUNTY CLERK			
As provided by section 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.					
Name of Taxpayer FRANK J & CHRISTINA A REED III					
Residence 817 MATLACK DR MOORESTOWN, NJ 08057-1443					
IMPORTANT RELEASE INFORMATION: For each assessment listed below, unless notice of the lien is refiled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).					
Kind of Tax (a)	Tax Period Ending (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
1040	12/31/2003	XXX-XX-7464	10/29/2007	11/28/2017	10311.86
1040	12/31/2004	XXX-XX-7464	04/07/2008	05/07/2018	14434.50
1040	12/31/2005	XXX-XX-7464	05/19/2008	06/18/2018	51413.35
1040	12/31/2007	XXX-XX-7464	06/02/2008	07/02/2018	11446.28
Place of Filing Office of the County Clerk Burlington MOUNT HOLLY, NJ 08060					Total \$ 87605.99

This notice was prepared and signed at DETROIT, MI BOOK 170 PAGES 147-148
 the 20th day of October, 2008

Signature <u>R. A. Mitchell</u> for G. NAIDAS	Title REVENUE OFFICER (856) 414-6734
22-08-4114	

RECORDING DATA PAGE

Consideration :
Code :
Transfer Fee :
Recording Date: 10/31/2008
Document No : 4594550 bscelza

INTERNAL REVENUE SERVICE
PO BOX 145595
CINCINNATI, OH 45250


Receipt No : 798265
Document No : 4594550
Document Type : FTL
Recording Date: 10/31/2008
Login Id : bscelza

BOOK 170 PAGES 147-148

Filed
Oct 31 2008 01:42pm
Burlington County Clerk

Clerk of Burlington County • 49 Rancocas Rd. • Mt. Holly, NJ 08060
609-265-5180

Form 12474 <small>(Rev. 10-00)</small>		362 Department of the Treasury - Internal Revenue Service Revocation of Certificate of Release of Federal Tax Lien			
Area: SMALL BUSINESS/SELF EMPLOYED AREA #2 Lien Unit Phone (800) 913-6050		Serial Number 484046608		For Use by Recording Office BURLINGTON COUNTY CLERK 2012 FEB 14 P 2:41 RECEIVED	
I certify that we mistakenly issued a certificate of release of the Notice of Federal Tax Lien filed against the taxpayer named below. I declare that the certificate of release filed on <u>03rd</u> <u>June</u> <u>2009</u> is revoked and that the lien is reinstated as provided under Internal Revenue Code Section 6325(f)(2).					
Name of Taxpayer: FRANK J & CHRISTINA A REED III					
Residence: 817 MATLACK DR MOORESTOWN, NJ 08057-1443					
COURT RECORDING INFORMATION:					
Liber 170	Page 147-148	UCC No. n/a	Serial No. n/a		
Kind of Tax (a)	Tax Period Ending (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
1040	12/31/2003	XXX-XX-7464	10/29/2007	11/28/2017	10311.86
1040	12/31/2004	XXX-XX-7464	04/07/2008	05/07/2018	14434.50
1040	12/31/2005	XXX-XX-7464	05/19/2008	06/18/2018	51413.35
1040	12/31/2007	XXX-XX-7464	06/02/2008	07/02/2018	11446.28

BOOK 203 PAGES 37-38 A					
Place of Filing: Office of the County Clerk Burlington MOUNT HOLLY, NJ 08060					Total \$ 87605.99
This notice was prepared and signed at <u>DETROIT, MI</u> on this,					
the <u>07th</u> day of <u>February</u> <u>2012</u>					
Signature: 			Title: Director, Campus Compliance Operations		
<small>(NOTE: Certificate of officer authorized by law to take acknowledgments is not essential to the validity of Revocation of Certificate of Release of Federal Tax Lien Rev. Rul. 71-466 1971-2 C.B. 409)</small>					
Part 1 - RECORDING OFFICE COPY				Form 12474 (Rev. 10-00) CAT NO T3173W	

**Reason for Revoking the Certificate of Release of Federal Tax Lien
and Reinstating the Notice of Federal Tax Lien**

- ☒ Federal Tax Lien released in error.
- ☐ Failure to comply with collateral agreement in connection with a compromise.
- ☐ Liability was not discharged through litigation.
- ☐ Notice of Federal Tax Lien was not refiled timely.

RECORDING DATA PAGE

Consideration :
Code :
Transfer Fee :
Recording Date: 02/15/2012
Document No : 4868387 sbunn


INTERNAL REVENUE SERVICE
PO BOX 145595
CINCINNATI, OH 45250

Receipt No : 981598
Document No : 4868387
Document Type : FTLV
Recording Date: 02/15/2012
Login Id : sbunn

BOOK 203 PAGES 37-38 A

Filed
Feb 15 2012 04:43pm
Burlington County Clerk

Clerk of Burlington County • 49 Rancocas Rd. • Mt. Holly, NJ 08060
609-265-5180

RECORDING INFORMATION SHEET		49 RANOCAS RD., MT HOLLY, NJ 08060	
INSTRUMENT NUMBER: 4884602		DOCUMENT TYPE: FEDERAL TAX LIEN	
Official Use Only		Document Charge Type: FEDERAL TAX LIEN	
<p>TIMOTHY D. TYLER BURLINGTON COUNTY</p> <p>RECEIPT NUMBER 8025812 RECORDED ON May 08 2012 11:22 AM</p> <p>INSTRUMENT NUMBER 4884602</p> <p>BOOK: OR13008 PAGE: 3146</p>		Return Address (for recorded documents) USA - INTERNAL REVENUE 44 SOUTH CLINTON AVENUE TRENTON NJ 08609	
		No. Of Pages (Excluding Recording Information and/or Summary Sheets)	
		1	
		Consideration Amount	
		\$0.00	
		Recording Fee	
		\$25.00	
		Realty Transfer Fee	
		\$0.00	
		Total Amount Paid	
		\$25.00	
		Municipality	
		MOORESTOWN TWP	
		Parcel Information	
		Block:	
		Lot:	
		First Party Name	
		FRANK J REED III	
		Second Party Name	
		INTERNAL REVENUE SERV	
Additional Information (Official Use Only)			
 4884602			
Crl Id: 5074348 Recording Clerk: tamith			
***** DO NOT REMOVE THIS PAGE ***** COVER SHEET (DOCUMENT SUMMARY FORM) IS PART OF BURLINGTON COUNTY FILING RECORD ***** RETAIN THIS PAGE FOR FUTURE REFERENCE *****			

3756		Department of the Treasury - Internal Revenue Service			
Form 668 (Y)(c) <small>(Rev. February 2004)</small>		Notice of Federal Tax Lien			
Area: SMALL BUSINESS/SELF EMPLOYED AREA #2 Lien Unit Phone: (800) 913-6050		Serial Number 864554312	For Optional Use by Recording Office 11/17/2012		
As provided by section 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.					
Name of Taxpayer FRANK J & CHRISTINA A REED III					
Residence 817 MATLACK DR MOORESTOWN, NJ 08057-1443					
IMPORTANT RELEASE INFORMATION: For each assessment listed below, unless notice of the lien is refuted by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).					
Kind of Tax (a)	Tax Period Ending (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
1040	12/31/2003	XXX-XX-7464	10/29/2007	11/28/2017	2331.29
1040	12/31/2004	XXX-XX-7464	04/07/2008	05/07/2018	15650.08
1040	12/31/2005	XXX-XX-7464	05/19/2008	06/16/2018	60093.07
1040	12/31/2007	XXX-XX-7464	06/02/2008	07/02/2018	12979.69
Place of Filing Office of the County Clerk Burlington MOUNT HOLLY, NJ 08060					Total \$ 91054.13

This notice was prepared and signed at DETROIT, MI, on this,

the 30th day of April, 2012.

Signature  for MARK J SPITZ	Title REVENUE OFFICER (856) 414-6710
--	---

(NOTE: Certificate of officer authorized by law to take acknowledgment is not essential to the validity of Notice of Federal Tax Lien.
Rev. Rul. 71-456, 1971-2 C.B. 409)

Part 1 - kept By Recording Office

Form 668(Y)(c) (Rev. 2-2004)
CAT. NO 80025X

Book # OR13008 Page # 3146 Inst. # 4884602

11. Frank J. Reed III is also known as Frank Reed aka Frank Joseph Reed III and is being designated as Frank J. Reed III. He/she is one and the same person.

12. Christina A. Reed is also known as Christina Reed aka Christina Ashley Reed and is being designated as Christina A. Reed. He/she is one and the same person.

13. The following defendants are joined herein because they are the holder of an instrument or interest appearing of record which affect or may affect the Mortgaged Premises which has been paid in full but have not been discharged of record:

NONE

14. In the event plaintiff is unable to determine the present whereabouts of defendant(s) Frank J. Reed III, Christina A. Reed, or ascertain if he/she/they is/are presently alive, and as a precaution, plaintiff has joined the following persons as party defendants to this foreclosure action for any lien, claim or interest they may have in, to, or against the mortgaged premises:

Frank J. Reed III; Christina A. Reed; his/her/their heirs, devisees and personal representatives, and his/her/their or any of their successors in right, title and interest.

15. Pursuant to the terms of the Note and Mortgage, plaintiff (or its predecessors, successors or servicing agent), reserved the right to pay taxes, municipal charges, or other liens affecting the Mortgaged Premises, which charges or liens are superior to the lien of the Mortgage. When paid by plaintiff (or its predecessors, successors, or servicing agent), these taxes, municipal charges, or other liens, together with interest thereon, are to be added to the amount due plaintiff, whether such advances were made prior to the filing of this action or during its pendency.

16. Plaintiff has complied with the Fair Foreclosure Act N.J.S.A. 2A:50-53, et seq., by serving the required Notice of Intention to Foreclose at least 30 days in advance of filing of this complaint.

WHEREFORE, the plaintiff demands judgment:

- (a) Fixing the amount due on the Mortgage;
- (b) Barring and foreclosing the defendants and each of them of all equity of redemption in and to the Mortgaged Premises;
- (c) Directing that plaintiff be paid the amount due as provided in the Mortgage, together with interest, fees, costs and advances;
- (d) Adjudging that the Mortgaged Premises be sold according to law to satisfy the amount due to plaintiff on the Mortgage; and
- (e) Appointing a receiver of the rents, issues and profits of the Mortgaged Premises.

SECOND COUNT

1. Plaintiff hereby repeats, re-alleges, and incorporates the allegations set forth in the First Count of the Complaint, as if set forth herein at length.

2. By the terms of the Note and Mortgage, plaintiff is entitled to possession of the Mortgaged Premises and all appurtenances.

3. The Mortgagor(s) and Obligor(s) named herein has or may claim to have certain rights in the Mortgaged Premises, and by reason thereof, has or have deprived plaintiff of possession of the Mortgaged Premises.

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 Mortgaged Premises 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 costs.

ZUCKER, GOLDBERG & ACKERMAN, LLC
Attorneys for Plaintiff

By: Monika S. Pundalik
MONIKA S. PUNDALIK, ESQ.
FOR THE FIRM

Dated: February 26, 2014

NOTICE REQUIRED BY THE
FAIR DEBT COLLECTION PRACTICES ACT, (the act),
15 U.S.C. SECTION 1601 AS AMENDED

**THIS IS AN ATTEMPT TO COLLECT A DEBT.
ANY INFORMATION OBTAINED
WILL BE USED FOR THAT PURPOSE.**

1. The amount due on the debt, as of February 14, 2014, is the sum of \$1,565,606.25. This sum does not include foreclosure fees and costs or any payments received or advances made after that date.

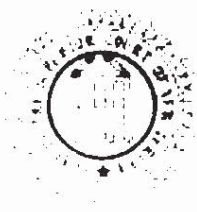

2. The debt described in the complaint attached hereto and evidenced by the copy of the mortgage and note, will be assumed to be valid by the creditor's law firm, unless debtors, within thirty (30) days after receipt of this Notice, disputes, in writing, the validity of the debt or some portion thereof.

3. If the debtor notifies the creditor's law firm in writing within thirty (30) days of the receipt of this Notice, that the debt or any portion thereof, is disputed, the creditor's law firm will obtain verification of the debt and a copy of the verification will be mailed to the debtor by the creditor's law firm.

4. If the creditor who is named as plaintiff in the attached summons and complaint, is not the original creditor, and if the debtor makes written request to the creditor's law firm within thirty (30) days from the receipt of this Notice, the name and address of the original creditor will be mailed to the debtor by the creditor's law firm.

5. Written request should be addressed to ZUCKER, GOLDBERG & ACKERMAN, LLC, 200 Sheffield Street, Suite 101, P.O. Box 1024, Mountainside, New Jersey 07092-0024. Please refer to our file number, which is **XCZ-102962-R1**.

**THIS IS AN ATTEMPT TO COLLECT A DEBT.
ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

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:
SECTION A: TO BE COMPLETED BY ALL PARTIES		
CAPTION 21st Mortgage Corporation vs. Frank J. Reed III, et al.	COUNTY OF VENUE Burlington DOCKET NUMBER (When available)	
NAME OF FILING PARTY (e.g., John Doe, Plaintiff) 21st Mortgage Corporation, Plaintiff	DOCUMENT TYPE <input checked="" type="checkbox"/> COMPLAINT <input type="checkbox"/> ANSWER <input type="checkbox"/> OTHER	
ATTORNEY NAME (if applicable) Monika S. Pundalik, Esq. XCZ- 102962-R1	FIRM NAME (if applicable) Zucker, Goldberg & Ackerman, LLC	
MAILING ADDRESS 200 Sheffield Street, Suite 101 Mountainside, NJ 07092	TELEPHONE NUMBER (908) 233-8500	
SECTION B: TO BE COMPLETED BY PLAINTIFF TO INITIAL COMPLAINT		
FORECLOSURE CASE TYPE NUMBER <input type="checkbox"/> 088 IN PERSONAM TAX FORECLOSURE <input type="checkbox"/> 089 IN REM TAX FORECLOSURE <input checked="" type="checkbox"/> 0RF RESIDENTIAL MORTGAGE FORECLOSURE <input type="checkbox"/> 0CF COMMERCIAL MORTGAGE FORECLOSURE <input type="checkbox"/> 0CD CONDOMINIUM OR HOMEOWNER'S ASSOCIATION LIEN FORCLOSURE <input type="checkbox"/> 091 STRICT FORECLOSURE <input type="checkbox"/> 0FP OPTIONAL FORECLOSURE PROCEDURE (NO SALE)	IS THIS A HIGH RISK MORTGAGE PURSUANT TO P.L. 2009 c.84 AND P.L. 2008, c.127 <div style="text-align: center;">[] YES [X] NO</div> PURCHASE MONEY MORTGAGE? [X] YES [] NO RELATED PENDING CASE? [] YES [X] NO IF YES, LIST DOCKET NUMBERS:	
FULL PHYSICAL STREET ADDRESS OF PROPERTY: 817 Matlack Drive, Moorestown, NJ ZIP CODE: 08057 COUNTY: Burlington	MUNICIPALITY CODE (*) 0322 MUNICIPAL BLOCK: 3803 (LOTS): 2	
ALL FILING PARTIES MUST SIGN AND PRINT NAME(S) AND DATE THE FORM BELOW		
I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with Rule 1:38-7(b).		
ATTORNEY/SELF REPRESENTED SIGNATURE 	PRINT ATTORNEY/SELF REPRESENTED NAME Monika S. Pundalik, Esq.	DATE February 26, 2014

MONIKA S. PUNDALIK
MP 006542003

XCZ-102962-R1/bga
ZUCKER, GOLDBERG & ACKERMAN, LLC
Attorneys for Plaintiff
200 Sheffield Street, Suite 101
Mountainside, NJ 07092-0024
1-908-233-8500

21st Mortgage Corporation

Plaintiff,

vs.

Frank J. Reed III, his/her heirs, devisees, and personal
representatives, and his, her, their or any of their
successors in right, title and interest; et al.

Defendant(s)

: SUPERIOR COURT OF NEW JERSEY
: CHANCERY DIVISION
: BURLINGTON COUNTY
: DOCKET NO.

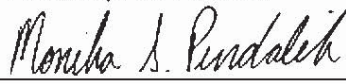
Civil Action

RULE 4:5-1 CERTIFICATION

Monika S. Pundalik, Esq., hereby certifies that:

1. I am an attorney licensed to practice in the state of New Jersey and an attorney with the law firm of Zucker, Goldberg & Ackerman, L.L.C. I make this certification pursuant to the Rules of Court and in support of the complaint filed in this matter.
2. To the best of my knowledge and belief, the matter in controversy is not the subject of any other action or arbitration proceeding pending or contemplated.
3. To the best of my knowledge and belief there are no other non-parties that need to be joined at this time.
4. I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

ZUCKER, GOLDBERG & ACKERMAN, LLC
Attorneys for Plaintiff

By: 

MONIKA S. PUNDALIK, ESQ.
FOR THE FIRM

Dated: February 26, 2014

MICHAEL S. ACKERMAN
MSA 011191976

XCZ-102962-R1/alel
ZUCKER, GOLDBERG & ACKERMAN, LLC
Attorneys for Plaintiff
200 Sheffield Street, Suite 101
Mountainside, NJ 07092-0024
1-908-233-8500

21st Mortgage Corporation	:	SUPERIOR COURT OF NEW JERSEY
	:	CHANCERY DIVISION
	:	BURLINGTON COUNTY
Plaintiff,	:	GENERAL EQUITY
vs.	:	
	:	DOCKET NO.
Frank J. Reed III; et al	:	
	:	<u>Civil Action</u>
Defendant.	:	
	:	CERTIFICATION OF DILIGENT
	:	INQUIRY TO BE ANNEXED TO
	:	RESIDENTIAL MORTGAGE
	:	FORECLOSURE COMPLAINT
	:	PURSUANT TO RULE 1:5-6(c)(1)(E) AND
	:	RULES 4:6-1(a)(2) AND (a)(3)

Michael S. Ackerman, Esq. of full age, hereby certifies and says:

1. On March 3, 2014, I communicated electronically with the following named employee(s) of 21st Mortgage Corporation, who stated that he/she personally reviewed the complaint to be filed with the court and that he/she confirmed compliance with *Rule* 4:64-1(b)(1) through (b)(10) and (b)(12) through (b)(13).

2. The name, title and responsibilities of the plaintiff's employee(s) with whom I communicated are:

Name of plaintiff's employee:

Ryan Shelly

Title of plaintiff's employee:

Legal Coordinator

Responsibilities of plaintiff's employee:

Foreclosure Review

3. Based on my communication with the above-named employee(s) of plaintiff, as well as my own inspection of the loan information supplied by plaintiff and other diligent inquiry, I executed this certification to comply with the requirements of Rules 1:4-8(a), 1:5-6(c)(1)(E), and 4:64-1(a)(2) and (a)(3).

4. I am aware that I have a continuing obligation under Rule 1:4-8 to amend this certification if a reasonable opportunity for further investigation or discovery indicates insufficient evidentiary support for any factual assertions proffered by plaintiff in any court filings or documents in this case.

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

Dated: March 3, 2014

ZUCKER, GOLDBERG & ACKERMAN, LLC

By: _____



MICHAEL S. ACKERMAN, ESQ.

MONIKA S. PUNDALIK
MP 006542003

XCZ-102962-R1/bga
ZUCKER, GOLDBERG & ACKERMAN, LLC
Attorneys for Plaintiff
200 Sheffield Street, Suite 101
Mountainside, NJ 07092-0024
1-908-233-8500

21st Mortgage Corporation

Plaintiff,

vs.

Frank J. Reed III, his/her heirs, devisees, and personal
representatives, and his, her, their or any of their
successors in right, title and interest; et al.

Defendant(s)

: SUPERIOR COURT OF NEW JERSEY
: CHANCERY DIVISION
: BURLINGTON COUNTY
: DOCKET NO.

Civil Action

RULE 4:64-1 CERTIFICATION

Monika S. Pundalik, Esq., hereby certifies that:

1. I am an attorney licensed to practice in the state of New Jersey and an attorney with the law firm of Zucker, Goldberg & Ackerman, L.L.C. I make this certification pursuant to the Rules of Court and in support of the complaint filed in this matter.
2. Prior to the filing of this Complaint, a title search of the public record was received and reviewed.
3. I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

ZUCKER, GOLDBERG & ACKERMAN, LLC
Attorneys for Plaintiff

By: Monika S. Pundalik
MONIKA S. PUNDALIK, ESQ.
FOR THE FIRM

Dated: February 26, 2014

MONIKA S. PUNDALIK
MP 006542003

XCZ-102962-R1/bga
ZUCKER, GOLDBERG & ACKERMAN, LLC
Attorneys for Plaintiff
200 Sheffield Street, Suite 101
Mountainside, NJ 07092-0024
1-908-233-8500

21st Mortgage Corporation

Plaintiff,

vs.

Frank J. Reed III, his/her heirs, devisees, and personal
representatives, and his, her, their or any of their
successors in right, title and interest; et al.

Defendant(s)

: SUPERIOR COURT OF NEW JERSEY
: CHANCERY DIVISION
: BURLINGTON COUNTY
: DOCKET NO.

Civil Action

RULE 1:38-7(c) CERTIFICATION

Monika S. Pundalik, Esq., hereby certifies that:

1. I am an attorney licensed to practice in the state of New Jersey and an attorney with the law firm of Zucker, Goldberg & Ackerman, L.L.C. I make this certification pursuant to the Rules of Court and in support of the complaint filed in this matter.
2. I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from documents submitted in the future in accordance with Rule 1:38-7(c).
3. I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

ZUCKER, GOLDBERG & ACKERMAN, LLC
Attorneys for Plaintiff

By:



MONIKA S. PUNDALIK, ESQ.
FOR THE FIRM

Dated: February 26, 2014

Exhibit VV

SUPERIOR COURT
BURLINGTON COUNTY
2014 APR 15 PM 2:16

Appendix XII-B2

Print Form

Clear Form



**FORECLOSURE
CASE INFORMATION STATEMENT
(FCIS)**

Use for initial Chancery Division — General Equity
foreclosure pleadings (not motions) under Rule 4:5-1.
Pleading will be rejected for filing, under Rule 1:5-8(c),
if information is not furnished or if attorney's signature
is not affixed.

FOR USE BY CLERK'S OFFICE ONLY

PAYMENT TYPE: ☒ CK ☐ CG ☐ CA ☐ MO

RECEIPT NO. 315

AMOUNT: \$135

OVERPAYMENT:

BATCH NUMBER: 204

BATCH DATE: 4-15-14

SECTION A: TO BE COMPLETED BY ALL PARTIES

CAPTION

21st Mortgage Corporation, Plaintiff v.
Frank Reed, et al, Defendant-Third Party Plaintiff v.
Zucker, Goldber & Ackerman, Third Party Defendant

COUNTY OF VENUE

Burlington ☒

DOCKET NUMBER (when available)

F-008034-14

NAME(S) OF FILING PARTY(IES) (e.g. John Doe, Plaintiff)

Frank Reed

DOCUMENT TYPE

☐ COMPLAINT ☒ ANSWER ☐ OTHER

ATTORNEY NAME (IF APPLICABLE)

FIRM NAME (IF APPLICABLE)

MAILING ADDRESS

817 Mallack Drive Moorestown, NJ 08057

DAYTIME TELEPHONE NUMBER

(856) 956-6950

SECTION B: TO BE COMPLETED BY PLAINTIFF TO INITIAL COMPLAINT

FORECLOSURE CASE TYPE NUMBER

- ☐ 088 IN PERSONAM TAX FORECLOSURE
☐ 089 IN REM TAX FORECLOSURE
☒ 0RF RESIDENTIAL MORTGAGE FORECLOSURE
☐ 0CF COMMERCIAL MORTGAGE FORECLOSURE
☐ 0CD CONDOMINIUM OR HOMEOWNER'S ASSOCIATION
LIEN FORECLOSURE
☐ 091 STRICT FORECLOSURE
☐ 0FP OPTIONAL FORECLOSURE PROCEDURE (NO SALE)
☐ 0TS TIME SHARE FORECLOSURE

IS THIS A HIGH RISK MORTGAGE PURSUANT
TO P.L.2009,C.84 AND P.L.2008,C.127 ☒ YES ☐ NO

PURCHASE MONEY MORTGAGE ☒ YES ☐ NO

RELATED PENDING CASE ☐ YES ☒ NO
IF YES, LIST DOCKET NUMBERS:

FULL PHYSICAL STREET ADDRESS OF PROPERTY:

817 Mallack Drive
Moorestown, NJ

MUNICIPALITY CODE (*) 0322

MUNICIPAL BLOCK: 3803

ZIP CODE 08057

COUNTY: Burlington

☒ (LOTS) 2

ALL FILING PARTIES MUST SIGN AND PRINT NAMES(S) AND DATE THE FORM BELOW

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be
redacted from all documents submitted in the future in accordance with Rule 1:38-7(b).

ATTORNEY / SELF REPRESENTED SIGNATURE

PRINT ATTORNEY / SELF REPRESENTED NAME

DATE

Frank Reed

04/15/2014

The Municipality Codes can be found at http://www.judiciary.state.nj.us/forms/11343_municodes.pdf

CONTESTED

Frank Reed
817 Matlack Drive
Moorestown, NJ 08057
Telephone: (856) 956-6950
Defendant, Pro Se

SUPERIOR COURT
BURLINGTON COUNTY

2014 APR 15 PM 2:16

RECEIVED
BY: 005

_____	:	SUPERIOR COURT OF NEW JERSEY
	:	CHANCERY DIVISION
21 st Mortgage Corporation,	:	
	:	BURLINGTON COUNTY
Plaintiff,	:	
	:	Docket No: F- 008034-14
v.	:	
	:	CIVIL ACTION
Frank Reed, et. al,	:	
	:	CONTESTING ANSWER,
Defendant-	:	AFFIRMATIVE DEFENSES,
Third-Party Plaintiff	:	COUNTERCLAIMS, AND THIRD
	:	PARTY COMPLAINTS
v.	:	
	:	
Zucker, Goldberg & Ackerman, LLC	:	
	:	
Third-Party Defendant	:	

Defendant, Frank Reed, residing at 817 Matlack Drive Moorestown, NJ 08057, by way of Answer to the Complaint, says:

FIRST COUNT

1. Defendant admits that Defendant executed a Note; as to the rest, Defendant neither admits nor denies, leaving Plaintiff to its proofs for the allegations made in Paragraph 1 of the Complaint.

2. Defendant admits that Defendant executed a document purporting to be a Mortgage; as to the rest, Defendant neither admits nor denies, leaving Plaintiff to its proofs as alleged in Paragraph 2 of the Complaint.

3. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegation contained in Paragraph 3 of the Complaint.

4. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegation contained in Paragraph 4 of the Complaint.

5. Defendant denies that Plaintiff is entitled to enforce the note and its associated mortgage under applicable law as alleged in Paragraph 5 of the Complaint.

6. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegation contained in Paragraph 6 of the complaint.

7. Defendant denies the allegation made in paragraph 7 of the complaint.

8. Defendant denies that plaintiff has the right to accelerate and demand as due, the amounts alleged by Plaintiff in paragraph 8 of the complaint.

9. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegation contained in Paragraph 9 of the complaint.

10. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegation contained in Paragraph 10 of the Complaint.

11. Plaintiff admits admits that the allegation in paragraph 11 of the Complaint is true.

12. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegation contained in Paragraph 12 of the Complaint.

13. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegation contained in Paragraph 13 of the Complaint.

14. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegation contained in Paragraph 14 of the Complaint.

15. To the extent that the allegation contained in Paragraph 15 of the Complaint sets forth a legal conclusion, no response is required; to the extent a response is required, Defendant denies allegations contained in Paragraph 15 of the Complaint. Defendant also asserts that Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining parts of the.

16. Defendant denies Plaintiff's assertions contained within Paragraph 16 of the Complaint.

WHEREFORE, Defendant demands entry of judgment as follows:

- a. Dismissing the First Count of the Complaint;
- b. Awarding attorney's fees and cost of suit; and
- c. Granting such other relief as the Court deems just and proper.

SECOND COUNT

1. Defendant hereby repeats re-alleges, and incorporates all the denials and statements set forth in response to the First Count of the Complaint, as set forth herein at length.

2. To the extent that the allegation contained in Paragraph 2 of the Second Count of the Complaint sets forth a legal conclusion, no response is required; to the extent a response is required, Defendant denies allegations contained in Paragraph 2 of the Second Count of the Complaint.

3. To the extent that the allegation contained in Paragraph 3 of the Second Count of the Complaint sets forth a legal conclusion, no response is required; to the extent a response is required, Defendant denies in part and admits in part allegations contained in Paragraph 3 of the Second Count of the Complaint.

WHEREFORE, Defendant demands entry of judgment as follows:

- a. Dismissing the Second Count of the Complaint;
- b. Awarding attorney's fees and cost of suit; and
- c. Granting such other relief as the Court deems just and proper.

AFFIRMATIVE DEFENSES

1. Plaintiff failed to serve Defendant with a proper Notice of Intent to Foreclose, by registered or certified mail, return receipt requested at least thirty (30) days in advance of the filing of the Complaint.

2. To the extent that a Notice of Intent to Foreclose was served upon Defendants, that Notice did not comply with the requirements of the Fair Foreclosure Act

as enumerated in N.J.S.A. 2A:50-56(c) and P.L.2009, C.84 and P.L.2008, C.127.

3. In May of 2008, Plaintiff's Predecessor In Interest and Plaintiff's legal counsel, (then counsel to Plaintiff's Predecessor In Interest), filed a foreclosure action against Defendant.

4. In March of 2009 the foreclosure action was found to be in violation of New Jersey foreclosure law by this Court and it was dismissed.

5. The May 2008 foreclosure filed by Plaintiff's Predecessor In Interest and Plaintiff's legal counsel, (then counsel to Plaintiff's Predecessor In Interest) that was found to be impermissible by this Court and which was dismissed by this Court in March 2009, interfered with and / or hindered Defendant's satisfaction of his obligations to Plaintiff.

6. Additionally Plaintiff, Plaintiff's Predecessor In Interest and Plaintiff's legal counsel, (then counsel to Plaintiff's Predecessor In Interest), wrongfully caused and/or permitted the recorded lis pendens associated with the dismissed Foreclosure action to remain active and filed against Defendant's title.

7. The actions of Plaintiff, Plaintiff's Predecessor In Interest and Plaintiff's legal counsel, (then counsel to Plaintiff's Predecessor in Interest), which interfered with and / or hindered Defendant's ability to satisfy the obligations to Plaintiff's Predecessor In Interest have relieved Defendant of its obligations under the contracts between the parties, i.e. the Note and related Mortgage as a Matter of Law.

8. The actions of Plaintiff's Predecessor In Interest and Plaintiff's legal counsel, (then counsel to Plaintiff's Predecessor in Interest), which interfered with and / or hindered Defendant's ability to satisfy the obligations to Plaintiff's Predecessor In Interest also substantially interfered with Defendant's property rights.

9. Plaintiff would be unjustly enriched if it were to exercise rights no longer in existence as per Paragraph 7, immediately above. Also, Plaintiff would be unjustly

enriched from Plaintiff's and Plaintiff's Predecessor In Interest's interference in Defendant's property rights as indicated in Paragraph 8, immediately above. To prevent such, a Constructive Trust exists over the property subject of this foreclosure action, with Defendant as the trust's sole beneficiary to the exclusion of Plaintiff.

10. Plaintiff's complaint alleges damages which are actually the result of acts or omissions committed by non-parties to this action over whom the Defendant has no responsibility or control. In particular, Plaintiff's Predecessor In Interest and Counsel to Plaintiff's Predecessor In Interest.

11. Plaintiff and Plaintiff's Predecessor In Interest failed to exercise their statutory, contractual and/or equitable rights in a timely fashion and specifically took no action when Defendant initiated New Jersey Law Division litigation against Plaintiff and as such should be barred from foreclosing due to Laches and Waiver.

12. Plaintiff and Plaintiff's Predecessor In Interest failed to exercise their statutory, contractual and/or equitable rights in a timely fashion and specifically took no action when Defendant initiated New Jersey Law Division litigation against Plaintiff. Defendant reasonably relied on Plaintiff's and Plaintiff's Predecessor In Interest's acts, lack of acts and silence. Additionally, Defendant changed his position for the worse in such reliance. Therefore, Plaintiff should be barred from foreclosing due to the doctrine of Equitable Estoppel or Estoppel in Pais.

13. Plaintiff is not the equitable owner of the note on which the mortgage and the foreclosure is based. Plaintiff is under contract to sell the note. Plaintiff has instead chosen to opportunistically breach the contract to sell the note. However, without equitable title to the note, Plaintiff lacks standing and/or the real party in interest empowered to bring this Foreclosure action and/or would be unjustly enriched by its wrongful act. Therefore Plaintiff should be barred from prosecuting this Foreclosure action.

14. Plaintiff's bad faith and opportunistic breach indicated in Paragraph 13 immediately above, results in Plaintiff having unclean hands. As a result, Plaintiff lacks standing in this Court, a court of Equity, to bring this Foreclosure litigation.

15. Plaintiff was assigned the note for further collection action by its immediate Predecessor In Interest, Ocwen. Ocwen, noticed Defendant of its attempt to collect under the note and mortgage pursuant to the Fair Debt Collection Practices Act and Defendant responded per the Fair Debt Collection Practices Act, staying all collection activity until Ocwen's Federally required respond per the Fair Debt Collection Practices Act. However, Ocwen, in direct violation of the Fair Debt Collection Practices Act failed to respond and instead assigned the debt to Plaintiff for further collection. Therefore, the transfer is void ab initio, Plaintiff does not own the note and Plaintiff lacks standing to bring this Foreclosure action.

16. The alleged note and mortgage are void and unenforceable and Plaintiff's claim is barred because the mortgage was procured by fraud and/or any alleged loss to the Plaintiff is cause by the fraud of the Plaintiff, Plaintiff's Predecessor In Interest and/or the fraud of third parties over which the Defendant has no control.

17. Counsel to Plaintiff and Plaintiff's Predecessor In Interest, and Plaintiff committed Fraud on the Court when they knew or constructively had knowledge that they falsely represented that they had complied with all the statutory requirements necessary as conditions precedent to perfect their right to institute the 2008 Foreclosure Litigation.

RESERVATION OF DEFENSES

Defendants reserve the right to add additional affirmative defenses as are made known during the course of discovery.

COUNTERCLAIMS

FIRST COUNT

(Consumer Fraud and Predatory Practices)

1. Defendant repeats and realleges all paragraphs above as if fully set forth herein.
 2. Plaintiff or Plaintiff's predecessor in interest engaged in unconscionable commercial practices, deception, fraud, false pretense, false promise and/or misrepresentations with regard to the subject mortgage.
 3. Alternatively, or in addition, Plaintiff or Plaintiff's predecessor in interest engaged in acts of omission, including but not limited to knowing concealment, suppression and omissions of material facts in connection with the subject mortgage.
 4. Specifically, Plaintiff knew or should have known that Defendant would be unable to afford the loan at issue and did not have the necessary income to afford the loan at issue after Plaintiff's Predecessor In Interest interfered with Defendant's property rights.
 6. The foregoing acts of Plaintiff constitute violations of New Jersey's Consumer Fraud Act, N.J.S.A. 56:8-2 at seq., as a result of which Defendant suffered an ascertainable loss.
 7. The foregoing acts, and other acts by Plaintiff in connection with the subject loan, constituted prohibited practices under the New Jersey Home Ownership and Security Act of 2002 and other New Jersey laws prohibiting predatory loans and practices.
- WHEREFORE, Defendant seeks judgment against Plaintiff as follows:
- A. Declaratory and injunctive relief declaring the mortgage void and unenforceable;
 - B. Declaratory and injunctive relief rescinding and/or reforming the mortgage;
 - C. Awarding actual damages;
 - D. Awarding treble damages;
 - E. Awarding costs and attorney's fees; and

F. Granting such other relief as the court deems just and equitable.

**SECOND COUNT
(Negligence)**

1. Defendant repeats and realleges all paragraphs above as if fully set forth herein.

2. In May of 2008, Plaintiff's Predecessor In Interest and Plaintiff's legal counsel, (then counsel to Plaintiff's Predecessor In Interest), filed a foreclosure action against Defendant.

3. In March of 2009 the foreclosure action was found to be in violation of New Jersey foreclosure law by this Court and it was dismissed.

4. The May 2008 foreclosure filed by Plaintiff's Predecessor In Interest and Plaintiff's legal counsel, (then counsel to Plaintiff's Predecessor In Interest) that was found to be impermissible by this Court and which was dismissed by this Court in March 2009, wrongfully and substantially interfered with Defendant's property rights; interfering with Defendant's proper use his assets to earn his normal income and satisfy his obligations to Plaintiff and others.

5. The results of the actions of Plaintiff's Predecessor In Interest and Plaintiff's legal counsel, (then counsel to Plaintiff's Predecessor in Interest), which wrongfully and substantially interfered with Defendant's property rights - interfering with Defendant's proper use of his assets to earn his normal income and satisfy his obligations to Plaintiff and others – were foreseeable and as such, both Plaintiff's Predecessor In Interest and Plaintiff's Counsel had a duty to safeguard against such harm.

6. Plaintiff's Predecessor In Interest and Plaintiff's Counsel negligently violated their duty to Defendant proximately causing Defendant property damage in excess of \$3.9 million.

WHEREFORE, Defendants seek judgment as follows:

- A. Declaratory and injunctive relief voiding the mortgage;
- B. Awarding actual damages;
- C. Awarding attorney's fees and costs; and
- D. Granting such other relief as the court deems just and equitable.

THIRD COUNT
(Breach of Contract and Good Faith and Fair Dealing)

1. Defendant repeats and realleges all paragraphs above as if fully set forth herein.
2. Plaintiff, Plaintiff's Predecessor In Interest and Plaintiff's Agent, (Counsel to Plaintiff and Plaintiff's Predecessor In Interest), had an affirmative obligation under the contract to not interfere with the Defendant's performance under the contract.
3. The actions of Plaintiff's Predecessor in Interest and Plaintiff's Agent, (Counsel to Plaintiff and Plaintiff's Predecessor In Interest), were wrongful and in breach of both the explicit language of the contract and the implicit covenant of Good Faith and Fair Dealing embodied in every lawful contract.
4. Plaintiff's Predecessor In Interest and Plaintiff's Counsel violated their duty to Defendant causing Defendant property damage in excess of \$3.9 million.

WHEREFORE, Defendants seek judgment as follows:

- A. Declaratory and injunctive relief voiding the mortgage;
- B. Awarding actual damages;
- C. Awarding attorney's fees and costs; and
- D. Granting such other relief as the court deems just and equitable.

FOURTH COUNT
(Conversion)

1. Defendant repeats and realleges all paragraphs above as if fully set forth herein.

2. Plaintiff is wrongfully in possession of a lien on Defendant's property and is attempting to fully convert this property via this Foreclosure action.

WHEREFORE, Defendants seek judgment as follows:

- A. Declaratory and injunctive relief voiding the mortgage;
- B. Awarding actual damages;
- C. Awarding attorney's fees and costs; and
- D. Granting such other relief as the court deems just and equitable.

FIFTH COUNT
(Unjust Enrichment and Constructive Trust)

1. Defendant repeats and realleges all paragraphs above as if fully set forth herein.

2. Plaintiff is wrongfully in possession of a lien on Defendant's property and is attempting to fully convert this property via this Foreclosure action.

3. The imposition of a Constructive Trust is the appropriate remedy to be employed to redress Plaintiff's wrongful possession of Defendant's property rights.

WHEREFORE, Defendants seek judgment as follows:

- A. Declaratory and injunctive relief voiding the mortgage;
- B. Awarding actual damages;
- C. Awarding attorney's fees and costs; and
- D. Granting such other relief as the court deems just and equitable such as a constructive trust.

SIXTH COUNT
(Breach of Contract to Sell Note and Attempted Conversion)

1. Defendant repeats and realleges all paragraphs above as if fully set forth herein.

2. During the month of December 2013, Plaintiff entered into an oral contract to

sell to Defendant the note, subject of this Foreclosure.

3. Defendant had offered to buy the note for \$400,000, but Plaintiff refused the offer and instead counteroffered to sell the note a firm price not to exceed the "value of the note's underlying asset" – the property subject of this Foreclosure.

4. Plaintiff proposed and Defendant accepted that an appraiser hired by Plaintiff would be employed to set the value of the property and thus the top price for the note.

5. However, Plaintiff has opportunistically breached its agreed to the sale of the note when it came to believe that the property would be worth more than the Plaintiff's own valuation vis-à-vis its appraiser.

6. Plaintiff is attempting to wrongfully convert Defendant's Note and rights to the underlying asset – the property subject of this foreclosure - to its own use. This is an intentional tort committed by Plaintiff and is being done with willful and wanton disregard for the property rights of the Defendant and/or with actual malice.

7. Defendant will be deprived of both no cost housing for 24 to 30 months and estimated profit of \$439,000 from Plaintiff's opportunistic breach of the contract.

WHEREFORE, Defendants seek judgment as follows:

- A. Awarding actual damages;
- B. Punitive Damages;
- B. Awarding attorney's fees and costs; and
- D. Granting such other relief as the court deems just and equitable such as a constructive trust.

SEVENTH COUNT
(Equitable Estoppel – Attempted Conversion of Note and Secured Property)

1. Defendant repeats and realleges all paragraphs above as if fully set forth herein.

2. During the month of December 2013, Plaintiff entered into an agreement to

sell to Defendant the note, subject of this Foreclosure.

3. Defendant had offered to buy the note for \$400,000, but Plaintiff refused the offer and instead counteroffered to sell the note a firm price not to exceed the "value of the note's underlying asset" – the property subject of this Foreclosure.

4. Plaintiff proposed and Defendant accepted that an appraiser hired by Plaintiff would be employed to set the value of the property and thus the top price for the note.

5. However, Plaintiff has failed to honor its agreement with Defendant to sell the note when it came to believe that the property would be worth more than the Plaintiff's own valuation vis-à-vis its appraiser.

6. Plaintiff is attempting to wrongfully convert Defendant's Note and rights to the underlying asset – the property subject of this foreclosure - to its own use. This is an intentional tort committed by Plaintiff and is being done with willful and wanton disregard for the property rights of the Defendant and/or with actual malice.

7. Defendant reasonably relied on Plaintiff's assertions that it would sell Defendant the note on the property which is subject to this Foreclosure.

8. Defendant relied on Plaintiff's assertions to Defendant's substantial detriment, harming business relationships, losing profits otherwise gained on alternative projects and beneficial housing.

8. Defendant will be deprived of both no cost housing for 24 to 30 months and estimated profit of \$439,000 from Plaintiff's opportunistic breach of the contract.

WHEREFORE, Defendants seek judgment as follows:

- A. Awarding actual damages;
- B. Punitive Damages;
- B. Awarding attorney's fees and costs; and
- D. Granting such other relief as the court deems just and equitable such as a constructive trust.

**EIGHT COUNT
(Violation of the FDCPA)**

1. Defendant repeats and realleges all paragraphs above as if fully set forth herein.
2. Defendant asserts that Plaintiff is aware or should be aware that it is in wrongful possession of the note, as its assignment from Plaintiff's immediate Predecessor In Interest was done in violation of the Fair Debt Collection Practices Act, in furtherance of collection action which is statutorily stayed.
3. Plaintiff's actions have substantially interfered with Defendant's property rights.
4. Plaintiff's actions have caused significant emotional damages severely exacerbating Defendant's existing serious cardiac condition.

WHEREFORE, Defendants seek judgment as follows:

- A. Awarding actual damages;
- B. Treble Damages;
- B. Awarding attorney's fees and costs; and
- D. Granting such other relief as the court deems just and equitable.

**NINTH COUNT
(Slander of Title)**

1. Defendant repeats and realleges all paragraphs above as if fully set forth herein.
2. Additionally, Plaintiff and/ or Plaintiff's predecessor In Interest caused the lis pendens associated with its 2008 Foreclosure action to remain active on Defendant's title for several years AFTER the lis pendens' associated litigation was long dismissed.

WHEREFORE, Defendants seek judgment as follows:

- A. Awarding actual damages;

B. Punitive Damages;

B. Awarding attorney's fees and costs; and

D. Granting such other relief as the court deems just and equitable such as a constructive trust.

**TENTH COUNT
(Malicious Prosecution)**

1. Defendant repeats and realleges all paragraphs above as if fully set forth herein.

2. Plaintiff and Plaintiff's Predecessor In Interest are sophisticated national servicers of mortgages with highly skilled and knowledgeable staff and agents in their employ.

3. Plaintiff's Predecessor In Interest knew or should have known that its right to institute litigation against Defendant in the 2008 Foreclosure action was not perfected at the time of its filing, as there are multiple conditions precedent that must be present and/or occur BEFORE there coalesces a reasonable or probable cause for instituting the civil action against the Defendant.

WHEREFORE, Defendants seek judgment as follows:

A. Awarding actual damages;

B. Punitive Damages;

B. Awarding attorney's fees and costs; and

D. Granting such other relief as the court deems just and equitable such as a constructive trust.

**ELEVENTH COUNT
(Fraud on the Court)**

1. Defendant repeats and realleges all paragraphs above as if fully set forth herein.

2. Plaintiff and Plaintiff's Predecessor In Interest are sophisticated national

servicers of mortgages with highly skilled and knowledgeable staff and agents in their employ.

3. As the this Court eventually discovered, Plaintiff's Predecessor In Interest knew or constructively knew that its bald assertions that it complied with all relevant statutes necessary as conditions precedent to perfecting its right to institute litigation against Defendant in the 2008 Foreclosure action were not true.

4. This fraudulent misrepresentation caused Defendant over \$3.9 million dollars in actual harm as well as harm from emotional distress.

WHEREFORE, Defendants seek judgment as follows:

- A. Awarding actual damages;
- B. Punitive Damages;
- B. Awarding attorney's fees and costs; and
- D. Granting such other relief as the court deems just and equitable such as a constructive trust.
- E. Awarding damages for emotional distress.

**TWELFTH COUNT
(Action to Quiet Title)**

1. Defendant repeats and realleges all paragraphs above as if fully set forth herein.

2. As stated and alleged in detail herein, Plaintiff has wrongfully gained or has wrongfully retained the barest legal title to the note and mortgage on the property subject to this Foreclosure, COMMONLY known as 817 Matlack Drive Moorestown, NJ 08057 and BEING alsoknown as Lot2, Block 3803 on the tax map of the Township of Moorestown, Burlington County, New Jersey.

3. Equitable title rests with the Defendant pursuant to the varied factual, legal and equitable reasons detailed herein.

WHEREFORE, Defendants seek judgment as follows:

- A. Granting declaratory relief vesting title in the note and/or property with Defendant;
- B. Awarding attorney's fees and costs; and
- D. Granting such other relief as the court deems just and equitable.

THIRD-PARTY COMPLAINT

Defendant-Third-Party Plaintiff, Frank Reed, by way of Third-Party
Complaint against Third-Party Defendant, Zucker, Goldberg and Ackerman, LLC says:

**FIRST COUNT
(Negligence)**

1. Defendant repeats and realleges all paragraphs above as if fully set forth herein.
2. In May of 2008, Plaintiff's Predecessor In Interest and Plaintiff's legal counsel, (then counsel to Plaintiff's Predecessor In Interest), filed a foreclosure action against Defendant.
3. In March of 2009 the foreclosure action was found to be in violation of New Jersey foreclosure law by this Court and it was dismissed.
4. The May 2008 foreclosure filed by Plaintiff's Predecessor In Interest and Plaintiff's legal counsel, (then counsel to Plaintiff's Predecessor In Interest) that was found to be impermissible by this Court and which was dismissed by this Court in March 2009, wrongfully and substantially interfered with Defendant's property rights; interfering with Defendant's proper use of his assets to earn his normal income and satisfy his obligations to Plaintiff and others.
5. The results of the actions of Plaintiff's Predecessor In Interest and Plaintiff's legal counsel, (then counsel to Plaintiff's Predecessor in Interest), which wrongfully and substantially interfered with Defendant's property rights - interfering with Defendant's proper use of his assets to earn his normal income and satisfy his obligations to Plaintiff

and others – were foreseeable and as such, both Plaintiff's Predecessor In Interest and Plaintiff's Counsel had a duty to safeguard against such harm.

6. Plaintiff's Predecessor In Interest and Plaintiff's Counsel negligently violated their duty to Defendant proximately causing Defendant property damage in excess of \$3.9 million.

WHEREFORE, Defendants seek judgment as follows:

- A. Declaratory and injunctive relief voiding the mortgage;
- B. Awarding actual damages;
- C. Awarding attorney's fees and costs; and
- D. Granting such other relief as the court deems just and equitable.

**SECOND COUNT
(Slander of Title)**

1. Defendant repeats and realleges all paragraphs above as if fully set forth herein.

2. As agent to Plaintiff and/ or Plaintiff's predecessor In Interest Plaintiff's Counsel caused the lis pendens associated with its 2008 Foreclosure action to remain active on Defendant's title for several years AFTER the lis pendens' associated litigation was long dismissed.

WHEREFORE, Defendants seek judgment as follows:

- A. Awarding actual damages;
- B. Punitive Damages;
- B. Awarding attorney's fees and costs; and
- D. Granting such other relief as the court deems just and equitable such as a constructive trust.

**THIRD COUNT
(FRAUD ON THE COURT)**

1. Defendant repeats and realleges all paragraphs above as if fully set forth

SUPERIOR COURT
MILLINGTON COUNTY

herein.

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2. Counsel to Plaintiff and Plaintiff's Predecessor In Interest is sophisticated large and notorious prosecutor of mortgage foreclosure actions, with highly skilled and knowledgeable staff and agents in their employ.

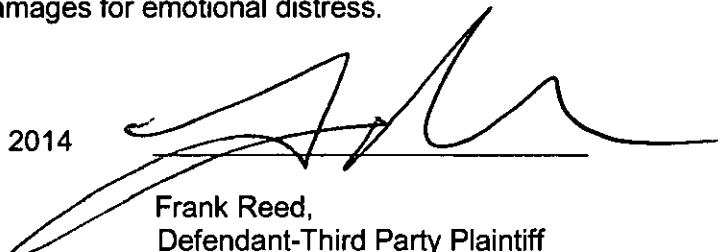
3. As the this Court eventually discovered, Counsel to Plaintiff and Plaintiff's Predecessor In Interest knew or constructively knew that its bald assertions that it complied with all relevant statutes necessary as conditions precedent to perfecting its right to institute litigation against Defendant in the 2008 Foreclosure action were not true.

4. This fraudulent misrepresentation caused Defendant over \$3.9 million dollars in actual harm as well as harm from emotional distress.

WHEREFORE, Defendants seek judgment as follows:

- A. Awarding actual damages;
- B. Punitive Damages;
- B. Awarding attorney's fees and costs; and
- D. Granting such other relief as the court deems just and equitable such as a constructive trust.
- E. Awarding damages for emotional distress.

Dated: April 15, 2014



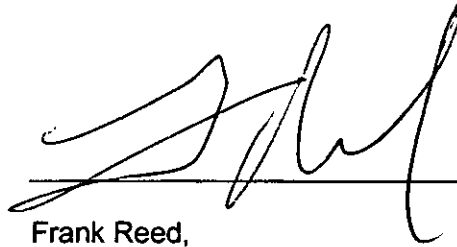
Frank Reed,
Defendant-Third Party Plaintiff
Pro Se

CERTIFICATION

Pursuant to New Jersey Court Rule 4:5-1, I hereby certifies that the matter in controversy is not the subject of any other action pending in any court and is likewise not the subject of any pending arbitration proceeding, to the best of my knowledge or belief. I further certify that I have no knowledge of any contemplated action or arbitration

proceeding regarding the subject matter of this action and that, other than the parties set forth in this pleading, I am not aware of any other parties who should be joined in this action. In addition, I recognize the continuing obligation of each party to file and serve on all parties and the court an amended certification if there is a change in the facts stated in this original certification.

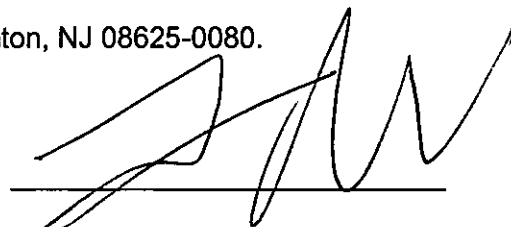
Dated: April 15, 2014


Frank Reed,
Defendant-Third Party Plaintiff
Pro Se

SERVICE UPON ATTORNEY GENERAL

Service of a copy of the Answer, Defenses, and Counterclaims in this matter is being made upon the Attorney General of the State of New Jersey, pursuant to the Consumer Fraud Act for the purpose of encouraging intervention, by mailing a copy of said complaint to Attorney General, Office of the Attorney General, Hughes Justice Complex, 25 W Market St., PO Box 080, Trenton, NJ 08625-0080.

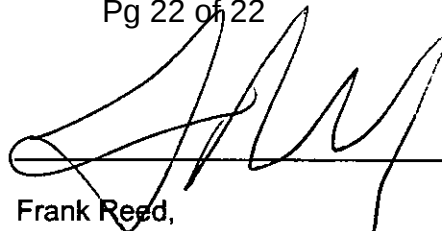
Dated: April 15, 2014


Frank Reed,
Defendant-Third Party Plaintiff
Pro Se

CERTIFICATION OF SERVICE

I hereby certify that on April 15, 2014, I caused to be mailed a copy of the Answer to Complaint with Affirmative Defenses and Counterclaims on behalf of Defendant to attorneys for Plaintiff, Zucker, Goldberg & Ackerman, LLC 200 Sheffield Street, Suite 101 Mountainside, NJ 07092.

Dated: April 15, 2014

A handwritten signature in black ink, appearing to read 'Frank Reed', is written over a horizontal line.

Frank Reed,
Defendant-Third Party Plaintiff
Pro Se

Exhibit YY

GMAC Mortgage

3451 Hammond Ave
P.O. Box 780
Waterloo, IA 50704-0780

08/01/08

FORECLOSURE REPAYMENT AGREEMENT

FRANK J REED

**817 MATLACK DRIVE
MOORESTOWN NJ 08057**

RE: Account Number 3576
 Property Address 817 MATLACK DRIVE
 MOORESTOWN NJ 08057

FRANK J REED ("Customer") and GMAC Mortgage, LLC ("Lender"), in consideration for the mutual covenants set forth in this Foreclosure Repayment Agreement (the "Agreement"), hereby agree as follows:

1. There is an outstanding debt to the Lender pursuant to a note and mortgage or deed of trust or equivalent security instrument (the "Mortgage") executed on 05/31/06, in the original principal amount of \$1000000.00.
2. The account is presently in default for non-payment to Lender of the 02/01/08 installment and all subsequent monthly payments due on the Mortgage for principal, interest, escrows and charges.
3. The amount necessary to cure the default is \$146817.72 plus such additional amounts that are presently due under the terms of the loan documents as of 08/01/08, and will increase until the default in the account is brought current.
4. Lender has instituted foreclosure proceedings against the property securing the Mortgage indebtedness, which proceedings will continue until the default(s) described herein is/are brought current under the terms of the Mortgage, or otherwise cured as provided for in this Agreement.
5. Notwithstanding the foregoing, Lender agrees to suspend but not terminate foreclosure activity on the default account, provided we receive the executed Agreement and we receive the initial installment in the amount of \$7000.00 no later than MONTHLY. This executed Agreement can be mailed or faxed to us at:

EXH
YY

08/01/08
Account Number 3576
Page Two

GMAC Mortgage, LLC
Attention: Default Payment Processor
3451 Hammond Avenue
Waterloo, IA 50702
Fax: 866-340-5043

6. Pursuant to your request you agree to pay the remainder of the default, \$, as indicated in the Payment Schedule enclosed and made a part hereof by reference. Customer understands that payments due under the Payment Schedule may include amounts due for real estate taxes and insurance, and the Payment Schedule amounts may, in such event, have to be increased, at the sole option of the Lender, if the items for such escrow purposes should increase during the duration of the Agreement.
7. All payments under this Agreement, including the regular monthly payments, shall be made in certified funds or cashier's check, shall include the account number on the Customer's check or on a written attachment to the check, and shall be sent to the following address:

GMAC Mortgage, LLC
Attention: Default Payment Processor
3451 Hammond Avenue
Waterloo, IA 50702

Additional methods of remitting payments under this agreement are:

- Money Gram using a Receive Code of 08/01/08
- Western Union using a Code City and State of

If payment is tendered in any other form, Lender may return the payment and invoke any remedies available under the loan documents and this Agreement.

8. In the event we do not receive timely payment called for under this Agreement, Lender may, without further notice to Customer, undertake or continue collection or foreclosure activities. In such event, any payments tendered under this Agreement shall be applied to the account in the manner specified in the Mortgage, and there will be no right to a refund of the tendered funds. In the event Lender chooses to accept any payment not in the full amount called for under this Agreement, such acceptance shall not be deemed a waiver of Lender's right to declare a default under this Agreement. Upon any default in meeting the terms of this Agreement, any such payments received under the terms of this Agreement shall be applied first against the default in the account, with the excess, if any, then applied according to the terms of the Mortgage. The parties expressly understand and agree time shall be of the essence as to the obligation under this Agreement.

08/01/08

Account Number

3576

Page Three

9. Customer understands and agrees that all other provisions, covenants and agreements set forth in the Mortgage shall remain in force and effect during the duration of this Agreement and thereafter, and this Agreement shall not constitute a modification or extension of the Mortgage.
10. If a notice of a new or subsequent bankruptcy is received during the duration of this Agreement, the Agreement will automatically be voided.
11. Acceptance of any payment hereunder shall not constitute a cure nor be deemed a waiver of the existing default, and in no manner shall such acceptance prejudice any rights of Lender to proceed with the Trustee Sale Action noticed in the Notice of Default, and shall not constitute a violation of California Code of Civil Procedure Section 726.580(a), 580(d) (the One Form of Action Rule), and shall not invalidate the Notice of Default. Customer expressly relinquishes and waives any rights, claims and defenses Customer may have under any of the Code of Civil Procedure Sections or under the Loan with regard to any whole or partial payments, whether current, past or future.
12. If any additional amounts are added to the loan to be collected that have not been addressed in this agreement, those amounts will need to be paid at the conclusion of this agreement.

Notice: This is an attempt to collect a debt, and any information obtained will be used for that purpose. If your debt has been discharged in bankruptcy, our rights are being exercised against the collateral for the above-referenced account, not as a personal liability.

If you have any additional questions, please contact us at 800-850-4622, extension .

Loss Mitigation Department
Loan Servicing

Enclosure

08/01/08
Account Number 3576
Page Four

*******CERTIFIED FUNDS ONLY*******

NOTE: There is no grace period during this Agreement. Pursuant to your request and in order to cure the default on this account, all payments must be received on or before the due date.

RECEIVED AND AGREED:

(Seal)
FRANK J REED
Customer

Date

Customer

Date

Upon receipt of the signed agreement, we as the Servicer will also execute to indicate our concurrence with this agreement.

Servicer

5:15

SIGN AND RETURN THIS PAGE ONLY

*******FAX TO 866-340-5043*******

Exhibit ZZ

Identifier:0601613576

Doc Type:LSMIT

08/01/08
Account Number 3576
Page Four

*Received
8/18/08
(mailed from 8/14/08)
GARC*

admitted

*****CERTIFIED FUNDS ONLY*****

NOTE: There is no grace period during this Agreement. Pursuant to your request and in order to cure the default on this account, all payments must be received on or before the due date.

RECEIVED AND AGREED:


FRANK J REED
Customer

(Seal)

8/18/08
Date

Customer

Date

Upon receipt of the signed agreement, we as the Servicer will also execute to indicate our concurrence with this agreement.


Servicer

5:15

SIGN AND RETURN THIS PAGE ONLY

*****FAX TO 866-340-5043*****

*EXH
22*

In Re:
RESIDENTIAL CAPITAL, LLC, et al.
Case No. 12-12020-mg

September 15, 2014

eScribers, LLC
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UNITED STATES BANKRUPTCY COURT

SOUTHERN DISTRICT OF NEW YORK

Case No. 12-12020-mg

- - - - -x

In the Matter of:

RESIDENTIAL CAPITAL, LLC, et al.,

Debtors.

- - - - -x

United States Bankruptcy Court

One Bowling Green

New York, New York

September 15, 2014

9:03 AM

B E F O R E:

HON. MARTIN GLENN

U.S. BANKRUPTCY JUDGE

1

2 (CC: Doc#7017) Trial re: ResCap Borrower Claims Trust's
3 Objection to Proofs of Claim Filed by Frank Reed and Christina
4 Reed.

5

6 Case Management/Scheduling Conference Regarding ResCap Borrower
7 Claims Trust's objection to the Matthews Claim.

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

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NORMAN S. ROSENBAUM, ESQ. (TELEPHONICALLY)

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LEGG LAW FIRM

Attorneys for Kevin J. Matthews

5500 Buckeystown Pike

Frederick, MD 21703

BY: PHILLIP R. ROBINSON, ESQ. (TELEPHONICALLY)

FRANK REED, Pro Se

1 P R O C E E D I N G S

2 THE COURT: Please be seated. All right, I have the
3 list of appearances of counsel and Mr. Reed, pro se.

4 Mr. Reed, do you wish to make an opening statement?
5 You don't have to, but you have the opportunity to make an
6 opening statement. The only thing you have to do is decide.

7 MR. REED: Yeah, yeah. I would like to, Your Honor.

8 THE COURT: Okay. And I know you have difficulty
9 standing and then sitting, so if you wish to, you can do so
10 from your seat.

11 MR. REED: Thank you, Your Honor. First I would like
12 to say I presented the Court with a motion and I would like the
13 Court to know that I'm willing to cede whatever time's
14 necessary --

15 THE COURT: You don't have to cede time. I haven't
16 read it before I took the bench, but I will read it and I
17 won't -- it's -- the deadline for filing things has already
18 come and gone, but I will read it and I won't take your time.
19 So go ahead.

20 MR. REED: As you know, we're here to discuss the
21 fruits of the claims that we have remaining, that I filed and
22 my wife had filed. The crux of those claims are the liability
23 would be stemming from the wrongful foreclosure -- what we
24 believe to be a wrongful foreclosure, "wrongful" meaning that
25 it should have not happened at that time, for a variety of

1 reasons, from standing to breaches of contract, common law, and
2 the reduction or interference with the ability to realize a
3 market value of the property 817 Matlack Drive in Moorestown,
4 New Jersey.

5 And to that end, I guess we're here to examine the
6 facts as I see them and I understand them, and for you to -- if
7 you find that there's been a wrongful act, then damage to be
8 estimated by you, from what I understand, the Rules and your
9 role in bankruptcy.

10 And I think that's what I have for an opening
11 statement.

12 THE COURT: Okay. Thank you, Mr. Reed.

13 Ms. Hager or -- who's going to -- are you going to be
14 speaking?

15 MS. HAGER: I am, Your Honor --

16 THE COURT: Okay.

17 MS. HAGER: -- yes. Barbara Hager with Reed Smith,
18 for the Borrower Claims Trust.

19 Your Honor, before I get started with my prepared
20 opening, it came to my attention, just prior to the start of
21 the hearing, that several of Mr. Reed's witnesses will not be
22 available today, specifically, Christy Donati, Evan Hendricks,
23 and Louise Carter. It's my understanding that Mr. Reed intends
24 to call them tomorrow, from what he said. My prior
25 understanding was that witnesses were to be made available for

1 the duration of the trial. Obviously, Your Honor ordered that
2 this would be a two-day trial, with each side having six hours.
3 But if his witnesses are going tomorrow, I'm not sure that
4 leaves us enough time.

5 Specifically in the order from July 22nd, Your Honor
6 ordered that each party would be responsible for having
7 witnesses present and ready to testify, without any gaps --
8 without any delays or gaps -- excuse me -- in testimony.

9 THE COURT: Mr. Reed?

10 MR. REED: Your Honor, I -- this is when I can get
11 them to come. I mean, Ms. --

12 THE COURT: Court doesn't work that way, Mr. Reed.
13 The Court doesn't work that way. I mean, it's not -- trials,
14 whether there're pro se parties or parties represented by
15 counsel -- the trial's supposed to be today; if necessary,
16 tomorrow. Ms. Hager has accurately quoted from the order I
17 enter in every case before trial, to make clear witnesses have
18 to be here and the parties are responsible for having them
19 here. Let's see where we get to today.

20 I will often accommodate parties usually when I know
21 in advance, and I ask opposing counsel to take witnesses out of
22 order. But once a trial starts, Mr. Reed, you put your
23 witnesses -- and you're the plaintiff, essentially; you're the
24 claimant. You put your witnesses on and, when you've run out
25 of witnesses, I ask whether you rest. And then the other side

1 puts their witnesses on and I ask whether they rest. That's
2 how trials are conducted.

3 Anything else, Ms. Hager?

4 MS. HAGER: Excuse me, Your Honor?

5 THE COURT: Is there anything else you want to raise
6 now? You want to give an opening statement?

7 MS. HAGER: I do want to give an opening statement.

8 THE COURT: Okay, go ahead.

9 MS. HAGER: No other preliminary issues, though, Your
10 Honor.

11 Your Honor, the claimant, Mr. Reed, along with his
12 wife, have argued entitlement to damages stemming from their
13 inability to sell or refinance their property at 817 Matlack
14 Drive. Not only can't they prove damages; the evidence will
15 show that the opposite is true, that throughout the process of
16 attempting to market the property, the claimants were paid at
17 least 472,500 dollars, and they recognized a savings in their
18 living expenses, of nearly 900,000 dollars; that was for
19 failing to pay on the mortgage since early 2008.

20 Now, the claimants have to prove three of their claims
21 by a preponderance of the evidence: negligence, breach of
22 contract, and the violation of the CFA. And the fourth, which
23 is for punitive damages, needs to be proven by clear and
24 convincing evidence. Based on the evidence that will be put on
25 at the trial, they won't be able to meet either of those

1 burdens.

2 Specifically, the claimants claim as damages several
3 categories; one is the interest which they presently owe to
4 their new servicer on the same mortgage, which is presently in
5 foreclosure. And according to the pre-trial submissions,
6 Mr. Reed would have the Court order that the Borrower Trust pay
7 that interest that is due on their loan, because, according to
8 them, but for the issues with the 2008 foreclosure, Mr. and
9 Mrs. Reed would have paid off that loan. And since the loan
10 wasn't paid off, they think that the Borrower Trust should be
11 responsible for paying their interest and ensuring their
12 free living for the last six and a half years.

13 In addition, they claim very nonspecific lost profits
14 from the sale or refinance, at an unknown point in time
15 essentially -- there's no real evidence, and I'll talk about
16 that in a little bit -- and the attorney's fees in connection
17 with the foreclosure, which the claimants argue they're
18 entitled to.

19 With respect to what I think are these speculative and
20 nonspecific damages resulting from their alleged
21 loan-application process, there will be no evidence put on that
22 the claimants ever applied for a loan, that they were ever
23 approved for a loan. There'll be no evidence of what the
24 theoretical terms of the loan would have been; no evidence of
25 what the actual cash proceeds would have been. The one

1 argument that you'll hear from Mr. Reed is that he would have
2 refinanced and taken the proceeds to do various things.
3 There's no evidence of what that dollar amount would have even
4 been; and specific to that, there's no evidence of the amount
5 of the liens that were on the property at the time, which would
6 have been instrumental in actually calculating the amount of
7 cash proceeds. And frankly, there's no real evidence as to
8 timing. There's nothing that shows when the actual application
9 was made, if it was in fact made. Whether they were approved
10 or denied, when and for what, is completely speculative.

11 In addition, you'll hear testimony about attempts of
12 the claimants to sell their property. However, there's no
13 actual evidence that they ever could have sold the property or
14 for what amount or when or, again, what the amount of the liens
15 were at the time, making it impossible to calculate -- even if
16 they're entitled to damages, making it impossible to calculate
17 what those might have been.

18 You'll hear testimony that, over time, the house was
19 on the market and the listing price was reduced five or six
20 times throughout that period of time, to reflect what was going
21 on in the market at the time. The reality is that it was a
22 declining market. Another reality is that there were two
23 agreements of sale: one with the Jacobs family, and another
24 with a man by the name of Mark Weaver, who also used another
25 name, Brett Cooper. Both of those agreements of sale were

1 entered into and agreed to by the Reeds; both of them fell
2 through for reasons that had nothing to do with the
3 foreclosure.

4 The amounts that the claimants argue -- or will argue
5 that should be paid by the Borrower Trust to their new servicer
6 have no legal basis. There's no reason -- and none has really
7 been put forth in any of the pleadings -- for holding the
8 Borrower Trust liable to pay the mortgage that the claimants
9 are obligated on, which, again, is no longer serviced by GMAC
10 but has a new servicer by the name of 21st Mortgage
11 Corporation. Mr. Reed signed the mortgage and the note, he
12 still lives in the house, he's been living for there free, yet
13 he wants the Borrower Trust to pay the interest over that
14 period of time.

15 And as to the attorney's fees, the invoices that were
16 supplied during discovery and will presumably be discussed
17 during the trial are not specific as to the work that was
18 performed. There's no evidence as to what work, if any, was
19 incurred in the foreclosure. And to the extent that any of the
20 amounts claimed by the attorneys has to do with Mr. Reed's
21 affirmative case, Reed v. GMAC, those should not be borne by
22 the Borrower Trust.

23 THE COURT: Why's that?

24 MS. HAGER: Well, his affirmative claim is separate
25 and apart from the foreclosure. And he had every opportunity

1 to bring the mortgage current, he had the ability to bring the
2 mortgage current; he chose not to. He chose instead to sue
3 GMAC. He litigated that case for years and then he withdrew
4 it. It didn't even come to a decision. There's no reason to
5 hold the Borrower Trust liable for any fees that he incurred in
6 a case that he didn't even bring to conclusion.

7 As far as the legal basis for the claims, I just spoke
8 a bit about damages because that seems to me to be such a huge
9 component of the case. But obviously, with respect to the
10 claims, each of those claims requires that the claimants be
11 able to prove damages. But in addition to that, with respect
12 to the breach-of-contract claim, that claim requires
13 performance by the party alleging breach. And here we have
14 some facts that are not contested. Mr. Reed does not contest
15 the fact that he didn't pay on the mortgage. He is perhaps not
16 specific as to the month but has admitted that early 2008 he
17 was not paying on the mortgage.

18 THE COURT: May I ask you this, Ms. Hager: did the
19 mortgage require that Mr. Reed be given a minimum of thirty
20 days' notice before the commencement of a foreclosure action?

21 MS. HAGER: Yes. The terms of the mortgage do provide
22 that.

23 THE COURT: How can it be that if Mr. Reed was in
24 breach of his obligation to pay, that the noteholder or the
25 loan servicer would be excused from complying with the

1 requirement that it give advance notice of filing a foreclosure
2 action? It seems to me that that can't be right, I mean,
3 because if that were true, the provision in the mortgage
4 requiring thirty days' advance notice before bringing a
5 foreclosure action would be utterly meaningless, because the
6 only circumstance in which you could bring a foreclosure action
7 is if the borrower was in default.

8 MS. HAGER: Well, I don't disagree with that, Your
9 Honor, and I don't believe that --

10 THE COURT: So how can you argue that Mr. Reed's
11 breach excused -- assuming the existence of a contract as to
12 which one of the debtors was a party or chargeable as a party,
13 how is it that you can argue that Mr. Reed's breach would
14 excuse GMACM from complying with the specific requirement in
15 the mortgage about advance notice before bringing the mortgage
16 foreclosure action?

17 MS. HAGER: Well, Your Honor, I don't believe that we
18 are arguing that here today. I believe that -- it's not our
19 position that that performance was excused. That issue was
20 litigated in the foreclosure case below and it was determined
21 that GMAC was not properly positioned to bring the foreclosure
22 action, and that case was dismissed. So I don't think I could
23 stand here today and argue that it was okay.

24 THE COURT: So what is your argument, then, about --
25 what is it that you believe your client was excused from doing

1 by virtue of Mr. Reed's breach by nonpayment?

2 MS. HAGER: Well, I think, Your Honor, the argument is
3 simply that it couldn't have been a breach-of-contract claim by
4 virtue -- or you can't have a breach-of-contract claim by
5 virtue of the fact that he breached first. And that's
6 inherently --

7 THE COURT: How can that be? That's exactly the
8 point. There's a mortgage document; it has a requirement that
9 you give thirty days' advance notice. If you didn't do that,
10 you seem to be arguing that your breach is -- when I say
11 "your", obviously your client, and your client is the Trust,
12 which is the successor, so excuse the shorthand.

13 How can it be that GMACM would be excused from
14 complying with the contractual requirement if Mr. Reed was in
15 breach of his obligation to pay? I mean, it just -- it utterly
16 is nonsensical. It can't be that nonpayment of the mortgage
17 excuses the mortgagee or its loan servicer from complying with
18 a contractual obligation of notice. You have any authority for
19 that?

20 MS. HAGER: Your Honor, I don't believe that we're
21 arguing that my client's performance, specifically their
22 obligation to send a notice, was excused.

23 THE COURT: What are you arguing is excused?

24 MS. HAGER: Well, the argument is that the claimants
25 cannot fulfill their prima facie breach-of-contract case --

1 claim, because one of the elements is missing, and that is the
2 element that the party asserting the breach needed to have
3 performed in the first instance.

4 THE COURT: We're talking in circles.

5 No, Mr. Reed, you had your chance to make an opening
6 statement.

7 Okay. We're talking in circles. But go on with your
8 argument.

9 MS. HAGER: Okay. Thank you, Your Honor.

10 With respect to the counts for negligence and
11 violation of the Consumer Fraud Act, the claimants focus on the
12 foreclosure and the corresponding lis pendens. But the
13 evidence is clear that GMAC was not entitled to proceed with
14 the foreclosure; that's not in dispute that the case was
15 dismissed without prejudice.

16 THE COURT: Did GMACM have standing -- put aside the
17 FFA. Did GMACM have standing to commence a foreclosure action
18 against the Reeds at the time that it did commence it?

19 MS. HAGER: Well, the complaint in the foreclosure was
20 amended, specifically -- I'll take a step back. I think the
21 issue at the hearing on this matter previously was that there
22 was a provision in paragraph 4 of the complaint, which stated
23 that GMAC -- GMACM was the owner of the note and mortgage, and
24 that presented an issue because it conflicted with a provision
25 in Ms. Delehey's declaration to the contrary.

1 Now, there is, and there was, an amended complaint,
2 which was not discussed at that hearing, in which the amendment
3 to the complaint changed paragraph 4 of the complaint to state
4 that GMACM was the assignee of the mortgage. So --

5 THE COURT: Go ahead.

6 MS. HAGER: So by virtue of that correction of what
7 was otherwise a misstatement, GMAC remedied that issue and
8 should have been entitled to proceed with respect to the issue
9 of standing. But again, that case was dismissed without
10 prejudice, so --

11 THE COURT: Well, let me ask you, because actually
12 when I saw the amendment, and particularly the reliance on an
13 assignment signed by Mr. Stephan, my antenna went up and it
14 appeared to me that perhaps GMACM committed a fraud on the
15 Court, beyond its failure to serve notice under the FFA. So
16 let me ask my question again: at the time that GMACM filed its
17 complaint, assuming that it gave notice under the FFA, did it
18 have standing to proceed with the foreclosure action against
19 the Reeds?

20 MS. HAGER: Well, there are two ways that GMAC
21 Mortgage could have had standing: one is if it was the
22 assignee of the mortgage, and the other is if it was the holder
23 of the note.

24 THE COURT: Well, I don't think so. I don't think so.
25 New Jersey, I believe, follows the rule that most states do,

1 that the mortgage follows the note. You agree with that?

2 MS. HAGER: I do.

3 THE COURT: First I would note that the assignment
4 signed by Mr. Stephan occurred after the -- it was sometime
5 after the case was filed, not before. That assignment purports
6 to assign the note and the mortgage from MERS, but I've seen
7 nothing to indicate that MERS ever had an interest in the note.
8 Don't believe it did. Even if Mr. Stephan -- you agree
9 Mr. Stephan was an employee of GMAC?

10 MS. HAGER: Yes, Your Honor.

11 THE COURT: He signed the assignment on behalf of
12 MERS, correct?

13 MS. HAGER: He did, Your Honor. He had signing
14 authority for MERS.

15 THE COURT: Okay. You agree he would only have the
16 authority to assign for MERS what MERS owned, correct?

17 MS. HAGER: He would have authority to sign for that
18 which MERS was the nominee.

19 THE COURT: The only thing MERS -- I looked at the
20 documents carefully; the only thing MERS was the beneficiary of
21 was the mortgage, not the note.

22 MS. HAGER: Agreed.

23 THE COURT: And therefore, MERS couldn't assign the
24 note; do you agree with that?

25 MS. HAGER: Yes, Your Honor.

1 THE COURT: And New Jersey law would require that the
2 moving party -- that the party that filed the foreclosure
3 action have a right to proceed on behalf of the noteholder, if
4 it didn't actually own the note itself; do you agree with that?

5 MS. HAGER: I'm sorry, would you repeat that?

6 THE COURT: GMACM could not file a foreclosure action
7 against Mr. Reed unless it demonstrated that it either was the
8 noteholder if it held, for example, the original of a note
9 endorsed in blank, or if it had an assignment of the note from
10 the noteholder. You agree with that?

11 MS. HAGER: Yes, Your Honor.

12 THE COURT: And did GMACM have either of those things?

13 MS. HAGER: Your Honor, as I stand here today, it's a
14 difficult question to ask (sic), because the note is not static
15 in time. And the copies of the note that we have have been
16 subsequently endorsed, and the original note today has been
17 subsequently endorsed. A lot of time has gone by since 2008.

18 THE COURT: At some point, Metrocities assigned the
19 note to GMAC Bank, which is not any of the debtors in this
20 case, correct?

21 MS. HAGER: Yes, Your Honor.

22 THE COURT: And do you know when that occurred?

23 MS. HAGER: I do not.

24 THE COURT: And GMAC Bank at some point assigned the
25 note to RFC, correct?

1 MS. HAGER: Yes, Your Honor.

2 THE COURT: And is there -- I mean, I haven't heard
3 the proof yet, but when I looked at the documents, the exhibits
4 that were submitted, particularly when I looked at the amended
5 complaint that was filed, standing has to be as of the time you
6 filed the case, not after. And so you would agree that GMAC
7 did not have standing to file the foreclosure action on the
8 date it was filed, correct?

9 MS. HAGER: Well, I can't agree to that. I do agree
10 with Your Honor's observation as to the date on the assignment
11 of mortgage. However, it's our position that the second way in
12 which GMAC Mortgage could have had standing is if it was the
13 holder of the original note --

14 THE COURT: Okay, you're going to put on a witness to
15 testify they were the holder of the original note?

16 MS. HAGER: Well, I can't, again, because of the issue
17 of timing and how much time has gone by and the fact that the
18 original note has been subsequently endorsed. But it's our
19 position that, because the foreclosure case was dismissed
20 without prejudice, that we don't need to get into the issue of
21 standing. There's no dispute that there was a problem with
22 asserting the foreclosure. That's not disputed. They couldn't
23 go forward with the foreclosure and it was dismissed.

24 THE COURT: Well, but Mr. Reed is asserting several
25 claims, the negligence claim, for example, and you dispute

1 whether there was a duty. Are you telling me that a loan
2 servicer does not owe a duty to a borrower that when it files a
3 foreclosure action, it actually has standing and authority to
4 file the action? It can just -- doesn't matter -- if Mr. Reed
5 was in default, it wouldn't matter whether GMAC had standing or
6 not; they could just go ahead and file the foreclosure action?
7 That's your position?

8 MS. HAGER: No. No. Of course that's not our
9 position. Obviously, the servicer should be able to meet all
10 of the components required by law. So it's certainly not our
11 position that they could just --

12 THE COURT: And you agree that you can't --

13 MS. HAGER: -- go ahead --

14 THE COURT: -- you can't demonstrate that they could
15 satisfy all the requirements of law at the time they filed the
16 foreclosure action?

17 MS. HAGER: No. And the lower court said that too,
18 that --

19 THE COURT: Well, they focused -- the lower court
20 focused solely on the FFA, that GMACM was unable to demonstrate
21 that it gave Mr. Reed the notice that a state statute required.
22 The state court had no reason at that time -- I don't know
23 whether the argument was made, but it certainly jumped out at
24 me when I looked at the documents, and particularly when I saw
25 the amended complaint, which you provided, that attached the

1 post-dated assignment from Mr. Stephan, a notorious
2 robo-signer. It wasn't you, but one of the other counsel for
3 the Trust has acknowledged that something like 400 foreclosures
4 based on documents signed by Mr. Stephan were vacated even
5 after a foreclosure occurred. It's very troubling.

6 Go ahead with your opening statement.

7 MS. HAGER: Sure. Thank you, Your Honor.

8 THE COURT: I say that all -- and I've said this
9 before, but to put it on the record: you're representing the
10 Trust, which is a successor to GMAC. You were not involved --
11 you weren't involved in the original foreclosure action,
12 correct?

13 MS. HAGER: That's correct, Your Honor.

14 THE COURT: And Morrison Foerster was not involved in
15 the original foreclosure action. You take your clients as you
16 find them, but the facts are as they are and perhaps difficult
17 to assemble. So I don't mean, by my questioning, to suggest
18 that you've done anything improper. It's just it's what you're
19 stuck with.

20 MS. HAGER: Sure. Absolutely, Your Honor.

21 Bear with me for a moment.

22 THE COURT: Go ahead.

23 MS. HAGER: Given our conversation --

24 THE COURT: Sure.

25 MS. HAGER: -- I want to make sure I don't --

1 THE COURT: Yeah.

2 MS. HAGER: -- duplicate --

3 THE COURT: That's fine.

4 MS. HAGER: Your Honor, no one disputes that the
5 claimants were in default at the time the complaint was filed,
6 and no one disputes that the prerequisites for filing the
7 complaint hadn't been met. And the question for the Court to
8 decide in light of the foreclosure court's order is whether the
9 filing is negligent or violated the Consumer Fraud Act. And
10 it's our position that the simple answer to that is no, the
11 filing was not negligent, because there was no duty and no
12 damages.

13 THE COURT: What do you base the no-duty on? Because
14 it seems to me that the FFA -- there's no private right of
15 action; I understand that. But the existence of duty under New
16 Jersey law, certainly the violation -- this is from a case,
17 Braitman v. Overlook Terrace: "A violation of statutory duty
18 of care is not conclusive on the issue of negligence in a civil
19 action but it is a circumstance which the trier of fact should
20 consider in assessing a liability." Do you agree with that
21 statement?

22 MS. HAGER: I do agree with the quote, yes.

23 THE COURT: And --

24 (Pause)

25 THE COURT: There's a New Jersey Supreme Court case

1 from 1982, Di Cosala v. Kay, which said, "The most common test
2 of negligence is whether the consequences of the alleged
3 wrongful act were reasonably to be foreseen as injurious to
4 others coming in the range of such acts." And so on the issue
5 of duty, if the only thing -- and it might be enough, but if
6 the only thing were the FFA issue, the Court might come to one
7 conclusion. But after seeing a post-dated -- when I say "post-
8 dated", post-dated after the commencement of the foreclosure
9 action -- assignment signed by Mr. Stephan signing on behalf of
10 MERS, but you acknowledge -- and I've heard before in other
11 cases that Mr. Stephan was an employee of GMACM -- and you're
12 being -- you've acknowledged you're unable to put in any proof
13 that GMACM either held the original note or was an assignee of
14 the original note or was given written authority on behalf of
15 the noteholder to commence the action.

16 What seems to me clear is, at the time that the
17 foreclosure action was filed, not only because of the lack of
18 compliance with the FFA but because of the lack of standing,
19 GMACM couldn't bring that action. They commenced a foreclosure
20 against the Reeds, who were in default. No question about it;
21 they were in default. But a mortgage servicer doesn't get
22 absolved from responsibility or liability solely because a
23 borrower is in default. It has to comply with the law before
24 it commences a foreclosure action. And GMACM didn't do that.
25 And when they sought to serve the subsequent notice after this

1 issue of the FFA came up, the court still dismissed the action.

2 So it was arguably a wrongful-foreclosure action, not
3 just because of the violation of the FFA notice requirement,
4 but because of standing, because of a document signed by
5 Mr. Stephan which appears on its face -- unless you can show
6 that MERS owned an interest in the note, it couldn't assign the
7 note, and that's what Mr. Stephan purported to do. He couldn't
8 do that. And that was presented to the New Jersey court with
9 the amended complaint, in an effort to salvage a foreclosure
10 case.

11 Go ahead.

12 (Pause)

13 MS. HAGER: What the Borrowers' Trust will prove is
14 the claimants' receipt of a substantial amount of funds that
15 flowed through the attempts to sell the property.
16 Specifically, there was a 400,000-dollar cash payment that was
17 paid to the Reeds by Mr. Cooper so that he could move into the
18 property and have an option to purchase the property.
19 Mr. Cooper subsequently paid another 50,000 dollars over the
20 period of two months, to remain in the property. The idea
21 behind that was he was trying to buy the property and didn't
22 have the money to buy it outright. Nevertheless, Mr. Cooper
23 ended up defaulting on the agreement, subsequently was evicted,
24 but the claimants kept that 450,000 dollars.

25 With respect to the first agreement of sale on the

1 property with the Jacobses, there was a dispute that stemmed
2 from the assertion of the Jacobses of their right to cancel the
3 contract because the house didn't appraise and they weren't
4 able to get financing. The Reeds did not accept the attempt to
5 cancel the contract and would not return the Jacobses' funds;
6 they had 50,000 dollars on deposit. So the Jacobses ended up
7 suing the claimants. In connection with that case, the
8 claimants countersued a number of counterparties, including the
9 appraiser TD Bank, and the realtor B.T. Edgar.

10 The court ended up finding that the Jacobses were
11 entitled to cancel the contract, because in fact the house did
12 not appraise for the amount that they agreed to in the
13 agreement of sale. But after that judgment was entered,
14 Mr. Reed was left with his counterclaims and he settled with
15 those counterclaimants. I don't know the amounts of all the
16 settlements, but one with TD Bank was for 22,500 dollars.

17 And the reason that that's relevant goes to -- all
18 goes to timing, because the 400,000 dollars and the 50,000
19 dollars are were paid at the end of 2008, at a time after the
20 foreclosure complaint had been filed but at a time when
21 Mr. Reed admitted that he had plenty of money to bring the
22 account current; he didn't do so; he chose to use that money
23 differently. The 22,500 was paid the following year but,
24 still, the same idea there that there was a failure to mitigate
25 damages.

1 The foreclosure court dismissed the foreclosure, and
2 we all know that there was an issue with GMACM proving its
3 entitlement to foreclose. But the reality is that that doesn't
4 give claimants carte blanche to file an action and just wait
5 around for some sort of resolution and then withdraw the action
6 and just the whole time taking the position that GMACM or its
7 successor --

8 THE COURT: Well, he --

9 MS. HAGER: -- were not entitled to get paid.

10 THE COURT: Ms. Hager, as I understand it, and we'll
11 hear evidence about it, but -- and maybe you dispute this, that
12 he withdrew his affirmative action against GMACM to participate
13 in the Federal Reserve Bank's independent foreclosure review.
14 Do you agree or disagree with that?

15 MS. HAGER: That is what he has testified to.

16 THE COURT: Okay. All right. Go ahead.

17 MS. HAGER: So it's simply our position that as a
18 direct result of the attempts to sell the property, that the
19 Reeds netted nearly a half a million dollars and didn't use
20 that to bring the mortgage current, in addition to the fact
21 that they haven't paid on the mortgage for a number of years
22 and still own the house, which I mentioned previously.

23 So in sum --

24 THE COURT: None of that money was due to GMACM. It
25 would have been the mortgagee who suffered the loss, not GMACM,

1 correct?

2 MS. HAGER: That's right as we stand here today.

3 Sure. The new --

4 THE COURT: Which never was GMACM?

5 MS. HAGER: I'm sorry?

6 THE COURT: GMACM never owned the note?

7 MS. HAGER: I'm not taking that position, and
8 certainly, as the servicer --

9 THE COURT: You're not taking the posi -- wait, wait,
10 let -- is it your position that GMACM ever owned this note?
11 Are you going to offer --

12 MS. HAGER: I cannot --

13 THE COURT: Let me say -- are you going to offer any
14 evidence -- the notes -- the copies of the notes that I've
15 seen -- there's no note that I've seen that shows an
16 endorsement or a transfer to GMACM; correct?

17 MS. HAGER: That's correct, Your Honor.

18 THE COURT: All right. You're not -- are you
19 intending to offer any evidence that GMACM owned the note at
20 any point in time?

21 MS. HAGER: No, Your Honor.

22 THE COURT: Okay. Go ahead.

23 MS. HAGER: And it is true that as of today that
24 there's a different servicer.

25 THE COURT: Right.

1 MS. HAGER: But to Your Honor's point, at all times
2 prior to recent history, GMACM was at least the servicer and,
3 therefore, the entity collecting the payments.

4 THE COURT: Right.

5 MS. HAGER: So, notwithstanding the fact that there's
6 a different servicer today, at all relevant times prior, the
7 payments were due to GMAC Mortgage.

8 In sum, the claimants will be unable to successfully
9 prove entitlement, to prevail on the proofs of claim, and the
10 objection should be sustained and the claims disallowed.

11 THE COURT: Thank you very much, Ms. Hager.

12 MS. HAGER: Thank you, Your Honor.

13 THE COURT: Mr. Reed, call your first witness.

14 MR. REED: Your Honor, Mr. Murdock.

15 THE COURT: Mr. Murdock, if you'd come up to the
16 witness stand and be sworn. Okay?

17 MR. REED: And, Your Honor, I --

18 THE COURT: Just -- let's just stop for a minute.
19 Okay, move the microphone closer to you, because we have to
20 make sure that we're picking up your questions.

21 Okay, if you'd raise your right hand, Mr. Murdock.

22 (Witness sworn)

23 THE COURT: All right, please have a seat,
24 Mr. Murdock.

25 All right, Mr. Reed, what'd you want to say?

1 MR. REED: I've been informed that Ms. Donati and
2 Mr. Evans (sic) should be here shortly after lunch.

3 THE COURT: All right, let's proceed with Mr. Murdock.

4 MR. REED: I have two --

5 THE COURT: Before you begin --

6 Why don't you tell us your full name, Mr. Murdock.

7 THE WITNESS: My name is Drew David Murdock.

8 THE COURT: And why don't give me either your business
9 or home address, whichever you prefer.

10 THE WITNESS: My home address is 6166 Robin Drive,
11 Mays Landing, New Jersey 08330.

12 THE COURT: Thank you very much.

13 All right, go ahead, Mr. Reed.

14 MR. REED: Your Honor, I --

15 THE COURT: Hold on, hold on, hold on. You got to
16 pull the microphone -- either get yourself closer to the
17 microphone -- the microphone's --

18 MR. REED: Is that better?

19 THE COURT: -- fixed in place. That's okay. I want
20 to make sure we get a clear record; that's why, Mr. Reed, you
21 need to speak into the microphone.

22 And, Mr. Murdock, you need to speak into the
23 microphone. Okay?

24 MR. REED: Okay.

25 THE COURT: Go ahead.

1 DIRECT EXAMINATION

2 BY MR. REED:

3 Q. I have two questions.

4 THE COURT: Ask them one at a time.

5 Q. First question -- actually, maybe three.

6 Mr. Murdock, was there a time in early summer 2008,
7 shortly after our house was in foreclosure, that you were in
8 our kitchen and you heard conversations between my wife and I?

9 A. Yes.

10 MS. HAGER: Objection.

11 THE COURT: He can answer that yes or no. He answered
12 yes.

13 Q. Mr. Murdock, did you -- do you recall if I made any
14 promises to my wife during that time that you may have visited
15 us in our -- in early summer 2008?

16 THE COURT: Hold on --

17 MS. HAGER: Objection.

18 THE COURT: -- Mr. Murdock.

19 MS. HAGER: Calls for hearsay.

20 THE COURT: Sustained.

21 "Sustained" means you can't answer the question.

22 Okay?

23 THE WITNESS: Okay.

24 THE COURT: See, anything -- I'm not going to give
25 you -- I'm not instructing you about the law, Mr. Reed; I

1 recognize you're a pro se party without counsel. But you can't
2 inquire about an out-of-court statement made by yourself or by
3 Mr. Murdock in Mr. Murdock's presence; that's hearsay and I've
4 sustained the objection to it.

5 Go ahead with your next question

6 MR. REED: Your Honor, I understood there to be an
7 exception to hearsay in terms of motive or intent.

8 THE COURT: Mr. Reed, ask your next question. I've
9 sustained the objection.

10 MR. REED: I have no further questions for the
11 witness.

12 THE COURT: All right. Any cross-examination?

13 MS. HAGER: No, Your Honor.

14 THE COURT: All right, you're excused, Mr. Murdock.
15 Call your next witness.

16 MR. REED: Your Honor, I'm not sure how to handle -- I
17 am the witness.

18 THE COURT: So what you need to do -- you had
19 certainly indicated, before, your intention to testify and you
20 have the absolute right to do that. You need to do it from the
21 witness stand. Bring with you any documents that you wish to
22 use. You've pre-marked exhibits, and what you'll have to do --
23 I've indicated previously I'm going to permit you to testify in
24 what's referred to as the narrative form, rather than --
25 there's no lawyer to ask you questions. I'm not going to

1 require you to frame questions to yourself. I'm going to
2 permit you to testify about the facts relevant to the claims.
3 It may be that at various points Ms. Hager is going to have
4 objections to something you've said. Because she can't object
5 before the question where you're testifying in narrative form,
6 I'm going to permit her to object after you make a statement.
7 It may result in me striking -- indicating that I'm going to
8 strike a portion of your testimony. The transcript will show
9 what you've said and what her objection is and what my ruling
10 is, but you do need to testify from the witness stand.

11 So if you want to get yourself regrouped up there.
12 Bring with you whatever documents you intend to use. If you
13 have notes that you want to use, you're certainly permitted to
14 do that. If you use notes as part of your testimony, you're
15 going to have to show them to Ms. Hager if she wants to see
16 them. You'll do that before the cross-examination, not while
17 you're in the midst of testifying.

18 So I'm just alerting you that, yes, you can bring
19 notes that you want to look at while you're testifying but, if
20 you refer to the notes, then Ms. Hager's going to have an
21 opportunity to look at them after you finish testifying.

22 So you need to -- if you're going to testify, you need
23 to come up to the witness stand; you'll be sworn. Bring your
24 exhibits. You can -- as you're explaining to me whatever it is
25 you want to testify to, if you're going to refer to exhibits,

1 refer to them by the exhibit number or letter. You're using
2 numbers. You'll refer to them by the exhibit number. And
3 exhibits need to be offered in evidence for them to be
4 admissible -- to be admitted in evidence. And Ms. Hager'll
5 have an opportunity -- she has your exhibits and she will
6 undoubtedly have an objection to some. If you offer Exhibit 3
7 and she has an objection, she'll tell me her objection and I'll
8 rule on it.

9 So not everything you pre-marked is -- none of it is
10 in evidence until you actually offer it in evidence. That's
11 how the trial proceeds. So if you want to take a few minutes
12 to get yourself up to the witness stand, you need to do that,
13 you need to be sworn, bring your exhibits with you, and I'll
14 permit you to testify as to the basis of your claims. Okay?

15 MR. REED: Your Honor, will I be able to bring some
16 and then come back for more?

17 THE COURT: Take them all, okay, because it'll speed
18 things up. I'll let you -- we'll take -- I'll tell you what:
19 we'll take a break until -- a short recess until 10 o'clock.
20 Get your documents situated up there at the witness stand.
21 Bring anything -- anything you're going to want to refer to in
22 your testimony, bring it with you. And I'm explaining, if
23 you're going to offer anything -- if you're going to use an
24 exhibit, if you're going to offer it into evidence, you have to
25 actually tell me that you're offering whatever the exhibit

1 number is. Ms. Hager'll have an opportunity to object to it if
2 she wishes, and I'll rule on the objections. If I sustain the
3 objection, it's not in evidence. If I overrule the objection,
4 it'll come into evidence. Okay, that's how we'll proceed.

5 So we'll just take, like, about a six-minute recess,
6 okay? Get yourself resettled up there, okay?

7 MR. REED: Thank you, Your Honor.

8 THE COURT: And you don't need to put your jacket on,
9 or anything. You can take water with you. Okay?

10 MR. REED: Thank you, sir.

11 (Recess from 9:52 a.m. until 10:03 a.m.)

12 THE COURT: All right, please be seated.

13 Mr. Reed, go ahead up to the witness stand. Before
14 you sit down up there, you'll have to raise your right hand to
15 be sworn.

16 (Witness sworn)

17 THE COURT: All right, please have a seat, Mr. Reed.
18 Okay, just make sure you pull the microphone as close to you as
19 you -- you're pretty close to it; that should be -- no, pull it
20 near you. That's it.

21 All right, Mr. Reed, why don't you begin. And if
22 Ms. Hager rises to raise an objection, just stop and let her
23 raise your objection. Okay? All right, this is your
24 opportunity to provide your direct testimony, Mr. Reed.

25 MR. REED: Your Honor, I have a housekeeping about a

1 piece of evidence that's been sent to the Court, by TD Bank,
2 instead of provided to me.

3 THE COURT: Nothing was filed this morning, Mr. Reed.
4 Do you have a copy of what it is that --

5 Ms. Hager, do you have anything from TD Bank?

6 MS. HAGER: No, Your Honor. And obviously we would
7 object to the admissibility of anything that's being shown here
8 today that I didn't previously see.

9 MR. REED: Your Honor, it is a -- it is the
10 authentication of those letters from TD's legal department, the
11 correspondence that you said if it was provided at trial and
12 they were authenticated. It took TD Bank this entire time.
13 And I received the correspondence this morning, a text message,
14 that their legal department overnighted them Friday to the
15 Clerk's Office. And I've alerted the clerk this morning first
16 thing to look for them. That's why I have someone here to keep
17 going to check when it would come in.

18 THE COURT: Well, my courtroom deputy can hear what's
19 going on in the courtroom; I'd like her to check with the
20 Clerk's Office again and see whether anything was received
21 today in the Clerk's Office from TD Bank. As of the time I
22 took the bench, there was nothing, Mr. Reed.

23 So go ahead with your testimony and we'll see what
24 happens. Even -- go ahead with your testimony.

25 MR. REED: First count I think I would like to

1 discuss, Your Honor, is the breach-of-contract count. And I
2 believe the relevant contract -- contracts, plural, to this
3 case are in the declaration -- or exhibits of the declaration
4 of Lauren Graham Delehey in support of a ResCap Borrowers'
5 Claims objection to my proofs of claim. I believe that they
6 contain the mortgage contract and the note contract, and I just
7 want to take a moment and try and find which one; it's either
8 Exhibit 9 or 10. So it might take me a few moments to find
9 them.

10 THE COURT: I have your exhibit binder in front of me
11 and I see what you've listed as 9 and 10 are two of the Delehey
12 declarations --

13 MR. REED: Um-hum.

14 THE COURT: -- the first, the May 29th, 2014
15 declaration, and the supplemental Delehey declaration of July
16 3, 2014.

17 (Pause)

18 MS. HAGER: Your Honor, it's a couple. The note and
19 mortgage were attached to the supplemental declaration, which
20 is Mr. Reed's Exhibit 10.

21 (Pause)

22 MR. REED: Your Honor, I'd first like to point out to
23 the Court that a note is a contract in and of itself; it's a
24 separate contract requiring separate execution. As a matter of
25 fact, I'm the party to the note. My wife is not a party to the

1 note. It's just evidence that they're indeed separate, besides
2 being physically separate, signed separately by separate
3 parties. The fundamental reason for that is a note is a
4 negotiable instrument that doesn't contain an obligation from
5 the lender to a borrower.

6 THE COURT: Okay, Mr. Reed, after all the evidence is
7 completed, you'll have a chance to make whatever legal
8 arguments. Now --

9 MR. REED: Okay.

10 THE COURT: Now is the time during the trial when each
11 side is entitled to provide the evidence, not the arguments
12 about the evidence. So the evidence are the facts that you
13 want to tell us about, not whatever legal conclusion you think
14 derives from that.

15 MR. REED: Not what they mean.

16 THE COURT: Not what they mean, but to tell me -- this
17 is your chance to explain the facts as you lived them. I'm
18 trying to give you a little leeway. I understand you're not a
19 lawyer. But what the meaning of the documents is, if it's
20 relevant, your understanding of the meaning. But at this point
21 I'm not sure that's the relevant issue. If you're looking
22 at -- and Ms. Hager pointed out that attached to the
23 supplemental declaration of Ms. Delehey is a copy of the
24 mortgage and of the note. And while you indicated that only
25 you signed the note, in fact there's an interest-only addendum

1 to adjustable-rate note, and that is signed by your wife as
2 well as by yourself.

3 MR. REED: Hmm.

4 THE COURT: But now is the time to talk about the
5 facts, okay? Are these the two documents you were looking for,
6 the mortgage and --

7 MR. REED: They are.

8 THE COURT: Okay.

9 MR. REED: So there are two separate contracts, I
10 believe is the fact. And although -- I'm trying to think of
11 how I can do this.

12 THE COURT: Well, first off, do you want to offer
13 these two documents? It's actually three documents because the
14 adjustable-rate riders is in there. The documents which are in
15 your binder, marked as Exhibit 10, are you offering them in
16 evidence?

17 MR. REED: Yes.

18 THE COURT: Okay, any objection?

19 MS. HAGER: No, Your Honor.

20 THE COURT: All right. Exhibit 10 is in evidence.
21 (Mortgage for Reed residence, fixed/adjustable-rate rider, and
22 interest-only addendum were hereby received into evidence as
23 Reed's Exhibit 10, as of this date.)

24 THE COURT: Okay. And, I mean, I'm not trying to tell
25 you how to proceed, Mr. Reed. View it as your time to tell the

1 story from your perspective. It has to be competent evidence
2 that you're offering. You'll have a chance, at the conclusion
3 of all the evidence, to make your arguments about it.

4 So what I now have in front of me in evidence is the
5 mortgage, which appears to be signed by both you and your wife.
6 And then attached to the mortgage is the fixed/adjustable-rate
7 rider; that appears to be signed by both you and your wife.
8 And then there's an interest-only addendum, which again is
9 signed by you and your wife. And there're sort of multiple
10 copies of some of these documents.

11 So why don't you just try and tell us -- look, you
12 asserted claims, you had originally asserted defenses to the
13 mortgage foreclosure action, then you filed your own
14 independent action. That's what your proofs of claim relate
15 to. And now is the time for you to tell us what are the facts
16 that you believe support your claim, okay? I'm going to give
17 you some leeway, but this is not the time for legal argument
18 about what you think the documents mean, okay?

19 MR. REED: In 2008 we were served with a foreclosure
20 complaint, and I have gotten no notice for that complaint that
21 it was coming -- imminently coming. Our contract that was just
22 entered into evidence --

23 THE COURT: You're talking about the note?

24 MR. REED: The mortgage contra --

25 THE COURT: The mortgage, okay.

1 MR. REED: The mortgage --

2 THE COURT: Uh-huh.

3 MR. REED: -- contract, not the note. The mortgage
4 contract, in paragraph 15 --

5 (Pause)

6 MR. REED: Your Honor, I didn't know if you need to
7 read paragraph 15.

8 THE COURT: I've read it.

9 MR. REED: Okay. It requires that I be served with
10 notice. And turn -- oh, I'm -- paragraph 22 of the mortgage
11 contract --

12 THE COURT: Go ahead. I'm paying attention.

13 MR. REED: Oh --

14 THE COURT: Just go ahead with your explaining.

15 MR. REED: -- seems to mention a requirement to have
16 notice sent, including incorporating the requirements of the
17 state Fair Foreclosure Act. Paragraph 20 of the mortgage
18 contract --

19 THE COURT: Yes.

20 MR. REED: -- the section -- the second paragraph of
21 that section says that "Neither Borrower or Lender may
22 commence, join or be joined to any judicial action". Do you
23 see that, that --

24 THE COURT: Yes, I do.

25 MR. REED: So I was surprised to receive a foreclosure

1 action when I hadn't received any notice pursuant to the
2 contract or law.

3 THE COURT: What did you do after you got served with
4 the complaint? I understand your testimony that it came as a
5 surprise to you that you were served with the foreclosure.
6 But -- I want to be careful. I don't want to -- I'm not trying
7 to take over -- this is your case. I don't think there's a
8 dispute about this. You hadn't made your mortgage -- some
9 mortgage payments when they filed the foreclosure action,
10 right?

11 MR. REED: Still a matter between my wife and I, Your
12 Honor. I can't determine, like -- I don't have personal
13 knowledge whether or not those payments --

14 THE COURT: Okay.

15 MR. REED: -- were made --

16 THE COURT: All right.

17 MR. REED: -- or not.

18 THE COURT: So what did you do after you were served
19 with the complaint?

20 MR. REED: Your Honor, I can't remember the order, if
21 I called our -- an -- our attorney or if I called the mortgage
22 company. I know that we were nervous, scared about this. We
23 had a contract on the house recently for -- to sell, as
24 Ms. Hager had said in her opening remarks, to a buyer, for the
25 sales price of two million forty. That transaction was

1 repudiated, or cancelled, by the buyer before the foreclosure
2 was filed. There was legal interactions between my lawyer and
3 their lawyers.

4 THE COURT: "Their lawyers" meaning --

5 MR. REED: The Jacobses'. The buyers'.

6 THE COURT: The Jacobses'. Okay.

7 MR. REED: The buyers', yeah.

8 THE COURT: Can I just ask, was this your principal
9 residence?

10 MR. REED: It was.

11 THE COURT: And when did you start to try to sell it?

12 MR. REED: Several months earlier in 2007 --

13 THE COURT: Before the foreclosure action?

14 MR. REED: Oh, yes. We -- Your Honor, we -- "we"
15 meaning my wife and I, since 1990, on average, would buy and
16 improve a property, maybe on average every eighteen months.

17 Do you mind if I --

18 THE COURT: I don't, no.

19 MR. REED: Those properties included -- just to give
20 you some background -- rental properties, single-family homes.
21 There was one duplex. They included homes that we would live
22 in, and properties that would be rented and then sold for
23 profit. Investment properties that I wouldn't live in would --
24 we would --

25 THE COURT: Go ahead. Ms. Hager, if you want to make

1 your objection, go ahead. I don't mean to keep you from making
2 your objections on the record.

3 MS. HAGER: Well, objection to the extent that
4 evidence is coming in relating to prior business activities.

5 THE COURT: I'm going to overrule the objection. This
6 is just part of background. I don't consider it as relevant to
7 the specific claim for this property. But I'm going to listen
8 to Mr. Reed's ex -- but please make your record. And when I
9 raise my hand like that, it was just to have you hold until he
10 finished his sentence. But I'm not trying to keep you from
11 preserving the record on behalf of your client.

12 I'm going to overrule that.

13 I'm going to give you some leeway, Mr. Reed. Give me
14 the background of -- but this was your principal residence at
15 the time?

16 MR. REED: It was, Your Honor.

17 THE COURT: Okay.

18 MR. REED: And we put it on the market and -- in 2007;
19 had multiple showings and interest. I don't tell you exactly
20 when; maybe it was September or something like that that it was
21 put on the market; October. And within weeks -- I don't
22 believe it was even six weeks or five weeks. There might even
23 be a document in Ms. Hager's file that shows that -- she's got
24 it listed for trial evidence, how long it took.

25 We had an offer for --

1 THE COURT: This is the Jacobs offer?

2 MR. REED: The Jacobs offer. -- for two -- which
3 resulted in a contract for two million forty. I can't remember
4 the interplay exactly.

5 THE COURT: May I ask you this? At the time you
6 listed the house for sale, were you current on your mortgage?

7 MR. REED: Yes.

8 THE COURT: Okay. Go ahead.

9 MR. REED: This was significantly higher than our
10 purchase price, which was what we -- I would normally see,
11 because I -- we would improve the properties and expand living
12 space. It was very systematic the way we would do things like
13 that, knowing what things added financial and marketing value
14 to properties, for a decade and a half.

15 And so we had a buyer in the Jacobses, who we didn't
16 know, the realtor brought to us, although they -- turns out
17 they lived in town, so they knew the market as well. And
18 the -- and so as -- because -- and I understand this doesn't go
19 to damages; they've been excluded. Other damages on other
20 projects have been excluded. So I want you to understand if I
21 go to say something that's not for that.

22 At the time that I had the house under contract to
23 sell, and it wouldn't be the first time, I would secure
24 financing options to cash out money from one of my improved
25 properties, just to ensure cash -- smoothness in my cash flow.

1 So if a property had any delay in selling, which I never
2 actually experienced, but if they -- if it had, then I would
3 have a plan B in place to pull more cash out to allow more time
4 for the market, to sell a property, to realize the cash free
5 and clear. And that's because I had other projects going
6 forward in motion: a house that we would be moving into, or
7 another one under development or renovation.

8 So that's how the TD Bank financing that we'll talk
9 about comes into play. I had asked TD Bank, a funding partner
10 of mine for a number of years, to be prepared -- or I asked
11 them to be ready to close on a cash-out refi of the property if
12 necessary.

13 THE COURT: Which property?

14 MR. REED: The 817 Matlack --

15 THE COURT: Okay.

16 MR. REED: -- the -- my house.

17 THE COURT: And I should say before we go on, my
18 courtroom deputy retrieved from the Clerk of the Court a letter
19 dated September 12, 2014 from Barbara J. Morgan, TD Bank, N.A.,
20 custodian of records, attaching a subpoena and a TD Bank
21 records certification.

22 MR. REED: Could I -- would I be able to see that,
23 Your Honor?

24 THE COURT: Yes, you will. What I'm going to ask
25 is -- let's go on with your --

1 MR. REED: I can stop talking for that.

2 THE COURT: No, no, no. We'll -- tell me what it is
3 that you asked TD Bank with respect to this specific property.
4 We're talking about this specific property -- this is the
5 Matlack --

6 MR. REED: Yes.

7 THE COURT: -- property; this is the one as to which
8 the foreclosure was commenced, so we can just refer to it as
9 "the property".

10 MR. REED: Um-hum.

11 THE COURT: Okay, go ahead.

12 MR. REED: I asked them to do a cash-out refi, could
13 they take out the first. And I believe I had a balance on the
14 second, which was a line of credit, and provided me free cash
15 beyond that. My recollection was that number would have been
16 about 4-, 500,000 dollars beyond the liens that were there.

17 THE COURT: Mr. Reed, let me ask you this: Ms. Hager
18 indicated in her opening statement -- I think the gist of this
19 point was that you've not -- you didn't pre-mark any refinance
20 loan applications. Do you have any refinanced-loan
21 applications that you --

22 MR. REED: My -- Your Honor, the relationship with TD
23 Bank did not require that. And I don't -- I didn't have
24 them --

25 THE COURT: Okay.

1 MR. REED: -- or they didn't exist.

2 THE COURT: So there was no --

3 MR. REED: I didn't have --

4 THE COURT: Let me just -- on this point, you did not
5 complete an application with TD Bank to refinance the existing
6 mortgages on the property?

7 MR. REED: They did not require so.

8 THE COURT: You just -- whether you say they required
9 it or not, I just want -- look, you didn't pre-mark any. Do
10 you agree that you never completed an application with TD Bank
11 to refinance the mortgages on this property?

12 MR. REED: That and many other properties --

13 THE COURT: Okay, I only want to know about --

14 MR. REED: Yes.

15 THE COURT: -- this property --

16 MR. REED: Yes, Your Honor.

17 THE COURT: -- okay? We'll simplify -- I'm not trying
18 to interrupt your narrative explanation, but you raised this
19 point; it's a point that Ms. Hager raised in her opening. In
20 your exhibits that you pre-marked, there was no loan
21 application with TD Bank or anyone else. And I'm only trying
22 to make sure we have a clear record. So if you can answer my
23 question yes or no, I would appreciate it. Is it correct that
24 you did not complete a mortgage application with TD Bank to
25 refinance the existing mortgages on this property?

1 MR. REED: That is correct, Your Honor.

2 THE COURT: Okay, all right. Go ahead with your
3 narrative.

4 MR. REED: As I've said, my primary residences before,
5 and other properties, that was our relationship, because I --
6 they never needed one, Your Honor; that's just the way we -- we
7 had a business relationship. I think the last application, to
8 be clear, that I filled out for TD Bank may have been 1992 or
9 something, '93, involving one of my original properties.

10 THE COURT: Did you speak with TD Bank about the
11 possibility of refinancing the mortgages on this property?

12 When did you do that? Was it before the foreclosure
13 action was filed?

14 MR. REED: Yes. Yes. It was while the contract was
15 not in dispute with the Jacobses.

16 THE COURT: Okay.

17 MR. REED: As I said, it's -- it was a -- an MO of
18 mine to make sure that I conservatively would have no
19 interruption in cash flow. I was actually criticized by my
20 wife about spending 850 dollars to TD Bank for the appraisal
21 that needed to be done for that refinance.

22 THE COURT: Okay, my law clerk, Ms. Dabbert, has
23 handed to Ms. Hager and to Mr. Reed the letter and attachments
24 that the Clerk of the Court received this morning from TD Bank.
25 Rather than get diverted on that for now, we can talk about

1 that during a recess. Why don't you proceed with your
2 narrative, Mr. Reed.

3 Okay, so you had gotten to -- you've explained to us
4 you had a contract with the Jacobses for 2,040,000. You, in
5 your mind, had a backup plan to refinance the existing
6 mortgages. Did the Jacobses back out of the purchase before or
7 after the foreclosure action was filed?

8 MR. REED: They backed out -- they gave notice of
9 wanting to back out of the contract before the foreclosure
10 action.

11 THE COURT: Go ahead.

12 MR. REED: But there was the -- there was a lingering
13 conversation between our attorney and their attorney regarding
14 if the Jacobses were still interesting in buying the house.
15 The reason that the Jacobses had decided formally through
16 written correspondence to terminate the contract for two
17 million forty was the -- they couldn't obtain financing for --
18 I think it was eighty percent of the appraised value of the
19 property, and it would be equal to a certain dollar amount.
20 The reason that didn't happen for them, ironically, is they
21 applied for a mortgage through TD Bank, just like I sought a
22 refi.

23 THE COURT: I thought I saw in the papers that they
24 had applied to Commerce Bank.

25 MR. REED: Commerce is the predecessor. So, TD now.

1 THE COURT: Well, now. But wasn't Commerce Bank
2 separate then?

3 MR. REED: No. Oh. Oh, oh. I'm sorry. Let's be
4 clear about that. My dealings with -- at the time, 2007, 2008,
5 prior to that, was with Commerce Bank.

6 THE COURT: Okay. All right, go ahead with your
7 explanation.

8 MR. REED: So the Jacobses applied for a purchase
9 mortgage from the same bank that I had my cash-out refinance in
10 place, supposedly, as my historical understanding and relations
11 with them, Commerce Bank.

12 The troubling thing that resulted in litigation, even,
13 with the Jacobses was TD Bank produced conflicting appraisals
14 on the same property. I believe the Jacobses' appraisal,
15 ordered through TD Bank, performed by a contractor of TD Bank,
16 just like the one -- mine was ordered by TD Bank and produced
17 by a different contractor used by TD Bank -- came up with
18 different numbers. Mine was two million forty, and the
19 Jacobses' Commerce Bank appraisal was for -- I think it was
20 1.97, and that might be, again, in Ms. Hager's records, in her
21 evidence -- proposed evidence.

22 So we had a discussion with the Jacobses, and it was
23 my understanding that there was a desire to reduce the price
24 because of this conflict in the appraisals. So -- and we
25 were -- I was willing -- it turned out, after first making the

1 case to them that it would -- we would have liked not to; we
2 had pointed out errors in the -- what we thought were -- I
3 guess you would use the term "material errors", in the
4 appraisal that would -- their appraisal, that would have caused
5 the value to be lower: square footage, features, things of
6 that nature. I think there was a bathroom missing, fireplace
7 missing.

8 But nonetheless, from a business standpoint it was not
9 very consequential to change the contracts 70,000 dollars or
10 50,000. It didn't matter. We would do it. It's just the
11 nature of business to just make a sale. Whatever needs to be
12 done, if that's what's at hand, you do it.

13 So that conversation continued for months -- or
14 several months, I believe. And it seemed like we were going to
15 perhaps get somewhere. The Jacobses had their house up for
16 sale; it was not contingent on the contract that they had to
17 sell their house. But I think they were nervous about whether
18 or not they could sell their house, and --

19 MS. HAGER: Objection, Your Honor, to the extent that
20 Mr. Reed's testifying as to the thoughts of the Jacobses.

21 THE COURT: Sustained.

22 You can't talk about what's on somebody else's mind,
23 okay?

24 MR. REED: Your Honor, I'll do my best.

25 THE COURT: Go ahead.

1 MR. REED: And I'm --

2 THE COURT: Go ahead, Mr. Reed.

3 MR. REED: -- I'm thankful that you can discern that
4 and Ms. Hager can --

5 THE COURT: Go ahead.

6 MR. REED: -- stop it.

7 THE COURT: Go ahead.

8 Did you ever reach a new agreement with the Jacobses?

9 MR. REED: At a point when we thought we were going
10 to, that's a point when I believe, in my memory, we wound up in
11 the foreclosure action.

12 THE COURT: Let me ask my question again. Did you
13 ever reach an agreement with the Jacobses to modify the
14 purchase contract with them?

15 MR. REED: No.

16 THE COURT: All right, go ahead. What happened then?

17 MR. REED: Trying to make sure I get -- I want to make
18 sure I get these things -- I always want to make sure we get
19 them accurate for you.

20 The -- during this time, Edgar Real Estate (sic) had
21 the house --

22 THE COURT: Let me -- before you do that, Mr. Reed,
23 you put the Court in an uncomfortable position because I don't
24 want to -- it's not my role to help either counsel. And you're
25 not a counsel; you're pro se. But you've talked about -- the

1 only thing that ever is in evidence are things that are offered
2 in evidence and are admitted in evidence, okay? You attach as
3 Exhibit 1 -- or you include as Exhibit 1 in your binder, I
4 believe -- is that the contract with the Jacobses?

5 MR. REED: Yes, Your Honor.

6 THE COURT: Are you offering it in evidence?

7 MR. REED: Yes, Your Honor.

8 THE COURT: Any objection, Ms. Hager?

9 MS. HAGER: No, Your Honor.

10 THE COURT: Okay.

11 (Contract between the Reeds and the Jacobses was hereby
12 received into evidence as Reed's Exhibit 1, as of this date.)

13 MR. REED: But, Your Honor, I -- can I get a -- my
14 sticky tabs that I'll know that that was one that was put in --

15 THE COURT: Just write a note on it.

16 MR. REED: Oh. I didn't know if I --

17 THE COURT: I have the official records up here, okay?
18 Those are your copies.

19 You know, it's sometimes a trap for unwary lawyers,
20 which you're not a lawyer, when they refer to exhibits during a
21 trial and then fail to offer them in evidence and get a ruling
22 from the Court. And one of the things I always try and do -- I
23 don't want cases decided because of a trap for the unwary, so
24 when the evidence is closed, I usually go back over with
25 counsel what's in evidence, what's not in evidence. You're pro

1 se. I'm doing it now. I'm not in a position -- I'm not
2 looking to help you, Mr. Reed. I think a lot of this is not
3 going to be controversial, but I'm just raising it now because
4 you talked about the Jacobs contract; I know it's in your
5 binder; it's now evidence. So go ahead.

6 When you're telling your story, if you've got an
7 exhibit you want to offer, you can offer it and Ms. Hager may
8 have an objection; I'll rule on the objection at the time. But
9 you need -- if you want me to consider anything in reaching my
10 decision, it has to be in evidence. Okay?

11 MR. REED: Then --

12 THE COURT: So this is in evidence now. Go ahead.

13 MR. REED: Before it slips my mind, perhaps I should
14 offer in evidence number 2.

15 THE COURT: That you got a problem about. Well, let
16 me see; what is Exhibit 2?

17 MR. REED: That is the Commerce Bank appraisal that
18 was given to me by Commerce Bank for my records, through my
19 regular business relations with them; regards the refinance
20 with them. And I kept it -- received it at that time and kept
21 it. It's part of my normal business relations with them.

22 THE COURT: Ms. Hager?

23 MS. HAGER: Well, Your Honor, there's no foundation
24 for the document, and Mr. Reed's testimony is not sufficient to
25 get the document in, because this was a document prepared by

1 Mr. McCaffrey (ph.) for Commerce Bank. Doesn't indicate at all
2 that it was a document prepared for or by Mr. Reed.

3 (Pause)

4 MR. REED: Your Honor, may I point to something on the
5 face of the document?

6 (Pause)

7 THE COURT: All right, this is a document you received
8 from Commerce Bank?

9 MR. REED: It is, Your Honor. If you look at two
10 things on the face of the document -- and I need a minute to go
11 through the document well.

12 THE COURT: Well, just tell me, is this a document you
13 received from Commerce Bank?

14 MR. REED: Yes.

15 THE COURT: All right. I'm going to admit Exhibit 2
16 for the limited purpose of notice or knowledge by Mr. Reed. It
17 is not admitted in evidence for the truth of the matter
18 asserted within the appraisal report.

19 (Commerce Bank appraisal re: Reed refinance was hereby received
20 into evidence for the limited purpose of notice or knowledge,
21 and not for the truth of the matter as to value, as Reed's
22 Exhibit 2, as of this date.)

23 THE COURT: So let me underst -- I want to explain; I
24 ordinarily wouldn't, Mr. Reed, but -- okay. The document is
25 not admitted -- when I say it's not admitted for the truth of

1 the matter, on page 2 of 6, the appraisal indicates an -- it
2 gives an "indicated value", by sales comparison approach, of
3 2,040,000 dollars. The document is not admitted in evidence
4 for the purposes of the truth of that conclusion. The
5 document's hearsay, okay? The appraiser is not here testifying
6 and is not on the witness list to call them as a witness. So
7 it can't -- I can't admit it, and I'm not admitting it, in
8 evidence for the truth of the matter, namely, the appraised
9 value. I'm admitting it solely as part of the background
10 of --you indicated you had these discussions with TD Bank; you
11 indicated that you paid 850 dollars to them to get an
12 appraisal. I see on the first page of the document, in the
13 right-hand corner, there's a handwritten 850 dollars; I can't
14 read the rest of it.

15 But I'm admitting it solely for the purpose of notice
16 or knowledge. You testified that you were in communication
17 with TD Bank and that they obtained an appraisal, but I can't
18 admit it for the truth --

19 MR. REED: For the value?

20 THE COURT: For the value.

21 MR. REED: That's fine.

22 THE COURT: Okay? So that's my ruling. But go ahead.

23 MR. REED: What I wanted to draw your attention to
24 actually, Your Honor, on the face of the document there's a
25 stamp from TD Bank -- or Commerce Bank. The top. You had

1 asked about an application, or proof of an application,
2 which --

3 THE COURT: You can't prove the existence of a loan
4 application by a stamp that says, "This appraisal has been
5 performed for Commerce Bank in connection with a loan request
6 made by you. Commerce Bank makes no representation regarding
7 the accuracy of the information contained in the appraisal, and
8 assumes no liability in connection with this appraisal."
9 That's the stamp you're talking about, right?

10 MR. REED: I don't know --

11 THE COURT: Okay.

12 MR. REED: -- the legal import of it, but --

13 THE COURT: I understand, Mr. Reed. Go ahead with
14 your narrative. You've offered it. I can't -- I'm not going
15 to admit it for the truth of the matter asserted, namely, the
16 value, because that's hearsay. I'm admitting it for the
17 limited purpose of notice or knowledge. You indicated your
18 communication with TD Bank; you've testified about that. You
19 indicated that you paid them a fee to get an appraisal done.
20 Okay. But go ahead, all right?

21 What happened -- so you didn't -- you told me that you
22 didn't reach a new agreement with the Jacobses, they backed
23 out. You wound up in litigation with them, didn't you?

24 MR. REED: I did.

25 THE COURT: Yeah. Okay. I'm not sure that that's

1 really relevant to -- Ms. Hager wants to -- if you want to tell
2 me about it, you can, but it's not really relevant to the
3 issues here. But go ahead. Pick up your narrative where you
4 wanted to pick it up. You wound up paying back their deposit.

5 MR. REED: Yes. We litigated the -- the issue in the
6 litigation was that we, especially in light of the conflicting
7 appraisals from the same institution, and the -- what we felt
8 were material defects in their -- the Jacobses' appraisal from
9 the same institution, that a contract provision requiring best
10 efforts to obtain financing -- there needed to be a
11 determination what "best efforts" meant. And a New Jersey
12 court found it -- they felt that the Jacobses had satisfied
13 that requirement.

14 THE COURT: All right, what happened? Just pick up
15 the story.

16 MR. REED: Yeah. So we -- so they got their deposit
17 back.

18 So the -- we were still bound by a listing agreement
19 with B.T. Edgar.

20 THE COURT: Is that Ms. Carter?

21 MR. REED: Ms. Carter. And for the record, has defied
22 a federal subpoena, Your Honor, to appear today as a witness in
23 this case. I don't know what to do about that.

24 There ensued a conflict with B.T. Edgar regarding the
25 Jacobs contract. B.T. had a position that they didn't want to

1 relist the house until they were -- as active for sale, until
2 they were satisfied that the Jacobs transaction was not going
3 to be amended or come to a purchase conclusion.

4 (Pause)

5 MR. REED: I believe it was after the -- I'm pretty
6 sure it was after the foreclosure commenced that -- yeah,
7 because I went to see B.T. about that; we wanted to make sure
8 we got it on the -- back on the market. And I was satisfied, I
9 think, that from a business perspective, the Jacobses were
10 going to come to an agreement that, whether or not we relisted
11 or not -- left it pending on the MLS was not really relevant to
12 actually coming to an agreement with them. It was necessary,
13 from a business perspective -- and I had maintained it prior to
14 the foreclosure action -- to relist the property. They had
15 resistance and they had contractual language in the listing
16 agreement, about -- that they had pointed to and -- that
17 stalemated between us the fact that it was still listed as
18 pending. When the foreclosure happened, they seemed to back
19 off that position and relist the property.

20 Your Honor, I'm not sure of, like, the times, the
21 dates. I reference things in my mind as pre and post the
22 foreclosure action commencing. Trying to get an idea where in
23 that time line they are.

24 When we relisted it, if I'm not mistaken, we brought
25 the price down and for the simple reason there's now added

1 pressure; I have a foreclosure action, I want to sell the
2 property. We had a contract just for two million forty. As
3 you said, you didn't admit it as evidence, but I had
4 understanding that the property was worth that or near that.
5 From a market perspective, the contract itself is evidence of
6 what the market was interested in paying for that property. We
7 were in an arm's-length transaction. I didn't know the
8 Jacobses; they were two separate individuals that came together
9 for that price. But for the fact that they had a third party
10 involved for financing, if it was a cash transaction, they
11 would have bought the property; it was -- there was an
12 agreement.

13 So --

14 THE COURT: The world changed in 2008, Mr. Reed. The
15 world changed in 2008 with respect to the real-estate market.

16 MR. REED: Not yet, though. And I don't know if it
17 was 2008, and I think there'll be evidence to show --

18 THE COURT: Well, let's get on with the evidence,
19 okay? All right, so after the Jacobses cancelled, did B.T.
20 Edgar relist the property?

21 MR. REED: Yes, it --

22 THE COURT: When? Do you know?

23 MR. REED: I believe right -- I mean shortly after
24 the --

25 THE COURT: What happened next?

1 MR. REED: Well, it was a relatively good price at
2 that moment in time, and --

3 THE COURT: All right, but that deal didn't happen, so
4 what happened then?

5 MR. REED: No, I'm saying, when they relisted it --

6 THE COURT: Yes.

7 MR. REED: -- the new price was a lower --

8 THE COURT: Listing price, yes.

9 MR. REED: Yes, new listing price.

10 THE COURT: Do you remember what you listed it at --
11 reduced it to?

12 MR. REED: 1.8-something, I think.

13 THE COURT: Okay.

14 MR. REED: And we got an offer from -- and this is
15 maybe -- I can't remember how early -- it was very close --
16 June, July; I don't know. We had a verbal offer for 1.8 that
17 then came in writing from a fella called Mark Weaver.

18 THE COURT: Weaver?

19 MR. REED: Weaver.

20 THE COURT: He ever make a written offer? Mr. Weaver
21 make a written offer?

22 MR. REED: Through Ms. Carter, yes.

23 THE COURT: Because when I went through your exhibits,
24 I didn't see a written offer from the Weavers. Was there a
25 written offer?

1 MR. REED: Yeah; I think Ms. Hager has them in her
2 exhibits.

3 THE COURT: All right, go ahead. And what happened
4 then? Did you enter into a contract with the Weavers?

5 MR. REED: We did.

6 THE COURT: Do you remember what the purchase price
7 was?

8 MR. REED: It was the 1.8, which --

9 THE COURT: And what happened?

10 MR. REED: Mr. Weaver proceeded as normal; had, I
11 think, some home inspections done on the property. And at that
12 same time -- that same time frame, I -- pretty sure I had some
13 communication with the mortgage company, maybe on -- and there
14 was a -- there was a meeting -- a large meeting being sponsored
15 by, I think, Senator Menendez -- U.S. Senator Menendez's
16 office, for mortgage companies and buyers and sellers and
17 people, to work on their mortgages. If I'm not mistaken, it
18 was at the local county college. And I -- in talking with the
19 mortgage company about our situation --

20 THE COURT: Which mortgage company?

21 MR. REED: We had a mortgage comp -- the servicer, I
22 guess, GMAC Mortgage.

23 They -- I believe they were first reluctant -- my
24 memory serves me, they were first reluctant to talk to me,
25 because we were in foreclosure. They wanted to direct me to

1 speak to their foreclosure counsel in New Jersey. And as a
2 matter of fact, I don't -- I think I -- I think I became aware
3 of the -- this event -- it may have been something in the
4 little -- it was like a little -- it's a news -- like, a little
5 town newspaper, and there was something in the newspaper, a,
6 like, flyer about the event.

7 So nonetheless, I -- the -- when I had spoken to the
8 law firm, their position was we're in default, we have the --
9 you have to pay the mortgage. I didn't speak to any lawyer. I
10 left messages for the lawyer. I spoke to some -- I believe,
11 some lady. I cannot tell you who I spoke to.

12 But when I -- I remember, when I went to this meeting
13 at Brook (ph.) College, they had an actual representative.

14 THE COURT: Who did?

15 MR. REED: GMAC Mortgage. There were many -- reminded
16 me of college registration in the old days before computers,
17 where you would have to go in the school and -- at all the
18 tables set up, and everything like that.

19 So I went there. I was able to find -- they called
20 themselves ResCap; GMAC. I think that might have been the
21 first time I heard the name ResCap. But I realized that that's
22 who we would be -- know -- have any information about my
23 mortgage situation.

24 So I brought my information to them. They gave me --
25 we spent maybe an hour or so. They had multiple

1 representatives. And we came to a written agreement, or there
2 were notes. I didn't walk out of there that day with a written
3 agreement, but there was -- there were notes on the -- you
4 know, that we would have -- there was an understanding and
5 agreement that there would be, you know, a modification to our
6 mortgage. But I believe, Your Honor, it was -- it may have
7 been in two steps, and that they were going to -- the gentleman
8 said look, don't worry about the foreclosure action. This
9 is -- meaning I'm not telling you not to fight it or do
10 something to do it, but this is the point of our meeting here
11 is to resolve your -- you know, any default in your note.

12 MS. HAGER: Objection, Your Honor, to the extent that
13 he's testifying about what the representative actually said,
14 which is hearsay.

15 THE COURT: Well, if the representative said it, it
16 may or may not be admissible as an admission. I'll take it
17 under advisement.

18 MS. HAGER: Okay.

19 THE COURT: I'm not ruling on the objection at the
20 present time.

21 Go ahead.

22 Did they give you any paperwork to complete in
23 applying for a modification of the mortgage?

24 MR. REED: Yeah, they did. They gave me -- they gave
25 me some kind of a package, Your Honor. I'm pretty sure they

1 did.

2 Your Honor, I need to stand up for a moment.

3 THE COURT: Go ahead. If you stand within voice range
4 of the microphone, I'll let you stand and we can try and do it
5 that way. If you want to take short break --

6 MR. REED: That's --

7 THE COURT: -- we can do that.

8 MR. REED: The issue is, Your Honor, from a physically
9 comment, not to bore you, sitting I only last so long, standing
10 I only last so long, or lounging, as you can see. I mean no
11 disrespect to the Court --

12 THE COURT: You know, you've been in my courtroom
13 enough, Mr. Reed, that I understand that you have back issues.

14 MR. REED: I'm sorry.

15 THE COURT: And I don't suffer from it to the extent
16 you do, but there are times when I wind up standing at the
17 bench because my back is sore. So I have no problem if you
18 sit, if you stand, okay? That is no -- I don't take it as any
19 disrespect. I understand you're uncomfortable.

20 While you're looking through, I just want to come back
21 to your testimony about the Weavers. Was the Weaver offer an
22 all-cash offer or subject to financing contingency?

23 MR. REED: All cash. Especially in light of what I --

24 THE COURT: You know --

25 MR. REED: -- just went through --

1 THE COURT: Okay, Mr. Reed, here's my suggestion.
2 Move the chair over to the side, and so you can get closer to
3 the microphone standing. Okay?

4 MR. REED: Let me try this.

5 THE COURT: Rather than leaning over, if you'd just
6 slide the chair over further.

7 MR. REED: I'm doing this --

8 THE COURT: Okay, I'm not going to tell you what you
9 need or --

10 MR. REED: No.

11 THE COURT: Okay. I just want to make sure the
12 microphone is picking up your testimony.

13 Okay, so the Weaver offer was an all-cash offer, not
14 subject to a financing contingency?

15 MR. REED: Yeah, and that was in -- that, of course,
16 would be very appealing to us, Your Honor --

17 THE COURT: Sure.

18 MR. REED: -- in light of what just transpired.

19 THE COURT: But the deal never closed?

20 MR. REED: Correct.

21 THE COURT: And why didn't it close? I just want --
22 because you started telling me about Weaver, and then you went
23 on to talk about this meeting with a GMAC representative.

24 MR. REED: Oh, yes, I was talking about that meeting
25 because it was something else --

1 THE COURT: And we'll come back to the meeting. But I
2 want to make sure that I, at least, have heard the testimony
3 about Weaver. From looking at documents, my understanding is
4 that deal didn't close?

5 MR. REED: That is correct, Your Honor.

6 THE COURT: And why didn't it close?

7 MR. REED: Mr. Weaver failed to -- well, first of all,
8 if I'd like to -- I don't know if it's legally relevant in any
9 way, but factually, the contract was amended to reflect --
10 Mr. Weaver did not come to a settlement, I think, that was set
11 to occur, and Mr. -- it turns out his name was not Mr. Weaver,
12 apparently, it was Mr. Cooper. I know, believe me.

13 THE COURT: Okay, all right. Well, I'm sure Ms. Hager
14 is going to have some questions about the Weaver/Cooper --

15 MR. REED: And --

16 THE COURT: Let's go back to GMAC.

17 MR. REED: Okay.

18 THE COURT: They gave you a package of materials in
19 connection with a possible modification of your mortgage?

20 MR. REED: Yes.

21 THE COURT: Right. And did you complete the
22 documents?

23 MR. REED: I did.

24 THE COURT: And did you send them in?

25 MR. REED: I did. And I sent the three -- there were

1 two -- there were two steps, I believe -- if I remember
2 correctly, Your Honor, there was a completion of some documents
3 about our assets and things of that nature. I'm pretty sure
4 about that. And then I remember receiving -- I originally
5 thought I got it at the meeting, but I don't -- I don't think
6 so. I think it came later in the mail. I think I got
7 documents from them, filled them out, sent them. I think they
8 gave them back to me. And there was -- there was a
9 modification.

10 And as I said, I think it was a -- it was a two-step
11 process. It was supposed to last so long. I don't remember if
12 it was five months, six months.

13 THE COURT: So what --

14 MR. REED: And I accepted the terms of the
15 modification and sent -- they required a 3,000-dollar payment
16 to -- in consideration, I guess, for the -- for the
17 modification. The -- I don't have the document. I couldn't
18 find it. As a matter of fact, I didn't even -- I'd forgotten
19 about it.

20 But I sent it back, and the -- you know, with the
21 payment, and the mortgage company kept the payment.

22 THE COURT: The payment was the 3,000 payment?

23 MR. REED: Yes, um-hum. And I didn't hear -- they
24 were sup -- according to the documents, they were supposed
25 to -- you know, it said on it, this is not complete until you

1 receive a signed copy back, you know, for your -- for your
2 records. I mean, there was two places on the bottom of the
3 document for signatures: one for me and one for the mortgage
4 company. And we never got it back.

5 And in the -- in that time, you know, I wasn't
6 thinking about it so much. It wasn't at the top of my
7 attention, because now we had a contract for sale, a cash
8 contract for sale, for -- from, you know, Mr. Weaver or Cooper,
9 or whatever, for a million-eight.

10 So my point in this narrative brings me to Exhibit 16.
11 I think Ms. Hager has a copy of it in her exhibits as well.

12 THE COURT: And what is Exhibit 16?

13 MR. REED: That's an e-mail exchange between the
14 representative that I had met from GMAC ResCap.

15 THE COURT: So the representative you met was this
16 Mark Folweiler, F-O-L-W-E-I-L-E-R?

17 MR. REED: Yes.

18 THE COURT: And do I understand that Exhibit 16 is an
19 exchange of e-mails, the first from you on Monday September
20 22nd, 2008 at 10:09 a.m., and a response from Mr. Folweiler on
21 September 2 (sic), 2008 at 11:29 a.m.?

22 MR. REED: Yes.

23 THE COURT: Are you offering Exhibit 16?

24 MR. REED: Yes.

25 THE COURT: Ms. Hager?

1 MS. HAGER: Your Honor, the Borrower Trust objects to
2 the extent that the page that's being offered is actually an
3 incomplete document. It does not represent the entire e-mail
4 chain. I don't have an issue with that particular page itself.
5 However, our Exhibit MM actually reflects the entirety of that
6 e-mail exchange.

7 So just to the extent that Mr. Reed is offering a
8 portion of what is otherwise the complete document, we have an
9 issue with that. It's not the best evidence of that e-mail
10 exchange.

11 THE COURT: Let me look at your Exhibit MM.

12 MR. REED: And that's on --

13 THE COURT: Just let's stop.

14 (Pause)

15 THE COURT: So, Mr. Reed, Ms. Hager has pointed me to
16 the Trust's Exhibit MM. And it includes -- it's three pages in
17 length, and it appears to relate to the same e-mail chain, but
18 include additional -- you agree as to what it is?

19 MR. REED: Yes, Your Honor.

20 THE COURT: All right. We have a doctrine of
21 completeness, so that if you offer part of an exchange, the
22 Trust would be entitled to have the whole exchange in evidence.
23 Do you want to offer Exhibit MM even though it's their exhibit?

24 MR. REED: Yes.

25 THE COURT: Okay, Ms. Hager?

1 MS. HAGER: No objection to that, Your Honor.

2 THE COURT: All right. So Exhibit MM, which is three
3 pages in length, and relates to the e-mail exchange between
4 Mr. Reed and Mr. Folweiler, is in evidence.
5 (E-mail exchange was hereby received into evidence as Trust's
6 Exhibit MM, as of this date.)

7 THE COURT: Okay, so that's in evidence now, Mr. Reed.
8 What is it that you want to pick up in the narrative?

9 (Pause)

10 MR. REED: Just what -- at this point, I'd point to
11 the Court that as it didn't mean -- with my attention focused
12 from trying to do a work-out --

13 THE COURT: You weren't concerned about the mortgage
14 modification if you were going to close a sale to Mr. Weaver?

15 MR. REED: Right. And I did -- I did everything that
16 I was supposed to do, at that point, for them. You know, I
17 sent -- I filled the paperwork out and we got an agreement. I
18 sent it back. I sent a payment. And it wasn't at the top of
19 my mind and I -- I was just telling Mr. Folweiler here that,
20 you know, I guess it's a moot issue, but just for the record
21 I'd like to point out that, you know, thinking about it now,
22 you know, I never got my documents; I never got the new payment
23 schedule; I never got the new payment coupons. You know, this
24 stuff never arrived.

25 THE COURT: Okay.

1 MR. REED: And Mr. Fol -- now, looking back, I find it
2 interesting to note, whether it has any relevancy legally or
3 not, Mr. Folweiler says in the e-mail, they never send them
4 back. The executed agreement that -- and the stuff that
5 they're supposed to send me, they didn't even send me.

6 THE COURT: Let me ask you this, Mr. Reed: did the
7 documents that you signed -- you made the 3,000-dollar payment;
8 did it require that you make monthly payments as well?

9 MR. REED: There was supposed to be a coupon book that
10 came -- several coupons --

11 THE COURT: All right. We'll look at the
12 statements --

13 MR. REED: -- and the amount was supposed to be --

14 THE COURT: Okay.

15 MR. REED: -- they were going to set the date of when
16 it was going to be. You know, it was going to be a different
17 date. You know, there were -- I don't remember the amount of
18 what it was supposed to be. It was a variable rate where they
19 adjust -- they adjust the rates. You know, the import -- the
20 import of this was, I needed to commit to them doing this, and
21 they were going to -- you know, they wanted the 3,000 dollars
22 and my commitment, and then they were going to respond to that.

23 THE COURT: Okay, go ahead with your -- pick up your
24 narrative.

25 So, but let me ask you this: this discussion with

1 Mr. Folweiler, this was after the mortgage foreclosure action
2 was commenced, right?

3 MR. REED: Yes.

4 THE COURT: Did you retain a lawyer to defend you in
5 the mortgage foreclosure action?

6 MR. REED: As it -- after this.

7 THE COURT: Not yet?

8 MR. REED: No.

9 THE COURT: Okay. All right. Go ahead with your --

10 MR. REED: I mean, I called; we talked.

11 THE COURT: Who's the -- talked to who?

12 MR. REED: McCrink -- attorney Matt McCrink, at
13 this -- at this stage of the game.

14 THE COURT: All right, go ahead.

15 MR. REED: And I think we had a meeting. I told him
16 that we were -- I think we had a contract; we had the -- you
17 know, the modification with the mortgage company had gone well.
18 Everything, you know, seemed like it was in place.

19 I believe I had filed an answer, at that point. I
20 can't remember how long I had to file the answer, but I think
21 at that point, I had already filed an answer.

22 THE COURT: On your own behalf?

23 MR. REED: To the foreclosure complaint, just to make
24 sure that it, you know, it wasn't defaulted. So you know, it
25 was -- everything seemed to be -- all the bricks that could be

1 put into place, seemed to be in place, you know, to make every
2 party involved satisfied for what -- you know, what interest
3 they had, at that moment in time.

4 I mean, I wasn't happy that I'd lowered the price at
5 that point in time. You know, the world hadn't suffered any
6 financial issues as of yet. So -- but I was happy to have the
7 buyer so quickly, the rework with the mortgage company.

8 THE COURT: When were you supposed to close on the
9 sale to Mr. Weaver?

10 MR. REED: Your Honor, I thought it was September, and
11 I looked down at the evidence and it is -- the e-mail says
12 September, the end of September.

13 THE COURT: Of 2008?

14 MR. REED: Yes.

15 THE COURT: All right, go ahead.

16 MR. REED: Now, again, I think that's the original
17 contract with Mark Weaver. And I have moving trucks come to
18 our house. They're loading, the settlement is coming. It's a
19 cash transaction; thousands of dollars expended to do this.
20 And --

21 THE COURT: Was Mr. McCrink your real-estate lawyer in
22 connection with the sale to Weaver?

23 MR. REED: No. There -- I did not have one.

24 THE COURT: All right, go ahead.

25 MR. REED: Because of the years of dealing with the --

1 and in Southern New Jersey, there's a practice that you don't
2 have attorneys -- a common custom. Title companies handle the
3 transactions.

4 So I think, if I'm not mistaken, I got a call that
5 afternoon that they were going to -- the buyer was going to
6 need a little more time. I can't tell you if it was a week
7 they wanted or a month that they --

8 THE COURT: So when you say "I got a call that
9 afternoon", I don't know what afternoon?

10 MR. REED: From the realtor. I believe Ms. Carter --

11 THE COURT: All right.

12 MR. REED: -- called me.

13 THE COURT: And when was that?

14 MR. REED: I think it was the 29th itself.

15 THE COURT: Of September?

16 MR. REED: Yeah.

17 THE COURT: 2008.

18 MR. REED: Yeah, when we were loading the trucks.

19 THE COURT: Okay.

20 MR. REED: And so --

21 THE COURT: Did she tell you why more time was needed?

22 MR. REED: I think -- Mr. Weaver -- she told me
23 that --

24 THE COURT: I'm only asking this for notice, not the
25 truth of the matter asserted, what she told you.

1 MR. REED: That Mr. Weaver had money offshore and he
2 needed to wire it in.

3 THE COURT: That's what Ms. Carter told you?

4 MR. REED: Yes.

5 THE COURT: Okay. Go ahead.

6 MR. REED: And then they gave me some document I
7 didn't understand --

8 THE COURT: Who's the "they"?

9 MR. REED: Ms. Carter, purportedly from Mr. Weaver to
10 me, showing five million dollars in some kind of an account,
11 and that it would be free soon.

12 Such is my life.

13 THE COURT: The check was in the mail?

14 MR. REED: That's right. That'll -- we'll address
15 that kind of thought in a little bit about Mr. Weaver and a
16 check in the mail.

17 So you know, selling real estate in the fall, heading
18 into Christmas is not the best time, necessarily to sell real
19 estate, not for value, so to speak, but it's typically a longer
20 days on market, a longer settlement, from my experience -- time
21 to settlement, when it comes to family homes, homes that have,
22 you know, multiple bedrooms and baths for people with children,
23 unlike vacation homes or condos or smaller homes.

24 So I was very aggravated with the situation. But
25 still, it -- you know, from a business perspective, you know, I

1 was presented with evidence of funds. I was told. And Ms.
2 Carter even had said to us, look, I know the family.
3 They're -- you know, they've been in here in town for years.
4 Ms. Carter was a realtor for years in town. And --

5 THE COURT: Well, stop for a second.
6 Go ahead.

7 MS. HAGER: Objection to the extent that he's
8 testifying about hearsay from Ms. Carter.

9 THE COURT: I'm going to admit it only for notice or
10 knowledge, not for the truth of matter asserted. I don't think
11 he's blaming GMAC for Mr. Weaver-cum-whatever his name was.

12 Go ahead. Anyway, Ms. Carter said she knew him?

13 MR. REED: It actually turns out she knew the
14 grandmother of the wife of Mr. Weaver.

15 THE COURT: Okay. How long was the closing delayed,
16 in your understanding, at that time?

17 MR. REED: Your Honor, let me take a moment to think
18 about the timeline. I believe that there -- in 2008, there was
19 a scheduled closing in September originally. Then I bel -- now
20 I'm thinking about it, I remember some kind of a settlement
21 that was scheduled in October. Maybe --

22 THE COURT: When you're talking about settlement -- a
23 closing?

24 MR. REED: Closing -- a closing. A closing in
25 October. And I'm wondering if that's -- and again, I don't

1 know the significance, but I'm -- the facts pop into my head.

2 That may have been when the trucks were in --

3 THE COURT: Did you ever move out?

4 MR. REED: I did. I did. I did, Your Honor. In an
5 attempt -- I wanted to make sure this would go through. I
6 mean, I did whatever I could to -- you know, to make it happen.

7 THE COURT: Did you subsequently move back in?

8 MR. REED: Yeah, yes, Your Honor.

9 THE COURT: How long were you out of the house before
10 you moved back in?

11 It's okay, Mr. Reed. Take your time.

12 (Pause)

13 MR. REED: A week before Thanksgiving, it was a
14 Friday, 2008, we were supposed to have another closing. I know
15 this is dry material for you. I just want -- it's hard to live
16 it.

17 The Friday before Thanksgiving 2008, we were supposed
18 to have another settlement -- closing. The contract, I think
19 had been changed to reflect Mr. Cooper, not Mr. Weaver. Mr.
20 Cooper assured us directly and through Ms. Carter that the
21 funds would be there for settling. We once again ordered
22 trucks from ABS Trucking. We had workers filling it.

23 Your Honor, you must have a proper perspective of the
24 undertaking. There was five children and my wife, my mother,
25 not knowing, you know, what to do, where to go. In our

1 circumstance, it's not just like it's me. You know, I could
2 live in my car if I had to.

3 So and for the record, prior to that, Mr. -- for me to
4 go forward, I think Mr. Cooper had to -- we wanted to make sure
5 he put some good-faith money down, so he'd given 50,000 dollars
6 to hold in escrow. In my mind, I recollect that Infinity Title
7 Company held that money in escrow, because the closing was
8 supposed to occur there.

9 So I come ready for settlement, Mr. Cooper -- I showed
10 up at the title company at 3, because the vice president -- I
11 think she may have been a partner in the title company -- had
12 told me that wire cutoffs for their transactions were 3
13 o'clock. And with the trucks there again, filling them, and
14 everyone upset. We wanted to go see if it was going to close.

15 So when Mr. Cooper walked in, he didn't address me.
16 He nodded to me. I spoke to him, and he nodded to me, turned
17 to his phone. Ms. Carter and I believe the owner of the agency
18 or the brokerage, as well as the person that -- the executive
19 from the title company whisked Mr. Cooper to another room.

20 And they -- Ms. Carter said to me -- I said what's
21 going on? The title company just told me the wire cutoff has
22 passed, the money is not here. I'm once again in a situation,
23 now a week before Thanksgiving -- not even -- we're -- what's
24 going on?

25 So they just said go get a cup of coffee, go home for

1 a little bit, do whatever, just we're going to talk to Mr.
2 Cooper. He says he wants to speak to us about the situation.
3 Which that plus the wire not being there, was not a good word
4 to hear. I didn't drink much coffee and relaxing with that
5 word on your mind.

6 So about an hour goes by and they want -- they pull me
7 into a conference room. They ask me to come back and I come
8 back. The meantime my wife is hysterical about this stuff.
9 And you know, we've already pulled the kids out of school, you
10 know, all their documents were taken.

11 So Mr. Cooper presents -- they said that Mr. Cooper
12 would like to present you with a different agreement. And I
13 said what is it? What -- you know, understand my state of
14 mind, Your Honor. I'm -- you know, I thought back in September
15 this was not a problem to foreclosure. I believe our matter
16 was adjourned or was scheduled to be heard, you know, in the
17 near future. So my back's again to that, at this moment in
18 time, something that I didn't discuss in my narrative, but back
19 in the time line, I contacted TD Bank with my plan B that had
20 supposedly been sitting there waiting to be used at my
21 discretion as had always, you know, been, and they wouldn't go
22 forward with it.

23 That's to the -- the sole evidence I have to that is
24 the documents you've received from this morning in the court
25 from their legal department.

1 So now I have only so much liquidity. I see what's
2 happening. And so I entertain Mr. Cooper's --

3 THE COURT: Can I ask? Had you met a gentleman named
4 Weaver at the time that you had the initial all-cash purchase?

5 MR. REED: I met a man who walked through our house --

6 THE COURT: And identified himself as Weaver? You
7 have to answer audibly.

8 MR. REED: Oh. I believe so. I mean, I believe -- I
9 don't know if I actually spoke to him. I mean, I opened the
10 door and let Ms. Carter and Mr. Weaver in the house -- who I
11 thought was Mr. Weaver. And there was an offer from that
12 gentleman who walked through the house, and the offer said
13 "from Mr. Weaver".

14 THE COURT: And when did you -- and when's the first
15 time you heard that it's not Weaver, it's Cooper?

16 MR. REED: Maybe Oct -- maybe the October settlement.
17 Maybe it was -- I can't remember, Your Honor. It was --

18 THE COURT: Was it your understanding that they were
19 one and the same person, as opposed to your original deal with
20 a Mr. Weaver, and he assigned the contract to Mr. -- to
21 somebody named Cooper? I'm just trying to understand what your
22 understanding was?

23 Most people don't change their names from Weaver to
24 Cooper --

25 MR. REED: Your Honor, I questioned -- I questioned

1 what that -- because --

2 THE COURT: Did you question him? Did you --

3 MR. REED: No, no. The title company, I believe, and
4 the realtor, in the -- Ms. Carter had said to me, oh, it's --
5 it's okay, he's doing it as an a/k/a, a fictitious name that's
6 registered with the government, blah, blah, blah.

7 THE COURT: All right. So it doesn't close before
8 Thanksgiving, and his new offer is what? This is the lease
9 option?

10 MR. REED: Yes, yes. This is a document Mr. Cooper
11 drafted.

12 THE COURT: And do you have a copy of that? Is that
13 in your exhibits?

14 MR. REED: It's not. I --

15 THE COURT: Okay, all right. Go ahead.

16 So from reading, he paid you 400,000 dollars -- he'd
17 already paid you 50,000; he paid you another 400,000. There
18 was a lease with an option to purchase?

19 MR. REED: The 50,000 wasn't paid to me. It was in --
20 in --

21 THE COURT: In escrow.

22 MR. REED: -- escrow.

23 THE COURT: And the 400,000 was paid to you?

24 MR. REED: At the end --

25 THE COURT: So when was it paid to you?

1 MR. REED: The closing was supposed to be Friday, and
2 it now was -- if I accepted it, it would be, I think, Monday.
3 Not a closing, I'm sorry. Not a closing. It would be
4 possession -- occupancy would change Monday or Tuesday. And
5 Mr. Cooper wanted to write a check or a cashier's check. But
6 it was late in the evening on Friday. So with all the trucks
7 still there -- so Mr. Cooper was willing to give me 400,000
8 dollars, and I said I'm not going to -- I want it before I let
9 you move in.

10 But Mr. Cooper required that it -- that the money --
11 there was a specific use for that money, and that I had to use
12 that money for a specific thing, that I had -- I had to take
13 the money and I had to use it to pay off the second mortgage or
14 any other lien besides the first mortgage on the property,
15 which I did.

16 THE COURT: Is there a written agreement with Mr.
17 Cooper that required that the 400,000 dollars be used to pay
18 the second mortgage?

19 MR. REED: No. I had to -- I mean, I had to
20 provide -- they required evidence -- I mean, I had to give a
21 receipt to the title company. I had to give it to the realtor.
22 They wanted it done very quickly. It's not like I got the
23 400,000 dollars and I could just go to Las Vegas with it or you
24 know, buy a yacht or something like that.

25 THE COURT: Who held the second mortgage?

1 MR. REED: ResCap, Homecomings Financial. The money
2 went to them.

3 THE COURT: Okay, why don't you pick up with your
4 narrative.

5 MR. REED: So -- Your Honor, to be clear, not all of
6 the -- it turned out the balance wasn't a full 400-. I don't
7 remember the exact amount. But it was a -- to pay off all the
8 liens and things on the house, it was over 200-and-some-
9 thousand dollars to do that.

10 THE COURT: Okay, go ahead.

11 MR. REED: So the remainder of the money gave us -- it
12 was for the fact that we had to vacate. It turns out there was
13 damage done to the other property that we had that we were
14 going to. There was a roof leak that caused a great deal of
15 damage that I was not aware of, because it was in another
16 state.

17 THE COURT: This was income property that you owned?

18 MR. REED: It was a property -- it was not an income
19 property. It was my next property that we were going to
20 occupy.

21 THE COURT: All right.

22 MR. REED: I was doing like I normally do, Your Honor,
23 where I renovate it and we were expanding it, increasing the
24 value. That's in those volumes of documents that you didn't
25 want to see, that you excluded. But that was just the next

1 thing where we were going with that money, one of the two
2 things --

3 THE COURT: You moved from Moorestown to a property
4 that you had already purchased?

5 MR. REED: Yes.

6 THE COURT: All right, go ahead.

7 MR. REED: But we couldn't move into it because I
8 discovered that it was damaged. So that's why there was some
9 excess money from Mr. Cooper, and we spent, I don't know,
10 30,000 dollars, living in a -- wound up living in a Hampton Inn
11 or a Homewood Suites -- Homewood Suites in Virginia, two
12 bedrooms and a little living room. I don't know if you've ever
13 been in there -- the little places. But five kids, me and my
14 wife.

15 THE COURT: Where was the property you were moving to?
16 In Virginia?

17 MR. REED: Yes, nearby.

18 THE COURT: All right. So let's go back to the story
19 of the Moorestown property. What's the next thing that
20 happened?

21 MR. REED: So --

22 THE COURT: Mr. Weaver or Gordon (sic) was supposed to
23 paying you rent payments as well as the --

24 MR. REED: Right. So this is not -- this money was
25 not supposed to -- the 400 was not a payment towards the

1 purchase of the property, it was an option -- he called it an
2 option to buy. If he -- you know, that's what would secure the
3 option.

4 THE COURT: When did he default with you?

5 MR. REED: Well, he -- he had sixty -- this agreement
6 was for sixty days: December and January. In December -- by
7 the middle of December, Mr. Cooper did not pay the rent.

8 THE COURT: How much was the rent?

9 MR. REED: You're going to love this one, Your Honor.
10 25,000 dollars a month. I guess he knew that that would be a
11 number that I would bite, because it was a significant number.
12 Normal rents in that house probably would be 6,000, 7,000,
13 something like that. I mean we have a -- I don't know if
14 you've seen any of it, but it's a seven-bedroom, ten-bath
15 house. I mean, there's a lot of room in it.

16 THE COURT: Okay, so by mid-December, he hasn't paid
17 you the rent?

18 MR. REED: Right.

19 THE COURT: What happens next?

20 MR. REED: So now I'm in -- I'm in a hotel for a
21 couple weeks now. My -- seven tractor-trailers full of my
22 whole life. All of us jammed into a little hotel, having a
23 heart attack, trying to figure out how to fix the house in
24 Virginia. Not enough money to make sure everything happens,
25 because I just gave it all to pay a mortgage company to pay off

1 the other notes.

2 So -- so I got his phone number, because I was really
3 angry. I said, look, I'm coming up there. I mean, I was
4 really pissed. You have no idea, Your Honor. I mean, I was --
5 sorry, but I mean, I was, you know -- I'm a very calm man,
6 especially with all these kids, I have to be. But I tell you,
7 if ever I was moved to almost the point of violence, that would
8 have been it.

9 And so --

10 THE COURT: Did you go up to Moorestown?

11 MR. REED: Not on that occasion, I didn't. So I mean,
12 imagine this, ten days before Christmas, the guy's check is not
13 there yet. So I got his number and I called him and I said
14 look, I don't care -- you know, we'll sort this out after the
15 holidays, but look, you put 50,000 dollars in escrow, I'll be
16 damned if you're going to get that money. So why don't you --
17 you know, it's not going to happen. I don't care if this goes
18 nowhere and you wind up walking away, you will not get -- I
19 will fight you to the end over that money.

20 So why don't you just -- if you don't have money, if
21 you -- because he told me, oh, my money's still tied up; I gave
22 you whatever I had. I said, well, not all your money's tied
23 up. I'd like to point out to the fact that there's 50,000
24 dollars at the title company, which happens to coincide with
25 two months' rent payment which you contracted with me to pay.

1 Why don't I do this? I'll agree to allow you to
2 reduce your security held against the house for the purchase by
3 25,000 dollars for the month's rent that you owe for 25,000
4 dollars. Tell the title company that you agree to release the
5 money.

6 Three or four, five days go by. We're almost at
7 Christmas, he finally does it.

8 THE COURT: He released the whole fifty?

9 MR. REED: No, the twenty-five. So then that was
10 somewhat of a relief, at least, for the moment, you know,
11 because it's -- the money and everything -- you know, there's
12 not enough going --

13 THE COURT: All right. So it comes to January, he
14 doesn't pay that rent either?

15 MR. REED: He doesn't pay again. No. So this time I
16 go up to New Jersey to see the realtor. And I'm pretty sure --
17 I'm pretty sure that I gave a notice, like a default notice to
18 his wife in my house. Because they've just enjoyed the
19 holidays in my house when I enjoyed them in the hotel.

20 So she was surprised. I think -- you know, I find out
21 later, apparently, she -- Mr. Cooper told them that they bought
22 the house, but -- that's why she was surprised to see me.

23 So then --

24 THE COURT: Did you have to bring an action to evict?

25 MR. REED: I could not yet, because he then paid the

1 25,000 dollars.

2 THE COURT: For January?

3 MR. REED: For January. Out of the escrow amount.

4 THE COURT: Okay, so now the escrow is zero?

5 MR. REED: Yes.

6 THE COURT: All right. So what happens next?

7 (Pause)

8 MR. REED: So Cooper tells me, either -- I think
9 through Carter, that he wants to extend for six more months at
10 25,000 dollars a month, because his money is tied up now. I
11 mean, it's still illiquid. Him and his partners, something,
12 it's not -- it's not liquid, but it will be --

13 MS. HAGER: Objection, Your Honor, to the extent that
14 it's hearsay within hearsay.

15 THE COURT: Sustained.

16 MR. REED: So I extended. The net result is I
17 extended it.

18 THE COURT: Did you ever collect any more rent from
19 him?

20 MR. REED: I collected bad checks from Mr. Cooper from
21 that point.

22 THE COURT: But did you -- other than December and
23 January, which you collected out of the escrow, did you ever
24 collect any more rent from him?

25 MR. REED: No.

1 THE COURT: All right. When did you get him evicted?
2 Did you have to bring an action, or did he just move out?

3 MR. REED: No, I had to -- I had to bring an action.

4 THE COURT: When did you get possession of the
5 property back?

6 MR. REED: Actually, Your Honor, we had to serve him
7 while he was sitting in county jail for passing bad checks to
8 other people.

9 THE COURT: Okay. When did you actually get him out
10 of the house?

11 MR. REED: Fall -- fall of -- what is this, 2009. He
12 had the six month option. He tendered payments in the form of
13 checks that bounced and then continued to promise and tendered
14 other --

15 THE COURT: Let me see if I can try and bring this
16 back to why we're here, okay? So Weaver's in the house. I've
17 seen -- what, if any, communication did you have with GMACM
18 during the period in which you thought you were selling the
19 house to Weaver/Cooper? Was the foreclosure action on hold
20 during this period?

21 MR. REED: No, it was adjourned -- it was just
22 adjourned.

23 THE COURT: It was adjourned. It wasn't -- you
24 didn't -- go ahead. Tell me, what was -- let me ask this
25 again. What, if any, communication did you have with anyone

1 from GMACM during the period that you're going through this
2 ordeal with Mr. Cooper?

3 MR. REED: I don't re -- Your Honor, I don't remember
4 any. I hired an attorney, now, to handle that.

5 THE COURT: Okay. Who was the attorney you hired?

6 MR. REED: There were two. McCrink worked on it for a
7 while, and then -- I don't know if there was some issue with
8 the judge and McCrink, and then I had to have someone else
9 appear at the --

10 THE COURT: Who did you retain?

11 MR. REED: -- Linda Campbell. So Matt McCrink and
12 Linda Campbell. We also worked with Jeffery Walters. But Mr.
13 Walters to a limited extent. Again, some kind of a conflict
14 there. His firm -- the firm he worked for at the time was
15 working with Homecomings or a division of ResCap.

16 And -- I'm sorry.

17 THE COURT: Go ahead.

18 (Pause)

19 MR. REED: Your Honor, on the subject of the lawyers
20 who worked on the foreclosure action, as an aside, the Court
21 had asked me for copies of the bills. I told the lawyers I
22 needed copies for the Court for this purpose. After our
23 meeting or status conference and the discussion about
24 certifying documents or something like that, I got concerned a
25 bit about -- because I had e-mailed Ms. Hager the -- you know,

1 the -- like I got an e-mail from Matt McCrink's office from the
2 bookkeeper. I got a copy. I went to Ms. Campbell's office and
3 finally got a copy of what I had paid -- because I had paid for
4 them at that time. They were cash receipts.

5 I don't know what to do with the fact -- I have
6 affidavits, now, signed from them, attesting to the
7 authenticity of those bills.

8 THE COURT: Well, during the lunch recess, show them
9 to Ms. Hager, as an initial matter.

10 MR. REED: I mean, I don't even know if it's required,
11 but I went and did it.

12 THE COURT: Let me -- I think part of the -- so in
13 reading the Trust's memorandum -- pre-trial memorandum, one of
14 the issues they focused on -- I saw what you marked from your
15 lawyers, but it doesn't indicate what work it was for. So you
16 had lawyers who defended the mortgage foreclosure action, and
17 then at some point you filed your own case --

18 MR. REED: Yes.

19 THE COURT: -- against GMACM. And what I haven't seen
20 is anything that shows how much your lawyers charged for
21 defending the mortgage foreclosure action versus what did they
22 charge you for the action that you brought against GMACM.

23 MR. REED: It's a very --

24 THE COURT: Just stop for a second. Because what I
25 understand the Trust's objection, in part, to be that they may

1 dispute it, but whether you're entitled to recover the costs of
2 defending the foreclosure action, their position is you're not
3 entitled to recover any lawyers' fees for the action that you
4 filed.

5 MR. REED: To make that simpler for you, Your Honor.
6 There were -- the lawyer, singular, who worked on the pursuit
7 of the Law Division damages --

8 THE COURT: Yes.

9 MR. REED: -- case, is Mr. Jeffery Walters. He had
10 limited -- he had a limited role in the foreclosure defense and
11 was conflicted out. His bill -- I don't know -- it could have
12 been 500 or 1,000 dollars for that purpose. The lion's share
13 of the tens of thousands of dollars of his bill was for the --
14 but McCrink was not involved with the -- with the Law Division
15 case. Ms. Campbell was not involved with the Law Division case
16 in any way.

17 THE COURT: Okay. Let me -- it's 12:15. Let me tell
18 you what we're going to do.

19 We're going to continue on until 12:30 and then we're
20 going to take a lunch recess. Okay.

21 You need to think about, during lunch, how you can
22 speed up your testimony, all right?

23 MR. REED: I didn't even realize it's --

24 THE COURT: And the reason I say -- I've limited each
25 side to six hours. You've got some other people who supposedly

1 are going to show up this afternoon. We'll see whether they
2 come or not. Okay? I'm not trying to cut you short. And I'm
3 prompting you with more questions than I like to do with a
4 witness, because it shouldn't be me who's examining you. Okay?

5 You just need to get your story out and tell me the
6 story. But here's the point. I mean, I think you're -- the
7 Weaver/Cooper saga -- and I don't mean that in a disparaging
8 way. It's horrible. Okay? But it's not the fault of GMACM.
9 I mean, the failure of the Jacobses to close, it's not on --
10 there's nothing that GMACM did to cause the Jacobses to walk
11 away.

12 The more you talk about Mr. Weaver or Cooper or
13 whatever his name may be, you had the terrible misfortune at a
14 very bad time in your life, to be dealing with someone who was
15 totally unreliable -- okay? Again, that's not on their
16 doorstep.

17 What you need to do -- and when we continue on, I do
18 want you to explain what happened. I want you to satisfy
19 yourself that you've told your story as it relates to this
20 claim against GMACM. But what you need to try and do -- we'll
21 continue on till 12:30 -- but you need to be mindful, you've
22 got other witnesses --

23 MR. REED: Yeah.

24 THE COURT: -- who you say are going show up, and I
25 want to hear from them. To the extent that their testimony is

1 admissible, I want to hear from them. Okay? I want you to
2 have an opportunity to put your case in.

3 I understand you're not a lawyer. I think that Ms.
4 Hager has actually been appropriately solicitous of your
5 narrative without asserting every objection that could be
6 asserted. Okay? I think she's acting entirely appropriate in
7 letting you get your story out. Okay? But you're going to
8 have to pick it up.

9 If during lunch you want to make some notes about the
10 key points that you want to cover so when you come back after
11 lunch, just get it in and -- okay?

12 MR. REED: Okay.

13 THE COURT: All right. So let's come back -- we've
14 jumped around a little bit. I understand -- see if you can
15 tell me this. When do you finally get Cooper out of the house?
16 It took you a while.

17 MR. REED: 2009.

18 THE COURT: Not until --

19 MR. REED: All 2009 was -- the beginning was -- I
20 think September.

21 THE COURT: Did you move back in, then?

22 MR. REED: No, not right away. I mean we --

23 THE COURT: When did you move back in? You're in
24 there now?

25 MR. REED: Yes.

1 THE COURT: Okay. When did you move back in?

2 MR. REED: I believe around Thanksgiving 2010.

3 THE COURT: Okay.

4 MR. REED: And, Your Honor, the other communication I
5 had with the mortgage company -- again, it became -- it became
6 through lawyers, at that point -- was the -- the dismissal of
7 the foreclosure, which was in March or February of 2009.

8 THE COURT: So Mr. McCrink was primarily handling the
9 defense of the foreclosure action?

10 MR. REED: At that point.

11 THE COURT: At that point.

12 MR. REED: But Ms. Campbell -- like I said, I don't
13 remember if it was some kind of conflict in my mind is what I
14 remember, and Mr. McCrink couldn't go argue before that judge
15 or something like that.

16 THE COURT: Okay. Did -- once you're represented by a
17 lawyer, GMACM has to deal through your lawyer, can't speak to
18 you directly unless your lawyer provides his consent. But just
19 so I'm clear about it, did you personally have communication
20 with anyone from GMACM after you were defended in the mortgage
21 foreclosure action by a lawyer?

22 MR. REED: I don't remember that, Your Honor. I don't
23 think so.

24 THE COURT: It wouldn't surprise me. I mean, because
25 once you're represented by a lawyer, they can't talk to you

1 directly. So but -- so when I asked the question, it's not
2 intended as a trick question --

3 MR. REED: No, no.

4 THE COURT: -- not intended to suggest --

5 MR. REED: And I'm not trying to -- I'm not trying
6 to -- I want to be clear in my memory.

7 THE COURT: Okay.

8 MR. REED: There's so much going on in my head that I
9 want to --

10 THE COURT: All right.

11 MR. REED: -- try to make sure I get the right dates
12 and times and things like that in my head.

13 THE COURT: Tell me where you want to pick up your
14 story. And by "story", I'm not suggesting a pejorative in
15 using that. I want you to pick up with your narrative at the
16 point where you want to pick up. But remember, the focus is on
17 your proofs of claim against GMACM.

18 MR. REED: Okay. So the next time the house is on the
19 market is immediately -- around the time that Mr. Cooper is
20 evicted. I believe that as part of the agreement to -- it was
21 a consent decree on the eviction. And Mr. Cooper agreed to
22 start letting people walk through. I don't remember if that
23 was a month or forty days or sixty days or -- and I can't tell
24 you if it was September or October.

25 But we immediately listed the house. Again, I could

1 not list it because he had an option to buy it.

2 THE COURT: Right.

3 MR. REED: It was impossible --

4 THE COURT: Did you list with the same broker?

5 MR. REED: I did.

6 THE COURT: Okay.

7 MR. REED: I did, because they had -- the Edgar Real
8 Estate sold the majority of -- I mean, a good portion of those
9 houses, they represented the builder for the whole subdivision
10 and I believe initially sold every single property in there,
11 and had constantly handled the resales.

12 THE COURT: All right. So you listed it again. What
13 did you list -- what price did you list it at after --

14 MR. REED: Your Honor, I can't remember.

15 THE COURT: -- Cooper had moved out?

16 MR. REED: I mean, we reduced it again. I mean, I
17 reduced it many times to -- to try and sell it. But what was
18 odd about it -- about this time was, you know, the -- our
19 property and the properties that I had worked on, always had
20 tremendous response. And I don't necessarily mean -- I mean,
21 in several factors.

22 One, it's not atypical that I would get an offer on a
23 house above an appraised value or a market, you know, because
24 the buyers liked the product that I would create.

25 MS. HAGER: Your Honor, objection to relevancy.

1 THE COURT: Overruled.

2 MR. REED: So -- and you would see the kind of product
3 that was created in the listing, the photographs, and things --
4 the features. So we would have, you know, not only that kind
5 of response -- like the Jacobs contract shows that kind of
6 example, but we had a lot of people coming to see the house.

7 And I measure that in relation to how many people go
8 and see other houses on the market, similar, not the same, but
9 similar to our house.

10 So like Louise Carter, she's not the -- my house is
11 not the only house that she would have on the market. B.T.
12 Edgar was not there just simply to list and market my house.
13 They had multiple properties, and I would inquire, just like I
14 would in other transactions, what is the -- you know, what's
15 the traffic. What are you showing --

16 THE COURT: When is the next offer you received?

17 MR. REED: I don't -- I don't -- it's from, I think,
18 the people -- their name was Roccisano.

19 THE COURT: Yeah, I'm looking here at your Exhibit 3.

20 MR. REED: You know what -- wait a second here. It's
21 in -- I think it's attached to an exhibit.

22 THE COURT: Well, there is attached to Exhibit 3 a
23 proposal to purchase from Roccisano.

24 MR. REED: Yes. And this exhibit, I would like to
25 offer into evidence, and Ms. Hager had agreed pre-trial to

1 allow it.

2 THE COURT: Let me ask Ms. Hager what her --

3 MS. HAGER: Well, I did agree pre-trial to Exhibit 3,
4 which is the entirety, which includes a letter from Naoji
5 Moriuchi of B.T. Edgar, because I was under the impression that
6 Ms. Carter would be here to otherwise lay a foundation and
7 authenticate the letter. If she's not coming, and it's my
8 understand that she's not, then I do have an objection to the
9 letter as hearsay. I do not have an objection, though, to page
10 3 of that exhibit, which is the proposal to purchase.

11 MR. REED: I'd like to respond to the objection, Your
12 Honor.

13 THE COURT: Give me just a second.

14 So Exhibit 3 -- first off, the letter isn't signed by
15 Ms. Carter anyway -- has a number of pages. It has a letter
16 from June 2012. It has a page that's totally illegible to me,
17 I guess about Mr. Moriuchi. It has the proposal to purchase
18 from Roccisano. And it has notice of the lis pendens. I take
19 it, Ms. Hager, you don't dispute the authenticity of the lis
20 pendens?

21 MS. HAGER: No, I don't.

22 THE COURT: Okay. Mr. Reed, with or without Ms.
23 Carter here, the first two pages wouldn't be admissible in --

24 MR. REED: Your Honor, may I ask you --

25 THE COURT: Just a second.

1 MR. REED: -- or propose something?

2 THE COURT: So I'm going to -- go ahead, what is it
3 you want to tell me?

4 MR. REED: Thank you. In trying to learn as much as I
5 can about what -- you know, how to handle this situation, I'm
6 going to ask you to deny her objection, because I researched
7 this -- and I could be totally wrong, and you're going to tell
8 me if I am or not, so thank you for listening to me.

9 I proffer to you that Mr. Naoji is -- spoke to me as
10 the agent of the Roccisanos, and this letter stands for the
11 principle of the motive or intent of the Roccisanos.

12 THE COURT: He couldn't testify about the motive or
13 intent of the Roccisanos in any event. Even if he was sitting
14 in the witness chair where you are now, I wouldn't let him
15 testify about the motive or intent of the Roccisanos.

16 MR. REED: Even if he's -- isn't the agent --

17 THE COURT: No, let's stop.

18 MR. REED: Okay.

19 THE COURT: Let's --

20 MR. REED: I want -- I wanted to say --

21 THE COURT: Just stop.

22 With respect to Exhibit 3, the first two pages, the
23 first of which is a letter dated June 25, 2012 from Naoji
24 Moriuchi, realtor associated with B.T. Edgar and Sons (sic)
25 Realtors, and the second page, which is illegible in my copy,

1 but it seems to be some sort of biography of Mr. Moriuchi, the
2 objection is sustained as to those two pages.

3 The remainder of the exhibit, consisting of the
4 proposal to purchase from the Roccisanos and the lis pendens
5 dated May 27 -- it's got a stamp of May 27, 2008, that is
6 admitted. So those three pages are admitted into evidence.
7 (Proposal to purchase and lis pendens was hereby received into
8 evidence as Reed's Exhibit 3, as of this date.)

9 THE COURT: All right, so you got the proposal to
10 purchase from the Roccisanos. Did you ever enter into a
11 contract with them?

12 MR. REED: We worked on that.

13 THE COURT: Did you ever enter into a contract with
14 them?

15 MR. REED: No, we did not execute a contract or enter
16 into one.

17 THE COURT: Was there a dispute about the price?
18 Because this is a proposal for a million -- 1,040,000. No, a
19 million -- I can't even tell. What is it?

20 MR. REED: It was a million-three, Your Honor.

21 THE COURT: A million-three. Okay. The confusion
22 comes about because the contract -- looking at the first page,
23 it has the sum of a million-three -- all right. I see. Okay.

24 Did you negotiate a different price with them? That's
25 the offer they made.

1 MR. REED: Yeah, Your Honor. I believe we did. I had
2 forgotten about it. But we did. But it never came to
3 fruition.

4 THE COURT: Because they -- you had a contract for
5 sale, there was a closing date, and it didn't close?

6 MR. REED: No, we just -- we couldn't come to terms.

7 THE COURT: All right. Okay.

8 What happened -- well, what happened next is a recess.

9 It's 12:30 by the clock in the court. We're going to
10 be in recess until 2 o'clock, because at 1:30 I have a
11 different ResCap hearing -- brief.

12 MR. REED: Do I need --

13 THE COURT: You can leave everything right where it
14 is. You can take that which you want to take with you or you
15 can leave it there.

16 But what you need to do, Mr. Reed, is you need to
17 focus -- make some notes to yourself, if that'll help you,
18 about -- with respect specifically to the claims you've
19 asserted against GMACM, what it is that you believe you can
20 tell me that's evidence, that focuses on the claim. Okay?

21 And you -- who's coming this afternoon to testify?

22 MR. REED: Ms. Donati about foreclosure practice.

23 THE COURT: Okay.

24 MR. REED: And Mr. Henricks. I think you limited his
25 testimony.

1 THE COURT: I did.

2 MR. REED: We're not going to be discussing credit
3 reports and reporting.

4 THE COURT: All right.

5 Let me -- what time are they going to be here?

6 MR. REED: I don't -- I don't know. I mean, it's
7 supposed to be early afternoon, 2 o'clock or something like
8 that.

9 THE COURT: All right. Ms. Hager, what I would like
10 to do is when Mr. Reed's other witnesses come, even if he
11 hasn't completed his testimony and you haven't had your cross-
12 examination yet, is to take the other witnesses out of order.
13 Is that acceptable to you?

14 MS. HAGER: Yes, Your Honor.

15 THE COURT: And obviously you can do your cross
16 examination of them then. But if we need to -- and then pick
17 up with Mr. Reed's testimony.

18 MS. HAGER: Sure, of course. That's fine.

19 THE COURT: Okay. So when your witnesses show up,
20 assure them that we're going to get them on the witness stand
21 and hopefully off the witness stand, and then we can resume
22 with your testimony when they're done. Okay?

23 But you need to really focus about what it is that
24 specifically relates to the claims you've asserted, okay? All
25 right.

1 So we're in recess until 2 o'clock for the Reed
2 matter, 1:30 for the Matthews matter.

3 All right, we're in recess.

4 (Recess from 12:30 p.m. until 1:30 p.m.)

5 THE COURT: All right. This is Judge Glenn. We're on
6 the record in Residential Capital, 12-12020. This is a
7 telephone hearing with respect to claim number 392 filed by
8 Kevin J. Matthews. May I have the appearances, please?

9 MR. ROSENBAUM: Good afternoon, Your Honor. Norman
10 Rosenbaum, Morrison & Foerster, for the ResCap Borrower Claims
11 Trust.

12 THE COURT: Okay. And for the --

13 MR. ROBINSON: Good afternoon, Your Honor. Phillip
14 Robinson on behalf of Kevin Matthews.

15 THE COURT: Thank you very much.

16 All right. Mr. Rosenbaum, can you update me on where
17 things stand?

18 MR. ROSENBAUM: I'm happy to, Your Honor. Over the
19 past couple of weeks Mr. Robinson and I have been engaged in
20 settlement discussions. I would characterize this as having a
21 very useful conversation last week. There are a couple of
22 points that the Borrower Trust needs to follow up on to get
23 back to some of the proposals that Mr. Robinson put forward. I
24 would hope that in terms of either closing the loop and
25 completing a settlement or not we'd be able to get back to him

1 within this week, if not by the end of next week. There's just
2 people that we need to talk to that we don't necessarily
3 control their schedule.

4 So in terms of settlement that's where we are, without
5 disclosing any of the details.

6 THE COURT: Okay. Mr. Robinson?

7 MR. ROBINSON: That's an accurate description, sort
8 of, where we're at, Your Honor. There's a little bit of a
9 delay, Your Honor, just to be candid to the Court, because I
10 was on vacation a little bit in August and wasn't able to get
11 back to Mr. Rosenbaum as quickly.

12 THE COURT: Shocking, Mr. Robinson. You're able to
13 take vacation?

14 MR. ROBINSON: Thank you, Your Honor.

15 THE COURT: All right. Obviously, as always, I'm
16 hopeful that the parties' counsel are going to be able to reach
17 a settlement, that the parties are going to be able to reach
18 the settlement. And I'm certainly prepared to give you another
19 two weeks to try and do that, but we really do need to move
20 this along. So what -- hold on a minute. I just want to get
21 my calendar open on the computer. Just bear with me.

22 (Pause)

23 THE COURT: What I'd like to do is schedule a
24 telephone status conference for two weeks from today. So
25 that's Monday, September 29th. I have a lot of matters on the

1 calendar, so I'd like to do it for 4 o'clock. Are you both
2 able to do that?

3 MR. ROBINSON: That's fine with me, Your Honor. This
4 is Phillip Robinson.

5 MR. ROSENBAUM: Your Honor, that's fine for me as
6 well. 4 o'clock on the 29th.

7 THE COURT: Okay. And what I would ask is if you're
8 able, even at the point where you've reached an agreement in
9 principle subject to any further documentation, if you could
10 advise me of that. If that occurs I may just cancel the
11 September 29th telephone conference. So as soon as you're able
12 to get the matter to the point where your clients have agreed
13 in principle to settle the matter please advise me.

14 Because what I'm going to do, I mean, I'll tell you.
15 I have a draft of a written order sustaining in part and
16 overruling in part the Trust's objections. I essentially
17 advised you both of that at the hearing, when I heard argument
18 on the hearing. And I haven't finalized the writing, but it's
19 pretty close to it. I'm putting it aside at this point in the
20 hope that I don't have to finalize it. If I do, certainly by
21 the time of that hearing -- I won't enter it before the
22 hearing, but probably immediately after if you haven't reached
23 an agreement.

24 And, I mean, if your talks break down what you need to
25 agree upon is what discovery each side wishes to take and how

1 long you believe it will take to do that. At the telephone
2 hearing on September 29th it's my plan, if you have not
3 resolved the matter, to set a pretty tight discovery schedule
4 for any remaining discovery that either side wishes to take and
5 a schedule for filing of pre-trial papers and to give you both
6 a trial date at that time.

7 So I'm going to give you two weeks to try and get this
8 wrapped up, but it's certainly my hope that you'll be able to
9 do that.

10 But, again, let me know in advance at the stage where
11 you're able to reach an agreement in principle so that I can
12 not have to put in more time on the written order with my
13 ruling.

Okay?

14 MR. ROBINSON: We'll --

15 MR. ROSENBAUM: Yes, Your Honor.

16 THE COURT: And, Mr. Rosenbaum, if you would arrange
17 the call in for the September 29th telephone hearing I would
18 appreciate it. It'll be on the record, as this one is. Okay?

19 MR. ROSENBAUM: That's fine, Your Honor.

20 THE COURT: All right. I appreciate the efforts of
21 both of you, and I hope you're able to bring this to a
22 successful conclusion.

23 All right. We're adjourned. Thank you.

24 MR. ROBINSON: Thank you.

25 MR. ROSENBAUM: Thank you, Your Honor.

1 Unless -- is there anything either of you want to add?

2 MR. ROSENBAUM: I'm sorry, Your Honor?

3 THE COURT: Is there anything you want to add before
4 we adjourn?

5 MR. ROBINSON: No. There's nothing on behalf of
6 Mr. Matthews.

7 THE COURT: Okay. Mr. Rosenbaum, anything you want to
8 add?

9 MR. ROSENBAUM: Nothing further, Your Honor. Thank
10 you.

11 THE COURT: All right. Thank you very much. We're
12 adjourned.

13 MR. ROSENBAUM: All right.

14 (Recess from 1:36 p.m. until 2:02 p.m.)

15 THE COURT: All right. Please be seated. We're back
16 on the record in Residential Capital, 12-12020 with respect to
17 the Reed's claims.

18 Mr. Reed, do you have one of your witnesses here?

19 MR. REED: I do, Your Honor. And I'm also, as to the
20 TD Bank documents --

21 THE COURT: Yes.

22 MR. REED: Ms. Hager has expressed a concern and may
23 want to lodge an objection to them. So I don't know how to
24 proceed from here on those.

25 THE COURT: Well, let's proceed with your witness, and

1 when that's done we'll deal with the documents.

2 So you have one person here to testify?

3 MR. REED: And I believe the other one will be here
4 shortly as well.

5 THE COURT: All right. So let's proceed. Which
6 witness are you calling?

7 MR. REED: Christy Donati.

8 THE COURT: Okay. Ms. Donati, would you come on up?
9 If you would come up to the witness stand and raise
10 your right hand and be sworn.

11 (Witness sworn)

12 THE COURT: All right. Please have a seat.

13 THE CLERK: State and spell your name for the record,
14 please.

15 THE WITNESS: Christy Zoltun Donati, C-H-R-I-S-T-Y,
16 Z-O-L-T-U-N, D-O-N-A-T-I.

17 THE COURT: Thank you very much, Ms. Donati.

18 THE WITNESS: You're welcome.

19 THE COURT: All right. Mr. Reed, do you want to ask
20 your questions of Ms. Donati?

21 MR. REED: I do.

22 DIRECT EXAMINATION

23 BY MR. REED:

24 Q. Ms. Donati, can you relay to the Court any and all
25 experience you have professionally relating to real estate or

1 foreclosures?

2 THE COURT: We'll skip the all, because we'll be here
3 all day, so tell me what your experience --

4 THE WITNESS: Twenty-five years.

5 THE COURT: You're a lawyer. Am I correct?

6 THE WITNESS: I'm a law -- I'm currently a lawyer,
7 yes.

8 THE COURT: You practice where?

9 THE WITNESS: I practice commercial real estate at
10 DuPont in-house. I've been doing that since March of this
11 year. Prior to that I practiced at Phelan Hallinan & Diamond
12 in New Jersey, which is a firm that -- a boutique firm that
13 represents lenders in residential foreclosures. And I was
14 there from January of 2010 until March of 2014.

15 THE COURT: Okay. So I think Mr. Reed's question was
16 about your ex --

17 Why don't you ask your question again, Mr. Reed?

18 Q. I wanted to, I guess, have you, Ms. Donati, relay to the
19 Court the relevant experience, I think, regarding residential
20 foreclosure, preparation of foreclosure complaints, filing of
21 those complaints, filing of lis pendens and maintenance or
22 removal of those, and --

23 THE COURT: Let's take it a piece at a time, if we
24 could.

25 A. All right. In the just over four years I worked at Phelan

1 Hallinan I practiced almost exclusively in un -- in the filing
2 of residential foreclosures. In that process I was responsible
3 for reviewing the evidence or the documents necessary in order
4 to file foreclosure, reviewing the ownership and the note or
5 the -- reviewing the note, reviewing the mortgage, reviewing
6 assignments, reviewing title to make sure we include all the
7 proper defendants, reviewing the complaint and making sure we
8 were able to move forward, assigning the complaint and having
9 it filed. I followed through the cases through default and
10 judgment and sale.

11 In that time I would say conservatively I was involved in
12 thousands of foreclosure actions.

13 THE COURT: Okay. Go ahead, Mr. Reed.

14 THE WITNESS: Should I --

15 Q. In connection to -- would you say that you -- did you say
16 that you would confirm standing, proper standing of your
17 clients to bring foreclosure actions?

18 MS. HAGER: Objection. Leading. And mischaracterizes
19 her testimony.

20 THE COURT: Well, I don't know that it
21 mischaracterized anything, but --

22 A. In reviewing --

23 THE COURT: Stop.

24 THE WITNESS: Okay.

25 THE COURT: Stop. Stop. I'm going to overrule the

1 objection. Go ahead.

2 A. In order to proceed with the complaint we reviewed the
3 mortgage and the note and assignments to make sure that the
4 plaintiff in the action had the standing to proceed with the
5 action, had a note endorsed to them or in blank, had an
6 assignment if they were not the originating lender. You know,
7 that --

8 THE COURT: So --

9 A. That was --

10 THE COURT: Before you go on and Mr. Reed goes on, I
11 don't know whether Mr. Reed shared with you my ruling on the
12 motions in limine. Ms. Hager, the Trust had moved to exclude
13 your testimony. And I overruled the objection to this extent,
14 that you would be permitted to testify about custom usage and
15 practice in mortgage foreclosure matters in New Jersey but not
16 to give opinion testimony with respect to whether the GMACM in
17 this case had done anything improper.

18 Okay? Just that's -- I don't have the writing in
19 front of me, but it was basically not to permit you to give
20 legal opinion about what happened here but to testify about
21 custom practice and usage in residential mortgage foreclosure
22 in New Jersey. Did you understand that?

23 THE WITNESS: Yes.

24 THE COURT: Okay. All right.

25 So go ahead, Mr. Reed.

1 Q. So it's the custom of the law firm representing the
2 mortgage company to make sure that whatever documents or
3 evidence is necessary to proceed in foreclosure has been
4 accumulated and verified for such action.

5 MS. HAGER: Objection. Leading.

6 THE COURT: Overruled.

7 A. The lender would refer a defaulted foreclosure to our
8 office. At that time we would obtain -- we would pull the
9 necessary documents to proceed with the foreclosure.

10 We would look at the note to make sure that it was the
11 same lender as who the plaintiff would be, or, if not, that it
12 had been endorsed to that plaintiff or in blank. We would look
13 at the mortgage, and if it was a different lender originating
14 it we would look for an assignment into the plaintiff.

15 If we did not have those we would not proceed. We would
16 have to wait till we got them.

17 We would also review title, as I said, to look for any
18 other defendants that would be included in a New Jersey
19 foreclosure.

20 Q. Ms. Donati, as part of the foreclosure firm's practice,
21 was it routine for them, on or just after the time of filing a
22 foreclosure action, to file the legal document called a lis
23 pendens in the county where the foreclosure action would take
24 place?

25 MS. HAGER: Objection. Leading.

1 THE COURT: Overruled.

2 A. Yes. And if you want me to just give you a step-by-step
3 of the foreclosure process I could do that if that would --

4 THE COURT: Okay. Please give me a step-by-step.

5 THE WITNESS: Okay. But I'm not -- I wasn't sure if
6 that would be considered overstepping.

7 THE COURT: Well, give me what you understand the
8 step-by-step of the foreclosure process in New Jersey to be.

9 THE WITNESS: Once we -- our office confirmed that the
10 referral was valid and we could proceed with the foreclosure
11 then we would prepare the foreclosure complaint and file it
12 with the Office of Foreclosure in Trenton.

13 Once that complaint was filed and we received a file
14 number we would file -- record a lis pendens in the county
15 where the property was located, which is a vehicle to notice
16 anyone who may be interested in the property that there is a
17 lawsuit pending that involves that property. Then we would
18 proceed with service, often simultaneously with filing the lis
19 pendens.

20 After service, if there was no response from the
21 defendant, we would file for default, and after a default was
22 granted, if it was not contested and the default was granted,
23 then we would move for a final judgment. And at that time you
24 present all your proofs to the Court.

25 The initial complaint does not include copies of the

1 proof -- it doesn't include a copy of the note or the mortgage
2 or the certificate amount due. That's not a judgment. And
3 then you cannot proceed to judgment without all the proofs,
4 which are numerous. And then file judgment.

5 Now, it -- that stays in the foreclosure unit. It
6 goes back to the county court if it's -- if a defendant files
7 an answer. So if it's a contested foreclosure then it would go
8 back to the --

9 THE COURT: So assume Mr. Reed did file an answer.
10 What happens where a --

11 THE WITNESS: Then it would go back.

12 THE COURT: -- foreclosure defendant files an answer?

13 THE WITNESS: Then it's moved from the foreclosure
14 unit to the county chancery court, and that judge hears the
15 case. And it's either dismissed as a result of that court
16 action or the judge decides it can move forward, and then it
17 goes back to the foreclosure unit.

18 THE COURT: And what happens then?

19 THE WITNESS: And then we move for judgment, and when
20 judgment's granted then they schedule a sheriff's sale in the
21 county where the property is located.

22 THE COURT: What, if anything, happens to the lis
23 pendens if the action is dismissed without prejudice?

24 THE WITNESS: If that action is dismissed without
25 prejudice then the lis pendens should be also discharged,

1 because it is specific to that action. It carries a caption
2 that has the file number unique to the original filing.

3 It's not unusual for a complaint to be dismissed for
4 one reason or another and then immediately refiled, but you
5 still have to discharge the lis pendens and then file a new
6 one.

7 THE COURT: In New Jersey how is a dismissal effected?

8 THE WITNESS: Of the foreclosure complaint?

9 THE COURT: Yes.

10 THE WITNESS: It can be by court order of the judge in
11 the chancery court. It could be by a voluntar -- voluntarily
12 withdrawing it.

13 THE COURT: So I'm not familiar with New Jersey State
14 Court procedure. So if a judge --

15 THE WITNESS: Okay. And foreclosure is not normal New
16 Jersey State Court procedure --

17 THE COURT: Okay.

18 THE WITNESS: -- because it has that whole separate
19 foreclosure unit.

20 THE COURT: Just to give you an example. I may enter
21 an order that would provide for a complaint to be dismissed
22 without prejudice, but until somebody actually presents the
23 judgment it doesn't get dismissed. What documents are required
24 to actually effect the dismissal of a complaint in New Jersey
25 in connection with mortgage foreclosure?

1 THE WITNESS: The actual order from the judge in the
2 chancery court can act as a dismissal of the foreclosure
3 complaint. If it's an uncontested foreclosure, and it doesn't
4 go into chancery court, it stays in the foreclosure unit, then
5 a separate motion or -- to dismiss would need to be filed and
6 granted by the foreclosure unit.

7 THE COURT: What would be reflected on the docket in
8 the case when it's actually dismissed?

9 THE WITNESS: The order from a judge.

10 THE COURT: And what does one have to do to discharge
11 a lis pendens?

12 THE WITNESS: Execute a dischargeable lis pendens that
13 references the original filing information from the lis pendens
14 with the caption that matches the case, and it's recorded with
15 the land records of the county in which the property is
16 located.

17 THE COURT: Go ahead with your questioning, Mr. Reed.

18 BY MR. REED:

19 Q. So, Ms. Donati, the process you describe, an order is
20 issued to the firm that you worked for to dismiss the
21 foreclosure complaint. You received the order. You then, as a
22 matter of course and custom, followed -- dismissed that lis
23 pendens afterwards.

24 MS. HAGER: Objection. Leading.

25 THE COURT: Sustained. You have to ask a different

1 question, Mr. Reed.

2 (Pause)

3 Q. Ms. Donati, what would your firm do with regard to a lis
4 pendens when received in order to dismiss from the chancery
5 court?

6 MS. HAGER: Objection. Calls for speculation.

7 THE COURT: Overruled.

8 A. When a case was dismissed, either with an order from the
9 chancery court or voluntarily, for one reason or another, by
10 the plaintiff, it would get in the queue for the preparation
11 and filing of a discharge of lis pendens, and that would be
12 sent to the county for reporting. Depending on the county, you
13 know, we would get it back in a few days, sometimes a few
14 weeks.

15 THE COURT: So I want to try to be sure that I
16 understand your testimony on this point. In the practice in
17 New Jersey, do I understand your testimony that a lis pendens
18 should be discharged when the action in which it has been
19 entered has been actually dismissed by the Court?

20 THE WITNESS: Yes. Dismissed by the chancery court or
21 dismissed through the foreclosure unit.

22 THE COURT: Bear with me a second, okay?

23 (Pause)

24 THE COURT: In order to determine the date the action
25 was dismissed, did you look at the Court docket?

1 THE WITNESS: Yes, it would be in the order, whatever
2 the date of the order was, if the order dismissed it or the
3 filing of the notice of dismissal.

4 THE COURT: All right. Ask your next question,
5 Mr. Reed.

6 Q. Ms. Donati, would the receipt of the physical order with
7 the date of the dismissal trigger the action you described
8 customarily, the release of the lis pendens?

9 A. Yes, if the order said that foreclosure was dismissed,
10 then we would treat it as if it was a voluntary dismissal or
11 any other kind of dismissal of the case and we filed the
12 discharge of lis pendens and wind up the case.

13 THE COURT: Go ahead, Mr. Reed.

14 MR. REED: Your Honor, believe it or not, I don't
15 think I have anything more.

16 THE COURT: Okay. Cross-examination?

17 CROSS-EXAMINATION

18 BY MS. HAGER:

19 Q. Good afternoon, Ms. Donati.

20 A. Hi.

21 Q. You mentioned that you're presently employed by DuPont, is
22 that right?

23 A. I work for Kelly Legal Services.

24 Q. So you --

25 A. And I am in place at DuPont Corporation.

1 Q. You're a contract attorney, is that right?

2 A. Yes.

3 Q. And how long have you been a contract attorney?

4 A. Since March of 2014.

5 Q. Can you describe your duties at DuPont?

6 A. Yes, I prepare easements, ground leases, building leases,
7 review title, work with the title company for preparing
8 commitments for larger acquisitions, manage outside counsel.

9 Q. But nothing foreclosure related, right?

10 A. No.

11 Q. And are you presently licensed to practice in New Jersey?

12 A. Yes.

13 Q. Why did you leave Phelan, Hallinan & Schmieg?

14 A. Because the opportunity at DuPont was more in line with
15 the career projectory I see for myself.

16 Q. When you were at Phelan, Hallinan & Schmieg, you
17 represented mortgage lenders, services and banks, is that
18 right?

19 A. Yes.

20 Q. And you managed foreclosure proceedings for your clients,
21 is that right?

22 A. Yes.

23 Q. Did you ever represent GMAC Mortgage?

24 A. Yes.

25 Q. Did you ever represent Residential Funding Company?

1 A. Yes.

2 MS. HAGER: Your Honor, I would like to move to
3 disqualify the witness based on her prior representation of
4 GMAC Mortgage and RFC. Her testimony on behalf of claimants
5 creates a conflict of interest and violates the rules of
6 professional conduct. Specifically, RPC 1.9, Duties To Former
7 Clients: "(B) A lawyer shall not knowingly represent a person
8 in the same or substantially related matter in which a firm
9 with which the lawyer formerly was associated had previously
10 represented a client whose interests are materially adverse to
11 that person." And also, "(C) A lawyer who has formerly
12 represented a client in a matter or whose present or former
13 firm had formerly represented a client in a matter, shall not
14 thereafter (1) use information relating to the representation
15 to the disadvantage of the former client, except as these rules
16 would permit or require with respect to a client or when the
17 information has become generally known or (2) reveal
18 information relating to the representation except as these
19 rules would otherwise permit."

20 THE COURT: Did you represent GMAC or Residential
21 Funding in connection with any mortgage foreclosure action
22 against Mr. Reed?

23 THE WITNESS: No.

24 THE COURT: I didn't read in your motion in limine to
25 exclude Ms. Donati's testimony because of prior work that she

1 did for GMACM or RFC. Did I miss that?

2 MS. HAGER: It wasn't raised at that time because I
3 didn't know the answer to those questions.

4 THE COURT: All right.

5 MS. HAGER: I didn't know if she had represented those
6 companies or not.

7 THE COURT: I'll permit you to file a post-trial
8 memorandum of law addressing the issue. It does not appear to
9 me -- I'm not ruling at this point but Ms. Donati's testimony
10 talked about custom, practice, and usage in residential
11 mortgage foreclosure in New Jersey. She's not addressed in any
12 respect GMAC's mortgage foreclosure action with respect to the
13 Reeds.

14 I'm not ruling on it but I am going to give you --
15 you've raised this for the first time now. I'll give you an
16 opportunity. We can talk when the evidence is over about how
17 much time you want to file the memorandum. I'll take under
18 advisement whether or not to consider Ms. Donati's testimony.

19 MS. HAGER: Okay. Thank you, Your Honor.

20 THE COURT: Do you wish to cross-examine?

21 MR. REED: Your Honor?

22 THE COURT: No, Mr. Reed.

23 Go ahead. Do you wish to cross-examine?

24 MS. HAGER: Well, I had some more preliminary
25 questions.

1 THE COURT: Do your cross-examination now. Do you
2 have cross-examination --

3 MS. HAGER: I do.

4 THE COURT: -- you want to do?

5 MS. HAGER: Of course.

6 THE COURT: Go ahead, let's go.

7 MS. HAGER: Sure.

8 BY MS. HAGER:

9 Q. Where did you attend law school?

10 A. Widener University.

11 Q. And what year did you start and when did you graduate?

12 A. I began in the -- Septem -- August of 2006 and I graduated
13 in May of 2009.

14 THE COURT: Just get yourself a little closer to the
15 microphone.

16 THE WITNESS: Oh, I'm sorry.

17 THE COURT: I want to be sure that -- okay. Thank
18 you. You don't have to repeat anything.

19 THE WITNESS: Okay.

20 THE COURT: But go ahead.

21 Q. Your employment at Phelan, Hallinan & Schmieg is your only
22 experience with foreclosures, right?

23 A. Yes.

24 Q. And are you a member of any professional or industry
25 organizations?

1 A. The New Jersey Bar Association and the Pennsylvania Bar
2 Association.

3 Q. Have you ever written or spoken professionally?

4 A. No.

5 Q. When were you retained to provide an expert report in this
6 case?

7 A. Exactly? July -- I'm not sure exactly the date.

8 Q. July of 2014?

9 A. Yes.

10 Q. And by whom were you retained?

11 A. Frank Reed.

12 Q. Have you ever spoken with Christina Reed?

13 A. No.

14 Q. Did Frank provide you -- did Mr. Reed provide you with any
15 facts or data about the case?

16 A. Yes.

17 Q. What were they?

18 A. I was provided copies of the foreclosure complaint, the
19 note, the mortgage, the assignment, the lis pendens, and the
20 order from the judge in the foreclosure from 2008.

21 Q. Have you ever testified as an expert before?

22 A. No.

23 Q. Have you ever provided deposition testimony?

24 A. No.

25 Q. Would you agree with me that the right to foreclose

1 accrues upon default and the performance of conditions
2 precedent such as notice?

3 A. Yes.

4 Q. Are you aware of whether the Reeds were in default prior
5 to the foreclosure complaint being filed?

6 A. I did not see anything that indicated that.

7 Q. The lower court didn't hold that GMAC Mortgage failed to
8 prove standing, did it?

9 A. No.

10 Q. Which -- excuse me. Who is supposed to discharge a lis
11 pendens?

12 A. The party that recorded it.

13 Q. And when should that occur?

14 A. When the foreclosure case is dismissed.

15 Q. And on what authority do you base those responses?

16 A. On the practice of law for four-and-a-half years in --
17 four years in that -- and I can't tell you off the top of my
18 head what statutes or rules involved, but that is the practice.

19 Q. So as an expert on foreclosures in New Jersey, you must be
20 familiar with N.J.S.A. 2A:15-14 and 15-11 concerning lis
21 pendens, right?

22 A. I have seen them.

23 Q. What are those?

24 THE COURT: I'd like to see them though --

25 A. But I --

1 THE COURT: -- if you're going to ask questions about
2 it.

3 A. -- don't have them committed to memory.

4 THE COURT: Stop. Stop. If you wish to ask questions
5 about a specific statutory section, put it in front of the
6 witness and put a copy in front of me. Otherwise, I will not
7 permit you to question about it.

8 MS. HAGER: Sure. I do have an extra copy, if you
9 just bear with me a moment.

10 THE COURT: Yes.

11 MR. REED: Your Honor, do I get a copy?

12 THE COURT: You should.

13 MS. HAGER: I actually don't have enough copies for
14 everybody. Can I ask the question a different way?

15 THE COURT: You can ask.

16 MS. HAGER: Sure.

17 THE COURT: I'll see whether I let her answer it.

18 Q. Is it not the case that lis pendens are supposed to be
19 discharged when a judgment is made in favor of the defendant?

20 A. That -- if a judgment is made in favor of a defendant,
21 then a lis pendens should be discharged.

22 Q. So you agree with me then?

23 A. Yes.

24 Q. Okay. And is it not the county clerk who is actually
25 supposed to discharge the lis pendens upon receipt of a

1 certified copy of the judgment?

2 A. That is one way it can be handled.

3 Q. Isn't that the only way it's described in the rule?

4 A. I don't know. I don't have the rule in front of me, but I
5 do know that at the conclusion of a foreclosure, a discharge of
6 lis pendens is filed -- is recorded on the land records.

7 Q. Because that's the way your former firm handled it, right?

8 A. Yes.

9 Q. At what point in a foreclosure proceeding would the county
10 clerk receive a certified copy of the judgment in favor of the
11 defendant?

12 A. At what point, if there was a judgment in favor of the
13 defendant would the county court (sic) recorder --

14 Q. Let me ask --

15 A. -- the county court or --

16 Q. I'll ask it again if that's okay.

17 A. Okay.

18 Q. At what point in a foreclosure proceeding would the county
19 clerk receive a certified copy of the judgment?

20 A. After we received -- after the law firm received it from
21 the court.

22 Q. After the law firm received what from the court?

23 A. The certified copy of the judgment.

24 Q. Are you aware of when the Reeds' foreclosure action was
25 dismissed by the court?

1 A. I do not know the date.

2 Q. Are you aware of whether or not it says in the rule
3 regarding lis pendens that the plaintiff is obligated to
4 discharge the lis pendens?

5 A. Do I know where that is?

6 Q. Sorry. I'll just rephrase it for you. Does it say
7 anywhere in the rule regarding lis pendens that the plaintiff
8 is obligated to discharge the lis pendens?

9 A. I do not know off the top of my head.

10 Q. Are you aware of how long a lis pendens remains effective
11 in New Jersey?

12 A. Five years.

13 MS. HAGER: Thank you. I don't have anything further.

14 THE COURT: So Ms. Donati, did you see Judge
15 Hogan's -- a copy -- with respect to this matter, did you see
16 Judge Hogan's decision?

17 THE WITNESS: I did see it.

18 THE COURT: Okay. And that decision is dated February
19 6, 2009. I think the issue arises here that the clerk's office
20 didn't enter a dismissal of the complaint -- of the case, of
21 the foreclosure case until August 9th, 2013. Why, I have no
22 idea. But the --

23 THE WITNESS: That's a long time.

24 THE COURT: -- dismissal wasn't entered until August
25 9th, 2013. That's at least why I asked some questions earlier

1 about when the lis pendens should be discharged. Judge Hogan
2 wrote a decision but the judgment -- a dismissal wasn't entered
3 until years later. Why, I don't know. But I take it your
4 understanding is it's when the judgment of dismissal is
5 entered, that's when the lis pendens should be discharged.

6 THE WITNESS: Yes.

7 THE COURT: Okay.

8 Mr. Reed, do you have any additional questions?

9 REDIRECT EXAMINATION

10 BY MR. REED:

11 Q. I'm trying to understand the terminology. I think Ms.
12 Donati, you had said when you received an order from the judge
13 dismissing the case is when you would proceed with dismissing
14 the lis pendens.

15 A. That is what we did, yes. I --

16 MR. REED: Your Honor, I would like to ask the witness
17 about preparation of filing foreclosure complaints, moving away
18 from the lis pendens.

19 Q. Would your firm routinely -- can you explain any process,
20 if at all, relating to obligations under New Jersey Fair
21 Foreclosure Act and filing a foreclosure action?

22 MS. HAGER: Objection. It exceeds the scope of cross-
23 exam.

24 THE COURT: I'm going to overrule the objection. Go
25 ahead.

1 THE WITNESS: I'm sorry, I didn't hear.

2 THE COURT: I overruled the objection.

3 THE WITNESS: Okay. The Fair Foreclosure Act calls
4 for a notice of intent to foreclose which is a letter sent to
5 the borrower letting them know that they're in default, who the
6 lender is, how much would be required to cure the default and
7 other information. And it gives them thirty days to cure the
8 default before a foreclosure can be initiated.

9 We -- part of the pre-filing procedure for a
10 foreclosure action would be to make sure that the notice of
11 intent to foreclose was sent and that the thirty days had run.
12 So we would not file prior to the thirty days expiring.
13 Usually we would give them thirty-five days.

14 THE COURT: Anything else, Mr. Reed?

15 MR. REED: I can't -- I can't -- my understanding is I
16 can't discuss the actual -- my foreclosure.

17 THE COURT: That's correct.

18 MR. REED: And any questions about the --

19 THE COURT: I'm not going to allow you to elicit any
20 opinion testimony from Ms. Donati.

21 Look, Mr. Reed, the Trust doesn't -- is not
22 contesting, for the purposes of this matter, that the FFA
23 notice was not given and that's the reason that Judge Hogan
24 entered his decision to dismiss the matter without prejudice.
25 Am I correct in that, Ms. Hager?

1 MS. HAGER: That's correct, Your Honor.

2 THE COURT: Okay. So this doesn't serve any purpose.

3 MR. REED: Okay.

4 THE COURT: Okay? Do you have anything else you want
5 to ask her about?

6 MR. REED: I think -- I was going to just ask
7 questions about the assignment of the mortgage certificate in
8 relation to the filing of the foreclosure, the date but I --
9 like I said, I'm trying to understand that I can't talk about
10 my specific foreclosure action.

11 THE COURT: I think she's already testified about what
12 her custom and practice was with respect to when a lender would
13 ask that a foreclosure action be commenced, what the custom and
14 practice was with reviewing the note, the mortgage, any
15 assignment. Is there something beyond that you want to --
16 she's already testified about that.

17 MR. REED: I don't -- I don't think so.

18 THE COURT: Okay. Because ordinarily, you call a
19 witness, you ask -- and I'm giving you some leeway on this, you
20 ask your questions, then the other side cross-examines as
21 Ms. Hager did. Then ordinarily any redirect is limited to the
22 scope of the cross-examination. You can't go back over a new
23 area and things like that.

24 MR. REED: So cover every new --

25 THE COURT: I've given you some -- I've tried to give

1 you some leeway. I've overruled the objections about beyond
2 the scope of the cross, but Ms. Donati already did testify --

3 MR. REED: Okay.

4 THE COURT: -- about the procedures with respect to
5 looking as to whether there was an assignment or an endorsement
6 of the note or whether it was endorsed in blank. I have that
7 clearly in mind.

8 Is there something else you wanted to ask about?

9 MR. REED: No.

10 THE COURT: Okay. Ms. Hager, is there anything else
11 you want to ask?

12 MS. HAGER: No, Your Honor.

13 THE COURT: All right.

14 MS. HAGER: Thank you.

15 THE COURT: You're excused. Thank you very much for
16 your testimony.

17 All right. And you have another witness here?
18 Somebody else came in while we were --

19 MR. REED: He did. He did, Your Honor.

20 THE COURT: And who is that?

21 MR. REED: This is Evan Hendricks.

22 THE COURT: Okay. Mr. Hendricks, do you want --
23 you're going to call him as a witness, I take it then.

24 MR. REED: Yes.

25 THE COURT: All right. Mr. Hendricks, would you come

1 on up and be sworn. If you would go up there and stand there
2 and raise your right hand. Just want to make sure the
3 microphone is picking up your response. Okay. All right.

4 (Witness sworn)

5 THE COURT: All right. Please have a seat.

6 THE WITNESS: Thank you.

7 THE COURT: If you would state and spell your full
8 name.

9 THE WITNESS: My name is Evan Hendricks, E-V-A-N,
10 H-E-N-D-R-I-C-K-S.

11 THE COURT: Thank you very much, Mr. Hendricks. And
12 just so you understand, Mr. Reed hadn't completed his direct
13 testimony, but when we broke for lunch, I indicated that I
14 would take witnesses out of order, so they wouldn't have to
15 wait while Mr. Reed completed. So you were here, I think, when
16 Ms. Donati was testifying. So now I'll permit Mr. Reed to ask
17 his questions of you.

18 Go ahead, Mr. Reed.

19 THE WITNESS: Thank you, Your Honor.

20 MR. REED: Your Honor, I have to get my computer
21 because the -- I just realized the reference material is on the
22 actual computer.

23 THE COURT: I'll tell you what, you stay there. I'll
24 ask one of my law clerks if you don't mind them bringing it
25 back to you, so you don't have to get it. It's the red-covered

1 computer on the ledge there, right?

2 MR. REED: Yes.

3 THE COURT: Okay. They'll bring it back to you.

4 (Pause)

5 THE WITNESS: I'm a bit out of order; is there any
6 water available in the courtroom?

7 THE COURT: We'll have to get you some.

8 THE WITNESS: Thanks. Sorry. I just got off the
9 train, so I haven't had a chance to --

10 DIRECT EXAMINATION

11 BY MR. REED:

12 Q. Mr. Hendricks, can you state your name for the Court?

13 THE COURT: He did already.

14 MR. REED: He did.

15 Q. Your residence?

16 THE COURT: No, we --

17 MR. REED: Oh, you don't --

18 THE COURT: Yes, go ahead. Tell him --

19 THE WITNESS: I --

20 THE COURT: Give me your office or your home,
21 whichever you prefer.

22 THE WITNESS: I live in Bethesda, Maryland.

23 THE COURT: Okay.

24 THE WITNESS: Street address.

25 THE COURT: All right.

1 Q. Would you care to share with the Court your experience as
2 an expert witness in matters of banking and public records?

3 A. Sure. I --

4 THE COURT: Let me ask you this --

5 THE WITNESS: Sure.

6 THE COURT: -- before you do that: tell me what you
7 understand you're here to testify as an expert about. What is
8 the subject of your --

9 THE WITNESS: The effect of the public record filing,
10 specifically to lis pendens on his -- the -- in the foreclosure
11 of his property and the -- what -- you know, what GMAC's
12 practice and pattern was in relation to that information and
13 that kind of activity. And the impact it had on his ability to
14 sell his house and on the foreseeability of the damage that
15 would cause him on behalf of GMAC.

16 THE COURT: All right. We'll take it one step at a
17 time.

18 THE WITNESS: Okay.

19 THE COURT: Go ahead, Mr. Reed. What is your question
20 of Mr. Hendricks?

21 MR. REED: I understand that Mr. Hendricks said we
22 would like to have him talk about his experience.

23 Q. First off, have you ever testified in a court in regard to
24 these issues that you just described to the Judge?

25 A. Yes, sir. I have been qualified more than twenty times,

1 testified in federal and state court. They involve the
2 personal information that affects people's financial standing,
3 their creditworthiness. Many of the cases involve public
4 records because foreclosures and tax liens are very -- have a
5 negative impact on someone's ability to close a transaction.

6 And so I have a lot of specialized knowledge in that field
7 and I -- one of the ways I've built that up was I was editor
8 and publisher of a newsletter, specialized newsletter, for
9 thirty-three years dealing with information, law and policy,
10 including the use of public records in consumer transactions,
11 the public access to that information, what kind of personal
12 information and public records is available like foreclosure
13 information, property records. So I have a lot of specialized
14 knowledge in that area and that's why I serve as a specialized
15 knowledge expert in cases involving personal information, a lot
16 of times in credit reporting.

17 THE COURT: I don't know whether you -- have you seen
18 my order on the motion in limine?

19 THE WITNESS: Yes, sir. I know we're not talking
20 about credit reporting today and so I am here to talk
21 specifically about the public record and its impact on that
22 transaction and that house. And I know there's other limits in
23 your order.

24 THE COURT: All right.

25 Mr. Reed, go ahead with your questioning.

1 Q. Mr. Hendricks, could you describe, in particular, the
2 effects of the public record of a lis pendens on the
3 alienability of the property either through selling or
4 financing?

5 A. Thank you, and this is what I am here to testify about is
6 that a lis pendens and a foreclosure brings a transaction to a
7 halt because no mortgage lender or a banker can approve a
8 credit application or any sort of transaction when there's that
9 sort of public record existing and they find out about it
10 because they use services that notify them of it, as soon as
11 it's feasibly possible.

12 So it's figuratively like a -- it's hanging a scarlet
13 letter around a consumer who has one of these foreclosures or
14 other figurative phrase, it throws them in credit jail and
15 there's no get out of jail card.

16 Q. Mr. Hendricks, you spoke of the consumer but does it have
17 an effect on the property itself, as well?

18 A. Yes, it locks up the property. It basically puts it in
19 the deep freeze, so no transaction can take place for that
20 property because it's -- I'm not a lawyer but it's encumbered.
21 I don't know if that's the right term but it's simply not free
22 to be used in a transaction.

23 THE COURT: Well, a mortgage encumbers a property as
24 well, right?

25 THE WITNESS: Yes.

1 THE COURT: Go ahead, Mr. Reed.

2 THE WITNESS: But this is a special sort of -- again,
3 a scarlet letter on -- which ties up that property.

4 THE COURT: Go ahead with your question, Mr. Reed.

5 THE WITNESS: Sorry.

6 Q. Is it fair to say that a lis pendens signifies that a
7 dispute is happening over the title of the property? That's
8 the role of the lis pendens?

9 MS. HAGER: Objection. Leading.

10 THE COURT: Overruled.

11 A. It certainly indicates that a dispute is likely. It
12 doesn't a hundred percent confirm there's a dispute but it
13 definitely confirms that a dispute is likely, yes.

14 Q. You -- Mr. Hendricks, you live in Maryland and you have
15 traveled the country, so the rules may be different from state
16 to state on lis pendens, is that correct?

17 A. Right. But there are also -- most of the rules
18 supplement. If there's a state rule and there's federal rule,
19 it's usually -- one doesn't trump or pre-empt the other. It's
20 usually -- they build on each other, so the rights are
21 cumulative.

22 Q. Since it's a public -- a lis pendens is a public record,
23 would -- regular individuals would be able to learn of that
24 information as well, would they not?

25 A. If it's a -- as a public record, yes, if they knew where

1 to look and how to get it. Yes, they would be able to access
2 that sort of public record.

3 Q. To your knowledge, are there services that report those
4 public records to anyone who may be interested in knowing that
5 information?

6 A. Yes, it's a standard industry practice for major creditors
7 to subscribe to services that will notify them of foreclosures
8 and bankruptcies are two of the leading categories that
9 creditors want to know about, especially for existing
10 customers. So that's something that's now -- it used to be if
11 it was just in a court record somewhere, they might not know
12 about it but now there's services that bring it -- push that
13 information to them almost -- very promptly, if not
14 immediately.

15 Q. Are you aware if there are any such services accessible to
16 the general public? I'll let you answer that question.

17 A. I am more familiar with the industry using them. I'm not
18 sure to the extent that there's one that's mainly designed for
19 the general public. But it is publicly available information,
20 so it's conceivable.

21 Q. Are you -- would it surprise you if there was services
22 like this employed or used by realtors to determine properties
23 subject to public records recorded against them?

24 A. No, that -- that wouldn't surprise me because they're
25 central to the industry and they're industry participants, just

1 like a lender like GMAC would use this sort of thing because
2 they would not want to and would not approve any sort of loan
3 or transaction to someone who has a lis pendens pending.

4 Q. The recordation of a lis pendens, is it fair to say that
5 that would send or can it send any kind of a message to the
6 public, as it's a public record, that the owner of that
7 property is in distress -- financial distress?

8 MS. HAGER: Objection. Leading and calls for
9 speculation.

10 THE COURT: Sustained. Do you have another question,
11 Mr. Reed?

12 MR. REED: I'm trying to think of how I can rephrase
13 that, Your Honor, if I understand the objection.

14 Q. Mr. Hendricks, you mentioned that filing of a lis pendens
15 and foreclosure actions foreseeably can cause harm. Could you
16 elaborate?

17 THE COURT: He didn't say that.

18 A. I can elaborate.

19 THE COURT: Ask another question, Mr. Reed.

20 Q. Filing of a foreclosure and a lis pendens does have harm
21 or -- to the property and owner of that property, is that
22 correct?

23 A. Yes.

24 MS. HAGER: Objection.

25 A. Becau -- I'm sorry. Yes, it does because it ties up the

1 house -- a person's home is usually the most important asset
2 and when you have a lis pendens is completely ties up that
3 asset and makes it so you can't sell it, you can't borrow
4 against it and it --

5 THE COURT: Well, to sell it, he has to satisfy the
6 mortgage, correct?

7 THE WITNESS: Yes, sir.

8 THE COURT: And if there's a valid mortgage, you would
9 agree that that's an obligation that the mortgagor would have
10 to pay at the time they sell their house, correct?

11 THE WITNESS: Right. And I understand that was Mr.
12 Reed's plan provided this transaction was going to go through
13 that he was working on at the time.

14 THE COURT: Well --

15 THE WITNESS: That's my understanding, Your Honor; I'm
16 sorry.

17 THE COURT: That's what you're basing your opinion on?

18 THE WITNESS: That's certainly part of the basis for
19 my opinion, yes.

20 THE COURT: Go ahead, Mr. Reed. Ask your next
21 question.

22 Q. Is it your understanding that -- from your experience,
23 does litigation over title and property, is that something
24 that's quickly or easily typically resolved?

25 A. No, not --

1 MS. HAGER: Objection. Leading and calls for
2 speculation.

3 THE COURT: Sustained.

4 Q. During 2008 and 2009, could you describe for the Court
5 your understanding of the foreclosure industry? I'll back that
6 up.

7 In your experience, Mr. Hendricks, why would a lender not
8 want to underwrite property because of a lis pendens or pending
9 litigation?

10 MS. HAGER: Objection. Leading. It calls for --

11 THE COURT: Sustained.

12 (Pause)

13 THE COURT: Do you have any additional questions, Mr.
14 Reed?

15 MR. REED: I do, Your Honor. It's just trying --
16 difficulty of my trying to phrase them in a way -- trying to
17 understand the -- I don't want to elicit objections because I
18 am not phrasing them correctly. I don't want to do something
19 inappropriate.

20 THE COURT: Tell me what it is you're trying to
21 inquire about, Mr. Reed. This is not a question to him.
22 You're telling me. Okay?

23 MR. REED: Um-hum.

24 THE COURT: What's the point you want to make?

25 MR. REED: Would a lender know, reasonably know, if

1 filing a foreclosure action is going to have a harmful effect
2 on the person who owned the property or the property value it's
3 of -- by way of -- you know, just by -- by putting it into the
4 public awareness that there is a debt collection activity on
5 the property and against the property owner. And what -- what
6 result of that -- in other words, is it -- would they happen to
7 know with -- of course, this is going to have some negative
8 impact on them -- on that person but it just doesn't happen in
9 a vacuum.

10 THE COURT: Do you have an opinion, Mr. Hendricks,
11 whether the filing of a lis pendens has an impact on the market
12 value of residential real estate? Just answer that yes or no.

13 THE WITNESS: Yes, I do have an opinion on that.

14 THE COURT: Okay. Don't tell me your opinion yet but
15 tell me what's the basis for your opinion?

16 THE WITNESS: The basis for my opinion is the
17 specialized knowledge I've accumulated following cases
18 involving mortgages, property sale and the impact that public
19 records with personal information has on those properties.

20 THE COURT: And does the filing of the lis pendens
21 have some different effect than simply if you had knowledge
22 that the borrower had defaulted on his mortgage?

23 THE WITNESS: Well, I mean that's a compound question.
24 Can I take it --

25 THE COURT: Well, I get to ask what I want to.

1 THE WITNESS: Yeah, I know. Can I take it one at a
2 time then? The lis pendens is particularly damaging when, as
3 you just had another witness talk about and your question went
4 to this, and it's -- I think this is stipulated, when it's
5 not -- adequate notice is not given. So much of the -- the
6 regimes that I deal with are based on notice.

7 THE COURT: Look, the complaint was on file. It was
8 public. The issue about whether Mr. Reed received the notice,
9 that the New Jersey statute required thirty days in advance was
10 an issue in this case, but it's undisputed that Mr. Reed was in
11 default payment of his mortgage beginning in February of 2008.
12 I think that's also undisputed.

13 So my question is, does the filing of the lis pendens
14 have an effect that's different from the fact that the Reeds
15 had defaulted on their mortgage? The lis pendens was filed May
16 27th, 2008, months later.

17 THE WITNESS: My answer is yes.

18 THE COURT: All right. Let me hear your opinion.

19 THE WITNESS: Because it goes into this whole public
20 records regime which is then transferred into interested
21 stakeholders in the private sector, including lenders.

22 THE COURT: Well, no lender is going to lend to Mr.
23 Reed if he's been in default of his mortgage for five months
24 when he applies for refinance, are they?

25 THE WITNESS: Well, I mean, I think if -- in most

1 traditional circles probably not but I believe is Mr. Reed was
2 working with a lender he had a long track record with and that
3 that -- my understanding is that that lender told him that once
4 they --

5 THE COURT: Well, don't tell me what the lender told
6 him --

7 THE WITNESS: Okay, I'm sorry.

8 THE COURT: -- because he hasn't been able to put that
9 into evidence.

10 THE WITNESS: Okay. All right.

11 THE COURT: All right.

12 THE WITNESS: But that public record regime kicked in
13 and that's how that played a role in bringing a halt in this
14 transaction preventing him from --

15 THE COURT: That's contrary to the testimony this
16 morning.

17 THE WITNESS: Okay.

18 THE COURT: The testimony this morning about the
19 transactions which Mr. Reed had entered into, the first buyer
20 failed to close and was able to recover his deposit. The
21 second buyer defaulted and Mr. Reed had to -- I heard a lot of
22 testimony about it and there was no testimony that the second
23 borrower didn't go forward and close the purchase because of
24 anything related to a mortgage foreclosure action. So you're
25 assuming that Mr. Reed lost a sale because of mortgage

1 foreclosure?

2 THE WITNESS: No, I think it was a refinance or some
3 sort of a financial arrangement that he was going to have with
4 the lender he had been working with at TD Bank.

5 THE COURT: And do you think -- well, never mind.

6 THE WITNESS: And I apologize because I thought I was
7 testifying tomorrow, so I didn't have time to prepare that I
8 normally would, sir.

9 THE COURT: Well, it's -- go ahead with your
10 questions, Mr. Reed.

11 THE WITNESS: Obviously my opinions have to square
12 with the facts of the case.

13 THE COURT: Okay.

14 THE WITNESS: And that -- but you asked about two
15 things and I'm thinking of something that I think happened
16 after those two --

17 THE COURT: And what's -- go ahead and tell me.

18 THE WITNESS: Well, my understanding is that -- and I
19 wish I was here to hear the testimony as well, that TD Bank was
20 looking to do a -- some sort of finance or loan processing with
21 Mr. Reed when TD Bank discovered, through the public records
22 regime, the lis pendens. And then that brought it to a halt.

23 THE COURT: And do you think that TD Bank would have
24 asked whether he's current in his mortgage payments before they
25 agreed to do a refinance?

1 THE WITNESS: I think they would have, yes.

2 THE COURT: Yes. And so Mr. Reed's testimony this
3 morning as about discussions with TD Bank before any
4 foreclosure action was filed.

5 Ask your next question, Mr. Reed. Let's get on with
6 this.

7 (Pause)

8 THE COURT: Do you have a question, Mr. Reed?

9 MR. REED: Yes, I am trying to formulate it, Your
10 Honor.

11 BY MR. REED:

12 Q. In your experience with the -- the existence of a
13 foreclosure action and its associated lis pendens on a
14 property --

15 MR. REED: I don't know if this is an allowable
16 question, Your Honor.

17 THE COURT: Well go ahead and ask it and we'll see.

18 Q. -- signify to a buyer or a buyer's realtor that there may
19 be a more involved process in the sale of a property than a
20 property that didn't have such a recordation?

21 MS. HAGER: Objection. Calls for speculation.

22 THE COURT: Overruled. Go ahead.

23 A. Yes, it does, just like you do title searches to see if
24 properties have liens on them. This is a same, parallel
25 situation. Yes, it would show that this is -- the transaction

1 is not going to go through quickly.

2 Q. Would the filer of that foreclosure and associated lis
3 pendens likely be aware of that effect?

4 A. Yes, it's foreseeable that it's going to be a financial
5 servicing mortgage company that's going to file that sort of
6 thing and they -- if they're on the other end looking at a
7 consumer or a property that had that, they know that they would
8 not do -- they would not do that transaction either. So it
9 would be no mystery to an entity like GMAC, and GMAC, there was
10 a lot of -- GMAC was recklessly foreclosing on lots of people
11 at this time and was being investigated by the government for
12 it and was the subject of an audit by the Treasury Department.
13 So this was part of a pattern and practice of GMAC's actions
14 where -- during that period of time where they were recklessly
15 foreclosing on people.

16 MS. HAGER: Objection to the witness' testimony as far
17 as the --

18 THE COURT: Objection is sustained and the testimony
19 is stricken. There's no foundation. It's beyond his
20 permissible scope of expertise.

21 MR. REED: What -- Your Honor, he strayed there.

22 THE COURT: Ask your next question, Mr. Reed.

23 MR. REED: Your Honor, I'm unsure what was stricken.

24 THE COURT: His whole answer was stricken, Mr. Reed.

25 Ask your next question.

1 (Pause)

2 MR. REED: Your Honor, I would like you to turn
3 Exhibit 5 and enter it into evidence. Ms. Hager agreed to
4 allow this. I don't know if she has any objection now, but she
5 agreed to allow it.

6 MS. HAGER: No objection, Your Honor.

7 THE COURT: All right. Exhibit 5, which is the
8 Interagency Review Of Foreclosure Policies And Practices,
9 Federal Reserve System, Office of the Comptroller of The
10 Currency, Office of Thrift Supervision and the cover has a date
11 of April 2011, is admitted into evidence.

12 (Intragency Review of Foreclosure Policies and Practices was
13 hereby received into evidence as Reed's Exhibit 5, as of this
14 date.)

15 MR. REED: Your Honor, may I approach the witness to
16 allow him to review the document?

17 THE COURT: Sure.

18 MR. REED: This was provided to the witness in
19 preparation towards --

20 THE COURT: Okay. Go ahead. If you want to -- we've
21 got to make sure we get you on --

22 MR. REED: Yes.

23 THE COURT: -- the sound system, so -- all right.

24 Mr. Reed has placed Exhibit 5 in evidence before the
25 witness.

1 Go ahead with your questioning, Mr. Reed.

2 BY MR. REED:

3 Q. Mr. Hendricks, is this the report that you were referring
4 to when you said that GMAC was one of many firms under
5 investigation by an agency of the government?

6 A. This is one of the reports that I reviewed which covered
7 this period, but in my expert report, I also cited a report
8 that specifically cited an audit of GMAC by an agent of the
9 Treasury Department which found all sorts of irregularities
10 with GMAC's foreclosure which is in -- basically supplements
11 or, you know, complements this report on the problems with
12 foreclosure across the industry.

13 MS. HAGER: Objection to any testimony stemming from a
14 report which is inadmissible.

15 THE COURT: I'm going to overrule that objection. The
16 report to which he refers is not in evidence, other than this
17 report itself. You know, what he said specifically about GMAC
18 being discussed in another report, that part is inadmissible,
19 but I'm going to let the answer stand and give appropriate
20 weight to the portion of it that remains.

21 Go ahead, Mr. Reed. Let's go.

22 (Audio resumes mid-sentence)

23 Q. -- of these -- of this particular report -- put on any
24 heightened notice that their actions could cause harm?

25 MS. HAGER: Objection.

1 THE COURT: Sustained.

2 Mr. Reed, you just put in evidence a report from April
3 2011. The lis pendens about which you complain was entered in
4 May 2008. How a report from 2011 would impact what GMACM did
5 in 2008 is not something -- you've drawn no logical connection
6 and I am going to exclude that -- that's why I am sustaining
7 the objection to the question, okay?

8 MR. REED: Your Honor, the basis of the report --

9 THE COURT: I don't want to hear any argument. Ask
10 your next question.

11 (Pause)

12 MR. REED: Your Honor, I think -- I don't think I have
13 anything more.

14 THE COURT: Cross-examination?

15 CROSS-EXAMINATION

16 BY MS. HAGER:

17 Q. Good afternoon. How are you aware of Mr. Reed's
18 relationship with TD Bank?

19 A. Through my discussions with Mr. Reed and through documents
20 that he provided.

21 Q. The majority of your prior testimony in other matters
22 related to credit reports, isn't that right?

23 A. A lot of were credit reporting cases involving credit
24 reports and some of them involved the use of public records,
25 yes.

1 Q. How often have you been involved with matters involving
2 lis pendens in New Jersey?

3 A. In terms of a specific case involving a lis pendens in New
4 Jersey, this is the first one that I remember of all the cases
5 I've been involved in.

6 Q. And have you ever prepared a study of the effect of the
7 lis pendens on market value of property?

8 A. No.

9 Q. Isn't a lis pendens simply a notice to third parties?

10 A. It's -- yes, it's a notice, it's a public notice, yes.

11 Q. And it puts parties on notice of litigation between
12 parties, isn't that right?

13 A. Yes, that's part of it. Yes.

14 Q. And couldn't a potential creditor simply ask the potential
15 borrower about the lis pendens?

16 A. Yes.

17 Q. It's not necessarily something that precludes a potential
18 borrower from getting a loan, is it?

19 A. The lis pendens, is that your question?

20 Q. Right, the question is does a lis pendens necessarily
21 preclude a lender from lending to a potential borrower?

22 A. Effectively, yes, it does, because no underwriter would
23 approve a loan if there's a lis pendens on a property.

24 Q. But didn't you just testify that a potential creditor
25 could have a discussion with the potential borrower about the

1 facts surrounding the lis pendens?

2 A. Oh, sure, of course they could; but that's not -- that
3 wasn't your last question.

4 Q. You testified that you can't sell a house when there's a
5 lis pendens. Why is that?

6 A. For the reason that you can't get the transaction
7 approved. The underwriter won't approve the transaction, the
8 application for credit.

9 Q. What if the potential buyer had cash?

10 A. Right, if it's all cash between two parties and I suppose
11 that's, you know, in the category of anything's possible, yes.

12 Q. Well, it's not actually an impediment to closing, right?

13 A. Well, I mean in the real world it is, yes.

14 Q. It is simply a notice, isn't it?

15 A. Well, it's a notice of a very major problem.

16 Q. A lis pendens is not the same thing as a lien, is that
17 right?

18 A. I don't believe so, no.

19 Q. So let me just make sure I understood your answer. A lis
20 pendens is not the same thing as a lien, correct?

21 A. A lien is a lien and a lis pendens and a lis pendens.

22 Q. They're different?

23 A. Yes.

24 Q. Right. Okay. Thank you. I don't have anything further.

25 A. Thank you.

1 THE COURT: Mr. Reed, any further examination? It has
2 to relate to the subject of Ms. Hager's questions.

3 MR. REED: Yes.

4 REDIRECT EXAMINATION

5 BY MR. REED:

6 Q. A lis pendens indicates a potential lien, is that correct?

7 A. I think that's a fair interpretation, yes.

8 Q. It has to be resolved by the litigation that it's
9 associated with?

10 A. That's my understanding, yes.

11 Q. What you testified earlier is typically understood to be a
12 complicated -- signifies a complicated matter is pending
13 regards to the property?

14 A. Yes.

15 Q. So the reverse of that, it's not a simple scenario
16 regarding the title of --

17 A. Right.

18 Q. -- the property.

19 A. Right. It's not a typical residential mortgage or
20 residential property transaction, yes.

21 MR. REED: Your Honor, I have nothing further.

22 THE COURT: Isn't any proposed sale transaction where
23 there's a mortgage on the property, the buyer is going to
24 insist on having a payoff demand from the existing mortgagee,
25 so that the mortgage is satisfied and released when the

1 transaction is closed, correct?

2 THE WITNESS: If I understand your question, I think I
3 agree. No buyer is going to want to just take on an unpaid
4 mortgage as part of buying a property.

5 THE COURT: Whether there was a lis pendens or not,
6 whenever a buyer is buying a property that's subject to a
7 mortgage, whether it's through an escrow agent or lawyers who
8 were closing the transaction, you get a payoff demand with
9 respect to the outstanding mortgages or liens on the property,
10 correct?

11 THE WITNESS: I believe that's correct. I --

12 THE COURT: And the buyer wants to be sure that the
13 existing liens are satisfied unless he's taking -- unless he
14 expressly agrees to take subject to, the buyer wants to be sure
15 that existing liens are satisfied when the transaction closes,
16 correct?

17 THE WITNESS: I believe that's a fair description,
18 yes.

19 THE COURT: All right. And so when a mortgagee has
20 filed a lis pendens and a foreclosure action, a buyer can still
21 close on the property and get a payoff demand to find out what
22 is required to satisfy the existing liens and mortgages on the
23 property, correct?

24 THE WITNESS: I think, theoretically, that's happened
25 but in the real world and my understanding -- the reason I'm

1 here is that my understanding is that lis pendens basically
2 convinced TD Bank that it cannot go ahead what it was
3 borrowing --

4 THE COURT: Well, you've said that, but I don't have
5 any evidence of that.

6 THE WITNESS: Okay. I'm sorry. That's why I have
7 to -- that's what -- my understanding is why I am here --

8 THE COURT: Okay.

9 THE WITNESS: -- that that public record regime --

10 THE COURT: Right.

11 THE WITNESS: -- kicked in and prevented that
12 transaction, interfered with the contract.

13 THE COURT: All right. Any other questions?

14 MS. HAGER: No, Your Honor.

15 THE COURT: Mr. Reed?

16 MR. REED: No.

17 THE COURT: All right. You're excused.

18 THE WITNESS: Can I clarify one further thing?

19 THE COURT: Go ahead.

20 THE WITNESS: Okay. Thank you. I appreciate the
21 indulgence. GMAC was cited in this report. The one I cited in
22 my expert report is more specific to GMAC, so they are in both
23 of them.

24 THE COURT: Okay. All right. Thank you.

25 THE WITNESS: Thank you.

1 THE COURT: All right.

2 THE WITNESS: Thanks for the water.

3 THE COURT: Okay. You're welcome.

4 All right. Mr. Reed, other than your testimony, do
5 you have any other witnesses you're going to call?

6 MR. REED: I was hoping that I can convince Ms. Carter
7 to appear. I have someone working on that. I don't know the
8 effort because I don't have the phone. I can't have access to
9 my phone and I would love to check that.

10 THE COURT: All right. Here's what we're going to do.
11 We're going to take a recess until 4 o'clock, Mr. Reed. You'll
12 resume the witness stand. And we need to move forward
13 expeditiously with the rest of your direct testimony and then
14 Ms. Hager can cross-examine and we'll see where we go to at the
15 end of the day, okay? All right.

16 So we're in recess until 4 o'clock.

17 (Recess from 3:42 p.m. until 3:59 p.m.)

18 THE COURT: All right. Please be seated.

19 Mr. Reed, you're going to resume the witness stand.

20 MR. REED: Your Honor, I'm troubled by the TD Bank
21 evidence.

22 THE COURT: Mr. Reed, are you going to resume the
23 witness stand?

24 MR. REED: Okay. I didn't know how we addressed that.

25 THE COURT: All right. While you're standing there,

1 Ms. Hager you've seen the affidavit from TD Bank. Do you
2 object to the admission of the August 20, 2012 letter from
3 Mr. Reed to Mr. Curley, and Mr. Curley's August 20th, 2012
4 letter to Mr. Reed, and the July 8th, 2014 letter from
5 Mr. Curley, To Whom It May Concern?

6 MS. HAGER: Well, Your Honor, I don't have an
7 objection to the letter from Mr. Reed to TD Bank. As I told
8 Mr. Reed the other day, that's a letter from him and he's here
9 to testify about it.

10 I still have the same objections to the two TD Bank
11 letters that I had when we were here last Monday when Your
12 Honor clearly --

13 THE COURT: No, the only thing we talked about on
14 Monday was authenticity. We didn't talk about any other
15 objections that you might have. So what are your -- tell me
16 specifically to -- the basis for your objection to the August
17 20, 2012 letter from Mr. Curley to Mr. Reed.

18 MS. HAGER: Sure, the particular letter that's
19 attached to what was handed to me today is actually a bad copy
20 and I don't know if this is what came from TD Bank's records or
21 not. This is what appears to have been attached to the
22 business records affidavit which was transmitted pursuant to
23 the subpoena which, by the way, was not served on me pursuant
24 to Federal Rules of Civil Procedure 45(a)(4).

25 I didn't have an opportunity to see this previously.

1 I didn't have an opportunity to depose Ms. Morgan. I don't
2 know if this was a copy of the letter that came from her file.
3 I do question why it's a bad copy because there are actually
4 better copies that I've seen.

5 THE COURT: Well, look --

6 MS. HAGER: With respect to the content of the
7 document itself, this is a letter that purports to be an
8 explanation as to why Mr. Reed was denied refinancing and it's
9 dated four years after -- more than four years after he
10 testified he applied for the loan, which is atypical and runs
11 afoul of the Equal Credit Opportunity Act.

12 So I do have doubts as to the authenticity of the
13 letter and I have the same issue with the July 8th, 2014 letter
14 which basically addresses the concern or tries to address the
15 concern I have with the 2012 letter. It says well, no, that
16 August 20th, 2012 letter's just fine.

17 And so, you know, the specific comment I think I made
18 on Monday with respect to the July 8th letter has also to do
19 with the formatting of the letter and the font. You'll notice
20 that the font on the date is different than the font on the
21 body of the letter. This was something that was, though dated
22 July 8th, was provided to me on the last day of discovery and I
23 suspect that was to preclude a chance for me to depose
24 Mr. Curley about it, but nevertheless, I have my concerns as to
25 the authenticities of both letters, notwithstanding the fact

1 that there's a business records affidavit attached to them now.

2 THE COURT: Well --

3 MS. HAGER: I don't --

4 THE COURT: Your objection is that to -- all right.

5 Let me take this in pieces. With respect to the objection as
6 to the authenticity of the three letters attached to Ms.
7 Morgan's declaration, the objection to authenticity is
8 overruled on the basis of Federal Rule of Evidence 902(8),
9 "Acknowledged documents: A document accompanied by a
10 certificate of acknowledgement that is lawfully executed by a
11 notary public or another officer who is authorized to take
12 acknowledgements."

13 I will accept Ms. Morgan's declaration which is under
14 penalty of perjury. It satisfies the authentication
15 requirement.

16 However, the three documents -- Mr. Reed's letter of
17 August 20th, 2012, Mr. Curley's letter of August 20th, 2012 and
18 Mr. Curley's letter of July 8th, 2014 -- are all hearsay, and
19 despite Ms. Morgan's declaration, it's clear from the face of
20 the documents that they do not satisfy Federal Rule of Evidence
21 803(6), Records of a regularly conducted activity, which reads,
22 "A record of an act, event, condition, opinion or diagnosis if
23 (a) the record was made at or near the time by or from
24 information transmitted by someone with knowledge, (b) the
25 record was kept in the ordinary course of a regularly conducted

1 activity of a business organization, occupation or calling,
2 whether or not for profit, (c) making the record was a regular
3 practice of that activity". It goes on with additional
4 subsections.

5 The key letters in this chain are the two letters from
6 Mr. Curley dated August 20th, 2012 and July 8th, 2014, both
7 relating to facts that transpired in early 2008. Therefore,
8 neither of these letters is a record that was made at or near
9 the time by someone with knowledge. Neither letter satisfies
10 the business records exception to the hearsay rule.

11 No other basis -- authenticity only gets you over the
12 first leg of this school, Mr. Reed. When this matter was
13 presented to me and what I understood Ms. Hager was -- the sole
14 basis for objection was authenticity, I told you to go get the
15 affidavit from TD Bank, and you did. And if what this was, if
16 what had been attached was a document from 2008 at TD Bank that
17 had recorded the reason for their declining to refinance the
18 loan, having overruled the authenticity objection, I probably
19 would have found that the business records exception was
20 satisfied. The documents are clearly hearsay.

21 So with respect to authenticity, I overrule the
22 objection, but the documents are clearly hearsay. They don't
23 fall within any recognized exception to the rules on admitting
24 of hearsay evidence. Consequently, those exhibits are excluded
25 from evidence.

1 MS. HAGER: Thank you, Your Honor.

2 THE COURT: Mr. Reed, resume the witness stand.

3 MR. REED: Your Honor, Mr. Curley has actually --
4 he'll be able to come to court tomorrow, Your Honor, if
5 necessary, and was listed as a witness regarding the letters.

6 THE COURT: Ms. Hager, is Mr. Curley listed on the
7 witness list?

8 MS. HAGER: No, Your Honor. Mr. Curley is not listed
9 on the witness list. The most recent witness list in a generic
10 way does list a TD Bank representative for document
11 authentication but we've just addressed authentication.

12 THE COURT: Mr. Reed, when we finished with your
13 testimony before the lunch recess, you had provided the Court
14 with testimony regarding the Jacobses' proposed transaction,
15 and the Weaver/Cooper transaction. You had also covered a few
16 other subjects in your testimony.

17 I'm not intending to review what you did or didn't
18 discuss. But I want you to pick up with your narrative
19 testimony, mindful of what I also said before the break, the
20 focus needs to be on your claims against GMAC. So go ahead,
21 Mr. Reed.

22 (Pause)

23 MR. REED: I'm trying to go back now, Your Honor, to
24 that time period.

25 (Pause)

1 MR. REED: So Mr. Weaver, Mr. Cooper -- I'm sorry,
2 Your Honor. It's taking me a moment to compose --

3 THE COURT: Well, that's okay. I think what you
4 just -- you had also introduced Exhibit 3.

5 MR. REED: Exhibit 3.

6 THE COURT: The portion of it that came into evidence,
7 which was the Roccisano offer, and you told me that you had not
8 come to an agreement with the Roccisanos. And that offer is
9 dated March 20th, 2010. So I think you had -- I mean, if
10 there's something you want to fill in, that's okay, but I think
11 you had brought that chronology up to that point.

12 (Pause)

13 MR. REED: Ms. Hager, you have an -- you have an
14 example. You talk about completeness.

15 Your Honor, there is a -- an additional proposed
16 contract regarding this offer that I think the Trust has, that
17 I don't have. It might help me refresh my memory in that, and
18 I don't know if I can, you know, look at that. And then, I
19 have a copy, and then -- I don't know if it's better to put
20 that into evidence. I don't know if I have to yet, but I'm --
21 I would like to look at that for a minute. That's --
22 there's -- there's -- I think the discussion with the
23 Roccisanos took place over an extended period of time.

24 MS. HAGER: Your Honor, that -- I believe that
25 Mr. Reed's referring to our Exhibit DD.

1 THE COURT: DD? Let me look at it. Thank you, Ms.
2 Hager.

3 (Pause)

4 THE COURT: Carol, will you bring it to Mr. Reed?

5 MR. REED: I'm sorry?

6 THE COURT: Is that what you were referring to?

7 MR. REED: Yeah, yes. Yes, Your Honor.

8 THE COURT: Okay, so Exhibit DD is a proposal to
9 purchase from the Roccisanos. And at the bottom, it's dated
10 June 12th, 2010. Is that an offer that you received from the
11 Roccisanos?

12 MR. REED: I -- I think so, Your Honor. I do not have
13 a clear recollection of that, but I believe the Trust has some
14 information on it from the realtor. The realtor's office
15 retained those documents, so I believe so. If we look at it,
16 there was a -- the original offer was in March 2010, and then
17 there was an additional offer in -- that's June.

18 THE COURT: That's what this is.

19 MR. REED: Yeah, three months later.

20 THE COURT: You want to offer Exhibit DD?

21 MR. REED: I believe it's true, so yes.

22 THE COURT: Well, it's up to you. I mean, you're
23 telling me this story, and you said there was a substantive
24 offer, and you couldn't remember it. And Ms. Hager's helped
25 you out there.

1 MR. REED: Uh-huh.

2 THE COURT: Do you want to offer it or not?

3 MR. REED: Sure. Number 3 from mine was entered,
4 right?

5 THE COURT: Yes, it was.

6 MR. REED: And then -- okay, so also DD.

7 THE COURT: Any objection?

8 MS. HAGER: No, Your Honor.

9 THE COURT: All right. Just let me go back and look.
10 Bear with me a second.

11 All right, Exhibit DD, which is the June 12th, 2010
12 proposal to purchase from the Roccisanos is admitted in
13 evidence.

14 (Roccisanos' June 12, 2010 proposal to purchase was hereby
15 received into evidence as Trust's Exhibit DD, as of this date.)

16 THE COURT: Did you ever agree to it -- the "it" is
17 the offer they made in Exhibit DD?

18 MR. REED: No, Your Honor. Make sure to get all my
19 times squared away in my head that refer to another -- what I'm
20 trying to -- what I'm trying to find, Your Honor, is when we --
21 when we filed the state court action --

22 THE COURT: Your action against GMAC?

23 MR. REED: -- GMAC, yeah, that's what I'm -- and --
24 and it took place from what point to what point. So I'm clear
25 on -- on, you know, time lines.

1 (Pause)

2 MR. REED: Yes, I -- I think it's -- I think it's
3 important that I -- that I see that and enter that, Your Honor.
4 So --

5 (Pause)

6 MR. REED: And I think it's contained within the
7 Delehey declaration and exhibits. So now I have to find that.

8 (Pause)

9 THE COURT: You filed your complaint, Mr. Reed, May
10 10th, 2010.

11 MR. REED: May 10th, 2010, okay.

12 THE COURT: And it's Exhibit D to your proof of claim.

13 MR. REED: Okay. Okay, and the -- okay, so this --
14 all right, that's -- that's -- that's helping me. Okay, so the
15 Roccisanos made us an offer, the first offer, which was Exhibit
16 3, for a million-three, I believe.

17 THE COURT: Then they upped it to a million-450.

18 MR. REED: Yeah, yeah. I believe that the million-
19 three wasn't sufficient to be able to close the loan, or not
20 the loan, the sale of the house, even if it was cash, because
21 the -- trying to remember this, now -- the interest and
22 everything that had run on the mortgage had now accumulated to
23 the point where the house was underwater with that offer. It
24 wouldn't -- the one-three wouldn't cover -- give -- the one-
25 three would not convey clear title. It would not clean up the

1 debt.

2 And if I'm not mistaken, this is where we turned to
3 Mr. Walters. That's why I'm trying to get my times correct.
4 We -- we evicted -- we evicted Mr. Cooper in the fall. We put
5 it back on the market in 2009. Does that occur in 2009?

6 In 2009, our next-door neighbor behind us -- very
7 similar house in -- in square footage, in bedrooms, bathrooms,
8 sold for over two million dollars. So we wanted to put -- we
9 wanted to put it -- you know, we wanted to get Mr. Cooper out.

10 While Mr. Cooper was in the house, the neighbor in the
11 backyard in our subdivision -- it's a neighborhood, the same
12 builders and lots and such -- some deviation, but you know,
13 similar, very similar -- that house sold in a very short order
14 for over two million.

15 We wanted Mr. Cooper out, obviously, because he --
16 he -- he then didn't -- you know, he tendered these -- these
17 bad checks during the course of 2009. And we evicted him, and
18 then relisted it in the fall of '09, seeing that the houses in,
19 you know, our neighborhood, or this particular house --
20 house -- I don't remember now to think about if there's any
21 other -- if there were any other sales in our neighborhood.
22 But I remember being pleased that the neighbor sold for that
23 dollar amount, and -- and being pleased that we would -- had
24 gotten Mr. Cooper out.

25 So when we got the offer for one-three -- one-three-

1 five, whatever that offer was, it was drastically different,
2 drastically different than what we were expecting at that time.
3 But nonetheless, we entertained it. I mean, you know, I'm --
4 I'm in a situation, I'm under duress, as I explained earlier.
5 And from what I recall, we could not convey the clear title,
6 because it wasn't the right, you know, the right amount, or
7 enough.

8 I'm pretty sure that's what we told Ms. Carter, told
9 Mr. Nayogi (ph.). And some time went by, and we got a slightly
10 higher offer from the Roccisanos, which is the one --

11 THE COURT: A million-450.

12 MR. REED: Million-450. So I -- I wanted to entertain
13 the offer because, you know, I'm seeking resolution now. I
14 don't have -- you have to understand, Your Honor, I don't --
15 also, we were not re-served with foreclosure at this time; a
16 new foreclosure had not come. You know, I -- I expected that
17 there would be one, because now there weren't being payments
18 being made.

19 THE COURT: Am I correct, Mr. Reed, that you had not
20 made any payments on the mortgage since February 2008?

21 MR. REED: I don't -- Your Honor, I can say this: I
22 took the advice of counsel --

23 THE COURT: I don't want to know about what advice --
24 if you want to tell me, I'll let you, but you waive privilege
25 when you tell me what the advice of counsel is, okay?

1 MR. REED: Okay.

2 THE COURT: My question to you is limited to
3 whether -- if you want to go ahead and do it, I'll let you do
4 it, but I just -- my question, specifically, is whether you
5 stopped making your mortgage payments through GMACM, the
6 mortgage servicer, in February 2008. That's what they've
7 represented, and I gather what they're going to offer proof of.

8 MR. REED: Your Honor, I -- as I said earlier today, I
9 cannot testify if the payments from our family that would've
10 been made, more routinely from my wife, were actually made. I
11 know that when I met with the GMAC rep and I reworked the deal,
12 and I tendered my money then, the agreement was that the loan
13 would've been current at that moment in time. The arrearage
14 that supposedly wasn't paid at that -- from February -- I'm not
15 admitting to it, because I don't know --

16 THE COURT: Okay.

17 MR. REED: -- was put into -- into the loan, and from
18 that point forward, pending the receipt of those documents,
19 there would be new payments to be made. But that -- the ones
20 from February to the point I met with them, and we made this
21 agreement, and I tendered my 3,000 dollars, that all went away.

22 THE COURT: Wait, here's what I don't -- I want to be
23 sure I understand. You testified that the 400,000 dollars that
24 you received from Cooper, or whatever his name was --

25 MR. REED: Yes.

1 THE COURT: -- you were required to satisfy a second
2 mortgage and other liens. And had you paid off all liens other
3 than the first mortgage, after you received the 400,000-dollar
4 payment from Mr. Cooper?

5 MR. REED: Had I paid off all the liens?

6 THE COURT: Other than the first mortgage.

7 MR. REED: I believe so.

8 THE COURT: Okay, so subject to receiving the evidence
9 on this, we'll see, the Trust contends that not only did you
10 not pay the mortgage, first mortgage, you didn't pay any
11 property taxes or insurance since February 2008. Did you pay
12 any property taxes or insurance?

13 MR. REED: I can't say from February, Your Honor. I
14 could say from --

15 THE COURT: I'm not trying to put you to a mental
16 test --

17 MR. REED: No, no, I'm just --

18 THE COURT: -- on this, okay?

19 MR. REED: -- I'm just -- I don't -- I don't know for
20 sure, like I said, about -- and why. I've told you the basis
21 for why.

22 THE COURT: When you received the 400,000-dollar
23 payment from Mr. Cooper, did you use any of it to pay any
24 unpaid property taxes?

25 MR. REED: I don't know. I don't know.

1 THE COURT: All right, do you know -- you say that the
2 1,300,000-dollar offer from the Roccisanos was not sufficient
3 to enable you to pay off all of your -- all of the existing
4 liens on the property? Is that what I understand?

5 MR. REED: I believe that the first mortgage had --
6 had accumulated -- the interest and penalties and maybe there
7 was some taxes in that, that -- that brought it beyond that.
8 Plus, you had to pay -- there's a -- there's a transf --
9 there's several taxes, transfer taxes and things like that.

10 THE COURT: All right, so what about the million-450
11 offer? Was that enough to enable you to satisfy all existing
12 liens on the property, to the best of your knowledge?

13 MR. REED: I think that was being investigated at the
14 time, and I don't recall if we have a -- an answer on that.
15 The Roccisanos -- if we couldn't come to terms on the
16 contract -- I think we were -- I don't -- I don't believe that
17 that was resolved. I mean, it -- I don't believe I had an
18 answer yet.

19 THE COURT: Why is it that you didn't -- why do you
20 believe you didn't reach an agreement with the Roccisanos?

21 MR. REED: I -- my recollection is they -- there were
22 two things that were told to me. They're hearsay, I'm sorry.
23 You know, I don't -- I don't -- you asked me directly, and that
24 is --

25 THE COURT: Well, I'm asking you why you believe you

1 did not reach an agreement with the Roccisanos.

2 MR. REED: They didn't want to wait for us to -- to
3 sort out our, you know, how much we would owe on the house, and
4 the mortgage, and the -- you know, there was liti -- at that
5 point there was litigation. I think when they found out we had
6 filed litigation, it's like they didn't want to bother anymore.
7 They just, you know, didn't --

8 THE COURT: Okay, what happened after the Roccisanos
9 went away?

10 MR. REED: We lowered -- I mean, I -- I'm pretty sure
11 we lowered the price, again. I don't remember what the listing
12 price was at the moment. Again, Ms. Hager had some listing
13 information that she got from a subpoena from the -- the
14 realtor's office. It -- I cannot confirm, but it shows --
15 seems to show a list -- you know, when we -- when we reduced
16 the prices to the property.

17 And there came a point that we -- that the house was
18 no longer listed, and that was -- I don't know if it coincided
19 with our reoccupancy of the property, or shortly thereafter,
20 which fast forwards to '08 -- to 2010. So the Roccisanos,
21 when -- when was this offered? What, 6/10?

22 THE COURT: So Cooper moved out in the fall of 2009,
23 correct?

24 MR. REED: Yes.
25

1 THE COURT: And when is it that you moved back in, in
2 2009 or 2010?

3 MR. REED: '10, I waited a year. We tried to market
4 the house for a year.

5 THE COURT: Thanksgiving 2010, I think is what you
6 told me earlier.

7 MR. REED: Yeah.

8 THE COURT: I was unclear about that.

9 MR. REED: So fourteen months we -- we tried to market
10 the property.

11 THE COURT: All right.

12 MR. REED: And I guess it's during that time that
13 the -- we had the offer from the Roccisanos, and there was --
14 Ms. Carter brought us another offer from an interested party.
15 It was a million -- a million-one and change.

16 I -- I don't -- I think it was actually part of --
17 attached to Ms. Carter's letter, and I'm not sure if it's an
18 exhibit in the Trust's documents. I believe that I had put it
19 in my proof of claim filing.

20 THE COURT: Who was the offer from?

21 MR. REED: Mr. and Ms. Singh.

22 THE COURT: And what happened with that?

23 MR. REED: Nothing, I mean, Your Honor, again it
24 wasn't sufficient --

25 THE COURT: Okay.

1 MR. REED: -- to give clear title, and they, you know,
2 they -- they wanted, you know, any of the litigation or issues
3 revolving (sic) the mortgage company resolved before entering
4 into the agreement. So --

5 THE COURT: What happened after -- see, you didn't
6 successfully negotiate a transaction with the Singhs, correct?

7 MR. REED: Right.

8 THE COURT: What happened then; what happened after
9 that?

10 Let me ask you, before you do that: you understood
11 the Roccisanos had decided to move out of the New Jersey area?

12 MR. REED: Yes.

13 THE COURT: They were moving to Louisville, Kentucky?

14 MR. REED: It was an option. Mr. -- Mr. Rocci -- I
15 think what I remember is Mr. Roccisano -- you know, was
16 entertaining two positions with the same company, or something
17 like that. He can -- whatever was favorable to him in his
18 personal life, he would've taken.

19 I understood our -- our house played a role in that;
20 if he could get it for a certain price, then he would have
21 taken the position in New Jersey, instead of moving back to
22 the -- I don't remember what state you said. But --

23 THE COURT: I think Louisville, Kentucky, but I can't
24 testify.

25 MR. REED: Yeah, to Louisville --

1 THE COURT: If that refreshes your recollection, fine.

2 MR. REED: -- yeah, to Louisville -- Louisville,
3 Kentucky.

4 THE COURT: So what happened after the --

5 MR. REED: But he couldn't -- we couldn't come to an
6 agreement, so he -- from what I understand, it played in
7 impacting them, and then they wound up -- they wound up going
8 back.

9 THE COURT: After the Singh offer, which you didn't
10 reach an agreement with them, did you have any further efforts
11 to sell the property?

12 MR. REED: At that point, we were -- we were now into
13 litigation with GMAC Mortgage, and I became aware of the
14 existence of the lis pendens, and in talking to, you know, to
15 the realtors, trying to investigate -- sorry -- trying to
16 investigate why, you know, we weren't -- we weren't seeing
17 similar kind of traffic that we used to, or -- or values, I
18 understood that the nation as a whole was entering into
19 financial difficulty and -- and real-estate issues, but there
20 were still houses in our town, and our particular neighborhood,
21 and there is -- our particular neighborhood was extremely
22 desirable.

23 I think -- and I can talk about those elements, but
24 the problem was we -- we now started to realize, with the aid
25 of counsel, that -- and our realtors, and discussing it with

1 them, they -- you know, there was -- there was a problem, that
2 we couldn't sell the property as simply as we could before.

3 And the biggest problem that we encountered was not --
4 not our willingness to sell the property, you know, period, or
5 come down with a price, even in the face of other houses in the
6 neighborhood still selling at a -- a higher price. It was, you
7 know, there was concern at how long it would take to -- to
8 figure -- you know, to resolve our what appeared to be
9 conflicts.

10 So we -- during the litigation, we had two mediation
11 sessions with GMAC. I can't -- I can't tell you when they
12 were. I'm pretty sure it was after we moved back. And --

13 THE COURT: I don't want to know what went on in
14 mediation, because ordinarily that's confidential.

15 MR. REED: But I think -- I don't know.

16 THE COURT: But here's my question to you. You said
17 this morning that once you filed the lawsuit against GMACM, you
18 didn't personally have conversations with any representatives
19 of GMAC. We talked about once you're represented by counsel,
20 they can't talk to you.

21 Did you -- other than the one period where you had
22 applied for a modification that we talked about -- that you
23 talked about this morning, was there any other time when you
24 applied to GMACM for a loan modification?

25 (Pause)

1 MR. REED: Something is -- there is, I believe some --
2 there is something, Your Honor, and I'm trying to place it now,
3 that this -- there was -- there was an effort under HOPE NOW,
4 or something like that, that -- that --

5 THE COURT: Separate and apart because it was -- your
6 communication with GMACM that you introduced into evidence, the
7 e-mail chain identified it as HOPE NOW. And I'm just trying to
8 understand whether there was some -- another effort --

9 MR. REED: I think -- Your Honor, I think there was.
10 I had something about that too, as a matter of fact.

11 THE COURT: Let's -- I want to try and keep this
12 moving along, if I can. If you think about it, you'll tell me,
13 but when did you take the property off the market?

14 MR. REED: Sometime after we moved into it, Your
15 Honor. I don't know the --

16 THE COURT: All right, so you say you moved in around
17 Thanksgiving of 2010. And since approximately then, have you
18 tried to sell the house?

19 MR. REED: No, Your Honor, it -- based on the
20 mediation results that we had.

21 THE COURT: It's just a question that -- I don't want
22 to know about the mediation, okay? Because I -- unless,
23 Ms. Hager, do you have an objection to him telling me about the
24 mediation? Ordinarily you can't do that. That's -- when a
25 mediation takes place in one of my cases, the parties are

1 absolutely precluded from talking about what went on in the
2 mediation.

3 MS. HAGER: Just for clarification, which mediation is
4 being referred to? Is this in connection with --

5 THE COURT: He's referring to the mediation during his
6 lawsuit against GMACM. I think that's what he's talking about.

7 MS. HAGER: Well, I don't have knowledge of that, so I
8 will object.

9 MR. REED: I -- we had two mediations; face-to-face
10 they flew someone in.

11 THE COURT: During the lawsuit?

12 MR. REED: Yes.

13 THE COURT: Yeah. Was it court supervised?

14 MR. REED: Yes.

15 MS. HAGER: I'm not saying it didn't happen.

16 THE COURT: I know. I'm not -- I know you're not, but
17 Mr. Reed, the reason mediation can work -- it doesn't always
18 work -- but the reason that mediation can work is it's entirely
19 confidential; that each side can speak freely about whatever is
20 on its mind in an effort to settle the case, without any
21 concern that one party or the other is going to come back and
22 tell a judge, this is what they said in mediation; this is what
23 I said in mediation. Okay, that's what the whole purpose --
24 mediation is intended to be a confidential process, okay.

25 I'm not -- whether you understand that or not, that

1 is -- and it's not just mediation in my court -- that's what --
2 mediation can work because it's confidential and that you can
3 say what's on your mind, and they can say what's on their mind
4 without fear that you're going to come into my court and
5 testify about who said what to whom --

6 MR. REED: Sure.

7 THE COURT: -- during the mediation.

8 MR. REED: Okay, I think I understand it. I -- the
9 only thing I guess I can say is, to how I went to the
10 mediation. I wanted to resolve it. I wanted to resolve the
11 situation. I wanted to sell the house. I wanted to either
12 rework the mortgage or sell it. I didn't want the limbo.
13 That's why we brought the lawsuit in the first place. There
14 was limbo. There was no further foreclosure.

15 THE COURT: All right. You got their foreclosure
16 action dismissed, and they didn't file a new one.

17 MR. REED: Right. And yet there was no -- what --
18 where do we go from here, like what -- how do we resolve this?

19 THE COURT: Let me come back to the question I asked
20 you. It's really not intended as a trick question. I just
21 want to know. From the time, approximately, when you moved
22 back in the house, did you ever put it on the market for sale?
23 It's a yes or a no.

24 MR. REED: No. I mean, it's a matter of public
25 record, I mean.

1 THE COURT: Well, it's not of public record
2 necessarily. It's just that I'm asking you a question
3 because --

4 MR. REED: Yeah, I -- the realtors all knew that if
5 anyone was interested in the house, if we -- you know, that the
6 matter was not still resolved with the mortgage company, and it
7 seemed to have an effect from our understanding on how --
8 people not being interested in it, because they didn't want to
9 wait for --

10 THE COURT: Let me ask you a different question.

11 MR. REED: -- the complications to be sorted out.

12 THE COURT: Let me ask you a different question. In
13 2008, you testified that you paid 850 dollars to get an
14 appraisal done. Have you obtained an appraisal of the value of
15 the property since 2008? Not what a broker may have told you.
16 Did you -- you got an appraisal in 2008. You testified you
17 paid for it. And my question is, at anytime since then, have
18 you gotten an appraisal of the value of the property?

19 MR. REED: We had an appraisal?

20 THE COURT: You know what an appraisal is, come on.

21 MR. REED: I understand, but I don't -- I'm trying to
22 think if there was any done involved with the offer with
23 Mr. Cooper, if there was something done there, or if there was
24 one during -- with Roccisano.

25 THE COURT: As you sit here today, you don't recall

1 getting --

2 MR. REED: No.

3 THE COURT: -- an appraisal after the one --

4 MR. REED: No, Your Honor --

5 THE COURT: -- that you obtained in 2008, is that a
6 fair statement?

7 MR. REED: Yes.

8 THE COURT: After the unsuccessful offer from Mr.
9 Singh, were there any other offers that you received after
10 that?

11 MR. REED: I don't know if it was before or after Mr.
12 Singh, there was another person who was interested in it. They
13 wound up buying a house in our neighborhood, 5 Coles Court.

14 THE COURT: Did you ever receive a written offer from
15 them?

16 MR. REED: No, I don't think so, Your Honor. I
17 explained to them the situation that we had, and I don't -- I
18 don't think so.

19 THE COURT: All right. I want you to look at your
20 Exhibit 13; it's the statement from the Law Offices of Jeffrey
21 S. Walters. Do you have that?

22 MR. REED: Yes.

23 THE COURT: When did you receive that from Mr.
24 Walters?

25 MR. REED: That was this year. I think I needed it

1 for the case, Your Honor.

2 THE COURT: Okay. So let me ask this. You testified
3 to some extent about this, this morning, but I want to be clear
4 about it. What services did Mr. Walters provide for you for
5 which he billed you in Exhibit 13?

6 MR. REED: A small percentage, Your Honor, of the
7 bill -- I couldn't tell you exactly, I don't think; I might be
8 able to check with him -- was the original communications with
9 Zucker Goldberg, I think it was, the foreclosure firm, in late
10 '08. And when it -- there were trading, I think, of letters
11 and things of that nature, and but when it became apparent that
12 it had to go to be argued, Mr. Walters said he couldn't do it,
13 because he was conflicted, because his firm had done work with
14 or for GMAC or Homecomings or one of their affiliates, which
15 was surprising to me at the time, because I don't know why he
16 started doing the work -- you know, he knew who he was dealing
17 with. But that's what happened. Then he took the case against
18 GMAC with the -- you know, with the intent of, you know,
19 seeking monetary damages and a resolution, so that we could
20 liquidate the property.

21 THE COURT: But, just to be clear, because maybe I
22 misunderstood. Most of Mr. Walters work was -- and the fees
23 that he charged were in connection with Reed v. GMAC?

24 MR. REED: Yes, Your Honor. I know that does not bode
25 well for me, given your --

1 THE COURT: It's a question, Mr. Reed.

2 MR. REED: Yes, yes, Your Honor.

3 THE COURT: Okay. Who defended you in GMAC v. Reed?

4 MR. REED: I started to.

5 THE COURT: Yourself, I know. You filed an answer
6 yourself, and then a lawyer filed an answer for you and moved
7 to dismiss or move for summary judgment. Which lawyer?

8 MR. REED: The next lawyer that engage -- the lawyer
9 that engaged in the foreclosure action is McCrink.

10 THE COURT: And you don't have a bill from McCrink?

11 MR. REED: I do.

12 THE COURT: Which is McCrink?

13 MR. REED: It's in -- this is their e-mail from them.

14 As I said to you, Your Honor, I'm --

15 THE COURT: Which exhibit?

16 MR. REED: Exhibit 15.

17 THE COURT: Barbara Clark is from McCrink?

18 MR. REED: Yes. And I -- and I wound up giving in an
19 affidavit with, I think, more detailed bills from McCrink
20 signed by Krisden McCrink, a partner at the firm.

21 THE COURT: So McCrink charged you less than 4,000
22 dollars for representing you in the mortgage foreclosure
23 action? Okay. I just want to understand --

24 MR. REED: Yes, I -- for not a great amount of time.

25 I mean, it was not -- it wasn't -- I don't mean calendar time.

1 I mean hours.

2 THE COURT: Just this -- approximately 4,000 dollars?

3 MR. REED: Yes.

4 THE COURT: That was for the defense of the mortgage
5 foreclosure action?

6 MR. REED: Yeah, let me make sure what they gave me in
7 their affidavit. Their affidavit is 3,983.

8 THE COURT: Okay, so that's the 4,000 dollar number.
9 It's the exact amount when you add the charges in -- that are
10 reflected in the CEO.

11 And what did Linda Campbell do for you?

12 MR. REED: She made the appearance.

13 THE COURT: In what?

14 MR. REED: To orally argue the dismissal.

15 THE COURT: Of the mortgage foreclosure action?

16 MR. REED: Yes. So I had three of them and each one
17 wound up not -- like I said, Mr. Walters said he couldn't
18 continue because he had done business with or his firm had done
19 business with ResCap. Mr. McCrink said there was some issue
20 with the judge, because I believe he's involved in -- knows him
21 out -- external to the court. And there was a conflict of
22 interest --

23 THE COURT: Well, somebody did okay by you, because
24 you got it dismissed. Right? The mortgage -- the foreclosure
25 action got dismissed.

1 MR. REED: Well, it did.

2 THE COURT: Yes. All right. We're going to go until
3 5:30. Is that -- Karen is that all right?

4 All right. Go ahead Mr. Reed. I wanted to -- do you
5 want to offer Exhibits 13, 14, and 15?

6 MR. REED: Yes, I don't know if you need the
7 affidavits for them, Your Honor?

8 THE COURT: Well, I don't -- they're not pre-marked.
9 Do you want to offer 13, 14, and 15?

10 MR. REED: Yes, Your Honor.

11 MS. HAGER: Your Honor, the Borrower Trust objects to
12 Exhibit 15. It's hearsay and it's not a contemporaneous
13 record. There's no applicable hearsay exception.

14 THE COURT: So you don't object to --

15 MS. HAGER: Well, it --

16 THE COURT: -- 13 or 14?

17 MS. HAGER: With respect to 13 and 14, I guess -- and
18 also 15 -- all of them, they're not the best evidence. They
19 don't contain detailed billing records and aren't complete
20 documents.

21 THE COURT: So who do you have affidavits from, Mr.
22 Reed?

23 MR. REED: Mr. -- Mr. Walters --

24 THE COURT: I'm sorry, say it again; I coughed.

25 MR. REED: Mr. Walters --

1 THE COURT: Yes.

2 MR. REED: -- Esq. and Linda Campbell, Esq. and
3 Krisden McCrink, Esq.

4 THE COURT: All right. So when we finish tonight,
5 show -- I'm going to withhold a ruling on the offer of exhibits
6 13, 14, and 15 until the morning -- show those affidavits to
7 Ms. Hager. You don't have to do that now. All right.

8 (Pause)

9 THE COURT: Something you're looking for, Mr. Reed?

10 MR. REED: Yeah. I can't find --

11 THE COURT: All right, so among the damages that
12 you're seeking are legal fees that you expended -- well, that
13 you incurred. And those amounts are reflected in these three
14 e-mails, which -- or one invoice -- two invoices, one e-mail.
15 What other damages are you seeking to recover?

16 MR. REED: Could you repeat the question, Your Honor?

17 THE COURT: Other than the legal fees that you
18 incurred, what other damages are you seeking to recover?

19 MR. REED: Your Honor, I am -- as I think I said
20 before, I'm seeking the amount of money that would not be owed
21 by me if we had been able to sell the property without
22 interference. And I guess that's a subject of question as to
23 what that amount -- or put aside the amount. If you were to
24 assume that the house would have sold, then there would be no
25 ongoing -- there would not be an accumulated bill.

1 The money that I would have had, the equity from the
2 house if it had sold -- and I would like to talk about -- or
3 there's proofs about that, the value of the house then, the --
4 I think the TD Bank appraisal, not for the value of the
5 appraisal but for the -- there's some language about what
6 appraisals are, what they do. I have a presentation, or a
7 discussion, about that. And so there's the money that would
8 not be owed but for the interference, because the sale would
9 have been -- would have happened and the equity that could have
10 been realized had a sale occurred without interference. And --
11 and --

12 THE COURT: Do you agree that neither the Jacobses'
13 proposed sale nor the Weaver/Cooper proposed sales were
14 interfered with, to use your term, by GMAC?

15 MR. REED: The Weaver/Cooper one I -- Mr. Cooper
16 expressly told me -- and I didn't know how to address this,
17 because it's -- I guess it's hearsay -- that he was waiting it
18 out, that he decided to do that. And I don't know what to do
19 with that. But --

20 THE COURT: He also told you he was going to close
21 multiple times and --

22 MR. REED: I understand, Your Honor; I don't --

23 THE COURT: Okay.

24 MR. REED: And -- go ahead.

25 THE COURT: No; go ahead.

1 MR. REED: I believe that -- I heard Your Honor when
2 you said in our status conference about the house still being
3 in my possession. And I thought about that. It dawned on me
4 for the first time that I don't want the house too, that you
5 don't understand that I would have -- I'd hereby abandon claim
6 to the house if we get an award for the equity that we would
7 have gotten at the time. I mean -- and the payment for the
8 bill that would have accrued. I don't -- I don't want a double
9 payment; I don't want to retain the asset and the payment that
10 I would have received had it -- had it sold.

11 So in my mind, when I think about a remedy for the
12 problem, for the damages, there is a -- if the mortgage could
13 become current, to get rid of the lis pendens, which I believe
14 had an impact on selling the property, then we can market and
15 liquidate the property fairly now. And whatever equity I could
16 realize from it, even though it's a worse market, I believe,
17 now than it was --

18 THE COURT: You think it's a worse market now than it
19 was in 2009 and 2010?

20 MR. REED: In --

21 THE COURT: I'm expressing -- I don't mean to -- I
22 didn't mean to suggest -- I don't know the market in --

23 MR. REED: Or, Your Honor --

24 THE COURT: -- Moorestown.

25 MR. REED: -- let's take -- let's take the inference

1 from your --

2 THE COURT: Hold on.

3 MR. REED: -- from your --

4 THE COURT: I deal with real-estate --

5 MR. REED: It's okay.

6 THE COURT: I deal with real-estate bankruptcy issues
7 a lot. And the market in 2009 was horrible; the market in 2010
8 was horrible. And it isn't great, but it's a lot better now
9 than it --

10 MR. REED: Okay --

11 THE COURT: -- was then.

12 MR. REED: -- so let's -- let's --

13 THE COURT: I mean, do you agree with that?

14 MR. REED: -- okay, let's take -- let's take that as
15 part of -- as part of the discussion.

16 THE COURT: I mean, if you don't agree with it, tell
17 me.

18 MR. REED: No. Listen, I'm not -- I'm not --

19 THE COURT: I don't know the market in Moorestown, New
20 Jersey.

21 MR. REED: Right. Well, there's two -- there's two --
22 like I said, there's two remedies, or courses of action. I
23 mean, first off, as to 2009, again, there was a house -- my
24 neighbor's house sold for two million dollars, which was the
25 type of sale that you would have saw (sic) in 2008 or 2007,

1 prior to the collapse. So did the collapse have that kind of
2 effect on us? You know, that's a matter for, I guess,
3 discussion and analysis.

4 So the two remedies: one, the bill that would not
5 have accumulated; and an estimation, if we can give you, of
6 what that -- of: a) would it -- would it or could it have sold
7 during 2008, 2009, 2010 -- could it have sold? For how much?
8 Is there some basis for you -- I understand you have the
9 equitable power to --

10 THE COURT: That's the reason I asked you whether
11 you've had any appraisals of the property done since 2008? I
12 mean, I haven't seen any evidence of market value of this
13 specific property. I don't even have it as of 2008, because it
14 didn't come in for the truth of the matter asserted. But even
15 if it had --

16 MR. REED: Yeah, the market value I would -- I propose
17 to you, just as an aside, is -- the contract gives some
18 indication of the market value, because it -- we had a buyer
19 and a seller come to some terms, whether you believe it's the
20 full value or the testimony that it wasn't the full -- that it
21 didn't get the right amount, or the appraisal was less than
22 that for their -- you know, the -- you understand what I'm
23 saying; I'm getting tongue tied --- the litigation regarding
24 they didn't get the appraisal, the mortgage, things like that,
25 was still in excess of a million-nine-something.

1 So I believe Ms. Hager has things in her file that may
2 indicate some kind of value --

3 THE COURT: I can only go by what's in evidence before
4 me.

5 MR. REED: Um-hum. So I say that it's not -- we're
6 not done yet discussing it. I didn't expect to do it today. I
7 have notes back in my hotel room. I was going to offer my lay
8 opinion, at several points, to the value of the property, as
9 the owner of the property. I have basis for it. I don't have
10 it with me today, Your Honor; these are numbers I --

11 THE COURT: You're going to be back on the witness
12 stand first thing in the morning, Mr. Reed.

13 MR. REED: I mean I have -- I mean I understand by the
14 rules that I'm allowed to, and that's the only thing I have for
15 you.

16 THE COURT: Okay.

17 MR. REED: And I was going to discuss, I thought, the
18 value at this point. I believe there was a value at this
19 point. This is why I believe the value at this point.

20 THE COURT: All right. Are there other types of
21 damages that you're seeking to recover?

22 MR. REED: Your Honor, I -- punitive damages,
23 emotional distress. I'm sorry I lost it today; I clearly feel
24 it. This has been a very difficult situation for me.

25 There -- I have to review my notes about the

1 modification of that loan. There's a question, now, if we -- I
2 did my part on that workout. And I believe, now that you
3 mention it, I think there's -- we have something on a possible
4 additional subsequent workout, prior to the litigation, that I
5 believe that we did what we were supposed to do --

6 THE COURT: Well, I am going to want to hear from Ms.
7 Delehey whether GMACM ever returned a countersigned copy of the
8 loan modification. The testimony -- we haven't heard the
9 cross-examination yet, but the testimony from Mr. Reed is that
10 he signed it, returned it with a 3,000-dollar check, and never
11 received back the countersigned loan modification agreement.

12 He introduced in evidence, as an Exhibit MM, the
13 e-mail chain with Mr. Folweiler.

14 (Pause)

15 THE COURT: Because in the last -- in the e-mail
16 chain -- and I haven't heard the Trust's evidence -- on July
17 31, 2008, Mr. Folweiler e-mailed Mr. Reed, stating that: "I
18 had been waiting on the docs that you just sent to me so that
19 we could get the stopgap plan in place. The action is only
20 placed on hold once the agreement is in place and funds are
21 received."

22 On September 22nd, Mr. Reed e-mailed Mr. Folweiler,
23 saying in the third paragraph: "Even though it is moot at this
24 point now, I also want to tell you that your HQ never sent back
25 the executed written agreement as their package said it would."

1 And it was a longer e-mail than that, but -- and then Mr.
2 Folweiler responds, about an hour later on September 22nd,
3 saying: "That is great news. And as far as the docs are
4 concerned, they never send them back!"

5 So I need -- I do expect to hear testimony from the
6 Trust about what happened with the loan modification. In the
7 brief that I read, it certainly indicates that Mr. Reed
8 never -- that the loan modification was canceled when Mr. Reed
9 didn't send the required 7,000-dollar payment. But at least
10 Mr. Reed testified and offered e-mails to support that he never
11 got the signed copy back. And he has Mr. Folweiler saying they
12 never send them back. So I need to hear more about that.

13 MR. REED: Your Honor, I'm getting very tired.

14 THE COURT: We're going to stop in a few minutes, Mr.
15 Reed, within six minutes. Are there other areas of damages
16 that you're seeking to recover?

17 MR. REED: In my pre-trial brief, I think I have --
18 let me make sure I don't forget something.

19 (Pause)

20 MR. REED: So I think -- just make sure I say this --
21 I want to make sure -- try to make sure I do this right. I
22 don't want to -- I can't remember what I said.

23 So the damages -- the economic damages relating to the
24 house, 817 Matlack, are an accumulation of a bill that
25 otherwise would not be there but for either interference in the

1 sale or should be less because of there was a modification, or
2 work-out that wasn't completed, through no fault of my own. So
3 if, say for example, I owe the new mortgage company a million
4 dollars, but if the work-out had shown that the note would have
5 proceeded in a dollar amount that would have left me owing
6 400,000 dollars, but for their bad behavior -- you know, their
7 not finishing the deal with me, then I would want the 600,000
8 dollars. I mean, you don't have to give it to me; give it to
9 the mortgage company to pay them to reduce the dollar amount,
10 because it's a debt that I owe because of that.

11 The equity that would have been realized in different
12 points if the sale could have happened but for interference. I
13 proposed another possible remedy, that we bring it to date, the
14 lis pendens is cleared, and we have free ability to market it
15 now.

16 THE COURT: There's a new lis pendens that 21st
17 Century has put on it. It's got --

18 MR. REED: Right; I understand. So the emotional
19 distress, the punitive damages, the legal fees.

20 I think I covered the lessening of the mortgage
21 amount.

22 THE COURT: All right, we're going to stop for the
23 day. I have one ruling before we end for the day. Mr. Reed
24 had previously marked for identification the correspondence
25 with Mr. Curley as to the reasons that TD Bank declined to

1 refinance. I sustained the objections earlier this afternoon,
2 not on authentication grounds, which I believe a declaration
3 can be document custodian satisfied, but on the hearsay grounds
4 that they don't satisfy the requirement to be a business record
5 because they're not contemporaneous record of events. Mr. Reed
6 indicated he could have Mr. Curley here tomorrow morning to
7 testify. Ms. Hager stated an objection to Mr. Curley
8 testifying because he was not identified as a witness.

9 The Court is going to overrule that objection and
10 permit Mr. Curley to testify if he appears here tomorrow
11 morning at 9 o'clock. Mr. Reed certainly put the Trust on
12 notice of his intention to offer evidence from Mr. Curley as to
13 the reasons that the refinance failed. In fairness to
14 Mr. Reed, a non-lawyer, he could not have anticipated the
15 Court's ruling in refusing to admit into evidence the letters.

16 So one of two things can occur. And I want you to
17 just talk briefly with Ms. Hager about it when we end. If Ms.
18 Hager withdraws the objection to the two letters -- that's a
19 August 20th, 2012 letter, July 8th, 2014 letter, and I guess
20 it's also your August 20th, 2012 letter to Mr. Curley --if she
21 withdraws the objections, I will permit those exhibits into
22 evidence and not permit you to call Mr. Curley, who was not
23 identified. If she does not agree to withdraw the objection,
24 then I'll permit you to bring Mr. Curley here tomorrow.

25 In your second witness list, which differed from the

1 first, you indicated calling a TD Bank representative to
2 authenticate the letters. Well, the authentication is
3 resolved; the issue is the hearsay statement as to the reasons
4 that the refinance was declined.

5 In the August 20th, 2012 letter, the two relevant
6 paragraphs on this point: "It is my recollection that the
7 reason for this loan declination was that our primary" -- oh,
8 that's Mr. Reed's letter; I'm sorry. Mr. Curley's August 20th,
9 2012 letter: "As stated in your letter, dated August 20, 2012,
10 you were declined by TD Bank for a loan secured by the above
11 property back in early 2008. The reason you were declined was
12 due to a pending foreclosure of your first mortgage on this
13 property that was uncovered during our underwriting process."

14 So confer with Ms. Hager. She's perfectly entitled to
15 stand on her objection. If she does, I will permit you to call
16 Mr. Curley, provided he's here first thing in the morning.

17 MR. REED: I'm sure he can come.

18 THE COURT: You said he would come.

19 MR. REED: There are many e-mails from the legal
20 department asking me what time he's supposed to be here.

21 THE COURT: Okay, I just -- I will permit him to come
22 testify. We'll put him on out of order at 9 o'clock. He can
23 come and testify and be out of here quickly. If Ms. Hager
24 withdraws -- and I'm not trying to force her to do anything --
25 if she withdraws the objection, the letters will come in. And

1 as far as I'm concerned, that's the end of the matter, because
2 you didn't identify Curley as a witness.

3 And the only reason I'm -- would permit you to do
4 that -- to call him -- is that I don't think you could have --
5 you did identify the letters as exhibits, but you could not
6 have anticipated the basis of the Court's ruling. And so
7 that's going to be my ruling for the close of the business
8 today.

9 Mr. Reed, you need to get your testimony over and done
10 with, because you've used your time. I'm going to listen to
11 the end of your testimony. You say that you plan to offer
12 evidence on the value of the property. The Trust may have an
13 objection to it. Because I have ruled on similar objections
14 before, the law, as I understand it -- and if you're going to
15 object to Mr. Reed's testimony about the value of his property
16 at various points in time, you need to provide me with a brief,
17 by 9 a.m. tomorrow morning. I've ruled on this issue before,
18 and the law, as I understand it, and consistent with my prior
19 rulings, is that an owner of property is permitted to give
20 expert testimony about the value of the property. The Court
21 will consider what weight to apply to it. But it's an
22 exception to the ordinary rule about expert testimony. It
23 permits the owner of a property to testify to value. But I'll
24 permit you to provide me with a brief, by 9 a.m. tomorrow
25 morning, if you're going to object to Mr. Reed's testimony

1 about value.

2 But I think the first order of business is for you to
3 talk to Mr. Reed about the Curley letters, to see whether that,
4 at least, can get resolved.

5 MR. REED: Your Honor, would I have a copy of that
6 brief when -- upon simultaneous transmission?

7 THE COURT: Absolutely; of course.

8 Okay, so -- but if I'm correct, your only witness is
9 Ms. Delehey, right?

10 MS. HAGER: That's right, Your Honor.

11 THE COURT: Okay. All right, I'll see you all ready
12 to start, sharply at 9 o'clock.

13 MS. HAGER: Excuse me, if it's okay, can we get from
14 Kate the time that we've used up?

15 THE COURT: You can.

16 (Whereupon these proceedings were concluded at 5:35 PM)

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C E R T I F I C A T I O N

I, Hana Copperman, certify that the foregoing transcript is a
true and accurate record of the proceedings.

Hana Copperman

HANA COPPERMAN

AAERT Certified Electronic Transcriber CET**D 487

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New York, NY 10040

Date: September 17, 2014

	194:24	actual (7)	12:16;25:21;33:4;	agency (2)
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In Re:
RESIDENTIAL CAPITAL, LLC, et al.
Case No. 12-12020-mg

September 16, 2014

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UNITED STATES BANKRUPTCY COURT

SOUTHERN DISTRICT OF NEW YORK

Case No. 12-12020-mg

- - - - -x

In the Matter of:

RESIDENTIAL CAPITAL, LLC, et al.,

Debtors.

- - - - -x

United States Bankruptcy Court

One Bowling Green

New York, New York

September 16, 2014

9:04 AM

B E F O R E:

HON. MARTIN GLENN

U.S. BANKRUPTCY JUDGE

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(CC: Doc#7017) Trial re: ResCap Borrower Claims Trust's

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Objection to Proofs of Claim Filed by Frank Reed and Christina

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Reed.

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1 P R O C E E D I N G S

2 THE COURT: Please be seated. All right, we're back
3 on the record in Residential Capital, number 12-12020. This is
4 day 2 of the evidentiary hearing regarding the Reeds' claims.

5 Can somebody advise me where we are with respect to
6 Mr. Curley?

7 MS. HAGER: Your Honor, Mr. Curley has said counsel,
8 who will arrive this morning, said they could not arrange his
9 appearance. They brought the certificate, so here you go.

10 THE COURT: I don't want to hear from counsel for
11 Mr. Curley.

12 MS. HAGER: Yeah.

13 THE COURT: Mr. Curley's not here. I don't need to
14 hear from you. Is he going to be here today?

15 MS. HEER: No, Your Honor. He could not --

16 THE COURT: Okay.

17 MS. HEER: Nobody was available, Your Honor.

18 THE COURT: If he's under subpoena -- I don't know
19 whether he's under subpoena. If he's under subpoena for this
20 trial and he's not here, there may be consequences.

21 MS. HEER: Your Honor, the amount of time of notice
22 for this was --

23 THE COURT: I don't want to hear it today.

24 MS. HEER: -- over the weekend.

25 THE COURT: If this issue comes before me, I'll deal

1 with it appropriately. If he was served with a subpoena and
2 he's not here and the matter comes before me, you'll have an
3 opportunity to defend against any efforts to recover because of
4 his nonappearance. I'm not dealing with it today.

5 I take it that the Trust has not agreed to withdraw
6 its objection to the Curley documents?

7 MS. HAGER: That's correct, Your Honor.

8 THE COURT: Okay. Let's go, Mr. Reed. You're on the
9 witness stand.

10 MS. HEER: Your Honor, can I make a proposition? Can
11 we make a proposition --

12 THE COURT: Go ahead and make a proposition --

13 MS. HEER: -- for --

14 THE COURT: -- quickly.

15 MS. HEER: -- to resolve this?

16 THE COURT: You're taking my time.

17 MS. HEER: Perhaps we can offer an affidavit to
18 resolve the issues --

19 THE COURT: No --

20 MS. HEER: -- the other issues?

21 MR. REED: -- I don't think we can. Mr. Curley has to
22 be here to testify. We tried to resolve the issue about
23 Mr. Curley. Any witness in this trial has to be here present
24 for cross-examination, so an affidavit doesn't do it. His
25 physical presence is required.

1 MS. HEER: Your Honor, the extent of the notification
2 that was received by Mr. Curley as to those specific issues
3 was --

4 THE COURT: I'm not questioning --

5 MS. HEER: -- was insufficient.

6 THE COURT: -- that now.

7 MS. HEER: Right.

8 THE COURT: It's just a simple matter of --

9 MS. HEER: Understood, Your Honor.

10 THE COURT: I was told at the end of the day yesterday
11 that Mr. Curley had indicated to Mr. Reed he could be here this
12 morning. He's not here. I'm not getting into the issue of
13 whether he had to be here, whether he was properly served with
14 the subpoena, whether there was reasonable notice of it. It's
15 a simple matter for the Court for today. The trial is going
16 forward; it's ending today. Mr. Curley is not here.

17 MS. HEER: Your Honor, if I --

18 THE COURT: Ms. Hager has not agreed --

19 MS. HEER: -- if I just can just quickly --

20 THE COURT: -- to stop -- Ms. Hager has not agreed to
21 withdraw the objections to the Curley documents; that's
22 certainly within the Trust's right to -- so I'm not questioning
23 that either. It's just a simple matter; Curley is not here.

24 Mr. Reed, take the witness stand.

25 MS. HEER: Thank you, Your Honor.

1 THE COURT: Could you at least identify yourself for
2 the record? I'm sorry.

3 MS. HEER: Patricia Heer of Duane Morris, Your Honor,
4 for TD Bank.

5 THE COURT: Okay. Thank you very much.

6 MS. HEER: Yes. And if I can just quickly, Your
7 Honor; I understand I already took up the Court's time. But
8 the indication about Mr. Curley's availability, that's
9 questionable.

10 THE COURT: I'm not getting into it. It's a simple
11 matter.

12 MS. HEER: Understood, Your Honor.

13 THE COURT: He's not here to testify --

14 MS. HEER: Understood.

15 THE COURT: -- and I have nothing else to do with it
16 today.

17 MS. HEER: Understood, Your Honor.

18 THE COURT: All right?

19 MS. HEER: Thank you.

20 THE COURT: All right, Mr. Reed. You've been
21 testifying in the narrative form. You indicated at the end of
22 the day yesterday that you intended to testify to give opinion
23 testimony about the value of your property.

24 Ms. Hager, did you file a brief? I didn't see one.

25 MS. HAGER: No, Your Honor, we didn't.

1 THE COURT: Okay. All right, go ahead, Mr. Reed. Be
2 mindful, Mr. Reed, that your allotted time is running out.

3 (Pause)

4 MR. REED: Your Honor, the value of my -- of the
5 property that I own I will discuss and is arrived at from
6 firsthand personal knowledge about my property, our town, my
7 neighbors' homes who have sold that I personally know those
8 properties, the -- viewing the tax records, public records on
9 the sale of those properties, and in the experience I have in
10 selling -- attempting to sell the property.

11 Your Honor said something yesterday about knowing
12 about real estate but not knowing the Moorestown market, and I
13 guess that's my role: to talk about my house and the Rock --
14 the Moorestown -- Moorestown in general is a desirable town, in
15 my opinion. In deciding to move there in 2006, we looked at a
16 variety of characteristics, from schooling and physical
17 conditions of the town, as well as, in arriving at the value or
18 the decision to live in our particular neighborhood, the
19 construction methods in -- of the property.

20 Sorry, I want to get these.

21 In regard to Moorestown itself, Moorestown has some
22 bit of notoriety. It was number-one town in America, according
23 to Money Magazine, in 2006, which in my opinion increased the
24 value of the desirability being there.

25 THE COURT: Ms. Hager?

1 MS. HAGER: Objection. Hearsay.

2 THE COURT: Overruled.

3 MR. REED: Our particular neighborhood we found and --
4 to be desirable, and other people do find it desirable, in my
5 opinion, because it has sidewalks; the construction of the
6 houses in particular, as I started to say. I'm very aware
7 those other neighborhoods in the town are constructed in a way
8 that utilizes pre-fabricated building materials, like trusses;
9 they use joists at wider intervals. This affects the actual
10 feel of the house. Something called deflection, for example.
11 When you walk on a floor and you feel it's a little bit of a
12 bounce, the house doesn't feel as solid, is an example of
13 comments that are made about the houses in our neighborhood,
14 and in particular in regard to my house, because I -- there're
15 certain modifications I had made to the property.

16 Our builder, who actually lives in the neighborhood
17 and who I've consulted with even on the construction of his
18 home on our street, has -- is a third-generation builder. They
19 are well known in the area. Even the MLS listings list --
20 their last name is Maines, a Maines-built home, because the
21 people in Moorestown know that indicates richer appointments
22 (ph.), moldings, interior architecture features, that aren't
23 necessarily reflected -- those things are not things that are
24 reflected or picked up in appraisals. The effect of value in
25 the marketability of -- primarily in the marketability, and

1 you'll see it in the pricing differential as a trend in that --
2 like that neighborhood versus another house.

3 To speak about the trusses, for example, in a
4 construction of the roofs, in our house it's what's called
5 stick-built. So there's actual lumber -- individual lumber
6 pieces that are used in the construction. That, for example,
7 allowed me to take the house and convert the third floor into
8 real living space. The staircase -- the staircases in our
9 house go from the basement all the way to the third floor; it's
10 an open foyer all the way down. So it seamlessly allows you to
11 integrate if you're going to expand. And I use the same
12 contractors, subcontractors as the builder. I do -- I did
13 labor myself before I was injured.

14 And we expanded the third floor, I want to say, maybe
15 twenty -- or -- excuse me -- 1,200, 1,300 square feet, two-
16 bedroom suites, two bathrooms on the third floor. The ceilings
17 we raised -- the cross-members are called collar ties -- up to
18 eleven feet. Again, some of these features are not what you
19 would see in an appraisal, but they make value. And the
20 buyers -- potential buyers feel that, and that's what compels
21 them to agree to a higher price.

22 That also has a bad side, as with the Jacobs contract
23 and the appraisal, for their purpose, from Commerce Bank, is
24 those elements don't get counted into the appraisal. It
25 generates an attractiveness to buy the property. It -- and it

1 takes the buying ability or power to the -- typically to the
2 high end or to the end or off the scale of the appraisal.

3 (Pause)

4 MR. REED: Because of the unique nature -- or atypical
5 nature of the construction methods and materials that are used,
6 when you look at the value of the property, you have to look at
7 houses, in my opinion, that were built by the same builder or
8 in the same neighborhood. The builder -- it's an
9 architecturally controlled neighborhood. You -- for example, I
10 can't change anything -- or couldn't change anything on the
11 property for ten years. It was derestricted -- I believe it's
12 filed with part of the public record -- without approval from
13 them. And this is unlike anything else in the town of
14 Moorestown.

15 Beyond the physical features of the house itself and
16 the town in general, the neighborhood as a microcosm of the --
17 or a smaller market from the town, or specific market of the
18 town in general, there're other elements that go into the value
19 of a property when you're trying to market it. This is, again,
20 from my experience only on this specific property, multiple
21 contracts and offers on the property itself, but years of
22 experience doing it with other properties and my own.

23 And there're two -- I think at this moment there are
24 two elements that make up value for prospective customers,
25 besides the neighborhood or the town, or the unappraised or

1 unappraisable features like the moldings, the engineering, even
2 the landscaping, of the property, and the overall appearance
3 because of the restrictions and the rules governing the
4 neighborhood and its look itself. One element that's not
5 physical to the property itself but it determines the value
6 greatly in the property itself, to many customers, in my
7 opinion, in my experience, overwhelming amount of customers, is
8 the ability to set a specific time or date for delivery. A
9 term -- it's expressed as an actual term in the contract. It's
10 that important. Every real-estate contract I've ever been a
11 part of needs to be able to give a fixed date on which the
12 contract must be fulfilled.

13 In my experience, the typical buyers for the family
14 home that I have, or potential buyers, and for other family
15 homes that I have marketed, are moving from one family home to
16 another; they're not a newly constituted entity formed out of
17 thin air. They want to move a family, in my experience, and
18 they need a firm date to do it.

19 MS. HAGER: Objection. Speculative, and he's talking
20 about --

21 THE COURT: You're overruled.

22 MS. HAGER: -- what other people's motivations are.

23 MR. REED: The other day I talked about even the time
24 of the year having an effect on this, because families want to
25 move -- they like to move midyear, in my experience. They have

1 to move their children into different schools. They like to
2 move in the summer is another -- it's the most desirable time
3 of the year. And so one of the first questions upon an
4 inspection of a house or even pre-inspection of a house --
5 you'll see it in MLS listings -- is "available now for closing"
6 or "quick closing" or something like that. But there's always
7 some idea that you conclude, because a contract has to have
8 that element or it's not a contract; it's an open-ended, okay,
9 you can buy it sometime in the future, but it's not binding,
10 from my experience. And people can't practically live or make
11 plans like that.

12 And my experience related to that property and my
13 experience with other -- first let me say my experience related
14 to that property, regarding litigation, conflicts and -- is
15 commensurate with my experience with other properties, other
16 litigation experiences that I've had, that conflicts and
17 litigation, in our modern society, take a long time, and not
18 just because I talk slow. They take a while. I mean, this has
19 its origins in 2008.

20 I would like to take a moment to tie in the lis
21 pendens issue. Ms. Hager said the other day a lis pendens is a
22 notice; it's a notice of a potential lien, it's a notice of a
23 conflict. It's a public record. People are well aware of it.
24 Our expert states that the real --

25 THE COURT: Mr. Reed --

1 MR. REED: -- estate profession --

2 THE COURT: -- I'm permitting you to give testimony
3 about the value of your property --

4 MR. REED: Okay.

5 THE COURT: -- because I believe that the law permits
6 a homeowner to do that. I'm not going to permit you to give me
7 a lecture about the state of the world or impact of litigation.
8 If you tie it -- I've got -- I'm trying to give you leeway.

9 MR. REED: Okay.

10 THE COURT: You're also against the clock.

11 MR. REED: Okay.

12 THE COURT: If you want to testify about the value of
13 the property and how you arrived at your estimates of value,
14 I'm going to permit you to do that.

15 (Pause)

16 MR. REED: Your Honor, the -- my house, in 2008 --
17 I'll speak about the value of the house in 2008, from my
18 perspective. An indication of that value -- a strong
19 indication of that value, if it was -- is the Jacobs contract.
20 The Jacobses are individuals who live in Moorestown. As a
21 matter of fact, they live in a more expensive house than I do.
22 And the Jacobses expressed to me their desire to live in our
23 house was because of -- they felt it was better construction --

24 MS. HAGER: Objection. Hearsay.

25 THE COURT: Sustained.

1 MR. REED: And it was my impression -- because I can't
2 quote them -- that they wanted to live in our neighborhood
3 because it was better than where they lived in Moorestown. So
4 they agreed to the two-million -- arm's-length transaction for
5 2,040,000 dollars. To support that value -- in my opinion that
6 that was correct as well -- over a year-plus later, this is the
7 value of the house and the neighborhood together. The neighbor
8 in my back yard was --

9 THE COURT: Let me step aside for a second.

10 Ms. Hager, does the Trust contest that the contract
11 price with the Jacobses reflected the fair market value of the
12 property as of the date of the contract?

13 MS. HAGER: Yes, because there was another appraisal
14 that --

15 THE COURT: Fine.

16 MS. HAGER: -- conflicted with that number.

17 THE COURT: Go ahead, Mr. Reed.

18 MR. REED: Your Honor, that appraisal, as I
19 understand, is not in evidence.

20 THE COURT: Just go on with your testimony, Mr. Reed.

21 MR. REED: Okay. So the neighbor's house that is
22 similar in size, 6,000 -- I say, within a few hundred square
23 feet of my house. Mine's 6,700. They're just over 6,000, or
24 6,400; I can't remember the square feet. I have seven
25 bedrooms, ten baths. They have six bedrooms, I think seven or

1 eight baths. Over a year later when the market was supposedly
2 crashing throughout the country, that house sold in about a
3 week of being on the market, for over two million dollars.

4 I know the Murphys; I've been in their house many
5 times. Their daughter and son are friends with my children.
6 And so I know what's inside their house, again, because I know
7 the builder.

8 THE COURT: When you say "the Murphys", is this the
9 same house you're talking about, your neighbor's house?

10 MR. REED: Yes. I'm sorry.

11 THE COURT: Okay. I just wanted to make sure I was
12 connecting the names --

13 MR. REED: Yeah, yeah. Sorry about that. Sorry. You
14 don't know the Murphys.

15 In 2010 on my street, it's a house -- wasn't as
16 friendly with those people, but I knew it; same house built --
17 another house built by Rob Maines and his brother, a house I
18 actually helped my cousin put some counter parts in, sold in
19 2010 for close to a million and a half dollars. It was on the
20 market, again, for about a week, again, at a time where I guess
21 the general feeling in the real-estate world was it was
22 freefalling.

23 2010 is the same year that the Roccisanos made an
24 offer to us for a million-350. It's particularly interesting,
25 since the house several houses down from 831 Matlack Drive sold

1 for 130,000 more and it's a smaller house. It's --

2 THE COURT: 130,000 more than what?

3 MR. REED: A hundred -- excuse me. 130,000 more than
4 the Roccisanos' offer. So here you have a house on my street
5 selling rapidly for a million-465. What offer do I get? A
6 one-350. And the house is massively different, strikingly
7 different. My house -- I spoke of the builders' accoutrements
8 (ph.); it's known in our marketplace. I enhance that. I
9 design and construct elaborate interior architectural pieces,
10 tray ceilings, coffered ceilings, iron rail stairca -- or
11 spindle staircases, thicker hand-railings, thick marble
12 flooring. So where the 831 Matlack is a more standard house
13 for the -- built by the Maineses, mine is more enhanced, not in
14 the -- just the nonappraisable features, but the square
15 footage.

16 At the end of 2010, Your Honor -- you asked me when
17 did we delist the house. It occurred at the end of 2010; I
18 believe, November 2010. That's when our listing agreement, I
19 believe, with B.T. Edgar expired. This is over a year after we
20 evicted Mr. Cooper. There continued to be sales in our
21 neighborhood. There continued to be relatively speedy sales.
22 And ours did not (sic), although, when the Jacobs contract was
23 put out, very quickly it went under contract, even at the top-
24 value dollar -- top asking price we did.

25 The Cooper contract, despite whatever his motivation

1 may have been or who he was or what he was about, he still had
2 to make a decision if that house was desirable, and he did --
3 Mr. Weaver, Cooper, whatever his name is -- so much so that he
4 even tendered a great deal of money in attempts to obtain that
5 house.

6 At the end of 2010, the Edgar people -- the Edgar Real
7 Estate (sic) did not want to continue our business relationship
8 for listing, at that time. And my impression, since I will not
9 quote them -- I guess I cannot -- is that it's because the
10 house wasn't going to (a) garner the amount of money they
11 thought it should, (b) ever be able to close unless the
12 conflicts with GMAC were resolved.

13 MS. HAGER: Objection. Also speculation.

14 THE COURT: Sustained. Testimony's stricken about
15 Edgar's reasons for not wanting to continue with the listing.

16 MR. REED: So, Your Honor, our house being larger in
17 square footage, over 6,000 square feet, more bedrooms and more
18 baths, even though there was some decline, I think, in the
19 market in 2010, it is my opinion that my house would still have
20 been worth close to the one million eight, maybe one million
21 750, if it had -- if I had had full ability to negotiate a
22 contract and list terms and provide terms, certain terms which
23 I could sell it.

24 I would like to --

25 THE COURT: Ask you this, Mr. Reed: do you know what

1 your outstanding -- what the outstanding mortgages, liens, on
2 the property were at the end of 2010?

3 MR. REED: At the end of 2010, Your Honor?

4 THE COURT: Yes, because you're giving me an opinion
5 of value of the house, at the end of 2010. And so my question
6 is what were the existing encumbrances, whether that's
7 mortgages, unpaid property taxes --

8 MR. REED: Um-hum. Um-hum.

9 THE COURT: -- any other liens that may have existed
10 on the property? Do you know what the amount was?

11 MR. REED: In 2010 there was the outstanding balance
12 on the note, of nine hundred and, I think, eighty-eight --
13 ninety thousand dollars. It's close to a million dollars. If
14 you want to round up to a million dollars, you can round up to
15 a million dollars.

16 The real-estate tax, 2010, say, maybe 70-, 75-, 80,000
17 dollars perhaps, in arrears.

18 THE COURT: Any other liens or encumbrances that you
19 were aware of at the end of 2010?

20 MR. REED: No, Your Honor, because I had to pay them
21 off at the -- when I received the money from Mr. Cooper. I
22 don't know what the interest and penalties on that -- for that
23 mortgage was at that time. I can't -- I don't know.

24 Are you going to give your opinion of value at any
25 other dates? I'm really mindful -- I want to hear your

1 testimony, Mr. Reed --

2 MR. REED: Yeah. Yeah.

3 THE COURT: -- but your time is running.

4 MR. REED: Your Honor, I cannot say, because I
5 don't -- I did not expose the house to the market. I believe
6 the interference, in my opinion, had its effect then and would
7 continue to have an effect until resolved. At that point we
8 became, as you know, involved in litigation, and counsel was
9 involved in attempts to resolve the issue.

10 I would like to point out one other thing; I don't
11 know if it's allowed, that it will be objected to if it is
12 not -- I mean if it is. There's an appraisal that was let in
13 not for the truth of the value.

14 What exhibit was that? 2.

15 (Pause)

16 THE COURT: Mr. Reed, let me make sure I understand.
17 I've heard you give your opinion of value of your property at
18 two dates: first, at the time of the Jacobs contract,
19 2,040,000 dollars; and second, at the end of 2010 where you
20 estimate the value at 1.75 to 1.8 million. Am I correct?
21 That's what I've heard you tell me.

22 MR. REED: Yes. And the other value, of course, would
23 be constrained by my agreement to sell that to Mr. Cooper at a
24 million-eight. I can't -- that's -- I mean, at least that's by
25 default. I mean, I --

1 THE COURT: What was the date of that?

2 MR. REED: That was 2008 into -- on track. Two
3 thousand -- yes.

4 THE COURT: All right.

5 MR. REED: But I feel that I let that -- Your Honor, I
6 let it go for less than what I thought it would -- I mean, I
7 though it was worth closer to, like, a million-nine. But I was
8 under the pressure that I felt.

9 THE COURT: All right, so you've given me your
10 estimate of value at three points in time. Is there any other
11 valuation testimony that you want to give?

12 (Pause)

13 MR. REED: Again, Your Honor, this is -- I want to be
14 clear for the record. The values that I state are the values
15 that are -- are the value of the property if I could have
16 delivered it clear without interference, that I could have
17 marketed property. The values impacted by what I believe
18 impacted it, the time element, show maybe a million-three in
19 2010, but I don't know because we didn't really -- we didn't do
20 a deal -- or an offer I had in twenty -- I think it was 2011
21 from Ms. Singh for a million-one. And I would have to say, for
22 2011, I have no reason to believe that the value would have
23 declined any further from what I thought it would be in 2010.

24 So to address you, 2011 would be the same value or
25 similar, very similar, to 2010, for the marketable, clear,

1 clean marketability of that property. But the functional value
2 that I was left with was -- I think, as of the last offer that
3 I received, was a million -- I don't have it in front of me --
4 a million-one from Ms. Singh.

5 So those are the two values. I just want you to
6 understand my opinion has two values to it. Prior to this
7 event, I have one opinion of value. Post the event, I have two
8 opinions of value: one affected, one unaffected.

9 THE COURT: All right, are there other areas that you
10 want to testify about other than value?

11 MR. REED: Yes.

12 THE COURT: I want to make sure -- let's --

13 MR. REED: Yeah. No --

14 THE COURT: -- get it done, okay?

15 MR. REED: -- Your Honor, I want to -- I think I said
16 yesterday when I was having a little difficult time, the stress
17 that we felt over this -- course of this extended interaction.
18 I'd also like to move into evidence -- and I don't know if I
19 need to comment about it. Ms. Hager had said she had no
20 objection to the interagency foreclosure review.

21 THE COURT: It's in evidence already.

22 MR. REED: I think it was, right?

23 THE COURT: It's in evidence.

24 MR. REED: And then also the testimony of the
25 representative from the Federal Reserve -- or -- oh, excuse me;

1 this one is for Julie Williams; it's --

2 THE COURT: What exhibit number?

3 MR. REED: It's Exhibit number 17.

4 THE COURT: Ms. Hager, any objections?

5 MS. HAGER: No, Your Honor.

6 THE COURT: All right, Exhibit 17 is in evidence.

7 (Testimony of Julie Williams was hereby received into evidence
8 as Reed's Exhibit 17, as of this date.)

9 MR. REED: Exhibit number 4, statement of Scott
10 Alvarez from Federal Reserve, before the USA.

11 THE COURT: Any objection?

12 MS. HAGER: No objection, Your Honor.

13 THE COURT: All right, Exhibit 4, the statement of
14 Scott Alvarez, general counsel of the board of governors of the
15 Federal Reserve System, is in evidence.

16 (Statement of Scott Alvarez was hereby received into evidence
17 as Reed's Exhibit 4, as of this date.)

18 MR. REED: Exhibit number 6; it's a lis pendens.

19 THE COURT: Hold on. It's in evidence under another
20 exhibit number --

21 MR. REED: Okay.

22 THE COURT: -- already.

23 But do you have any objection to Exhibit 6?

24 MS. HAGER: No objection, Your Honor.

25 THE COURT: All right --

1 MR. REED: It's number --

2 THE COURT: -- Exhibit 6, lis pendens, is in evidence.

3 (Lis pendens was hereby received into evidence as Reed's

4 Exhibit 6, as of this date.)

5 MR. REED: Exhibit number 7.

6 THE COURT: Any objection, Ms. Hager?

7 MS. HAGER: No, Your Honor.

8 THE COURT: All right, it's in evidence.

9 (Notification from 21st Mortgage Corporation was hereby

10 received into evidence as Reed's Exhibit 7, as of this date.)

11 MR. REED: Exhibit number 8.

12 THE COURT: Any objection?

13 MS. HAGER: No objection, Your Honor.

14 (Order was hereby received into evidence as Reed's Exhibit 8,

15 as of this date.)

16 MR. REED: Your Honor, I'd like to make one statement
17 for the record on Exhibit number 8. The copy of that order
18 came to me from GMACM's counsel; it was mailed to me. I didn't
19 get it from the Court. I recall getting it from GMACM in the
20 mail.

21 THE COURT: That's because in paragraph 3 on page 2 of
22 the order, it says that "Plaintiff serve a copy of this order
23 on Frank J. Reed, III, defendant, and to counsel for all
24 parties-in-interest, within seven days of Plaintiff's counsel
25 receiving the order." So they were ordered to do that and I

1 guess they did.

2 MR. REED: I guess they did.

3 THE COURT: Okay.

4 MR. REED: Exhibit number 9.

5 THE COURT: Ms. Hager, any objections?

6 MS. HAGER: No objection, Your Honor.

7 THE COURT: All right, the Delehey declaration and its
8 attachments, which Mr. Reed marked as Exhibit 3, are admitted
9 in evidence.

10 (Delehey declaration and its attachments were hereby received
11 into evidence as Reed's Exhibit 9, as of this date.)

12 MR. REED: Number 11, Your Honor, I'd like to talk
13 about for a moment.

14 MS. HAGER: Excuse me, Mr. Reed; I'm sorry.

15 Your Honor, I beg your pardon. Maybe I misheard. Did
16 you reference Claimants' Exhibit 3 --

17 THE COURT: No.

18 MS. HAGER: -- or was that 9?

19 THE COURT: Here's what -- it's Exhibit 9 but, when
20 you turn to the first page of Exhibit 9, it says "Exhibit 3 -
21 Delehey Declaration". So that was what I was reading. It's
22 Mr. Reed's Exhibit 9.

23 MS. HAGER: Thank you.

24 THE COURT: Okay. And it includes the attachments to
25 it.

1 I'm sorry; your next exhibit was which, Mr. Reed?

2 MR. REED: Exhibit 11.

3 THE COURT: For what purpose are you offering Exhibit
4 11? It's a transcript from a hearing in this court.

5 MS. HAGER: No objection.

6 THE COURT: All right, it's in evidence. There's no
7 objection.

8 (Hearing transcript was hereby received into evidence as Reed's
9 Exhibit 11, as of this date.)

10 MR. REED: Exhibit 12.

11 THE COURT: Any objection?

12 MS. HAGER: No, Your Honor.

13 THE COURT: All right, Exhibit 12 is the amended
14 complaint for foreclosure, and it's in evidence.

15 (Amended complaint for foreclosure was hereby received into
16 evidence as Reed's Exhibit 12, as of this date.)

17 MR. REED: I believe Exhibit 13, 14 and 15, Your
18 Honor, we still have an issue with those, and --

19 THE COURT: We do.

20 MR. REED: There's an affidavit. Ms. Hager and I -- I
21 said at the end of the day yesterday I think there's something
22 else we were supposed to talk about besides the TD issue;
23 Ms. Hager couldn't recall what it was, neither did I, and then
24 I did this morning; and to show her the affidavits -- or the
25 declarations from the three attorneys regarding those bills.

1 THE COURT: Right. Ms. Hager, do you object to 13, 14
2 and 15?

3 MS. HAGER: My objections from yesterday remain. I
4 have not seen those affidavits yet.

5 THE COURT: I thought he talked -- you --

6 MR. REED: We forgot to do it at the end -- I can do
7 it right now, Your Honor, if you --

8 THE COURT: No, let's -- during a recess you'll do
9 that.

10 MR. REED: I believe that Exhibit 16 was superseded by
11 MM.

12 THE COURT: Correct, and it's in evidence.

13 MR. REED: Exhibit 17, did we just admit that?

14 THE COURT: We did.

15 MR. REED: Exhibit 19 is an exhibit Ms. Hager agreed
16 pre-trial to allow.

17 THE COURT: Could somebody tell me what it is? It's
18 not self-evident to me.

19 MR. REED: Your Honor, at the same time I had spoken
20 to -- or in the spring before the foreclosure, I'd spoken to
21 another broker -- "a broker" meaning a mortgage lender, an
22 individual who represented himself as such. The individual
23 took information from me, I believe. We discussed the value --
24 values of my property. The intent was, just like the TD issue,
25 to -- TD pursuit, to have some liquidity in a line of credit or

1 a cash-out ref -- excuse me -- a refi. And the individual had
2 gotten back to me, and this is -- there's not -- I couldn't
3 give you dates and times.

4 THE COURT: I don't understand what it is, Mr. Reed;
5 that's what --

6 MR. REED: Oh, it's a letter -- I'm sorry. It's a
7 letter from an individual who was a -- who represented himself
8 as an employee of a mortgage company, and we discussed
9 borrowing money on 817 Matlack Drive. I gave the individual
10 the information that I -- I can't tell you the specific
11 information, but I remember him being satisfied with what he
12 wanted. He got back to me and said we had several options
13 available to me. I didn't concern myself, as I didn't with TD
14 Bank, as to the details. If I needed one, I would have
15 selected one and executed it.

16 I was told that that's all that remained to be done.
17 The only verification of this interaction was this
18 correspondence. Ms. Hager did not object to it like she
19 objected to the TD Bank's letters. I say -- I suspect, I
20 think, I knew why. She'll discuss it. But --

21 THE COURT: Ms. Hager, you have any objection to
22 Exhibit 19?

23 MS. HAGER: No, Your Honor.

24 THE COURT: All right, Exhibit 19, which is the
25 document dated November 20th, 2010, addressed To Whom It May

1 Concern, from Thomas J. Tartamosa, okay, it's in evidence.

2 (Document dated November 20th, 2010, addressed To Whom It May

3 Concern, from Thomas J. Tartamosa, was hereby received into

4 evidence as Reed's Exhibit 19, as of this date.)

5 MR. REED: Can I know what time I have left?

6 THE COURT: Let's just -- are you offering any other

7 exhibits --

8 MR. REED: I may, Your Honor.

9 THE COURT: So let's get that done, okay?

10 MR. REED: Exhibit 18.

11 THE COURT: That's actually the one I was looking at

12 when I said I had no clue what it is.

13 MS. HAGER: Your Honor, Exhibit 18 is an excerpt from

14 GMAC's servicing notes. We intend to offer the complete record

15 of the servicing notes. So I object to 18. It's hearsay as it

16 is, and incomplete; it's not the best evidence. We will be

17 offering into evidence a document which actually contains

18 Exhibit 18.

19 THE COURT: All right, so, Mr. Reed, the entire set of

20 servicing notes are going to come into evidence and, somehow,

21 if something goes awry, we'll come back to this, okay?

22 MR. REED: Okay.

23 THE COURT: All right. Any other exhibits you're

24 offering?

25 MR. REED: I don't think so. That's my entire book of

1 evidence that was filed pre-trial.

2 THE COURT: Well, not everything that you have in this
3 book has been offered, but --

4 MR. REED: Let me -- then let's make sure I understand
5 that. Let's see. I thought 1 --

6 THE COURT: I'll tell you what: during a recess you
7 can speak with Ms. Dabbert and she'll review with you and
8 Ms. Hager what documents have come into evidence, all right?
9 Let's not take the time now to do that, unless you know
10 something else you're offering.

11 All right, you'll deal with the -- I'll give you a
12 chance during a break to talk about the exhibits. And if
13 there're exhibit issues, you can raise that after the break.
14 Is there any other areas to which you wish to provide
15 testimony, Mr. Reed?

16 (Pause)

17 MR. REED: Your Honor, I'd like to say if I haven't
18 said for the record that in 2010 is when I became aware that
19 there was the lis pendens and the public recordation of
20 litigation regarding the property, the foreclosure action. I
21 learned that from the realtors. And it's at -- it's -- I
22 believe it was 2010.

23 I'd like to testify that, Your Honor, it's never been
24 my intent to not mitigate the damages that I'm seeking to
25 recover for, that the damages themselves are not restricted to

1 just the -- in my opinion, the increase or the carrying or
2 the -- as I said yesterday, I want to be able to have the money
3 to pay the current mortgage company. But for this interference
4 it would have sold; there would be no continued rule of a bill.
5 It's been -- I'm sure it's going to be discussed that when I
6 received monies why didn't I just pay the -- the mortgage
7 itself. The mitigation efforts involved trying to sell the
8 house, discount the house, reaching out, finding counsel,
9 seeking advice, seeking help. The money that was received
10 reduced the carrying costs for the house. If I didn't pay,
11 say, the second mortgage off, I would probably make the
12 argument, but for their bad act, there'd be a -- the second
13 mortgage would not have been paid off, and we'd have the
14 balance that has accrued, going forward, from that second
15 mortgage. So that ongoing expense was extinguished, just like
16 any expense on carrying the house beyond a point that otherwise
17 would not be my responsibility because it would have been sold.
18 So I point to the fact that we did eliminate carrying costs and
19 accrual of expenses for the property.

20 I'd like to review some papers for a moment.

21 (Pause)

22 MR. REED: Your Honor, I'd like to point out for the
23 record that if I'd received a notice of intent to foreclose
24 that's required by law and by contract -- I don't know how to
25 quantify this. I'm going to put it to you as it -- as it has

1 coalesced in my mind. A significant piece of information
2 required by that law is to say who the actual lender is, not
3 just the servicer but the lender, the noteholder. The
4 significance of that, especially as we stand here today or sit
5 here today, is that it's been well represented by the Trust
6 that the noteholder, a party to the note contract, counterparty
7 to me in that note, is a nondebtor entity, GMAC Bank, at the
8 time the notice was required, at the time the foreclosure was
9 filed. The statute of limitations has run --

10 THE COURT: Let's not make legal arguments --

11 MR. REED: Okay.

12 THE COURT: -- Mr. Reed.

13 MR. REED: Okay. I don't know what I -- let's why I
14 said, I don't --

15 THE COURT: This is not the time for legal arguments.

16 MR. REED: Okay. So I guess it's just important then
17 to say that that information would have been there for us to
18 see for whatever purpose. And we, as far as I know, were never
19 provided that information, as evidenced by the fact that when
20 we pursued GMAC, the noteholder was not listed as a -- as a
21 defendant, because we were unaware of it, because the
22 information was not given to us, as required by contract and
23 law.

24 As to what that damage has done, I don't know if this
25 is a legal statement, Your Honor, and you can stop me; I

1 apologize if I fail to recognize the difference. I spent or
2 accrued tens of thousands of dollars in legal bills in regards
3 to Mr. Walters pursuing the wrong person, or one of the wrong
4 entities, not the correct entity, as asserted by the Trust.
5 They said at the time the proper party -- the proper party to
6 the contract with me was GMAC Bank. To what result that would
7 have been, if we had contacted GMAC Bank, we served GMAC Bank,
8 we spoke to GMAC Bank, I cannot answer that at this time. But
9 I know that we spent thousands and thousands of dollars or
10 accrued that money that -- because we were deprived, through an
11 act of omission and a breach -- sorry, maybe that's a con -- it
12 sounds like a legal thing I was about to say -- failure to
13 provide it in the contract.

14 It's my understanding that it was also during the
15 litigation that it was requested if there were any other
16 parties that should be named, and that was not provided at that
17 time either. Again, I don't know -- in my mind the damage from
18 that is, A, the money I spent chasing the wrong person; B, I
19 even get in a word here --

20 THE COURT: You say you were chasing the wrong person,
21 but you're chasing the same party now.

22 MR. REED: No, I'm sorry, one of -- excuse me, not the
23 wrong person, but a -- a missing party, a missing party.

24 THE COURT: I have your point. Anything else you want
25 to -- because you're really out of time. I've let you go on

1 longer than --

2 MR. REED: Oh.

3 THE COURT: -- your allotted time.

4 MR. REED: And then the other -- the other estimation
5 of damage in that regard, Your Honor, would be the missed
6 opportunity to chase a -- a solvent entity for the damages as a
7 codefendant, versus here, in this forum, if indeed I get an
8 award at a reduced amount. I don't know how to address that
9 either.

10 THE COURT: Mr. Reed, you were represented by counsel
11 in your action against GMAC in state court. The arguments
12 you're making now are things that you could have -- your lawyer
13 could have done then, so I'm not making any legal
14 determination, but I hear your argument.

15 Any other additional points you want to make quickly?

16 MR. REED: I want to be clear about something else,
17 Your Honor. And this -- this -- I want you to -- I don't know
18 how to say this, but I'm going to and we can -- you can tell me
19 what to do with this. If I had gotten the money from the house
20 at the sale, unimpeded, sold it, had my equity from it, I would
21 have been in either one of my existing homes or one off the
22 shelf with no mortgage. Being served with the foreclosure
23 itself blew my mind and my wife's mind.

24 THE COURT: Mr. Reed, how could it have blown your
25 mind when you hadn't paid your mortgage for months and you

1 haven't paid it since then? That's what defies belief on my
2 part. You have not paid a penny since early 2008. So how you
3 think you're exempt from foreclosure of your home, when you
4 haven't paid your mortgage, is what I have problems with. I
5 understand your arguments about whether GMACM dotted the i's
6 and crossed the t's and could have or should have filed the
7 foreclosure action that they did file when they did. But the
8 fact that the mortgagee, the holder of the note, could bring an
9 action to foreclose on your home, is beyond dispute, Mr. Reed.
10 It is simply beyond dispute.

11 Okay. Is there any last point you want to make
12 quickly?

13 MR. REED: It is a surprise, as I would have paid it
14 if I had a notice.

15 THE COURT: Okay. That's speculation; I'm going to
16 exclude that testimony.

17 Is there any other testimony you wish to give in
18 support of your claim? Now is the time, because we're breaking
19 for a recess as soon as you finish, and Ms. Hager will commence
20 her cross-examination after the recess.

21 And when I say that the lender or the loan servicer
22 should have dotted the Is and crossed the Ts, it absolutely
23 should have. There is no doubt in my mind about that; that's
24 what the law requires. So I'm not suggesting that what they
25 did was correct or proper. I'm not ruling on that at this

1 point. But I'm not suggesting at all that they acted
2 appropriately, or not, in bringing the foreclosure action when
3 they did.

4 Okay. Any last points you wish to testify to?

5 MR. REED: Sorry if you've made me a little unsettled,
6 Your Honor.

7 THE COURT: I've been very patient.

8 MR. REED: You have been. I -- we're on the record,
9 Your Honor, I think that you have been --

10 THE COURT: Okay. Let's just -- is there any last
11 points you wish to make in your testimony, about facts, not
12 argument?

13 MR. REED: I can't think of them, Your Honor, other
14 than that you said we're going to enter evidence. You said I
15 could check on that.

16 THE COURT: Okay. What we're going to do is we're
17 going to take a half-hour recess. You don't have to use your
18 whole half hour for that, but I want Mr. Reed and Ms. Hager, or
19 other counsel, to -- there are a couple of specifically open
20 issues, and it's the three Exhibits 13, 14, and 15. You're
21 going to review with Ms. Hager the additional declarations or
22 affidavits you have, and you're also going to review your
23 documents to see whether there are any others that you wish to
24 offer.

25 Were there any other items, Ms. Hager, that you and

1 Mr. Reed were going to confer about?

2 MS. HAGER: No, Your Honor.

3 THE COURT: Okay. Mr. Reed?

4 MR. REED: I can't --

5 THE COURT: All right. We're going to take --

6 MS. HEER: Your Honor, if I may, real quick? Thank
7 you, Your Honor. I apologize, Your Honor.

8 THE COURT: Identify yourself for the record again.

9 MS. HEER: Patricia Heer of Duane Morris, for TD Bank,
10 Your Honor.

11 Again, I understand that the Court has said that the
12 trial is ending today --

13 THE COURT: I'm not revisiting my ruling.

14 MS. HEER: If I can just request a short hearing,
15 whenever the Court is available. And there is -- we have no
16 issue -- Mr. Curley has no issue with coming and testifying.

17 THE COURT: There's no reason for me to have a short
18 hearing because no one -- Mr. Reed has not sought relief from
19 the Court with respect to Mr. Curley's nonappearance. If and
20 when such an application is made to the Court, you'll have
21 ample notice of it and an opportunity to appear.

22 MS. HEER: Thank you, Your Honor.

23 THE COURT: All right. We're going to be in recess
24 for a half hour. Obviously everybody take a break, but part of
25 that half hour is intended to give you a chance -- and maybe

1 what you ought to do is give Ms. Hager those affidavits that
2 you have. She's entitled to her break too. I don't expect all
3 of the time to be taken. But when we resume, we'll resume with
4 your cross-examination. All right?

5 MS. HAGER: Thank you, Your Honor.

6 (Recess from 10:20 a.m. until 10:54 a.m.)

7 THE COURT: All right. Please be seated. First, are
8 there any exhibit issues we need to address, Ms. Hager?

9 MS. HAGER: Yes, Your Honor. During the break, Mr.
10 Reed handed me three affidavits to attempt to address Exhibits
11 13 through 15. And our objection remains to 13 through 15. I
12 don't believe Mr. Reed has copies of the affidavits for Your
13 Honor's review. But my issue -- and I'll just take them one by
14 one -- with Linda Campbell --

15 THE COURT: Let me just -- yeah, go ahead. Yes,
16 please.

17 MS. HAGER: Sure. So the objection is that Exhibit 14
18 is hearsay, and Mr. Reed has shown me a declaration from Linda
19 Campbell, whose name does appear on Exhibit 14, but what she
20 says in the declaration is that she provided counsel and legal
21 services to Mr. Reed with respect to the foreclosure lawsuit
22 filed by GMAC Mortgage, and "attached hereto, as Exhibit A, is
23 a true and correct copy of the receipts generated from the
24 firm". But there isn't actually anything attached as Exhibit
25 A. So I don't know if Exhibit A is supposed to be what is

1 Exhibit 14 or not. So my objection stands on authentication
2 grounds.

3 With respect to Exhibit 13, which is Mr. Walters'
4 bill, Mr. Reed provided me with a declaration of Mr. Walters,
5 and he states that he represented Mr. Reed in connection with
6 the foreclosure action. And he states that his services
7 included attempting, negotiating and mediating with GMAC and
8 RFC to resolve the claims, and also the filing of the state
9 court action in the law division, which Mr. Reed indicated
10 yesterday was by far the bulk of Mr. Walters' work for him.
11 And he goes on to say that "attached hereto, as Exhibit A, is a
12 true and correct copy of the most recent invoice generated by
13 my office". But again, there's no exhibit A attached, at least
14 to this declaration that I was handed.

15 With respect to Exhibit 15, this is the exhibit that
16 is an e-mail from Barbara Clark to Frank Reed. I was handed a
17 declaration of Krisden McCrink. I'm not sure whether this
18 actually relates to Exhibit 15 or not. But the affiant
19 states -- or the declarant states that the firm offered
20 services in 2008, with respect to a foreclosure lawsuit filed
21 by GMAC Mortgage, and "attached as exhibit A is a copy of our
22 bills". And they actually are attached. They don't
23 necessarily reflect what's actually been marked by Mr. Reed as
24 Exhibit 15. They did attach a detailed bill. I would say that
25 I believe that their descriptions of time are somewhat vague,

1 but at least there is a description of time. And from what I
2 can tell --

3 THE COURT: Does that add up to the same thing?

4 MS. HAGER: Well, I didn't -- no --

5 THE COURT: It was slightly under 4,000 dollars.

6 MS. HAGER: No, it doesn't add up. The total does not
7 add up. In Exhibit 15 --

8 THE COURT: It's 3,983 is the total.

9 MS. HAGER: -- 3,983. This bill is higher; it is
10 5,765. But I will note that this bill includes entries from
11 2008. It also includes entries -- a number of entries from
12 2012. So the foreclosure action -- the order dismissing the
13 foreclosure action was February 2009. So I think, to the
14 extent there are any entries from 2012, they would not be
15 applicable to the foreclosure.

16 And in addition, the entries from 2008, there is an
17 indication at the end of the bill that there is -- there's a
18 reference to Frank Reed v. GMAC. So I don't know if some of
19 that 2008 time was for the law division case. There's also a
20 reference to Jacobs -- telephone call with opposing
21 counsel/party Scott Jacobs in 2008.

22 The McCrink law firm represented Mr. Reed in
23 connection with the Jacobs v. Reed lawsuit. So it's impossible
24 to tell which entries from 2008 were applicable to the
25 foreclosure or the law division case or the Jacobs v. Reed

1 case. But again, this particular document that I'm talking
2 about now is not the same as what's been marked as Exhibit 15.

3 MR. REED: Your Honor, I'd like to say for the --
4 Mr. Walters and Ms. Campbell, I provided them a copy of the --
5 what I submitted to the Court, marked Exhibit, I believe, A.
6 And I kept a copy. In other words, there was two copies. I
7 went there. They kept a copy; they gave me back one. I didn't
8 have my staple -- I mean, my paper clips, and I -- I don't know
9 where it is. I remember I just -- I did this because I thought
10 after the status meeting that, you know, is there any reason I
11 should do it. I just started -- I took it on myself to do it.

12 THE COURT: All right. Here's what I would like to
13 have happen. I would like the three declarations or affidavits
14 attached to the respective statements. So the one to Exhibit
15 13 will be 13A, the one to 14 will be 14A, the one to 15 will
16 be 15A. And I'm going to overrule the objections to 13, 14,
17 and 15, and indicate I will give those exhibits the weight that
18 I believe they're entitled to, which remains to be seen.

19 From the Court's previous comments at prior hearings,
20 Mr. Reed, there could be no mistake, because I asked you
21 whether you were seeking to recover the legal fees you expended
22 in defending the foreclosure action. You told me you were.
23 And I made clear that you had to provide evidence of it.

24 So I'm going to overrule the objections and -- but I
25 want -- we'll get -- ordinarily I don't supply copies here, but

1 I want the record complete today, so we'll make copies of them
2 and attach them as 13A, 14A, and 15A, and the Court will give
3 it such weight as it deems appropriate, which I'm uncertain
4 about at this point.

5 (Statement from the Law Offices of Jeffrey S. Walters was
6 hereby received into evidence as Reed's Exhibit 13, as of this
7 date.)

8 (Declaration of Jeffrey S. Walters was hereby received into
9 evidence as Reed's Exhibit 13A, as of this date.)

10 (Linda Campbell's bill was hereby received into evidence as
11 Reed's Exhibit 14, as of this date.)

12 (Declaration of Linda Campbell was hereby received into
13 evidence as Reed's Exhibit 14A, as of this date.)

14 (McCrink law firm bill was hereby received into evidence as
15 Reed's Exhibit 15, as of this date.)

16 (Declaration of Krisden McCrink was hereby received into
17 evidence as Reed's Exhibit 15A, as of this date.)

18 THE COURT: All right. Are there any other exhibit
19 issues?

20 MR. REED: Your Honor, in regard to the Curley
21 matter --

22 THE COURT: The Curley matter is closed, Mr. Reed. I
23 gave you -- you told me yesterday that Mr. Curley said he could
24 be here this -- he could be here this morning. He wasn't
25 listed on your witness list. I explained yesterday why I would

1 permit him to testify if he appeared this morning. He did not
2 appear this morning. The matter is closed for now. If you
3 seek to obtain some relief, because you believe you timely
4 served him with reasonable notice of a subpoena to appear, that
5 will come on at another time. It won't come on now.

6 MR. REED: Okay.

7 THE COURT: All right. Any other exhibit issues?

8 MR. REED: Your Honor, I think the only exhibit left
9 was Exhibit 20.

10 THE COURT: Do you have an objection to Exhibit 20,
11 Ms. Hager?

12 MS. HAGER: Yes, Your Honor. Pursuant to Your Honor's
13 second --

14 THE COURT: Objection sustained. All right. That
15 takes care of the exhibit issues.

16 Cross-examination, please.

17 MS. HAGER: Your Honor, may I approach the witness to
18 hand him --

19 THE COURT: Absolutely.

20 MS. HAGER: -- our exhibits?

21 THE COURT: Yeah.

22 MS. HAGER: Thank you. Would Your Honor kindly
23 instruct the witness to remove any other materials that he has
24 he was using for reference?

25 THE COURT: Well, what I'll ask him to do is put his

1 materials -- all of his materials to the side. And if he
2 believes that he needs to review anything else to answer
3 questions, he's going to identify for me and for you what it is
4 he wants to use.

5 Why don't -- you've got additional papers on the
6 witness stand. Just mover everything to the side, Mr. Reed,
7 and so we don't get the exhibits that Ms. Hager gives you
8 confused. Okay?

9 MS. HAGER: And Your Honor, can I also ask that the
10 laptop be closed and put to the side?

11 THE COURT: Oh, sure. The screen was blank anyway at
12 this point.

13 MS. HAGER: I don't know that.

14 THE COURT: I think it was asleep.

15 CROSS-EXAMINATION

16 BY MS. HAGER:

17 Q. Mr. Reed, you talked this morning about a house that was
18 on your street that sold in 2010. Was that 831 Matlack?

19 A. Yes.

20 Q. And that sold in 2010 for 1.465, is that correct?

21 A. Yes.

22 Q. And do you know when in 2010?

23 A. I cannot remember.

24 Q. The Roccisanos has offered you 1,450,000 in June of 2010,
25 right?

1 A. I think so.

2 Q. You don't know the listing price of 831 Matlack, do you?

3 A. No, I cannot say that I do. I can't remember.

4 Q. You admitted that the real-estate market declined in 2009
5 and 2010. In your opinion, did the market continue to decline
6 in 2011?

7 A. I don't think I admitted that the market declined. I
8 think I was referencing a national market. I don't -- can -- I
9 don't believe I rep -- represented that Moorestown or my
10 neighborhood declined. And so what was the question?

11 Q. The question was you admitted that the real-estate market
12 declined in 2009 and 2010. In your opinion, did the market
13 continue to decline in 2011?

14 A. I can -- I cannot.

15 Q. Is that a yes or a no?

16 A. Okay. I'm sorry. Say it again more --

17 Q. In your opinion, did the real-estate market decline in
18 2011?

19 A. The real est -- can you define the real-estate market?

20 THE COURT: Come on, Mr. Reed, let's not play games.

21 Q. Are you not going to answer the question?

22 A. I don't know if I -- I don't know if our neighborhood
23 continued -- if our neighborhood declined.

24 Q. So Moorestown operates in a vacuum, unlike any other city
25 in the United States, is that right?

1 A. I think Moorestown operates like the top of a mounting
2 when a flood comes and may, in my opinion, avoid much of the
3 collateral damage of a flood, if not entirely.

4 Q. But you stated that your property is unlike any other in
5 Moorestown, is that right?

6 A. There are many features that are unlike the majority of
7 the homes in Moorestown.

8 Q. You testified that your property is unlike any other
9 property in Moorestown. Do you remember testifying to that
10 effect?

11 A. I testified to that; it is a unique home.

12 Q. Is it difficult to sell a unique home?

13 A. No, it -- in my experience, it was not.

14 Q. Isn't style unique to each individual?

15 A. I cannot agree with that statement.

16 Q. Isn't it possible that a potential buyer might not
17 appreciate your particular style?

18 A. That is in -- that is in a realm of possibility.

19 Q. Isn't it possible that a buyer was looking for a more
20 standard home?

21 A. I do not understand the term "standard".

22 Q. You testified that your house was not like a standard home
23 that was on the market, I think it was 831 Matlack. Your home
24 is different because you upgraded it. Isn't it possible that
25 buyers were looking for something that was more standard as

1 opposed to the house that you upgraded?

2 A. Anything is possible.

3 Q. Do you have any documents to support how much you owed the
4 mortgage company at any point in 2010?

5 A. No, I do not. And by "the mortgage company", do you mean
6 GM -- the -- GMAC or --

7 Q. Could you turn your attention to Exhibit 13?

8 A. 13?

9 Q. Yes, 13. Do you have that in front of you?

10 A. I believe so.

11 Q. You testified that Mr. Walters handled some of the
12 foreclosure, but the majority of his work was on the law
13 division case, is that right?

14 A. That is correct.

15 Q. It's impossible to know from Exhibit 13 how much of his
16 bill is attributable to the foreclosure, isn't it?

17 A. That is correct.

18 Q. And it's impossible to know from Exhibit 13 if any of his
19 bill is attributable to the foreclosure, isn't it?

20 A. I do not see a breakdown on Exhibit 13.

21 Q. So it's impossible to know from Exhibit 13 if any of his
22 bill is attributable to the foreclosure, right?

23 A. I would say no, that is not true. This is his bill in its
24 entirety.

25 Q. What on Exhibit 13 indicates that there are any services

1 performed in connection with the foreclosure?

2 A. It's a matter of deduction. That is his entire bill for
3 all services rendered. And he has -- I have testified that he
4 has rendered services on the foreclosure.

5 THE COURT: Mr. Reed, it's very important that you
6 listen carefully to the question that's asked of you, and that
7 you answer the question that Ms. Hager puts to you.

8 Her question specifically is whether there's anything
9 on Exhibit 13 which indicates that Mr. Walters spent any time
10 on the foreclosure. That's the substance of her question.

11 Can you tell me whether there's anything on Exhibit 13
12 that would indicate whether he spent time on the foreclosure
13 action?

14 THE WITNESS: Exhibit 13 --

15 THE COURT: That's a yes or no.

16 THE WITNESS: With the affidavit or not? Or the
17 declaration?

18 THE COURT: The only thing you have right now is the
19 document that is in front of you.

20 THE WITNESS: No.

21 THE COURT: 13-A is going to be --

22 THE WITNESS: The bill itself for Mr. Walters, no.

23 THE COURT: Yes. It's a really simple question.

24 THE WITNESS: I'm nervous, Judged.

25 Q. So what can be gathered from Exhibit 13 is that you

1 incurred a bill with Mr. Walters' office and you didn't pay it,
2 isn't that correct?

3 A. That is correct.

4 Q. And because you didn't pay it, there's interest due,
5 correct?

6 A. Yes.

7 Q. Could you please turn to Exhibit 14. You testified that
8 Ms. Campbell handled an argument in the foreclosure case, is
9 that right?

10 A. Yes.

11 Q. In looking at Exhibit 14, it's impossible to know how
12 much, if any, of the bill is attributable to the foreclosure,
13 isn't it?

14 A. She did no other work for me.

15 Q. It's impossible to know which services were performed,
16 isn't that right?

17 A. She provided one service; she went and argued the
18 foreclosure at the hearing.

19 Q. Where on Exhibit 14 does it indicate what services she
20 provided?

21 A. I do not see a description of it.

22 Q. If you could turn to Exhibit 15. You testified that the
23 information in this e-mail indicates a bill for services in
24 connection with the foreclosure, is that right?

25 A. Yes.

1 Q. Isn't it impossible to know from a review of Exhibit 15
2 what services were performed?

3 A. Services were performed? Isn't it legal services for the
4 foreclosure matter?

5 Q. Can you show me anywhere on Exhibit 15 where it indicates
6 which services were performed?

7 A. I don't -- what services does a lawyer provide on a
8 foreclosure mat --

9 THE COURT: Mr. Reed, don't argue, okay. Just answer
10 the question.

11 Q. Isn't it impossible to know from a review of Exhibit 15
12 who performed the services and when?

13 A. Who performed and when? I couldn't tell you which lawyer
14 performed services from this Exhibit.

15 Q. You testified that this bill is from the first lawyer who
16 represented you in the foreclosure, is that right?

17 A. I thought so.

18 Q. And was his name McCrink?

19 A. Yes.

20 Q. Isn't it impossible to know from a review of Exhibit 15
21 whether any of the amounts listed in the e-mail were incurred
22 in connection with the foreclosure matter?

23 A. It says it on the bill, or the document, foreclosure
24 matter.

25 Q. McCrink was your lawyer in the Jacobs v. Reed matter, is

1 that right?

2 A. Yes.

3 Q. And when was that matter pending?

4 A. It was 2008.

5 Q. And McCrink also represented you to some extent in your
6 law division case against GMAC Mortgage, is that right?

7 A. I do not recall him being involved in that.

8 Q. When you purchased 817 Matlack Drive, you took out a first
9 and a second mortgage, isn't that right?

10 A. Yes.

11 Q. If you could turn to what has been pre-marked as Exhibit
12 KK. Do you have that in front of you?

13 A. Yes.

14 Q. Do you recognize --

15 THE COURT: Just give me a second --

16 MS. HAGER: Oh, sure.

17 THE COURT: -- okay. Okay.

18 Q. Mr. Reed, do you recognize Exhibit KK?

19 A. I don't remember it, but I believe I saw it at our
20 deposition.

21 Q. If you could turn to page 2 of Exhibit KK and let me know
22 if that's your signature and your wife's signature?

23 A. I believe it is.

24 Q. And then if you turn to page 4, would you let me know if
25 that's your signature and your wife's signature?

1 A. It looks like mine.

2 Q. And your wife's?

3 A. She signs differently sometimes. I -- I don't want to
4 comment on her signature.

5 Q. What are these documents?

6 A. These are the -- these are the HUD documents, the
7 settlement documents.

8 Q. And so if you take a look at the first page of Exhibit KK,
9 you'll notice that the settlement date is May 31st, 2006?

10 A. Okay.

11 Q. Do you agree that that's the date that you purchased the
12 home?

13 A. It sounds -- it sounds right.

14 Q. And according to page 1 of Exhibit KK, the amount of your
15 first mortgage that you took out to buy the home was a million
16 dollars, is that right?

17 A. Yes.

18 Q. And page 1 also indicates that the contract price for the
19 purchase of the new home was 1,571,619 dollars, and that's on
20 line 101, do you see that?

21 A. Yes.

22 Q. And do you agree that that was the purchase price when you
23 bought the property?

24 A. I believe it was.

25 MR. HAGER: Your Honor, I'd like to move Exhibit KK

1 into evidence?

2 THE COURT: Any objection?

3 MR. REED: No, no.

4 THE COURT: Exhibit KK is in evidence.

5 MR. REED: No.

6 (HUD settlement document was hereby received into evidence as
7 Trust's Exhibit KK, as of this date.)

8 Q. If you turn to page 3, which is another HUD-1 settlement
9 statement, same date, May 31st, 2006, would you agree that it
10 indicates that there's a second mortgage in the amount of
11 414,000 dollars?

12 A. Yes.

13 Q. So, essentially, you borrowed in total 1,414,000 dollars
14 to purchase 817 Matlack, correct?

15 A. Which line are you looking at for the second?

16 Q. I'm sorry, that was line 202 on page 3.

17 A. Okay.

18 Q. So, Mr. Reed, the question is you paid 1,414,000
19 dollars -- excuse me. You took out 1,414,000 dollars' worth of
20 mortgages to purchase the property, is that correct?

21 A. I think so.

22 Q. Well, looking at the documents --

23 A. Yes, I believe that's real.

24 THE COURT: May I ask a question, somebody can
25 enlighten me, Mr. Reed, if you can. On the first page, on line

1 204, it shows "Proceeds second mortgage 411,947 dollars," is
2 the difference between that and line 203 on the third page?

3 MS. HAGER: Sure. If I can ask another question on
4 the third page then --

5 THE COURT: Go ahead.

6 Q. Mr. Reed, did you pay any fees in connection with the
7 second mortgage?

8 A. I don't remember.

9 Q. If you take a look at page 4, line 1400, does it indicate
10 that there were any settlement charges associated with the
11 second mortgage?

12 A. I'm sorry, line --

13 Q. Sure, page 4, line 1400.

14 A. 4, line 14 --

15 THE COURT: It's the last line.

16 Q. It indicates total settlement charges of 2,453 dollars,
17 doesn't it?

18 A. I -- yes.

19 Q. Okay.

20 A. That's what that line indicates.

21 Q. I'm sorry?

22 A. Yes, that line 1400 settlement charges, page 4 of this
23 exhibit, seems to indicate 2,400 -- did you say 53 dollars,
24 yes.

25 Q. And then if you turn back to page 3, which is the first

1 page of the HUD-1 for the second mortgage, do you see at the
2 bottom in line 303, it indicates cash to borrower of 411,947
3 dollars, do you see where I am?

4 A. No, I'm sorry.

5 Q. All right. Line 303 on page 3 of the exhibit.

6 A. Page?

7 Q. Which is the very last line of page 3.

8 A. Page 3. Okay. 303, cash --

9 Q. Right. So line 303, which is the last line on page 1 of
10 the HUD-1 for the second mortgage, indicates cash to borrower
11 of 411,947 dollars, would you agree with that?

12 A. I guess so, yes. I would -- I guess. I mean, I didn't
13 take cash that day. I mean --

14 Q. Well, I'm just ask -- right. So you borrowed 414,000
15 dollars, the mortgage company subtracted out the settlement
16 charges, as you can see on lines 301 and 302, and arrived at
17 the total on line 303 of 411,947 dollars, would you agree with
18 that?

19 A. Okay, I'm sorry, say that -- say that again, I apologize.

20 Q. You took out a second mortgage for 414,000 dollars, didn't
21 you?

22 A. That's -- yes.

23 Q. Okay.

24 A. I think that's correct.

25 Q. And there were 2,453 dollars in settlement charges

1 associated with that, right?

2 A. It appears to be, yes.

3 Q. And those were paid at closing, right?

4 A. I believe so. Well, by this it indicates it, and I don't
5 have a reason to doubt it.

6 Q. So after the settlement charges were netted out, you were
7 left with a loan -- loan proceeds in the amount of 411,947
8 dollars, which were put towards the total purchase, is that
9 right?

10 A. Okay.

11 Q. Do you agree?

12 A. 411,947, yes, I think so, because it's a -- now it appears
13 on the front of the HUD-1.

14 Q. Right. So if you look at line 204 on the first page of
15 Exhibit KK, it carries over that amount from page 3. And you
16 can see the principal amount of the first was a million
17 dollars, and the proceeds from the second were 411,947 dollars,
18 do you agree with that?

19 A. Yes.

20 Q. Slightly more than a year after you purchased the
21 property, you put the property on the market, is that correct?

22 A. I did.

23 THE COURT: Does it indicate who the mortgagee for the
24 second mortgage is?

25 MS. HAGER: It does?

1 THE COURT: Does it? I'm asking a question.

2 MS. HAGER: Okay, sure. On page 3, which is the
3 second HUD-1 settlement statement --

4 THE COURT: Yes.

5 MS. HAGER: -- at the top box F, the name and address
6 of the lender.

7 THE COURT: Okay. This page just relates to the
8 second mortgage, is what you're telling me?

9 MS. HAGER: That's right, pages 1 and 2 are -- would
10 be the first, and 3 would be the second.

11 THE COURT: That's fine, thank you.

12 Q. So you listed the property at the end of 2007, is that
13 right?

14 A. Yes.

15 Q. Do you recall which month that was?

16 A. I -- fall. I'm pretty sure it was the fall.

17 Q. You don't recall the exact month of --

18 A. No, I think it was -- it was before -- I think it was
19 October. Just a minute, late September or October.

20 Q. Well, was it before or after the property went up for tax
21 sale?

22 A. I am unaware of the property going up for tax sale.

23 Q. When you first took out the first mortgage, did your
24 monthly payments include escrows for taxes and insurance?

25 A. I do not remember.

1 Q. Did there come a time when the servicer, GMAC Mortgage,
2 required you to include escrows for taxes and insurance with
3 your payment?

4 A. Again, I do not remember.

5 Q. You were informed by GMAC Mortgage that monthly payments
6 would need to include taxes and insurances starting in February
7 of 2008, is that right?

8 A. I don't -- I do not remember that.

9 Q. And you failed to pay the February 2008 payment because of
10 that increase, is that right?

11 A. I don't know why, if at all, the February payment didn't
12 happen. That's an issue between my wife and I.

13 Q. But you're the only one on the note, isn't that right?

14 A. I believe so.

15 Q. So in early 2008, you had the agreement of sale with the
16 Jacobses, right?

17 A. Yes.

18 Q. And you failed to pay the February 2008 payment because
19 you were anticipating settlement and that the loan would be
20 paid off, isn't that right?

21 A. I don't -- I -- I cannot answer that question. I've said
22 that before about the February payment. I've been consistent
23 about that.

24 Q. You defaulted on the second mortgage in early 2008 as
25 well, right?

1 A. I don't know about that.

2 Q. The reason you used the 400,000 dollars from Weaver to pay
3 off the second in a lump sum was that the mortgage company
4 agreed to accept a reduced payoff, isn't that right?

5 A. Can you -- can you say that question again?

6 Q. Sure. The reason that you used the 400,000 dollars that
7 you received from Mr. Weaver, to pay off the second mortgage in
8 a lump sum, was that the second mortgage company agreed to
9 accept a reduced payoff, correct?

10 A. The reason I paid -- I paid it was Mr. Weaver wanted it
11 so, and it happened to be during that process that they agreed
12 to take a lower sum.

13 Q. Why did they agree to take a lower sum?

14 A. I offered them a lower sum.

15 Q. Now, how -- the payoff was less than 200,000 dollars to
16 the second mortgage company, is that right?

17 A. I don't remember what it was. It was -- it may have been.

18 Q. You had the means to bring the first mortgage current
19 during that period of time, didn't you?

20 THE COURT: What period of time are you talking about?

21 Q. Excuse me, in 2008.

22 A. I can't recall how much cash I had or what the deficiency
23 was, to answer that question.

24 Q. You testified yesterday that you made the first payment of
25 3,000 dollars under an agreement that you worked out with GMAC

1 Mortgage after a face-to-face meeting, do you remember that
2 testimony?

3 A. I do.

4 Q. And you further testified that you did not make subsequent
5 payments under that agreement for two reasons. One, that GMAC
6 Mortgage didn't return an executed copy of the agreement; and
7 two, that GMAC Mortgage didn't provide you with a coupon book.
8 Do you remember that testimony?

9 A. I think I said a coupon book or statement.

10 MS. HAGER: Your Honor, based on the claimant's
11 testimony yesterday as to there being a requirement in the
12 forbearance agreement for GMAC Mortgage to return a
13 countersigned copy of the agreement and the requirement of GMAC
14 Mortgage to provide a coupon book or a statement, I'd like to
15 show Mr. Reed a copy of the forbearance agreement that he had
16 been discussing yesterday. It was omitted from the Borrower
17 Trust exhibit lists, because previously there hadn't been a
18 dispute as to its contents. The testimony yesterday is not an
19 accurate reflection of the terms, so the Borrower Trust
20 respectfully requests leave to question the claimant about the
21 document which was shown to Mr. Reed this morning before the
22 start of the trial.

23 THE COURT: Mr. Reed, do you have any objection?

24 MR. REED: I do, Your Honor. What was shown to me
25 this morning does -- first off, I don't -- as I testified, I

1 don't recall the terms other than an initial 3,000 dollars.
2 Secondly, I -- and this document doesn't even mention that
3 amount of money. Secondly, the physical form of what I thought
4 I remembered is nothing -- isn't the same at all. I don't know
5 what this document is. I don't know where it came from. I
6 haven't had an opportunity to have discovery on it. There's a
7 signature --

8 THE COURT: Mr. Reed, you opened the door with respect
9 to testimony about the modification agreement in your
10 testimony -- in your direct testimony.

11 Ms. Hager, are you going to be able to -- if Mr. Reed
12 does not provide testimony to authenticate the document, are
13 you going to be able to authenticate it through any other
14 witness?

15 MS. HAGER: Yes, Your Honor. I can make an offer of
16 proof that Ms. Delehey, when asked, will be able to
17 authenticate the documents as business records.

18 THE COURT: Okay. The objection is overruled. Mr.
19 Reed opened the door to the testimony about the modifi --
20 proposed modification agreement, because in his narrative
21 direct testimony yesterday, he testified specifically about the
22 proposed modification agreement and its terms.

23 MS. HAGER: Your Honor, I've previously showed Mr.
24 Reed copies and, as a technical matter, will be two exhibits
25 because one is signed and one is not.

1 THE COURT: Okay.

2 MS. HAGER: And I've pre-marked them Exhibits YY and
3 Exhibit ZZ.

4 THE COURT: Okay.

5 MS. HAGER: And if I may hand up copies --

6 THE COURT: Please, go ahead.

7 MS. HAGER: -- to your clerks.

8 BY MS. HAGER:

9 Q. Mr. Reed, do you have Exhibit ZZ there in front of you?

10 A. I do.

11 Q. Okay. Is that your signature on the document?

12 A. It appears to be.

13 Q. Is that your signature?

14 A. It looks like it. I don't have a reason to think it is
15 not.

16 Q. Okay. And what's the date next to your signature?

17 A. 8/8/08, oddly enough. August 8th, 2008.

18 Q. Do you remember signing this particular document?

19 A. I do not.

20 Q. If you could take a look at what I had showed you earlier,
21 which is marked as Exhibit YY. Can you tell me if you
22 recognize that document?

23 A. As I just said, I did not recognize this document.

24 Q. You're talking specifically about YY -- Exhibit YY?

25 A. Well, mostly, yes, about YY. This is not at all a form

1 that I recall that --

2 Q. Okay. Let's take a look at the document. The date on the
3 document is August 1st, 2008. Do you agree with me?

4 A. Okay.

5 Q. Do you agree with me that that's what the date is?

6 A. Yes. 8 -- there's a date on it, 8 -- August 1st.

7 Q. And the title of the document is a "foreclosure repayment
8 agreement". Do you agree with me that that's what the document
9 says?

10 THE COURT: It says it. Ask your next question.

11 A. Yes, yes; I'm sorry.

12 Q. And that it's addressed to you, Frank Reed, at 817 Matlack
13 Drive?

14 A. It is.

15 Q. Okay. You testified yesterday that your recollection was
16 you would need to make payments of 7,000 dollars a month. Do
17 you remember that?

18 A. I don't remember that. I thought it was 3,000 dollars and
19 I made a payment for 3,000 dollars.

20 Q. My apologies if I misstated what you had said yesterday.
21 Do you recall the terms of your forbearance agreement with GMAC
22 Mortgage?

23 A. The only recollection I had of it was the 3,000 dollars.
24 I wasn't sure how long that was to go on. I wasn't sure if it
25 was just the one month. I couldn't remember -- I couldn't

1 remember the contents of it.

2 Q. If you take a look at the document, Exhibit YY, it doesn't
3 state anywhere in that document, does it, that the servicer
4 would return an executed copy to you? Does it?

5 A. I --

6 (Pause)

7 THE COURT: You represent that it doesn't say that?

8 MS. HAGER: It doesn't say that.

9 THE COURT: All right. Let's move on.

10 Q. The forbearance agreement does not state that you would be
11 sent a coupon book or a statement. Does it?

12 A. This document does not.

13 Q. Okay. If you take a look at Exhibit MM, which was the
14 document that was marked yesterday; I think I gave it back to
15 you.

16 A. Okay. This was the e-mail exchange between yourself and
17 Mark Folweiler. You knew in September of 2008 that GMAC
18 Mortgage was not going to return a countersigned agreement to
19 you. Didn't you?

20 A. Say that again.

21 Q. You knew in September 2008 that GMAC Mortgage was not
22 going to return the countersigned agreement to you. Right?

23 A. I thought they were.

24 Q. Well, you received this e-mail from Mark Folweiler on
25 September 22nd, 2008, which is at the top of Exhibit MM, where

1 Mr. Folweiler says to you, "That is great news. And as far as
2 the docs are concerned, they never send them back."

3 So as of September 22nd, 2008, you knew you were not
4 getting countersigned documents back. Correct?

5 A. Oh. Okay. Oh, I see what you're saying. Yes.

6 Q. And you thought you were going to closing with Weaver in
7 September of 2008. Right?

8 A. That is correct.

9 Q. And you didn't make the September 2008 payment to GMAC
10 Mortgage because you expected the Weaver deal to close.
11 Correct?

12 A. In my memory, I thought there was still -- not -- I
13 thought there was something coming with his -- a schedule of
14 payments or a book. I can't tell you why I thought that. I
15 would be lying if I didn't tell you this.

16 Q. From the inception of your meeting with Mark Folweiler, it
17 was your intention to delay the foreclosure long enough to get
18 to the Weaver settlement. Isn't that right?

19 A. That was not -- that was not true. We filed a motion to
20 dismiss that was accurate under law, and I expected it to be
21 dismissed when heard. There was no -- I was not trying to
22 delay the foreclosure action because I was under the full and
23 firm belief that it would be ended.

24 Q. Well, if you turn to the last page of Exhibit MM, your
25 e-mail to Mr. Folweiler, you state that "the foreclosure law

1 firm was not notified of the agreement to temporarily stay the
2 foreclosure action for three to six months." Why did you want
3 the foreclosure action to be stayed?

4 A. Because I have to incur more legal fees.

5 Q. Well, if you had a motion pending, wouldn't you want that
6 to be heard and get the case over with?

7 A. And pay someone 2-, 3-, 4-, 5,000 more dollars in legal
8 fees for them to go and show and make the argument and we have
9 a payoff? I asked for a payoff from Zucker Goldberg.

10 Q. I'm going to ask you again. From the inception of your
11 meeting with Mr. Folweiler, it was your intention to delay the
12 foreclosure long enough to get the settlement with Mr. Weaver.
13 Wasn't it?

14 A. No.

15 Q. In your experience with real estate, why would a lender
16 agree to accept less than a hundred percent of the principal
17 that's due and owing?

18 A. If -- from a business perspective, if any of them would
19 want money in one lump sum instead of over time. It's like
20 selling a note; you take discounts to have it repaid.

21 Q. Isn't it because the property value doesn't fulfill --
22 doesn't fully satisfy their claim against the property?

23 A. I don't know what the motivation would be.

24 Q. How long have you been a real-estate investor?

25 A. I bought my first house in 1990.

1 Q. And you've owned multiple properties over the years. Is
2 that right?

3 A. Yes.

4 Q. And for these other properties, over time, were you paying
5 taxes and insurance?

6 A. Yes.

7 Q. Are you aware of any reason why you wouldn't have paid
8 taxes and insurance on the Matlack property?

9 A. No.

10 Q. You're presently in foreclosure with your current
11 servicer, 21st Mortgage Corporation. Is that correct?

12 A. Yes.

13 Q. If you could turn to Exhibit UU? Do you have that in
14 front of you? Do you have that in front of you, Mr. Reed?

15 A. Yes. Yes.

16 Q. Is that a copy of the complaint and foreclosure in the
17 21st Mortgage Corporation v. Frank Reed matter?

18 A. It appears to be.

19 Q. And you filed counterclaims in this matter. Didn't you?

20 A. I did.

21 Q. And can you turn to Exhibit VV?

22 A. Say that again.

23 Q. VV. Is Exhibit VV your answer and counterclaims in the
24 foreclosure matters between 21st Mortgage Corporation and
25 yourself?

1 A. I believe so. I mean, there's -- it's a long document. I
2 can't attest to every piece of it here, but it appears to be.

3 Q. Well, you filed the answer. Didn't you?

4 A. I understand that, but I don't know if this is the actual
5 copy of it, and I don't know if it is, but it appears to be.

6 Q. Why don't you take a minute and take a look at it; there's
7 signatures and time stamps. Let me know if there's any reason
8 you don't think this is your answer in the foreclosure case.

9 A. No, it appears to be.

10 MS. HAGER: Your Honor, I'd like to move in Exhibits
11 UU and VV.

12 THE COURT: Any objection, Mr. Reed?

13 THE WITNESS: No, Your Honor.

14 THE COURT: All right. UU and VV are in evidence.

15 (Complaint and foreclosure documents was hereby received into
16 evidence as Trust's Exhibit UU, as of this date.)

17 (Answers to counterclaim of Exhibit UU was hereby received into
18 evidence as Trust's Exhibit VV, as of this date.)

19 Q. Mr. Reed, in your counterclaim, you're seeking to have the
20 mortgage voided or otherwise declared unenforceable. Aren't
21 you?

22 (Pause)

23 A. I think that might be one of the --

24 Q. Well, let me do it this way. If you could look at your
25 counterclaim first count, the pages aren't numbered but if you

1 turn to page 8 of the exhibit.

2 A. 7, 8.

3 Q. Do you have page 8? Okay. If you look at the bottom in
4 the "wherefore" clause, paragraph (a) states "declaratory" --
5 let me back up.

6 A. Yes.

7 Q. "Wherefore, defendant seeks judgment against plaintiff as
8 follows: a) Declaratory and injunctive relief declaring the
9 mortgage void and unenforceable." Do you agree with me that
10 that is one of the forms of relief that you're seeking in the
11 foreclosure case with 21st Mortgage Corporation?

12 A. Yes.

13 Q. Do you agree with me that you have counterclaims for
14 negligence and breach of contract based on the acts of GMAC
15 Mortgage in the GMAC v. Reed case that you've asserted in the
16 21st Mortgage case?

17 A. I think -- I believe we've learned -- I've learned that
18 that's incorrectly asserted, that they belong here.

19 Q. And do you agree with me that you're seeking 3.9 million
20 dollars in damages in your counterclaim based on GMAC
21 Mortgage's actions in the first foreclosure?

22 A. At the time of filing, yes.

23 Q. Have you withdrawn this document from the court?

24 A. The intention is to modify it.

25 Q. Mr. Reed, could you take a look at what was pre-marked as

1 Exhibit X? Would you agree with me that this is the agreement
2 between you and your wife and Mr. Weaver?

3 A. Yes, it appears to be.

4 Q. And is that your signature and your wife's signature that
5 appear on the last page?

6 A. I reserve comment about my wife's signature, but it
7 appears to be mine.

8 Q. What is the date next to your signature?

9 A. 8/25/0 -- August 25th, 2008.

10 Q. And you recognize this document. Don't you?

11 A. I believe -- I believe it's -- I believe it's the contract
12 for sale.

13 Q. And Mr. Weaver agreed to pay you 1.8 million dollars for
14 the property. Is that correct?

15 A. That is correct.

16 MS. HAGER: Your Honor, I'd like to move in Exhibit X.

17 THE COURT: Any objection?

18 THE WITNESS: No, Your Honor. I'd like to stand for a
19 moment?

20 THE COURT: Yes. Exhibit X is in evidence.

21 (Sale agreement between Reed and Weaver was hereby received
22 into evidence as Trust's Exhibit X, as of this date.)

23 Q. Mr. Reed, if it's possible while you're standing, could
24 you take a look at Exhibit Y?

25 A. Um-hum. Exhibit Y.

1 Q. Yes.

2 A. Yes.

3 Q. And do you recognize that document?

4 A. Yes. This, I believe, is the addendum to the contract we
5 were just looking at.

6 Q. Is that your signature that appears on the bottom left?

7 A. Yes. It appears to be.

8 Q. And is that your wife's signature?

9 A. I believe. Again, not comment on her signature.

10 Q. And what's the date that the sellers signed the -- signed
11 the addendum?

12 A. October 22nd, 2008.

13 Q. As you stated, this is an addendum that relates to the
14 agreement with Mr. Weaver, which is Exhibit X. Am I right that
15 you had agreed to extend the settlement date a number of times
16 with Mr. Weaver?

17 A. Yes, that is correct.

18 Q. And this addendum, that is Exhibit Y, evidences one of
19 those times that you agreed to extend the settlement. Right?

20 A. Yes.

21 Q. And, in fact, the addendum, in paragraph 1, indicates that
22 the settlement would take place on Friday, November 21st, 2008.
23 Is that right?

24 A. Yes.

25 Q. Okay.

1 MS. HAGER: I'd like to move to admit Exhibit Y.

2 THE COURT: Any objection?

3 THE WITNESS: No, Your Honor.

4 THE COURT: All right. Exhibit Y is in evidence.

5 (Addendum to sale agreement between Reed and Weaver was hereby
6 received into evidence as Trust's Exhibit Y, as of this date.)

7 Q. If you could please take a look at Exhibit Z.

8 A. Yes.

9 Q. Exhibit Z is the lease agreement with option to purchase
10 between yourself and Mr. Cooper. Would you agree --

11 THE COURT: Could you say the exhibit again?

12 MS. HAGER: I'm sorry.

13 THE COURT: Which exhibit?

14 MS. HAGER: Z.

15 THE COURT: Z.

16 THE WITNESS: Zebra.

17 THE COURT: I misheard you. Just give me a second.

18 MS. HAGER: Sure.

19 THE COURT: Okay. I'm with you.

20 Q. Okay. This document, Exhibit Z, is the agreement between
21 yourself and Mr. Cooper. Is that right?

22 A. This is the agreement I referenced in yesterday's
23 testimony between Mr. Cooper and I that Mr. Cooper drafted and
24 presented to me.

25 Q. So you recognize this document. Right?

1 A. It appears to be the document I'm talking about, yes.

2 Q. Okay. And is that your signature on the second to the
3 last page?

4 A. Appears to be.

5 Q. Okay. And your wife did not sign this agreement. Is that
6 right?

7 A. That is correct.

8 Q. And this is the agreement that you referenced by which Mr.
9 Cooper would pay you 400,000 dollars for the option to move
10 into the property. Right?

11 A. That is correct.

12 Q. And Mr. Cooper further agreed to pay you 25,000 dollars a
13 month in rent. Isn't that right?

14 A. That is correct.

15 Q. Okay.

16 MS. HAGER: I'd like to move to admit Exhibit Z.

17 THE COURT: Any objection?

18 THE WITNESS: No, Your Honor.

19 THE COURT: All right. Exhibit Z is in evidence.

20 (Lease agreement between Reed and Cooper was hereby received
21 into evidence as Trust's Exhibit Z, as of this date.)

22 Q. If you could please take a look at Exhibit AA. Do you
23 recognize this document?

24 A. Yes, I do.

25 Q. What is this document?

1 A. Can you give me a moment? I -- there's something -- this
2 is this -- if you go back to -- please go back to Exhibit Z,
3 there's a blank of this and it's -- it is -- the language is
4 the same. It's an extension for the lease agreement with Mr.
5 Cooper. I'm just -- I've not -- I don't think I've ever seen a
6 signature on it or I can't remember seeing it on there.

7 Q. But you don't dispute, do you, that you entered into an
8 agreement to extend the lease agreement. Right?

9 A. No. No, I do not.

10 Q. And by virtue of this extension, which is Exhibit AA, you
11 had agreed to take the option from February 1st, 2009 until
12 August 1st, 2009. Correct?

13 A. That is correct.

14 Q. Okay.

15 MS. HAGER: I'd like to move the admission of Exhibit
16 AA.

17 THE COURT: Any objection?

18 THE WITNESS: No, Your Honor. I'm sorry; I forgot
19 that I'm the one who needs to object.

20 THE COURT: Exhibit AA is in evidence.

21 (Extension of lease agreement was hereby received into evidence
22 as Trust's Exhibit AA, as of this date.)

23 Q. So the purpose of the extension was to give Weaver more
24 time to purchase the property. Isn't that right?

25 A. Yes.

1 Q. And you had paid off the second mortgage by the time that
2 you agreed to the extension. Isn't that right?

3 A. That is correct.

4 Q. And you testified that paying off the second mortgage was
5 required by Mr. Weaver. Do you remember that testimony?

6 A. That is correct.

7 Q. There's no provision in Exhibit Z requiring you to pay off
8 the second mortgage. Is that right? And feel free to take a
9 look through Exhibit Z.

10 A. Exhibit Z. I don't remember. I think --

11 (Pause)

12 A. No, I don't see it in Z. I don't even -- I don't think --
13 I don't remember it being actually in there. So I'm not
14 surprised by that.

15 Q. If you could take a look at page 5 in the third paragraph,
16 there's a provision stating that Exhibit Z constitutes the
17 entire agreement between the parties. Would you agree with me?

18 A. I'm sorry.

19 Q. Page 5 --

20 A. Page 5.

21 Q. -- third paragraph.

22 A. Um-hum.

23 Q. There's a provision stating that Exhibit Z constitutes the
24 entire agreement between the parties. Do you agree with me?

25 A. Yes.

1 Q. You don't --

2 A. It says that -- it says that, yes.

3 Q. Right. It says that. And you don't have anything in
4 writing to show that Weaver required, and you agreed, to pay
5 off the second mortgage with the 400,000 dollar payment.

6 Right?

7 A. No. That actually happened orally -- I didn't think it
8 was in this document -- in a Bank of America lobby, at the time
9 of the money transfer.

10 Q. So it's your testimony that he verbally told you he
11 wouldn't pay you the 400,000 dollars unless you used it to pay
12 off the mortgage?

13 A. Yes. I had to do that. And I felt secure in doing that
14 because it was going towards the equity in -- you know, in the
15 house that I had title to. It wasn't --

16 Q. And I'm supposed to believe that Mr. Weaver would care
17 what you did with the 400,000 dollars?

18 THE COURT: It's argumentative. Ask another question.

19 Q. The only provision in Exhibit Z that addresses the 400,000
20 dollars is the eighth paragraph on page 1 of Exhibit Z. Is
21 that correct?

22 A. Eighth paragraph -- let me -- page 1?

23 Q. Yes.

24 A. One, two, three, four, five, six, seven, eight. I know
25 the rest of the document but I don't -- briefly scanning it

1 now, I don't see any other dollar amount that draws my
2 attention to it. And it looks like that's the only paragraph.

3 Q. Paragraph 8 on page 1 of Exhibit Z states that the 400,000
4 dollars was to be a deposit towards the purchase price.

5 Correct?

6 A. Okay. Let me read this again. Hold on a second.

7 (Pause)

8 A. Repeat that question.

9 Q. Sure. Paragraph 8 on page 1 of Exhibit Z states that the
10 400,000 dollars was to be a deposit towards the purchase price.

11 Correct?

12 A. Oh, wait a minute. This -- I got to remember this.

13 Q. Was --

14 THE COURT: The document says what it says. Ask your
15 next question.

16 A. Yeah, I thought it was --

17 THE COURT: Stop. Ask your next question.

18 Q. You didn't pay any taxes on the 400,000 dollars that you
19 received from Mr. Weaver. Is that right?

20 A. That is -- that's correct.

21 Q. Please take a look at Exhibit BB.

22 A. And I was advised not to by our accountant.

23 Q. Have you --

24 THE COURT: Mr. Reed. Just answer the questions
25 you're asked.

1 Q. Have you seen Exhibit BB before today?

2 A. BB? I'm -- I probably did. I don't recall -- I do not
3 remember the document. But by looking at it, I believe that I
4 did.

5 Q. So this document is the warrant of removal with regard
6 to -- excuse me -- with regard your matter against Mr. Cooper
7 for purposes of evicting him from 817 Matlack. You recall the
8 process of attempting to evict him from the house. Is that
9 right?

10 A. Yes.

11 Q. And according to this document, on the second page, do you
12 see where it indicates that Mr. Cooper was required to vacate
13 by September 8th, 2009?

14 A. I'm sorry. I'm on the second page. Where was it?

15 Q. Right. Second page towards the bottom. It says --

16 A. "Must vacate by September 2009", yes.

17 Q. September 8th, I think it is, 2009.

18 A. Um-hum.

19 Q. Do you recall Mr. Cooper leaving at -- around that time?

20 A. I believe he did vacate in September. I don't know. I
21 was in Virginia when that occurred, so I can't tell you when he
22 actually vacated.

23 MS. HAGER: I'd like to move to admit Exhibit BB.

24 THE COURT: Any objection? Mr. Reed, any objection?

25 MR. REED: No, Your Honor. I'm sorry.

1 THE COURT: All right. In evidence.

2 (Eviction Letter was hereby received into evidence as Trust's
3 Exhibit BB, as of this date.)

4 Q. Mr. Reed, you received discovery requests from the
5 Borrower Trust in this matter, correct?

6 A. I guess I did.

7 Q. Did you or didn't you?

8 A. I don't -- I don't remember what I received from them. I
9 was a little overwhelmed.

10 Q. Did you respond to any discovery request from the Borrower
11 Trust in connection with this litigation?

12 A. I don't recall. I -- the only thing I res -- I remember
13 is bringing documents to a deposition.

14 Q. Can you take a look at Exhibit OO?

15 A. Okay.

16 Q. Can you tell me if you remember receiving that document?

17 A. I do not remember.

18 Q. You've received e-mails from my office, haven't you?

19 A. You have -- I mean I have -- I have, yes.

20 Q. And if you take a look at Exhibit PP, do you recall
21 receiving that document from my office?

22 A. I don't remember. You very well may have sent it to me.

23 Q. And you've received documents from my office via overnight
24 mail as well. Is that right?

25 A. That is correct.

1 Q. Okay. And if you could take a look at Exhibit QQ. Do you
2 recall receiving that from my office?

3 A. QQ?

4 Q. Do you have it?

5 A. I don't have it.

6 MS. HAGER: If I may, Your Honor, I can show the
7 witness --

8 THE COURT: Yes, please.

9 MS. HAGER: -- my copy.

10 THE COURT: Go ahead.

11 Q. So the question is, do you remember receiving QQ?

12 A. I -- I don't remember.

13 Q. Do you recall me asking you to respond to written
14 discovery requests that we served on you?

15 A. I remember clearly at the deposition you said, did you
16 bring anything for me here, because I don't remember getting
17 anything from -- requests.

18 Q. So it's your testimony that you never responded to the
19 requests in Exhibit OO, PP or QQ. Is that right?

20 A. I did not. I think I misunderstood something. I remember
21 the judge saying something about the requests -- discovery
22 requests were going to be returnable after the hearing date.
23 If I have made a mistake in understanding what would be
24 returnable after the hearing date and -- versus other methods
25 of discovery and it's to my detriment, I don't -- I'm -- I have

1 no other excuse other than just saying that that's the source
2 of not responding to this.

3 MS. HAGER: In light of the admission that the
4 claimant didn't respond to Exhibit QQ, which are the requests
5 for admissions, I'd like to ask the Court to take judicial note
6 that, by operation of the Federal Rules of Civil Procedure,
7 that the admissions are deemed to be admitted because the
8 claimants failed to provide written responses within thirty
9 days of service. And for purposes of identification, Exhibit
10 OO --

11 THE COURT: I thought you said QQ. QQ is the RFAs.

12 MS. HAGER: Right. QQ is the RFAs, and I just don't
13 think I put in the titles of the other documents just for --

14 THE COURT: Okay.

15 MS. HAGER: -- reference.

16 OO is the request for the production of documents, and
17 Exhibit PP is the first set of interrogatories.

18 THE COURT: All right. With respect to QQ, the
19 request for admissions attached to the request for admissions
20 are an affidavit of service dated July 17, 2014, served via
21 e-mail and overnight mail. And the court will -- understands
22 the evidence that no response was made, and the effect provided
23 by the Federal Rules of Civil Procedures will be given to them.

24 MS. HAGER: Your Honor, I'd like to move to admit
25 Exhibits OO, PP and QQ.

1 THE COURT: Any objection, Mr. Reed?

2 MR. REED: No.

3 THE COURT: All right. OO, PP and QQ are in evidence.

4 (Request for Production of Documents was hereby received into
5 evidence as Trust's Exhibit OO, as of this date.)

6 (First set of interrogatories was hereby received into evidence
7 as Trust's Exhibits PP, as of this date.)

8 (Requests for Admissions were hereby received into evidence as
9 Trust's Exhibits QQ, as of this date.)

10 BY MS. HAGER:

11 Q. Mr. Reed, could you take a look at Exhibit R?

12 A. Yes.

13 Q. Okay. Have you seen that document before today?

14 A. I saw it at the deposition, and I believe I saw it prior.

15 Q. And this is a proposal to purchase by Scott and Tracy
16 Jacobs for your property at 817 Matlack. Is that correct?

17 A. That is correct.

18 Q. And what's the date on this proposal to purchase?

19 A. The date on the proposal to purchase. Oh, October 30th,
20 2007.

21 Q. And the proposal to purchase indicates that the Jacobses
22 were offering you 1.9 million dollars. Is that right?

23 A. Yes.

24 THE COURT: You have to speak up, Mr. Reed.

25 THE WITNESS: I'm sorry.

1 A. Yes.

2 Q. Now, eventually, as you discussed at length yesterday, the
3 Jacobses made a higher offer of 2,040,000 dollars, which you
4 and your wife accepted, right?

5 A. Yes.

6 Q. What was the listing price on October 30th, 2007?

7 A. I cannot tell you an exact number. I believe in excess of
8 2.1 million dollars.

9 Q. And ultimately, you failed to close on the Jacobs
10 transaction because the Jacobses' loan with Commerce Bank was
11 denied. Is that right?

12 A. That is correct.

13 Q. And when was that that the Jacobses informed you that they
14 were not going to close?

15 A. I believe it was very early Jan -- maybe January of 2008.

16 Q. And is it your recollection that the appraisal that was
17 obtained by Commerce came in below the agreed-upon sales price?

18 A. Is it my recollection that -- yes, yes.

19 MS. HAGER: I'd like to move to admit Exhibit R.

20 THE COURT: Any objection, Mr. Reed?

21 MS. HAGER: I'm sorry. Was there an objection?

22 THE COURT: I'm waiting for him to respond.

23 R. It's the proposal --

24 MR. REED: I don't have I if I have an R.

25 MS. HAGER: You just --

1 THE COURT: You do. You just looked at it. It's the
2 Jacobs proposal of the purchase from October 30th, '07.

3 MR. REED: Oh, yeah. Yeah, no objection.

4 THE COURT: So -- all right. Exhibit R is in
5 evidence.

6 (Jacobs purchase proposal was hereby received into evidence as
7 Trust's Exhibit R, as of this date.)

8 Q. Mr. Reed, could you please take a look at Exhibit U?

9 A. U.

10 Q. Do you have that document?

11 A. Yes.

12 Q. Okay. Exhibit U is a letter dated January 7th, 2008, from
13 a Mr. Hobatter (ph.) to Rudy Gruenberg (ph.). Have you ever
14 seen this document before today?

15 A. I do not remember seeing this document, but it reflects --
16 it reflects facts that I believe are correct.

17 Q. And was Mr. Gruenberg your lawyer in connection with the
18 Jacobs transaction?

19 A. Yes.

20 Q. Now, you didn't agree with the appraised value that was
21 supplied by Mr. Jones, who was the appraiser for Commerce Bank.
22 Is that correct?

23 A. That is correct.

24 Q. Because his appraisal came in at 1.95 million, which was
25 less than the 2,040,000 that you had agreed to sell the

1 property for. Is that right?

2 A. That is correct.

3 Q. Okay. Could you take a look at Exhibit O?

4 A. You talked yesterday about two different offers from the
5 Roccisanos. Do you recall that testimony?

6 A. Yes.

7 Q. And there was one offer that came in at 1.3 million and
8 then a second that came in at 1.45 million. Do you remember
9 that?

10 And I can show you documents if you need to see them.

11 A. Yeah. Do you say 135?

12 Q. 1.3 was the first --

13 A. 1.3 --

14 Q. -- and 1.45 was the second.

15 A. I believe that is correct.

16 Q. Okay. What was the listing price when you received the
17 first offer from the Roccisanos?

18 A. I don't remember.

19 Q. Well, if you could open up Exhibit O. Would you agree
20 that the first offer from the Roccisanos was in March of 2010?

21 A. Yes, yes.

22 Q. Okay. So if you turn to page 8 of Exhibit O.

23 (Pause)

24 Q. You have page 8 now?

25 A. I am. Thank you for your patience.

1 Q. Oh, no problem. So the entirety of Exhibit O, actually,
2 you've seen before, haven't you?

3 A. I believe I saw this at the Carter -- this was at the
4 Carter -- oh, no -- yes -- no -- yes.

5 THE COURT: It's marked as an exhibit in your
6 deposition, Mr. Reed.

7 MR. REED: Yeah, mine as well. I see that, Your
8 Honor. And it's obviously in the Carter deposition as well.

9 THE COURT: Right.

10 Q. And looking at page 8, do you know what that document is?

11 A. It's an MLS listing.

12 Q. What's an MLS listing?

13 A. Multiple Listing Service. It's where realtors list the
14 houses for sale.

15 THE COURT: Mr. Reed, you got to point --

16 THE WITNESS: Okay.

17 THE COURT: -- yourself to the microphone.

18 THE WITNESS: Sorry about that.

19 THE COURT: I just want to be sure we have a clear
20 transcript, okay?

21 THE WITNESS: No problem. Yes.

22 THE COURT: You can stand. I have no problem about
23 that.

24 THE WITNESS: I forgot.

25 THE COURT: That's okay. Go ahead.

1 Q. And when we went through the entirety of Exhibit O at both
2 Ms. Carter's deposition and your deposition, do you recall that
3 we noticed that the listing price was continuously decreased
4 throughout the duration of the time that the property was on
5 the market?

6 A. That is correct.

7 Q. Now, you're familiar, generally, with MLS printouts,
8 right?

9 A. Generally, yes.

10 Q. Now, on page 8, you see at the bottom where -- the very
11 bottom where it says "created 5/7/2010"?

12 A. I -- I must be on the wrong page.

13 Q. This is the particular page that has some handwriting at
14 the top, and the print's a little smaller than on the other
15 pages.

16 A. Oh, I'm sorry. Right. Okay. Yes.

17 Q. You have that? Okay.

18 A. Is this the one?

19 Q. Yes.

20 A. Okay.

21 Q. Do you see at the very bottom where it says "created May
22 7th, 2010"?

23 A. Yes.

24 Q. And at the top in the right-hand side, there's a price of
25 1,690,000. Do you see that?

1 A. Yes.

2 Q. And does that mean that that's the listing price as of May
3 7th, 2010?

4 A. I was unsure of that from the Carter deposition, because I
5 don't know enough what the word "created" means. It appears
6 that it may be. I don't know.

7 Q. Do you have any recollection of what the listing price was
8 on May 7th, 2010?

9 A. If you give me a moment, let me see if I can -- 2010,
10 May -- I remember back -- Roccisanos' offer -- no, but it
11 continually went down. So I don't know what it was at that
12 time.

13 Q. Okay. If you turn the page just to the next page --

14 A. Um-hum.

15 Q. -- there's another MLS listing printout. And do you
16 notice at the bottom, it says "created June 15th, 2010"?

17 A. June 15th? Yes.

18 Q. And at the top, in the right-hand corner, it indicates
19 that the listing price is 1,595,000. Do you see that?

20 A. Yes.

21 Q. Do you recall reducing the list price in the middle of
22 2010?

23 A. I don't recall it. But as I testified, I ordered the
24 successive reductions.

25 Q. Did you reduce the price -- excuse me. Did you reduce the

1 list price after the Roccisanos made the 1.3-million-dollar
2 offer to try and get them to come up?

3 A. I don't -- I do not recall specifically targeting a
4 customer with a list price reduction. A list price reduction
5 would be in the hopes to encourage any or all customers. I
6 mean, it was -- if it brings in the one that walked in the door
7 before, I'm well open to it.

8 MS. HAGER: I'd like to move to admit Exhibit O.

9 THE COURT: Any objection?

10 MR. REED: No, Your Honor.

11 THE COURT: All right. Exhibit O is in evidence.

12 (MLS listings for property were hereby received into evidence
13 as Trust's Exhibit O, as of this date.)

14 THE COURT: Where are you moving in your examination
15 now?

16 MS. HAGER: I have some questions to finish up on the
17 Roccisanos. Twenty minutes, fifteen --

18 MR. REED: Your Honor --

19 MS. HAGER: -- minutes.

20 THE COURT: Let's take our lunch recess now and
21 resume. It's 12:31 on my watch. We'll resume at 2 o'clock.

22 Do you have an estimate of how long you think you'll
23 be in cross-examination?

24 MS. HAGER: No, I -- maybe a half an hour.

25 THE COURT: Okay.

1 MS. HAGER: But I don't even think that.

2 THE COURT: All right. And then, you're going to call
3 Ms. Delehey?

4 MS. HAGER: Yes, that's right.

5 THE COURT: Okay.

6 Do you have a question, Mr. Reed?

7 MR. REED: Is U in evidence? I don't remember --

8 THE COURT: I'm sorry, which --

9 MS. HAGER: I didn't --

10 THE COURT: -- exhibit? No, it was not --

11 MS. HAGER: I didn't move Exhibit U --

12 THE COURT: -- introduced in evidence. It was not
13 offered.

14 Okay. We're in recess until 2 o'clock. Thank you.

15 (Recess from 12:31 p.m. until 2:03 p.m.)

16 THE COURT: Okay, everybody, please be seated.

17 Court's back in session; it's Residential Capital, 12-12020;
18 it's a continuation of the evidentiary hearing regarding the
19 Reeds' claims.

20 Ms. Hager, you want to continue with your cross-
21 examination?

22 MS. HAGER: Yes, thank you, Your Honor.

23 CROSS-EXAMINATION (RESUMED)

24 BY MS. HAGER:

25 Q. Before break, Mr. Reed, we were talking about the

1 Roccisanos. Now, the Roccisanos put in an agreement of sale
2 that you all were negotiating, is that right?

3 THE COURT: I don't understand your question.

4 MS. HAGER: Sure.

5 Q. Well, we had talked before break about two offers that
6 were made by the Roccisanos; one was for 1.3 million. They
7 then increased that offer to 1.5 million. Did there come a
8 time when the Roccisanos put in an agreement of sale that was
9 being negotiated?

10 A. I believe they had a proposed agreement of sale.

11 Q. Could you take a look at Exhibit EE --

12 A. Um-hum.

13 Q. -- please? Do you recognize this document?

14 A. This is the e-mail you showed me at our deposition.

15 Q. So if you turn to the second page of EE, would you agree
16 that that's an e-mail from Kevin Aberant to you?

17 A. From -- yes.

18 Q. Do you recall receiving that e-mail from Mr. Aberant?

19 A. No.

20 Q. Who is Kevin Aberant?

21 A. Kevin Aberant is -- or was or -- the attorney for, I
22 think, the Roccisanos.

23 Q. And the whole document itself is actually then an e-mail
24 chain starting off from that first e-mail from Mr. Aberant to
25 you. Then there's a responsive e-mail from you back to

1 Mr. Aberant, and then some subsequent e-mails that you're not
2 copied on.

3 But the original e-mail is dated June 30th, 2010. At that
4 time were you negotiating an agreement of sale with the
5 Roccisanos?

6 A. I believe so. I think they made an offer in middle of
7 June, and they wanted us to look at a proposed agreement.

8 Q. And you had had some conversations with Mr. Aberant about
9 the terms of their proposed agreement, is that right?

10 A. I don't know if it was one conversation. I don't -- I
11 don't recall much of a conversation.

12 Q. In the e-mail from Aberant to Roccisano, which is July
13 1st, 2010, in the middle of the first page of Exhibit EE,
14 Aberant refers to a conversation with you in which you were
15 going to try and find some free time to go over some proposal
16 changes to the contract. Do you see where I am?

17 A. Yes.

18 Q. Now, he's referring to an agreement of sale, is that
19 right?

20 A. I believe so, yes.

21 Q. And ultimately the deal never evolved because the
22 Roccisanos moved away from New Jersey, is that right?

23 A. Yes, I believe that that is correct.

24 MS. HAGER: I'd like to move to admit Exhibit EE.

25 THE COURT: Any objection?

1 MR. REED: No, Your Honor.

2 THE COURT: All right, Exhibit EE's in evidence.

3 (E-mail chain beginning June 30, 2010, among Kevin Aberant,
4 Frank Reed and others was hereby received into evidence as
5 Trust's Exhibit EE, as of this date.)

6 Q. Do you still have your exhibits up there, specifically
7 Exhibit 7? And this is the notification from 21st Mortgage
8 Corporation.

9 A. Yes.

10 Q. Okay, this document which you had introduced as Exhibit 7
11 indicates, does it not, that you owe \$896,344.03 to bring the
12 mortgage account current as of July 11th, 2014? Do you agree?

13 A. Yes. That's why I brought it to you.

14 Q. And you have not brought the account current as of today,
15 have you?

16 A. I have not.

17 Q. Have you made any payments to 21st Mortgage Corporation?

18 A. I have not.

19 Q. And 21st Mortgage Corporation is paying your real-estate
20 taxes, right?

21 A. I do not know.

22 Q. 21st Mortgage is paying your homeowners' insurance, right?

23 A. I am unaware of that.

24 Q. Do you have homeowners' insurance?

25 A. I cannot answer that.

1 Q. Are you paying for homeowners' insurance?

2 A. I am not. I do not know what my wife is doing.

3 Q. While Mr. Weaver was living in the property, it wasn't
4 being shown, is that correct?

5 A. Part of the time Mr. Weaver/Cooper was living there, there
6 was showings; he agreed to them after he bounced checks to us.

7 Q. When was that?

8 A. It was after the second check.

9 (Pause)

10 A. It was early on. I mean, I -- I think it -- it was either
11 after the first or second check, which would have been in
12 February or March.

13 Q. So it's your testimony that in February or March there
14 were showings of the property?

15 THE COURT: Of which year?

16 THE WITNESS: What was that? 2009. 2009.

17 THE COURT: Okay.

18 Q. Were there showings of the property at that time,
19 February/March?

20 A. I was in Virginia. I don't know. I know that we got him
21 to give permission to do that so that I would wait for checks
22 to clear.

23 Q. You don't know whether any potential buyers ever came
24 through the property at that time, do you?

25 A. You know, I do not know. I don't remember, because I was

1 in Virginia.

2 Q. And specifically, you testified yesterday and earlier this
3 morning about a property right behind your house that had sold
4 during the time that Mr. Weaver was living in the property. Do
5 you remember that testimony?

6 A. I do.

7 Q. So you don't know, do you, whether those buyers ever came
8 through your property?

9 A. I cannot answer that.

10 Q. Could you take a look at Exhibit FF, please?

11 So this is an e-mail chain starting from Nina Singh to
12 Louise Carter, but then which is forwarded by Louise Carter to
13 you. Do you remember receiving this document?

14 A. Oh, yes. Yes. Um-hum.

15 Q. You've seen this before, right?

16 A. I have.

17 Q. And the date on the e-mail from Ms. Singh to Ms. Carter is
18 May 8th, 2011, would you agree?

19 A. I do.

20 Q. Okay. And you received it on May 9th, 2011, is that
21 right?

22 A. Yes, it looks -- yes. She forwarded it to me.

23 Q. Now, in 2011 the property was not on the market, is that
24 correct?

25 A. I believe that's correct. I think we -- I think -- I

1 think the -- as I said earlier, the agency didn't want to keep
2 it on the market.

3 Q. Well -- right. You've testified that it hadn't been on
4 the market since late 2010, right?

5 A. I believe -- yes.

6 Q. Now, you testified yesterday that the Singhs wanted issues
7 with the mortgage company to be resolved before entering into
8 an agreement; do you recall that testimony?

9 A. Yes.

10 Q. Now, the Singhs offered 1.1 million and you rejected that,
11 is that right?

12 A. I had no way to accept it, I think, as I put in my
13 testimony, that I was -- I was aware that it would not provide
14 clear title to the Singhs.

15 Q. And what the Singhs indicate in their communication to
16 Ms. Carter is that "We would like a full description of what
17 the legal dealings are with the bank and the seller, as this
18 may affect closing." Would you agree that that's what the
19 Singhs indicate to Ms. Carter?

20 A. Yes.

21 Q. And it doesn't say anywhere in the Singhs' e-mail that she
22 wanted issues with the mortgage company to be resolved before
23 she would enter into an agreement, right?

24 A. That was what Ms. Carter, their agent, told me.

25 MS. HAGER: I'd like to move Exhibit FF into evidence.

1 THE COURT: Any objection?

2 MR. REED: No, Your Honor.

3 THE COURT: All right, Exhibit FF is in evidence.

4 (E-mail chain forwarding May 8, 2011 e-mail from Nina Singh to
5 Louise Carter, to Frank Reed, was hereby received into evidence
6 as Trust's Exhibit FF, as of this date.)

7 Q. Mr. Reed, you talked briefly this morning about
8 interactions that you had with Mr. Tartamosa, Allied Mortgage;
9 do you recall that?

10 A. I do.

11 Q. Okay. You don't have any written applications to Allied
12 Mortgage, do you?

13 A. I do not.

14 Q. And you don't have any written approvals from Allied
15 Mortgage, is that correct?

16 A. That is correct.

17 Q. And there's no written evidence of the loan amount that
18 you allegedly applied for or were approved for, is that right?

19 A. That is correct.

20 Q. And there's no evidence of what interest rate you applied
21 for or were approved for, right?

22 A. That is correct.

23 Q. And there's no evidence of the amount of liens at the time
24 of the application, is that right?

25 A. "Time of application". The only evidence I would say to

1 that would be the contents of the foreclosure action itself,
2 which would indicate the liens as -- the lienholders on the
3 property as co-defendants to the property.

4 When you file a foreclosure action, you name the
5 subordinate lienholders and serve them as well, I believe. So
6 you would see a list of liens at that same time frame, at that
7 same period of time. You would see a second mortgage or a tax
8 lien or something like that. So the foreclosure complaint
9 itself, just like the one that was filed recently, would
10 list -- because they pull title and they --

11 Q. What --

12 A. -- and they file it with the --

13 Q. Sorry. Excuse me.

14 What loan amount did you apply for with Allied Mortgage?

15 A. With Allied, I asked them for a cash-out refi; it was -- I
16 understood it to be either an eight-percent LTV or a ninety-
17 percent LTV. I did -- I believe I sent them -- the fella the
18 appraisal that I had from TD Bank for two million forty, and he
19 orally got back to me and said they could -- they had those
20 options available for me. I didn't ask for the interest rates.
21 I didn't even ask what the closing costs were, because he
22 knew -- he said that the closing costs would come out of
23 settlement, which was typical practice at that time; I don't
24 know what it is now. And so there was -- I had asked was there
25 anything else that he needed from me, similar to my situation

1 with TD Bank, and he did not -- he said there was nothing more.

2 And again, the next time -- I think I had said in
3 depositions that I spoke to the gentleman; it was after the
4 foreclosure action, and I asked about exercising those options
5 and coming to closing. And he got back to me -- I think I
6 spoke to him -- I think it was a voicemail. And he got back to
7 me and then we played phone tag, and he told me that he would
8 check on it, that he thought it would be okay. And then I
9 think there was a voicemail that said that it was no -- it's
10 not going to -- it can't happen. And as I said in depositions,
11 the reason he cited was also the foreclosure action.

12 Q. You never actually got an approval from Allied Mortgage,
13 did you?

14 A. I did not get a written approval from Allied. I only have
15 what I said I had. I can produce no more than what occurred,
16 and I can only say what has occurred.

17 Q. Can you turn to Exhibit LL?

18 A. Um-hum.

19 Q. You're familiar with this document, is that right?

20 A. I am.

21 Q. So LL is an affidavit from Stuart Shilling, who's the vice
22 president of Allied Mortgage Group. And he gave an affidavit
23 in connection with your Law Division case. You're familiar
24 with the contents of this affidavit, is that correct?

25 A. I am. I am.

1 Q. And you're familiar with the fact that Mr. Shilling, under
2 oath, indicated that he conducted a search of all business
3 records of Allied Mortgage Group and found that Allied Mortgage
4 Group does not have any record, documentation or correspondence
5 relating to either Frank Reed or Christina Reed? You're aware
6 of that, right?

7 A. Yes; that's what the affidavit says.

8 Q. Right. And that he further spoke with the corporate
9 operations manager for Allied Mortgage Group and she confirmed
10 that there's no record of any documentation or correspondence
11 relating to either Frank Reed or Christina Reed in the computer
12 system for Allied Mortgage Group? You're aware of that, right?

13 A. I am.

14 Q. And then he goes on to say, "Consequently, Allied Mortgage
15 Group has no documentation or information supporting
16 Mr. Tartamosa's claim that Plaintiff sought financing from
17 Allied Mortgage Group at any time, including March 2008"?
18 You're aware of that, right?

19 A. Yes. Yes, I am.

20 Q. We discussed this previously.

21 A. Yes. Oh, absolutely. Absolutely.

22 MS. HAGER: I'd like to move Exhibit LL into evidence.

23 THE COURT: Mr. Reed, any objection?

24 MR. REED: No objection, Your Honor. It is what it
25 is.

1 THE COURT: Okay, it's in evidence.

2 (Affidavit from Stuart Shilling was hereby received into
3 evidence as Trust's Exhibit LL, as of this date.)

4 Q. Mr. Reed, with respect to TD Bank, you don't have any
5 written applications to TD Bank, is that correct?

6 A. That is correct. It was not the custom for us to do so.

7 Q. And you don't have any written approvals from TD Bank, is
8 that correct?

9 A. It was, again, also not the custom for them to do so with
10 me.

11 Q. And there's no written evidence of the particular loan
12 amount that you applied for or were approved for, correct?

13 A. No. As I said to you before, even with the loan that I
14 closed a week after the foreclosure with them on my rental
15 properties, there's no approval, there was no written
16 correspondence. Mr. Curley established the loans, I walked in,
17 settlement was set, I signed the documents, we walked out.

18 Q. And you don't have --

19 A. It's --

20 Q. Sorry. I'm sorry. Go ahead.

21 A. No, so I'm saying that even in June of that year, on the
22 rental properties -- the refi on the rental properties, which
23 you've seen, you -- there's no -- there's no evidence of that.

24 Q. So there's no written evidence of what interest rate you
25 applied for, correct?

1 A. No, and there wasn't on those.

2 Q. And there's no written evidence of the amount of cash out
3 that you were seeking, correct?

4 A. No.

5 Q. Is that correct?

6 A. Oh. Correct.

7 Q. There's no written evidence of when you applied with TD
8 Bank, correct?

9 A. The only written evidence that I tried to demonstrate to
10 the Court is the facial stamp of a -- of the -- on the
11 appraisal. I mean, that's -- that is the kind of stuff I would
12 get. I'm sorry to say, and I feel bad for myself and my wife,
13 but that's, I guess, the nature of what happened now. This
14 is -- there was no document trail till the very end when you
15 closed on the mortgages.

16 Q. What loan amount did you apply for?

17 A. As typical with Mr. Curley, I would ask for a high number,
18 whatever you can give me, Rob. In this case I was looking for,
19 just like with Mr. Tartamosa, an eighty- to ninety-percent LTV,
20 cash-out refi on the property, appraised value of two million
21 forty. What does that put it at? A million-eight, million-
22 seven-something. If it was -- if it was an eighty-percent,
23 it'll be a little different.

24 I would be open to Mr. Curley doing a different amount.

25 We -- he's done different amounts with different terms,

1 different dollar amount, lower interest rate, little shorter
2 payout, timed notes. It just was a matter of cash management.
3 I -- you know, I regret not doing it all in writing. I
4 would -- maybe in this day now where I use e-mail much more, I
5 would have a trail of it.

6 Q. Do you recall being deposed in June 2009 in connection
7 with the Jacobs v. Reed matter?

8 A. I do.

9 Q. Do you recall your testimony during that deposition that
10 the amount of the mortgage that you applied for was 250,000
11 dollars?

12 A. As I think I said to you, I don't remember if -- I didn't
13 think that was what was on the primary residence. I thought
14 that had to do with the rental properties. I -- as I also
15 said, it's a -- it would be a fluid thing. I needed X cash.
16 If he couldn't come up with full amount, then it would be fine.

17 MS. HAGER: Your Honor, can I just have one moment? I
18 want to --

19 THE COURT: Sure.

20 MS. HAGER: -- pull out --

21 THE COURT: Go ahead.

22 MS. HAGER: -- some deposition transcripts.

23 THE COURT: Yes, go ahead.

24 MS. HAGER: Your Honor, may I approach the witness --

25 THE COURT: Yes. Go ahead.

1 MS. HAGER: -- and the Court?

2 THE COURT: Thank you.

3 Q. Now, having just handed you a binder, Mr. Reed, there are
4 several deposition transcripts in there. If you could turn
5 specifically to the transcript from -- I think it's the first
6 exhibit in that binder, from the Jacobs v. Reed matter?

7 A. Um-hum.

8 Q. You have that? Is that the first tab --

9 A. I think so.

10 Q. -- in the -- okay.

11 A. Oh. Wait. I'm sorry.

12 Q. I think I have them in a different order --

13 A. Yes.

14 Q. -- in my book; that's why I'm --

15 A. The first one I have is Scott Jacobs --

16 Q. Right.

17 A. Um-hum.

18 Q. Okay. So if I could direct you to that deposition
19 transcript and, specifically, page 38, starting at line 15.

20 A. Um-hum. 38, 15.

21 Q. Let me know when you're there.

22 Did you find that page?

23 A. Okay.

24 Q. Okay. So Ms. Adelsberger, who was doing the questioning,
25 asked the following question:

1 "Q. Now, do you know why Commerce ordered a second appraisal?
2 In other words, was it because of the whole Jacobs-Reed
3 transaction, or was it because you were now applying for a
4 loan?

5 "A. I contacted Commerce; it could be within days, if I'm not
6 mistaken, of this withdrawal, because now, as I said to you,
7 I'm now carrying two homes and I'm not sure how long it's going
8 to take to resell the house, looking to refinance the house.

9 "Q. Refinance Matlack?

10 "A. Yeah. I think we were looking to refinance the second
11 mortgage because it was at a higher rate.

12 "Q. Do you remember what the rate was?

13 "A. No. As I said, it was variable. I just knew my wife was
14 getting a little upset by that, and she said, well, if you can
15 refinance it, maybe we'll stay here instead of going to
16 Virginia, sell Virginia. We wanted to see -- again, we were at
17 a family nexus, a career nexus, a family nexus in life, to see
18 where we were going to."

19 A. Um-hum.

20 "Q. So you decided to apply for a refinance and you believe it
21 was for the second mortgage?

22 "A. It was. Or if they --

23 "Q. Well, if it was for 250,000 dollars, accord" --

24 THE COURT: No, you misread that.

25 MS. HAGER: Sorry?

1 THE COURT: You misread that.

2 MS. HAGER: Oh, I'm sorry, Your Honor.

3 THE COURT: At line 12.

4 MS. HAGER: At line 12.

5 "Q. Well, it was for 250,000 dollars, according to the
6 documents. Does that help refresh your memory?

7 "A. Yeah. So it could have been -- it could have either been
8 for the second mortgage, because the second mortgage was a line
9 of credit; it could have been the amount that was on that at
10 that time, because that was variable, too; you take it in and
11 out. That would make sense.

12 "Q. Well, I'm not trying to convince you of that.

13 "A. No, that's what I said originally. I thought it was for
14 the second mortgage, and your statement about the dollar amount
15 would make that correct.

16 "Q. I'm going to trust that my fellow co-patriots here will
17 correct me if I say any of the numbers wrong. I think I'm
18 getting them all right.

19 "So you applied for that loan in January, is that correct?

20 "A. It would have been very much quickly after that."

21 Q. So with regard to that testimony and the testimony you've
22 given here today, which statement is true: that you were
23 applying for a 250,000-dollar mortgage to refinance the second,
24 or that you were applying for a cash-out refinance of both?

25 A. As I said, I would ask Mr. Curley what can we do. In the

1 first one, I probably asked 250-. I probably said, hey, Rob,
2 maybe I need 250-. But in a subsequent conversation, we talked
3 about more.

4 Q. You --

5 A. And I understand. Look, I don't have any evidence to it.
6 If you want to point to something else where I said a different
7 dollar amount or that I just don't have the dollar amount, I
8 don't, because it wasn't done until we sat down. I'd be
9 willing to take what he gave to me. He knew that. It was a
10 course of doing business with him.

11 Q. I think I should clarify something. The date of this
12 deposition that I'm reading from is June 29th, 2009, which is
13 well after the time frame that you say you were denied by TD
14 Bank. And you were under oath when you gave this testimony.
15 And my question is, which statement is true: that you applied
16 to TD Bank for 250,000 dollars to refinance the second
17 mortgage, which at the time was in default, or did you apply
18 for a loan, as you've testified today, for a cash-out refi in
19 some unknown amount to pay off both the first and the second?

20 A. It was an open question in Mr. Curley -- if you look at
21 line 23, "looking to refinance the house", I -- look, I'm not
22 trying to be deceptive or illusive. It -- can I -- even if the
23 judge admitted the letters, they don't have a dollar amount to
24 them. I don't know what to say about it. It --

25 Q. Okay, so if you could turn to page 42 of the same

1 transcript? Starting at line 14 --

2 A. Um-hum.

3 "Q. Do you remember when your loan was approved through
4 Commerce?

5 "A. It wasn't. It was not.

6 "Q. It was not?

7 "A. No.

8 "Q. And why not?

9 "A. The process kind of died. It wasn't disapproved. I never
10 got a disapproval letter. I think, between the conversation
11 with the realtor and my wife, and the showings, we were under
12 the impression that the house was just going to resell, so
13 what's the point? Again, my wife had said -- and the attorney
14 and the realtor were, like, well, what are you going to do that
15 for, you don't have to refinance, it's going to sell.

16 "Q. So you never did actually refinance?

17 "A. I did not, no.

18 "Q. Well, we wouldn't have known that, obviously.

19 "A. Again, I don't know.

20 "Q. You don't know what we know. Did you at any time actually
21 call the bank and just say forget the refinancing, or do you
22 remember what happened?

23 "A. No. They may have requested some more documents. And
24 then I didn't give them to them or -- I don't know; I just
25 don't remember. I may have said, listen, I need a little more

1 time to think about it or something like that. I can't
2 remember. It was just a nonissue because, again, we thought it
3 was just going to go through."

4 Q. So which is true, your testimony here in this case or the
5 testimony you gave in this deposition about whether or not the
6 loan to TD Bank was denied or the process just died?

7 A. The process was -- and in my testimony here I think is
8 consistent with it -- just was not relevant. And I didn't -- I
9 didn't pursue it. We started in January. We had our
10 conversations like we normally did. I did the same thing at
11 the same time with regard to my three rental properties and the
12 refi. We wound up doing the refi on the rental properties. I
13 didn't think that I needed to do anything with the cash-out
14 refi on TD Bank.

15 I have always said I'm not sure when I actually got back
16 with TD Bank, talked to them about cash-out on the house, and
17 then it became an issue with the foreclosure. But it's a
18 nonquantifiable damage. I don't -- I don't -- I don't know
19 even if it was -- the letters came in and everything, I don't
20 remember when it happened. I remember the conversation about
21 it. I remember I think there was a voice mail back about it.
22 But it -- but it wasn't until later that it became a poignant
23 thing; well, what happened on that issue?

24 Q. Mr. Reed, you've testified in this case and put in
25 pleadings in this case that indicate that TD Bank denied you

1 for a loan because of the foreclosure. But in prior testimony,
2 you testified that the loan was for 250,000 dollars, only to
3 pay off the second, and it was not denied. Which one of those
4 is true?

5 A. The problem with that is it is not a just simple one
6 application. That's why there's no application. It's about
7 getting money out of the property. What program, what thing,
8 what time? And that's -- I don't know how else to answer it.
9 The only thing that happened is when we came back to it, to the
10 question, TD would not, you know, do it. And the reason they
11 wouldn't do it was because of that. They did the rentals; they
12 wouldn't do that one. I don't know what more to say about
13 that.

14 Q. Okay

15 MS. HAGER: I don't have anything further.

16 THE COURT: How much did you refinance your rental
17 properties with TD Bank for?

18 MR. REED: Almost 700,000; it was a cash-out refi. A
19 couple weeks after the foreclosure. They just wouldn't touch
20 the house.

21 THE COURT: Let me just -- when you say "a cash-out
22 refi", it replaced the existing financing?

23 MR. REED: Yes.

24 THE COURT: Did you take any cash out above that?

25 MR. REED: I don't remember what it was, Your Honor,

1 but yes. It wasn't a lot, but --

2 THE COURT: No, I'm just trying to understand. So it
3 was after your efforts to do a refinance on this property --

4 MR. REED: They occurred simultaneously.

5 THE COURT: Okay.

6 MR. REED: And one was kind of tabled, more -- I think
7 Rob said it was going to be more expensive: I don't know
8 exactly the amount you're going to be able to get, you know --
9 you know -- you know, what do you want me to push for, anything
10 in particular? I said just do the rental properties; get
11 that -- put that in the bag.

12 THE COURT: Okay, I'm just trying -- just the last --
13 I asked this question already, but let me - I want to be sure I
14 understand it. When you refinanced the rental properties, was
15 there any cash-out? I know you said you couldn't remember the
16 amount. When I say "cash-out", above the amount that you were
17 refinancing?

18 MR. REED: Yes.

19 THE COURT: Okay. And do you know, were those
20 properties cash flow positive after you refinanced? In other
21 words, was your -- you were -- they were rented --

22 MR. REED: Yes. I rented them for fifteen years to an
23 organization.

24 THE COURT: And after the refinance, were you still
25 cash flow positive with respect to the rental properties?

1 MR. REED: I believe so.

2 THE COURT: Okay.

3 MR. REED: I believe so. I think we took them -- it
4 was just an interest rate change and -- but the difference was
5 that they wouldn't touch my property because of the issue with
6 it.

7 THE COURT: Let me -- you're finished with your
8 questions, Ms. Hager?

9 MS. HAGER: Yes, Your Honor.

10 THE COURT: All right.

11 So Mr. Reed, you have an opportunity for redirect
12 testimony. Again, you can do it in narrative form. But any
13 additional testimony you give has to be limited to those issues
14 or testimony that Ms. Hager elicited. You don't have to. But
15 I'm giving you the same chance that any other lawyer for a
16 witness would have -- for a party would have. So if there's
17 anything responsive to what Ms. Hager asked you about, now is
18 your opportunity to provide --

19 MR. REED: Okay.

20 THE COURT: -- that testimony.

21 MR. REED: I guess I would like to flip through her
22 exhibits, because that might quickly jog my memory.

23 THE COURT: Okay, go ahead.

24 MS. HAGER: Excuse me, Your Honor, just so that we
25 know. How much time does the plaintiff --

1 THE COURT: He's out of time. I'm giving him an
2 opportunity to do a brief --

3 MS. HAGER: Sure.

4 THE COURT: -- redirect testimony.

5 MS. HAGER: Okay, thank you.

6 MR. REED: Thank you, Your Honor, for being patient.

7 THE COURT: Okay.

8 MR. REED: And --

9 THE COURT: But let's -- we want to get done,
10 Mr. Reed, so --

11 (Pause)

12 THE COURT: While we're waiting for Mr. Reed to go
13 through the documents, Ms. Hager, yesterday you moved to strike
14 the testimony of Ms. Donati, and I said I would give you a
15 chance to file written papers on that. When will you be able
16 to do that? Do you still intend to move to strike her
17 testimony?

18 MS. HAGER: May I have just one moment?

19 THE COURT: Yes, you can.

20 Keep looking at your -- the exhibits, Mr. Reed.

21 MS. HAGER: Your Honor, we're not going to move to
22 strike her testimony.

23 THE COURT: All right. Thank you very much.

24 MS. HAGER: Thank you.

25 (Pause)

1 MR. REED: Your Honor, the only thing that's troubling
2 me at this moment is the document that was allowed into
3 evidence today.

4 THE COURT: Which? You have to give me an exhibit
5 number.

6 MR. REED: The foreclosure -- oh, Exhibit YY.

7 THE COURT: Okay. It's not in evidence yet. They
8 have to lay a foundation for it. You had objected to the
9 exhibit. Do you now recognize it?

10 MR. REED: No, I'm still having trouble with this.

11 THE COURT: Right. So it's marked for identification
12 and there was questioning of you about it. We'll see whether
13 it comes into evidence. As of now, it's not in evidence but is
14 there something you want to testify about on the subject?

15 MR. REED: I don't know if I did when I was being
16 questioned about it. The -- the physical agreement doesn't
17 look like what I recalled in my mind, as I said. And then the
18 other element that's striking to me is -- I mean, there are
19 things in here I don't recognize but -- is the dollar amount.
20 I tendered 3,000 dollars. It's on the record. I send it in at
21 the time. This doesn't even mention 3,000 dollars and I don't
22 understand how this could be even related to it. Why would I
23 write a check for 3,000 dollars and send it to them? It's why
24 I send it to them because that's what -- that was part of
25 whatever the agreement is. Is this an additional thing that I

1 never saw? Is this something that they had but then sent me
2 something different? I can't answer that. But that's
3 troubling to me.

4 THE COURT: Okay. Anything else you want to testify
5 about?

6 MR. REED: No.

7 THE COURT: All right. So you're excused. Why don't
8 you pick up your papers and head back to the counsel table.

9 MR. REED: Your Honor, would you mind if I go to the
10 restroom quickly?

11 THE COURT: Sure. Let's take a ten-minute recess and
12 then you'll call your -- well, let me ask, before you take the
13 break, you don't have any other witnesses to call, I take it.
14 It's now. It's not another day.

15 MR. REED: Yeah.

16 THE COURT: Okay.

17 MR. REED: No, there's no -- no one else on my list.

18 THE COURT: Okay. All right. And you've introduced
19 whatever exhibits you're going to offer, as I understand it?

20 MR. REED: That's what I -- that's what I have, Your
21 Honor.

22 THE COURT: Okay. So what I do at the end of each
23 party's case is I ask whether they rest. That means that they
24 put in all of the evidence that they intend to offer in support
25 of their case. That's what it means to rest. And so my

1 question to you, Mr. Reed, do you rest?

2 MR. REED: Again, I can only say something about what
3 she asked me about, right? If I missed something in my
4 original testimony.

5 THE COURT: Correct. Your redirect testimony --

6 MR. REED: Uh-hum.

7 THE COURT: -- is limited to what Ms. Hager has
8 inquired about. Is there something that you -- I'm not
9 necessarily going to listen to it but I want to -- is there
10 some other area as to which you want -- I tried to give you
11 some leeway because you're not a lawyer, Mr. Reed. I do that
12 for any pro se party. So is there a --

13 MR. REED: I've seen you do it, Your Honor.

14 THE COURT: Okay.

15 MR. REED: I understand.

16 THE COURT: Is there some other area that you didn't
17 testify about in your direct that you want to testify about
18 now?

19 MR. REED: I can't recall if I mentioned another house
20 in our neighborhood that -- that recently had a similar
21 situation and how it, in my -- you know, my perception of what
22 took place and how it affected the value and how the sales took
23 place. Two houses down from us, same builder, house had
24 issues, litigation issues. Finally, someone bought it for
25 900,000 dollars, investors who waited it out, bought it. Once

1 that was done, within a couple of months, I think it was, they
2 sold it for a million-three because there was no -- they could
3 put on there a firm closing date, close whenever you need to
4 close. It was, you know -- and to me it demonstrated exactly
5 the same kind of thing that I was going through when my
6 neighbor had the situation.

7 THE COURT: All right.

8 MR. REED: And Munoz (ph.) -- Sharon Munoz was the
9 name of the neighbor.

10 THE COURT: Ms. Hager, do you want to cross-examine
11 him on the subject?

12 MS. HAGER: No, Your Honor.

13 THE COURT: Okay. All right. You're excused, Mr.
14 Reed. So we're going to take a ten-minute recess. Get
15 yourself re-settled after the break. Get yourself re-settled
16 at the counsel table. We're going to start with your -- Mr.
17 Reed, you rest, correct?

18 MR. REED: Yes, I don't --

19 THE COURT: Okay.

20 MR. REED: -- believe there's anything more.

21 THE COURT: All right.

22 MS. HAGER: Your Honor?

23 THE COURT: Yes.

24 MS. HAGER: I was going to ask if he rested. In light
25 of the fact that he has, the Borrower Trust moves for judgment

1 on the findings.

2 THE COURT: Denied. I want to hear your case.

3 MS. HAGER: Okay. Just needed to make the motion.

4 Thank you, Your Honor.

5 THE COURT: That's fine. You made your motion and I
6 ruled.

7 (Recess from 2:48 p.m. until 3:04 p.m.)

8 THE COURT: All right. Please be seated. Okay.

9 Are you ready to call your first witness?

10 MS. HAGER: Yes, Your Honor. Before I do that, can I
11 move the admission of a few documents?

12 THE COURT: Yes, you can.

13 MS. HAGER: Exhibit G, which is the complaint for
14 foreclosure.

15 THE COURT: Hang on. I thought that's already in.

16 MS. HAGER: It is? I'm sorry. Maybe as an
17 attachment.

18 THE COURT: Perhaps. Okay. Mr. Reed, this is the
19 foreclosure complaint that was filed against you in state
20 court. Any objections?

21 MR. REED: Which one, Your Honor?

22 THE COURT: Well, it's not the amended complaint.
23 It's the complaint. It's the original -- it's the complaint.
24 It's the GMACM complaint against you.

25 MR. REED: Okay.

1 THE COURT: I think it's already in as another
2 exhibit.

3 MR. REED: I think it's under exhibit --

4 THE COURT: You have no objection?

5 MR. REED: No.

6 (GMACM foreclosure complaint was hereby received into evidence
7 as Trust's Exhibit G, as of this date.)

8 THE COURT: All right. It's in evidence.

9 MS. HAGER: Exhibit V which is Jacobses' motion for
10 summary judgment.

11 THE COURT: V as in Victor?

12 MS. HAGER: Yes.

13 MR. REED: I don't know how much that I might be able
14 to --

15 THE COURT: I'm sorry, I can't hear you.

16 MR. REED: I don't even know how to object to it, Your
17 Honor. I wouldn't know the contents of it to even --

18 THE COURT: Well, it was filed in the case that the
19 Jacobses filed against you and it has the official court stamp.
20 You know, it was served on your lawyer, Mr. McCrink and I could
21 grant judicial notice of it since this is an official court
22 pleading in a case in which you were a party. It's in
23 evidence. The Court's -- I'm taking it into evidence. The
24 Court could grant judicial notice to it.

25 (Jacobses' summary judgment motion was hereby received into

1 evidence as Trust's Exhibit V, as of this date.)

2 MS. HAGER: And lastly, Exhibit W which is the opinion
3 granting summary judgment in favor of the Jacobses in the
4 Jacobs v. Reed case.

5 MR. REED: If you would like to do the same with that,
6 Your Honor, if it has a court stamp?

7 THE COURT: Well, why don't you look at it, Mr. Reed?
8 I suspect you've seen it before.

9 MR. REED: Which one is this?

10 THE COURT: W.

11 MR. REED: W.

12 THE COURT: Mr. Reed?

13 MR. REED: Yeah, Your Honor. I don't remember it but
14 I can formulate no objection.

15 THE COURT: All right. It's in evidence.
16 (Opinion granting Jacobses' summary judgment was hereby
17 received into evidence as Trust's Exhibit W, as of this date.)

18 MS. HAGER: Thank you, Your Honor. The Borrower Trust
19 would like to call its first witness, Lauren Graham Delehey.

20 THE COURT: All right. Ms. Delehey, come on up. If
21 you would come up to the witness stand, raise your right hand.

22 (Witness sworn)

23 THE COURT: Please have a seat. I think you've been
24 in this courtroom a lot but never in the witness stand.

25 DIRECT EXAMINATION

1 BY MS. HAGER:

2 Q. Good afternoon, Ms. Delehey.

3 A. Good afternoon.

4 Q. Ms. Delehey, who is your employer?

5 A. ResCap Liquidating Trust.

6 THE COURT: Hang on.

7 THE WITNESS: I'm sorry.

8 THE COURT: You need to get a little closer to the
9 microphone, okay? We want to make sure we get your testimony
10 down.

11 Q. What's your business address?

12 A. 1100 Virginia Drive in Fort Washington, Pennsylvania.

13 Q. And what is your present job title?

14 A. I am chief litigation counsel for the ResCap Liquidating
15 Trust.

16 Q. And can you describe your responsibilities as chief
17 litigation counsel to the Liquidating Trust?

18 A. Yes, I manage litigation for the Liquidating Trust. I
19 manage litigated claims for the Liquidating Trust and all
20 through a cooperation agreement between the Liquidating Trust
21 and the Borrower Claims Trust. I assist in the reconciliation
22 of claims for the Borrower Claims Trust.

23 THE COURT: Hang on. Just stop.

24 THE WITNESS: I'm still not close enough? I'm sorry.

25 THE COURT: Okay.

1 A. Also through a cooperation agreement with the -- between
2 the Liquidating Trust and the Borrower Claims Trust, I assist
3 in the reconciliation of claims for the Borrower Claims Trust
4 and handle litigated claims for the Borrower Claims Trust.

5 Q. And how long have you held the position of chief
6 litigation counsel to the Liquidating Trust?

7 A. Since the formation of the Liquidating Trust when the
8 ResCap Chapter 11 plan was -- went effective in January of this
9 year.

10 Q. And what's the Liquidating Trust's role with respect to
11 the loan made to the Reeds?

12 A. The Liquidating Trust through this cooperation agreement
13 that I mentioned, with the Borrower Claims Trust, the
14 Liquidating Trust's records are available to the Borrower
15 Claims Trust and also our personnel are available to assist the
16 Borrower Claims Trust in retrieving and reviewing those
17 records.

18 Q. Who was your prior employer?

19 A. Residential Capital, LLC.

20 Q. And what was your job title with Residential Capital, LLC?

21 A. Most recently, I was also chief litigation counsel for
22 Residential Capital and I held that position from the time that
23 we turned over our servicing platform in the sales through the
24 bankruptcy in early 2013.

25 Q. And were your responsibilities as chief litigation counsel

1 at Residential Capital, LLC similar to your job function today?

2 A. Yes, very similar.

3 Q. Did you hold a prior position at Residential Capital?

4 A. Yes, I -- I've worked for Residential Capital since August
5 of 2011 as litigation counsel. In that role, it was slightly
6 different prior to the bankruptcy. I managed litigation for
7 ResCap, both class action litigation and also individual
8 litigation related to residential mortgages.

9 Q. And as litigation counsel for the Liquidating Trust, are
10 you generally familiar with the debtors business records and
11 how they're kept?

12 A. I am.

13 Q. Do you have access to GMAC Mortgage's records?

14 A. Yes.

15 Q. And do you have access to RFC's records?

16 A. Yes.

17 Q. And are you generally familiar with how those records are
18 kept?

19 A. Yes.

20 Q. What is the name of the computer program on which the
21 computers -- on which the records are kept?

22 A. We have several different computer programs that we've
23 retrieved records from. For example, we keep the servicing
24 records on a computer program called Fiserve or Loan Serve. We
25 maintain imaged records in a program called Looking Glass. We

1 maintain records of documents that have gone out to borrowers
2 in a program called XNet and XNet also sometimes contains items
3 that came back in from the borrower.

4 Q. And have you had the opportunity to review the origination
5 records on the Reed loan?

6 A. Yes.

7 Q. And have you had the opportunity to review the servicing
8 and collection records for the Reed loan?

9 A. Yes.

10 Q. And is the Reed loan presently being serviced by the
11 debtors?

12 A. No.

13 Q. I've left some exhibits up there for you and I think I
14 have them in order. If you could take a look at the first
15 exhibit, that should be Exhibit A --

16 A. Yes.

17 Q. -- which is the servicing notes.

18 A. Uh-hum.

19 Q. What information is contained in this document?

20 A. These are the servicing notes maintained by GMAC Mortgage.
21 They are a contemporaneous record of communications with the
22 borrower from the time that GMAC Mortgage took over the
23 servicing in June -- on June 27th of 2006. And GMAC's portion
24 of these go through the time that we relinquished servicing to
25 Ocwen on February 15th of 2013.

1 Q. Was this document printed from the debtors system of
2 record?

3 A. Yes, it was.

4 Q. And is this a business record that's kept in the ordinary
5 course?

6 A. Yes, it is.

7 Q. And were all of the notes made in this document up to
8 February 14th, 2013, made by GMAC Mortgage employees?

9 A. Yes.

10 Q. Was it GMAC Mortgage's regular practice to create and
11 maintain this document?

12 A. Yes.

13 MS. HAGER: Your Honor, I would like to move to admit
14 Exhibit A into evidence.

15 THE COURT: Mr. Reed?

16 MR. REED: I would object but I imagine it's not going
17 to --

18 THE COURT: What's your objection? You went to offer
19 a portion of it but that doesn't matter. But if you have an
20 objection, I'd like to know what it is.

21 MR. REED: My objection is about the redacted section.

22 THE COURT: Well, I was going to ask about the
23 redaction. Maybe -- before I rule, why don't you ask what the
24 redactions are. Just say --

25 MS. HAGER: Oh, ask --

1 THE COURT: Yeah, why don't you ask the witness.

2 MS. HAGER: Well, the redactions were made by my
3 office that were redactions for attorney-client privilege
4 because the document contains -- contained communications
5 between GMAC Mortgage and its foreclosure attorneys.

6 THE COURT: So --

7 THE WITNESS: I could talk about that a little bit.

8 THE COURT: Yeah, could you. Please.

9 THE WITNESS: I -- I don't have what was redacted in
10 front of me and I certainly don't recall what was redacted but
11 when -- we have a system called or we did have a system called
12 LPS Notes which was the system in which the servicing at GMAC
13 Mortgage communicated back and forth with its foreclosure
14 attorneys. And notes were placed in that system either by the
15 servicing group that the foreclosure attorneys could pull them
16 up and see them or vice versa. Notes that the foreclosure
17 attorneys placed into our LPS system would be uploaded and
18 entered in this automatically, into the servicing notes. So I
19 believe that's the source of what was redacted.

20 THE COURT: Well, somebody's physically stamped
21 redacted on certain pages. Could you -- the pages aren't
22 numbered, so -- well, the cover page says redacted. Could you
23 tell me -- do you have any idea what was redacted on the cover
24 page?

25 THE WITNESS: It was the Social Security number on the

1 top right was redacted but for the last four numbers.

2 THE COURT: Where are the last four numbers?

3 MS. HAGER: Top left.

4 THE COURT: Top left.

5 THE WITNESS: I'm sorry.

6 MS. HAGER: That's okay.

7 THE WITNESS: Top left.

8 THE COURT: All right.

9 MR. REED: Your Honor, I don't know if that's truly
10 the basis of the redaction. I mean, I --

11 THE COURT: It is. We have a policy in our court. We
12 don't want documents coming in with a borrower's Social
13 Security number.

14 MR. REED: Oh, no, I mean --

15 THE COURT: And so that --

16 MR. REED: -- I mean all of the --

17 THE COURT: Stop. So with respect to that first
18 redaction, that's consistent with our rules.

19 THE WITNESS: And --

20 THE COURT: It's intended to protect borrowers. But
21 let me just -- let me ask some more questions, Mr. Reed.

22 So go through to the next redacted entry. I think
23 it's with a date 5/19/2008.

24 THE WITNESS: Oh, I found -- oh, never mind.

25 THE COURT: You found something before then?

1 THE WITNESS: I'm sorry. No, I didn't. I'm sorry.

2 Yeah, I see that.

3 THE COURT: Do you know what that redaction is for?

4 THE WITNESS: I don't know what it said. However, if
5 you look at the second column at the front, it's labeled
6 transaction type. FOR is in that column and that -- that's an
7 indication of foreclosure notes. So it leads me to believe
8 that that would have been something that was either uploaded
9 for our foreclosure lawyers or from our foreclosure lawyers.

10 THE COURT: Everything with an FOR entry has been
11 updated -- uploaded for your foreclosure lawyers?

12 THE WITNESS: That's my understanding. Everything --

13 THE COURT: But not everything would be privileged.

14 THE WITNESS: No, and you'll see that below, like on,
15 you know, lower in 5/19 there are foreclosure notes that are
16 still in there and it's not necessarily -- I'm trying to see --
17 it's not necessarily that it would be -- everything in there
18 would be sort of privileged communications between attorneys
19 and the foreclosure group. It's just that when it says
20 foreclosure, it's that type of notes. It's notes relating to
21 the foreclosure.

22 THE COURT: So let me just understand where the
23 redaction is. The last column on that page that has the 5/19
24 date at the very bottom, there -- in the last column there are
25 some blank --

1 THE WITNESS: Yes.

2 THE COURT: -- lines. Is that where the redactions
3 have occurred?

4 THE WITNESS: Yes, it is.

5 THE COURT: If -- absent a redaction, should there be
6 entries in each of the blanks in the column --

7 THE WITNESS: Yes.

8 THE COURT: -- the last column? All right, Ms. Hager,
9 tell me what counsel -- who redacted this? Was it done by
10 counsel? Was it done by ResCap?

11 MS. HAGER: It was done by counsel in my office, Your
12 Honor.

13 THE COURT: And we're seeing the redaction on the
14 first page is of a Social Security number. Are all the other
15 redactions attorney-client privilege?

16 MS. HAGER: There is another on the first page, Your
17 Honor, that is to account number, just above the Social
18 Security number.

19 THE COURT: Yes.

20 MS. HAGER: And my understanding is that the remaining
21 were redacted due to attorney-client privilege, yes.

22 THE COURT: Did you provide a privilege log?

23 MS. HAGER: Your Honor, I beg your pardon?

24 THE COURT: Did you provide a privilege log?

25 MS. HAGER: We didn't but my colleague has just

1 informed me that the servicing notes were previously shown to
2 the Court in the September 15th and 16th evidentiary hearing,
3 an unredacted version.

4 THE COURT: Okay. I have -- one of my law clerks just
5 handed me a binder with supplemental September 15, 16
6 evidentiary hearing materials regarding proofs of claim by
7 Frank and Christina Reed. And it's provided for in camera
8 review and -- let me see if I can match some of this up.

9 (Pause)

10 THE COURT: The objection is overruled. Exhibit A is
11 in evidence.

12 (Servicing notes were hereby received into evidence as Trust's
13 Exhibit A, as of this date.)

14 MS. HAGER: Thank you, Your Honor.

15 BY MS. HAGER:

16 Q. Ms. Delehey, could you take a look at the next exhibit
17 that I have up there is your declaration which was already
18 admitted into evidence as Exhibit 9.

19 A. Yes.

20 Q. Do you have that? Okay. Do you recognize that document?

21 A. Yes, I do.

22 Q. And did you swear under oath that the information
23 contained in the declaration is true and correct?

24 A. I did.

25 Q. And do you still believe that it's accurate today?

1 A. I do.

2 Q. And did you submit a supplemental declaration?

3 A. I did.

4 Q. And could you take a look at that? That has been
5 previously admitted. It's marked as Exhibit 10.

6 A. Yes, I have it.

7 Q. Do you recognize that document?

8 A. Yes.

9 Q. And did you swear under oath that the information
10 contained in the supplemental declaration is true and correct?

11 A. Yes.

12 Q. And do you still believe that today?

13 A. Yes.

14 Q. Did Mr. and Mrs. Reed make all the payments as when due
15 under the note and mortgage?

16 A. No, they did not.

17 Q. And in what month and year did the loan become delinquent?

18 A. If you look at -- at the notes for --

19 THE COURT: Looking at Exhibit A? Servicing notes?

20 THE WITNESS: I'm sorry, yes. I'm on Exhibit A.

21 THE COURT: Okay.

22 A. And if you'll look at the notes for March 14th of 2008,
23 you'll --

24 THE COURT: Just bear me with a second. Okay?

25 THE WITNESS: Yup.

1 THE COURT: Okay.

2 A. Those indicate that the account is thirty days late at
3 that point and I'm sorry, could -- turn back, in fact, to the
4 previous page, the notes for February 21st, 2008, indicate that
5 there's a request for a pre-thirty contact letter. That means
6 a contact letter that would go out to the borrower letting them
7 know that their account is nearing thirty days delinquent.

8 THE COURT: Ms. Delehey, do the servicing notes
9 indicate when GMAC collected principal and interest payments --
10 do the servicing notes show to whom the payments were then
11 made? Because you collect on behalf of the noteholder and is
12 there anything in the servicing notes that would indicate to
13 whom payments were made from GMACM to the investor or
14 noteholder?

15 THE WITNESS: Not to my knowledge.

16 THE COURT: Okay. Go ahead.

17 Q. Ms. Delehey, could you take a look please at page 3 of
18 Exhibit A and can you explain the entry on October 18th, 2007?

19 A. Yes, that is a note from -- put in there by someone in
20 GMAC Mortgage's tax group. It indicates that they received a
21 report from Moorestown Township, New Jersey, indicating that
22 the taxes on this loan have been delinquent since the fourth
23 quarter of 2006 and that the mortgage was in tax sale. It
24 indicates also that there have been no taxes paid up until that
25 point in 2007.

1 THE COURT: Walk me through the notes, so that I
2 understand it.

3 THE WITNESS: Uh-hum.

4 THE COURT: Okay.

5 THE WITNESS: "Received" -- honestly, I don't know
6 what EOC means but --

7 THE COURT: Okay.

8 THE WITNESS: -- it's "received report from Moorestown
9 Township, New Jersey."

10 THE COURT: Right.

11 THE WITNESS: "Per Dorothy," who I believe was the
12 person who called or -- "delinquent '06" -- that's 2006,
13 "fourth quarter, was in tax sale" -- "was in tax sale on
14 October 11th, 2007."

15 Then it indicates the total redemption amount for that
16 2006 tax issue was \$1,892.44. Then it goes on to say --

17 THE COURT: What's "GT 10/26"?

18 THE WITNESS: I -- I am not sure what that means.

19 THE COURT: All right. Go ahead.

20 THE WITNESS: And it goes on to say on the next line,
21 "Also delinquent 2007" and it -- then it lists -- lists the
22 delinquencies, "February 2007, \$7,425.68, May 2007, \$7,425.68,
23 August, \$7,948.71." These seem to be notes on our -- our
24 principal and interest. It says, "A delinquency in November
25 2007, \$7,948.71." And it says, "Grand total for 2007 taxes,

1 \$32,683.61."

2 THE COURT: What does the "on a separate check" mean?

3 THE WITNESS: GMAC Mortgage had to redeem the tax
4 delinquency.

5 THE COURT: All right. So do I -- I understand from
6 the note that you've just read that GMAC advanced \$32,683.61 to
7 satisfy the delinquency.

8 THE WITNESS: That's correct. That amount plus the
9 \$1,892.44 from 2006.

10 THE COURT: Okay. Go on.

11 BY MS. HAGER:

12 Q. Prior to -- prior to the tax sale, did the monthly payment
13 include escrows for taxes and insurance?

14 A. It did not.

15 Q. And did the monthly payment subsequently include escrows
16 for taxes an insurance?

17 A. Yes, the notes -- the next -- the next notes that come up
18 and it looks like they're on November 6th of 2000- -- no, wait.
19 Oh, wait. I see. I'm sorry. At the very bottom of the
20 October 18th, 2007, it indicates that we changed the loan to
21 escrow and that would mean that from that point forward or from
22 a defined point forward, we were going to start paying the
23 taxes directly and the borrower would be obligated to pay the
24 taxes in escrow to us.

25 Q. And why was that change made?

1 A. Well, because when, for example, we get -- we have a
2 situation where the borrower's not making their taxes, exactly
3 this can happen. The property can be subject to a tax sale and
4 that would -- that threatens our collateral. So it's important
5 to us that the taxes be paid in a timely manner.

6 Q. Further down on page 3 of Exhibit A, can you explain the
7 entries on December 6th and December 12th, 2007?

8 A. Yeah, on December 6th, it indicates that we're going to
9 instead of starting immediately on the December 1st, 2007 and
10 January 1st, 2008 payments as escrow, we're going to instead
11 accept those payments as principal and interest only and start
12 the escrow payments on February 1st of 2008.

13 Q. Were any attempts made to contact the borrowers after the
14 February payment wasn't made?

15 A. Yes. When, in fact, you -- in fact, looking back, you can
16 see that we started because -- because we knew that the taxes
17 weren't being paid, we started to try to contact the borrower,
18 for example, on March 5th of 2007 in those -- that second
19 column where it says DMD, that means -- I believe it means
20 delinquency message for dialers but in essence what it is is
21 that when the servicing agents call a borrower, the phone
22 system automatically records in these notes, you know, that
23 there was a call and sort of the physical outcome of the call.

24 So you're seeing in early 2007, they tried to call. There
25 was no answer. In April 5th, 2007, they tried to call. There

1 was -- they left a message on the machine. After -- and that
2 kind of goes -- goes on. After the payment wasn't made in
3 February of 2008, you can see that we start with attempts on --
4 a number of attempts on "February 12, 2008, no answer. Left
5 message. No answer." I'm not sure what "par 3 connect" means
6 but, "Left message. Left message." Again, some attempts on
7 February 20th. Some attempts on February 25th.

8 And, in fact, as I was reviewing it last night, I went
9 through and did my best to count the number of attempts and by
10 my count, there were at least thirty attempts to contact the
11 Reeds between the time they stopped -- they didn't make the
12 payment in February of 2008 and January of 2009.

13 Q. Can you explain the note on April 20th?

14 MR. REED: What was the date? I'm sorry.

15 MS. HAGER: April 28, 2008.

16 THE COURT: 28? You said 20th, but --

17 MS. HAGER: Oh, I beg your pardon; 28th.

18 A. Yes, on April 28th of 2008, a HOPE NOW letter was sent to
19 the Reeds. HOPE NOW -- and this is noted in the notes. HOPE
20 NOW is a partnership between non-profit housing counselors and
21 the mortgage companies. GMAC is a member of that partnership
22 and it -- the purpose of it is to try to help borrowers stay
23 out of foreclosure.

24 Q. And did the Reeds contact GMAC Mortgage in response to the
25 April 2008 HOPE NOW letter?

1 A. No, they didn't.

2 Q. Was another -- excuse me, was another HOPE NOW letter
3 subsequently sent out?

4 A. Yes, in fact, it appears that letters were sent out on a
5 regular basis, basically monthly. So if you look on May 29th,
6 2008, one goes out and then on June 25th of 2008, one goes out
7 and then on July 23rd of 2008, one goes out. And I can see
8 when those go out because in the third column, it indicates
9 "HNOW" which means HOPE NOW.

10 Q. So is each of those letters an attempt to provide
11 assistance to a borrower?

12 A. Yes, it is.

13 Q. And can you explain the note on July 26th?

14 A. Yes, on July 26th, 2008, Mr. Reed attended a face-to-face
15 meeting with HOPE NOW representatives in Camden.

16 Q. Have Mr. Reed ever taken any action with GMAC Mortgage in
17 response to the May or June HOPE NOW letters?

18 A. No.

19 Q. Or did he ever take any action in response to the April
20 HOPE NOW letter?

21 A. No, there was no contact from him in response to any of
22 those letters or anything else during that time period.

23 Q. And can you explain the note on July 31st, 2008?

24 A. Yeah, when Mr. Reed met with the HOPE NOW representative
25 on July 26th, and I'm looking back up at the -- those notes, he

1 indicated that he had breached the contract in December of
2 2007, that he had his home on the market and thought that he
3 might be looking at a potential offer, that he didn't wish to
4 go further into foreclosure and he explained to the HOPE NOW
5 representative that he could afford to pay 7,000 dollars per
6 month for three months. He told the HOPE NOW representative
7 that he would send him a copy of the listing agreement.

8 And as a result of that interaction, the HOPE NOW
9 representative sort of referred -- they call it referring it to
10 the platform, meaning they referred it to servicing in a --
11 hoped to set up a stop gap agreement. So the note on July 31st
12 is -- is them forwarding the stop gap request to the servicing
13 group.

14 Let's see if it goes on. They're indicating what -- what
15 they're indicating in the referral is that they want to do a
16 plan with a 3,000 dollar down payment and 7,000 dollars due on
17 August 30th and September 30th until the house sells.

18 And then it looks like a GMAC representative spoke
19 directly with Mr. Reed about this stop gap on August 1st.

20 Q. And what does stop gap mean?

21 A. A stop gap is an arrangement that's designed to allow the
22 borrower time to get the -- get the mortgage -- the loan back
23 into compliance and avoid foreclosure.

24 THE COURT: What's the first entry on August 1st,
25 2008, "promise broken"?

1 THE WITNESS: The -- according to the conversations
2 that the borrower had with GMAC Mortgage, GMAC Mortgage's
3 expectation was that the borrower was going to fax the signed
4 agreement and deliver the 3,000 dollar down payment on August
5 1st. It didn't happen that way.

6 Q. Is a stop gap the same thing as a loan modification?

7 A. No, it's not the same thing. It's not -- it doesn't
8 change the terms of the loan or the -- the maturity date of the
9 loan or anything like that. It just -- it just allows the
10 borrower time to bring the loan back current. There aren't --
11 there aren't any sort of grace periods in it or anything like
12 that. It's just set up to get things done on an exact schedule
13 and if things are done on that exact schedule, then the
14 foreclosure is stalled. It's not -- we don't withdraw the
15 foreclosure or stop it but we'll hold off -- hold off on it,
16 while they -- while the borrower is making payments in
17 accordance with the strict agreement.

18 THE COURT: Let me ask you, on the entries for July
19 31st, 2008 --

20 THE WITNESS: Uh-hum.

21 THE COURT: -- so I see the "Please see e-mail
22 referencing this loan number for a stop gap plan with 3,000
23 down today via WUQC." Do you know what the WUQC is?

24 THE WITNESS: I do not. I don't know off the top of
25 my head.

1 THE COURT: And then it says, "7K" -- 7,000 -- "on
2 August 30th and September 30th until house sells."

3 THE WITNESS: Uh-hum.

4 THE COURT: Is it your understanding from this that
5 the Reeds were supposed to pay 7,000 dollars on August 30th and
6 September 30th in lieu of whatever regular mortgage payments
7 that were due?

8 THE WITNESS: Yes. And it really was -- in fact, if
9 you'll look one day forward on the notes that were reflecting
10 the actual conversation with the borrower, it's not just -- it
11 wasn't just until the house sells, it was that he was supposed
12 to pay the 3,000 dollars immediately and installment amounts of
13 7,000 dollars for six months.

14 And on that day when he talked with the GMAC
15 representatives, the notes indicate that they proposed to go
16 over the financials of it and essentially discuss, you know,
17 whether he could afford it, what kinds of resources he had but
18 that he indicated that because he was trying to sell the house,
19 he had no need to go over the financials. He just wanted time
20 for a sale that was in progress to get finalized.

21 THE COURT: Where do you see that?

22 THE WITNESS: Late in the -- towards the bottom of
23 the -- I'm sorry, August 1st notes it says, "Justification for
24 resolution chosen is able to provide listen agreement that
25 qualify for one month plan to give time for sale" -- I don't

1 know what SPO but they mean sale -- maybe it means sale
2 proposed or something like that -- "to get finalized."

3 Up towards the top, it indicate -- like the -- I guess
4 it's -- the first note that has -- that says note in the third
5 column, the last column says, "Ask customer about resources,
6 savings, 401(k), IRA, family, friends, church group. Customer
7 stated no resources available to reinstate the account." It
8 indicates that, "We advised of the terms and the payment
9 options, that there's no grace period in this agreement, late
10 fees and talked to him about credit implications and what a
11 potential future breach would mean for the foreclosure
12 process."

13 Then it -- further down it talks about that we took
14 the borrower's financials, that the deposit amount would be
15 3,000 dollars, that the installment amount would be 7,000
16 dollars, that the term of the plan would be six months.

17 And this note that says, "Surplus is 125 dollars," my
18 understanding is that means that if he made the -- all of the
19 required payments, the 3,000 and all of the 7,000 dollar
20 payments, he would have an excess of 125,000 dollars over what
21 was required to make up the total of what's due at this point.

22 THE COURT: Okay. Go ahead. Ms. Hager, go ahead.

23 MS. HAGER: Yes.

24 BY MS. HAGER:

25 Q. And was a forbearance agreement generated and sent to the

1 borrower?

2 A. It was.

3 Q. And can you take a look at what was marked as Exhibit YY?

4 A. Yes.

5 Q. Do you recognize that document?

6 A. Yes. This --

7 Q. Was --

8 A. I'm sorry.

9 Q. Was this a document that was printed from the debtors
10 system of record?

11 A. It was. This was -- this is called a foreclosure
12 repayment agreement. It would have -- it was faxed to the
13 borrower -- sent to the borrower after this conversation on
14 August 1st where all of the terms are laid out.

15 THE COURT: How do you know it was faxed to him on
16 August 1st?

17 THE WITNESS: Because it's dated August 1st up here.
18 And this is a letter that would be automatically generated by
19 the system based on the notes that the servicing representing
20 is entering into the system on August 1st.

21 Q. Is this a business record that's kept in the ordinary
22 course?

23 A. Yes, it is. This was pulled from our XNet system that
24 keeps copies of correspondence that goes out to borrowers.

25 Q. And was it GMAC Mortgage's regular practice to create and

1 maintain this document?

2 A. Yes.

3 MS. HAGER: Your Honor, I would like to move the
4 admission of Exhibit YY.

5 MR. REED: Your Honor, I object.

6 THE COURT: Overruled. Document -- Exhibit YY is in
7 evidence.

8 (Foreclosure Repayment Agreement was hereby received into
9 evidence as Trust's Exhibit YY, as of this date.)

10 Q. If you could turn to Exhibit ZZ.

11 A. Yes.

12 Q. Do you recognize this document?

13 A. I do. This is the last -- this is what is the same thing
14 as the last page of Exhibit YY, only this is the signature page
15 that Mr. Reed signed on August -- it looks like August 8th,
16 2008 and returned to GMAC Mortgage. And simultaneously or
17 almost simultaneously, he would have -- he returned the 3,000
18 payment -- down payment.

19 Q. And for our purposes today, was this document printed from
20 the debtors system of record?

21 A. Yes, this came out of our imaging system which is called
22 Looking Glass and that's the system that actually saves things
23 that we scan an image into the system. So when this came in
24 from Mr. Reed, we did countersign it and scan it into our
25 system.

1 Q. And is this a business record that's kept in the ordinary
2 course?

3 A. Yes, it is.

4 Q. Was it GMAC Mortgage's regular practice to create and
5 maintain this document?

6 A. Yes, it was.

7 Q. And it was GMAC Mortgage's practice to maintain the
8 signature page in its system of record, is that right?

9 A. Yes.

10 Q. Okay.

11 MS. HAGER: I'd like to move the admission of Exhibit
12 ZZ.

13 MR. REED: I object.

14 THE COURT: Overruled. Exhibit ZZ is in evidence.

15 (Signature page of Foreclosure Repayment Agreement was hereby
16 received into evidence as Trust's Exhibit ZZ, as of this date.)

17 THE COURT: Let me ask a couple of questions.

18 THE WITNESS: Uh-hum.

19 THE COURT: In the upper right portion of Exhibit ZZ
20 or -- is some handwriting. It looks like "Received 8/8/08."

21 THE WITNESS: Yes.

22 THE COURT: "Mailed from GMAC 8/4/08." Do you know
23 who that handwriting is?

24 THE WITNESS: I don't know but I would think that it
25 would be the person who scanned it into the system.

1 THE COURT: All right. And there is a completed
2 signature on the servicer line with a date of 9/4/08. Do you
3 know who that is?

4 THE WITNESS: I don't know the name and it's a little
5 hard to read but it should be -- it's a GMAC employee.

6 THE COURT: Do you know whether the countersigned
7 agreements or YY is the agreement and ZZ is the signature page,
8 it shows two signatures on it. Do you know whether a copy of
9 the fully signed agreement or at least of the signature page
10 was returned to the Reeds?

11 THE WITNESS: No, it wouldn't have been our practice
12 to do that.

13 THE COURT: Well, when I read the above the servicer
14 signature line, "Upon receipt of the signed agreement, we as
15 the servicer will also execute to indicate our concurrence with
16 this agreement." If a copy of it isn't mailed to the borrower
17 how are they supposed to know that GMAC has concurred with the
18 agreement?

19 THE WITNESS: Well, my understanding is that based on
20 the telephone conversations that they have, the terms of the
21 agreement are fully laid out in the telephone conversations,
22 the dates and all of the implications of not meeting those
23 dates.

24 If the borrower were to call and ask for a copy of YY,
25 after it was sent to them or ask for a copy of YY and ZZ after

1 we had it, we certainly would have sent it back to him but it
2 wasn't the regular practice of GMAC to mail those back.

3 So when we received the document and countersigned it
4 and put it into our system, we immediately stopped the
5 foreclosure efforts in the anticipation of receiving the
6 payments according to the agreement.

7 THE COURT: Okay, go ahead.

8 BY MS. HAGER:

9 Q. Does it state anywhere in Exhibit YY that statements or a
10 coupon book would be sent?

11 A. No, and I have no knowledge of any kind of coupons being
12 mailed out on any of the -- that type of item and it -- it
13 really wouldn't be a coupon situation because it's not changing
14 the terms of the loan. It's a very short-term thing. It's
15 just trying to help a person regain their compliance with the
16 loan.

17 Q. And can you explain the note on August 11th, 2008, the
18 last line of the notes on that date?

19 A. Where it says "Repaid plan late, phoned" or "Plan grace
20 extended"?

21 Q. Sorry, on the August 11th --

22 A. Oh, I'm sorry, I went to 13th.

23 Q. Right, August 11th, the last line, "Plan grace".

24 A. Yeah, as I said before, the expectation was when -- when
25 the GMAC representative spoke with Mr. Reed on the 1st, the

1 expectation was that the funds were to be immediately forwarded
2 to GMAC. Essentially, we would have expected to get them on
3 the 1st. That didn't happen, and so we followed up with a
4 phone call to say what's happening with that payment, we're
5 expecting that payment, can -- you know, basically, can we go
6 forward with this forbearance agreement.

7 THE COURT: When was the phone call?

8 THE WITNESS: August 13th.

9 THE COURT: Okay. And what is -- for the last August
10 11th entry, in the second column, the code RPE?

11 THE WITNESS: I -- I am not certain. Oh, but I'm
12 guessing now.

13 THE COURT: Don't guess. We don't want guesses.

14 THE WITNESS: Okay.

15 THE COURT: I can guess too.

16 THE WITNESS: But the note says "Plan grace extended
17 to August 18th", so we essentially said -- you know, we called
18 the next day and we said we haven't gotten this 3,000-dollar
19 payment, are you going to send it; we'll accept it up till
20 August 18th.

21 THE COURT: Okay.

22 Q. And on August 18th, were the documents received from the
23 Reeds?

24 A. They were, and the note says "Received executed documents,
25 completed August 18th".

1 Q. And was the required down payment of 3,000 dollars made?

2 A. Yes, it was. It -- and right above that it says "Repay
3 deposit received".

4 THE COURT: Where was that? I'm sorry.

5 THE WITNESS: On August 18th.

6 Q. On August 20th --

7 THE COURT: Hold on; I don't see that --

8 MS. HAGER: I'm sorry.

9 THE COURT: -- yet. I want --

10 THE WITNESS: Oh, there are a lot of notes on --

11 THE COURT: There are, and we're roughly how many
12 lines from the bottom, on August 18th?

13 THE WITNESS: It's about eight lines from the bottom
14 on August 18th, and it happens to be in capital letters, so it
15 kind of stands out, "Received executed documents, completed
16 August 18th, 2008".

17 THE COURT: Okay. I see that.

18 THE WITNESS: And right above that it indicates "Repay
19 deposit received", and that -- that means the 3,000 dollars.

20 THE COURT: All right. Do you know what the next
21 August 18th entry means?

22 THE WITNESS: It -- it means that there's a Social
23 Security change -- number change. And a little bit further
24 down it says "Advised by borrower 1", and that would be Mr.
25 Reed, "Social Security number incorrect, updated per credit

1 report". So it seems like somewhere, either on -- somewhere we
2 had indicated an incorrect Social Security number and corrected
3 it.

4 THE COURT: All right. Go ahead, Ms. Hager.

5 BY MS. HAGER:

6 Q. On August 20th, on the next page, six lines down, can you
7 explain that note that starts with "Reason"?

8 A. That is -- you can see it's a fore -- it's reporting about
9 foreclosure activity. And it says that the motion for summary
10 judgment was -- has been adjourned.

11 Q. And on September 1st, can you explain that note?

12 A. "Promise broken, September 1st, 2008"; that -- that means
13 that the scheduled payment on the repayment plan that had been
14 due on September 1st was not made.

15 Q. So what happened to the forbearance agreement at that
16 point?

17 A. Well, we reached out to him on September 3rd. It
18 indicates "Called, delinquent repay". And then there's the
19 note that we received, the sign agreement -- the signed
20 agreement. But there were no further payments made on -- on
21 this repayment agreement.

22 Q. Now, in May -- on May 10th, 2009, can you explain the
23 first entry?

24 A. Yes.

25 THE COURT: Can you hold on a second? Where is it?

1 MS. HAGER: May 10th, 2009.

2 THE COURT: All right. Are you ready, Mr. Reed?

3 MR. REED: I am getting there. Okay.

4 THE COURT: All right. Go ahead.

5 A. On May 10th, he was -- and you'll see that he's still
6 delinquent; we're getting ready to start a foreclosure again.
7 But he was approved for a permanent loan modification on -- on
8 May 10th, 2009. And then -- and the note goes on to explain
9 the exact terms of it. There was a contribution of 310 dollars
10 due on May 25th. The -- the unpaid balance was adjusted.
11 The -- it looks like the escrow -- it looks like the escrow was
12 adjusted as well. The interest rate was reduced from 6.375 to
13 4.375. The term was extended so that the maturity date would
14 now be out to 2049. The payments went down a little bit, the
15 principal and interest payments. The principal interest taxes
16 and -- and insurance also went down by, it looks like, about
17 3,000 dollars, 3,200 dollars. So it indicates that we tried to
18 contact him. We weren't able to contact him, but the -- the
19 loan mod was approved. So it was sent out to him and -- and he
20 was approved for it.

21 Q. Can you explain the note on July 9th, 2009?

22 A. That indicates that we never received the executed loan
23 mod docs back.

24 THE COURT: Looking back to the May 10th, 2009 --

25 THE WITNESS: Um-hum.

1 THE COURT: -- the entries about the loan
2 modification. Are there entries before that about negotiations
3 or discussion about loan modification with Mr. Reed?

4 THE WITNESS: Let me see.

5 THE COURT: I mean, I see the entry for May 7th,
6 "LMT"; I assume that's a loan modification.

7 THE WITNESS: Well, I -- you know --

8 THE COURT: "Solution pursued; completed 5/7".

9 THE WITNESS: Oh, yeah, and -- and it also indicates
10 that we received a completed financial package from the
11 borrower on --

12 THE COURT: Okay.

13 THE WITNESS: -- May 7th.

14 THE COURT: Are there any entries before May 7th to
15 indicate that a loan modification was proposed, applied for,
16 discussed, anything of that sort?

17 THE WITNESS: You know, the earlier ones on May 7th
18 are indicating that -- that we're -- that we want to consider
19 it.

20 (Pause)

21 MS. HAGER: If I could direct the witness' attention
22 to two different entries; one is on March 31st, 2009, and the
23 other April 7th, 2009. Are either of those helpful in
24 answering the Judge's question?

25 THE COURT: Well, I see the April 7th entry, "Home

1 affordable modification program sent to borrower". That's on
2 April 7th.

3 THE WITNESS: Yeah, I can't tell, honestly, from the
4 later notes, why, specifically, the borrower sent in a
5 financial package. But it's clear that we received a financial
6 package and therefore approved him for -- for a permanent loan.

7 THE COURT: So this was a HAMP modification?

8 THE WITNESS: I -- actually, if I recall, I think it
9 was not --

10 THE COURT: Okay.

11 THE WITNESS: -- a HAMP modification. I think -- I
12 have to find the notes, because my memory was that it wasn't a
13 HAMP modification. But --

14 THE COURT: Okay.

15 THE WITNESS: -- I'm not reading that in the notes so
16 much.

17 THE COURT: Is there a written agreement that reflects
18 an agreement between GMAC and the Reeds for a loan modification
19 on the terms you've identified?

20 THE WITNESS: No, there's not, because we received a
21 financial package and we -- we would have sent -- sent a loan
22 modification offer out to him. We never received anything
23 executed back from him.

24 THE COURT: Are there any -- are there exhibits that
25 reflect the proposed loan modification that was sent to the

1 Reeds? In other words, these notes reflect terms. One would
2 presume they were set forth in a writing that was sent to the
3 Reeds. Is that correct or incorrect?

4 THE WITNESS: One would presume, but I do not have
5 that document with me. I'm not saying that it -- that it
6 doesn't exist, but I -- I haven't pulled that document.

7 THE COURT: So for April -- excuse me, May 10th, 2009,
8 there are some entries that are all caps, maybe eight, nine
9 lines from the bottom.

10 THE WITNESS: Um-hum.

11 THE COURT: "Modification approved". I don't know
12 what INV is.

13 THE WITNESS: By investor.

14 THE COURT: Okay. "Completed 5/10/09".

15 THE WITNESS: Um-hum.

16 THE COURT: Is there any indication who the investor
17 is?

18 THE WITNESS: No, not in these notes.

19 THE COURT: Where would one look if you wanted to see
20 who the investor was?

21 THE WITNESS: If I wanted to see who the investor was
22 at that time, I would be able to pull up the screen on -- on
23 our search system and see it. I don't have that in front of me
24 today.

25 THE COURT: Go ahead, Ms. Hager.

1 Do you know who owned the loan in May 2009?

2 THE WITNESS: I would have to -- I -- I think I might
3 have -- have indicated that in my declaration, because I -- I
4 know that at some point in 2009 RFC started to own the loan,
5 but I -- off the top of my head I don't know the answer.

6 THE COURT: Okay. Go ahead, Ms. Hager.

7 BY MS. HAGER:

8 Q. The loan modification that you were just discussing, for
9 May of 2009, that was never effectuated at that rate?

10 A. No.

11 Q. And could you explain the note on July 13th, 2009,
12 relating to the loan modification?

13 A. Yes. Because we didn't receive the documents or the
14 funds, we denied the loan modification.

15 Q. Was another forbearance agreement subsequently offered to
16 Mr. Reed?

17 A. Yes.

18 Q. And can you explain the note on July 31st, 2009?

19 A. Yes. At that point, Mr. Reed -- the Reeds were approved
20 for what -- what we're calling a thirty percent payment
21 reduction campaign, and -- and we sent out a solicitation
22 inviting them to participate in that campaign. Now --

23 Q. And that was -- I'm sorry.

24 A. I'm sorry. The thirty -- I don't know -- off the top of
25 my head, what the exact terms of this thirty percent payment

1 reduction campaign were, but it would have been -- it was a
2 program that GMAC would have, sort of, gone through its loans
3 and -- and chosen people who were struggling to keep up with
4 their loan, and -- and offered it to them. It didn't require
5 any kind of request from the borrower.

6 Q. And that kind of program that you just described, that's
7 not a loan modification, is that right?

8 A. No, it's not a loan modification.

9 THE COURT: So on August 3rd, 2009, among the entries
10 is "BPO obtained".

11 THE WITNESS: Um-hum.

12 THE COURT: Is that a broker price opinion?

13 THE WITNESS: Yes.

14 Q. Were the Reeds approved for the thirty percent reduction
15 plan?

16 A. Yes, they were.

17 Q. And was that ever finalized?

18 A. It -- it wasn't. And I have to find the exact entry, but
19 my recollection is that they called -- that Mr. Reed called and
20 indicated that he couldn't make a payment until the end of the
21 month.

22 Q. If you could look at the note on August the 6th, 2009, can
23 you explain that note?

24 A. Yes. "Frank", meaning Frank Reed, "called to advise that
25 they cannot make a payment. But at the end of the month,

1 that's when he gets paid." So because -- and then it indicates
2 that the borrower was already set up on a stop gap, referring
3 to this stop gap we had set up. When we solicited him for
4 the -- the payment reduction, we -- we did a stop gap just
5 to -- to hold on to the foreclosure while we waited for him to
6 respond. When -- so when he did that, when he called in, we
7 couldn't go forth with the -- the one that we had originally
8 solicited him for. But I believe that we -- yeah, if you look
9 down at the -- the third line from the bottom on that page, he
10 was -- oh, it wasn't. We -- I believe we tried to get him into
11 a non-HAMP trial modification. That was -- he was approved for
12 that. And if you go on to the next page, it indicates that he
13 was approved for that on August 13th of 2009.

14 Q. And was that trial plan ever completed?

15 A. No. No, it wasn't, because the payments weren't made.

16 THE COURT: Were any payments made?

17 THE WITNESS: No.

18 Q. And can you explain the notes on August 31st, 2009?

19 A. "Repayment plan cancelled automatic". Not only the
20 borrowers didn't make the payments, but instead, on the date we
21 would have been expecting a payment, he sent a fax asking if we
22 could accept a short payoff of 480,000 dollars and release the
23 lien in full, and we didn't accept that.

24 Q. Was the 3,000 dollars that was paid by Mr. Reed, in
25 connection with the forbearance agreement, applied to his

1 account?

2 A. No, the -- the way the forbearance agreement was set up,
3 when we received the 3,000 dollars, it didn't equal one -- one
4 monthly payment. So it -- it couldn't be credited to the
5 monthly payment. Had he sent in the next 7,000 dollars, we
6 would have credited one monthly payment, and then he would have
7 had some more. And each time he sent it in, when it added up
8 to a monthly payment, we would have credited that monthly
9 payment. But because he never sent in the first 7,000-dollar
10 payment, he never reached on full monthly payment. So that
11 3,000 dollars was placed in a suspense account. And there were
12 never any additional payments made on the loan, so it never got
13 out of the suspense account, and the suspense account is now
14 with the current servicer.

15 THE COURT: So September 9th, 2009, entry "LMT
16 BPO/Appraisal RAC Added", tell me what that means?

17 THE WITNESS: It's -what's -- I'm sorry, what's the
18 date?

19 THE COURT: September 9th, 2009. The code in the
20 second column is LMT.

21 THE WITNESS: Oh, I see, okay.

22 THE COURT: And the entry, in all caps is with a
23 BPO -- which I understand to be broker price opinion -- slash,
24 Appraisal.

25 THE WITNESS: It indicates that we received the broker

1 price opinion.

2 THE COURT: Was it an appraisal or broker price
3 opinion?

4 THE WITNESS: I'm not sure that there's a difference.

5 THE COURT: Oh, there is.

6 THE WITNESS: Well, then, I'm not sure which it is.

7 THE COURT: Do you know -- do you know what value was
8 placed on the property through the BPO or the appraisal in
9 September of 2009?

10 THE WITNESS: Not off the top of my head.

11 THE COURT: Where would you look for that?

12 THE WITNESS: We would -- we would have a copy of the
13 BPO in our system.

14 THE COURT: How often do you get a BPO or an
15 appraisal? I asked you about a prior entry on a BPO.

16 THE WITNESS: I don't know -- I don't know that it's
17 necessarily done at a specific interval. It would be done, I
18 think, if it's -- if it's considered to be stale when we're
19 making a new loss mitigation attempt. And I -- I just -- I
20 don't know at what point they consider it to be stale.

21 THE COURT: So the criteria for a HAMP modification,
22 the last step of the test is to compare the net present value
23 of the modified loan against the proceeds that could be
24 expected in a foreclosure. Is that why a BPO or an appraisal
25 is obtained when you're doing a possible modification to see

1 what the value of the property is?

2 THE WITNESS: Right, to be sure that you're not --
3 you're not extending beyond the value of the property.

4 BY MS. HAGER:

5 Q. Can you explain the FRB consent order?

6 THE COURT: Are we moving away from the servicing
7 notes?

8 MS. HAGER: I am.

9 A. Yes. In 2011, GMAC Mortgage, ResCap and Ally Financial,
10 and actually other servicers as well, were under investigation
11 by federal regulators, including the Federal Reserve Board and
12 entered into -- the debtors and Ally entered into a consent
13 order in 2011 that basically the debtors agreed to set up
14 certain procedures that were designed to ensure future
15 compliance with servicing and foreclosure rules and
16 regulations.

17 Q. And can you explain GMAC Mortgage's involvement with the
18 FRB foreclosure review process?

19 A. Yes. GMAC -- our involvement essentially was to provide
20 to an independent reviewer data from our servicing system. So
21 we -- under the consent order, we were obligated to pay for
22 what was called an independent foreclosure review. We hired
23 and paid for an independent reviewer and provided the servicing
24 data to them for the reviewer to review the files.

25 Q. Did GMAC Mortgage come to an agreement with the consent

1 order regulators?

2 A. Yes, eventually. In I believe it was June of 2013, we
3 entered -- executed a term sheet with the regulators that at
4 that point the independent foreclosure review was halted; there
5 were no additional individual file reviews. Money was placed
6 in escrow that was intended to be for settlement funds. And
7 the independent foreclosure reviewer and the Federal Reserve
8 Board looked at -- well, the independent consultant provided
9 what they call a waterfall, which was basically identifying
10 where the -- where the borrowers who were in the eligible
11 population would be placed in the waterfall to identify the
12 payments they would receive.

13 Q. And --

14 THE COURT: Let me -- I'm going to put a stop to the
15 questioning about the independent foreclosure review. During
16 the course of the debtors' Chapter 11 case, I became quite
17 familiar with the consent order. And indeed, when the
18 modification to the consent order was negotiated, I had to
19 approve it on behalf of the debtor.

20 Based on the Court's prior order, the independent
21 foreclosure review or the modified consent order which was
22 approved for payment of a lump sum, has absolutely no bearing
23 on the issues in this proceeding.

24 The debtor and Ally entered into it without admitting
25 or denying any of the allegations. The waterfall procedures

1 that were set up under the modified consent order under which
2 payments were made have no bearing on any of the issues here.
3 So we can shorten this proceeding. I'm not going to -- I don't
4 want any more questions from you, and I'm not going to permit
5 any questions from Mr. Reed with respect to the Federal Reserve
6 Board consent orders, the original or the modified order.

7 MS. HAGER: I only had two more questions relating to
8 that, and that being the case, I have nothing further.

9 THE COURT: Okay.

10 MS. HAGER: Thank you, Your Honor.

11 THE COURT: Mr. Reed, cross-examination?

12 MR. REED: Your Honor, I'm trying to find a document
13 to --

14 (Pause)

15 MS. HAGER: Your Honor, if Mr. Reed lets us know what
16 he's looking for, we could --

17 MR. REED: I'm trying to find the copy -- I thought it
18 was -- I thought it was in here -- of the complaint against
19 GMAC Mortgage that I filed in the state court action. I
20 thought it was in with the --

21 I'm trying to find the date it was filed.

22 MS. HAGER: I -- if I may? I think that might have
23 been included with the proof of claim. Do you have that, Mr.
24 Reed?

25 MR. REED: I don't. I don't. I'm sorry.

1 THE COURT: Mr. Reed, you filed your complaint against
2 GMAC Mortgage on May 10th, 2010. It's Exhibit D to your proof
3 of claim.

4 MR. REED: Okay.

5 THE COURT: And you filed your amended complaint on
6 January 6th, 2012, and that's Exhibit E to your claims.

7 CROSS-EXAMINATION

8 BY MR. REED:

9 Q. Good afternoon, Ms. Delehey. We've seen each other an
10 awful lot, but never spoken.

11 A. Good afternoon.

12 MR. REED: What was the date, Your Honor, that that
13 action was filed?

14 THE COURT: May 10th, 2010.

15 (Pause)

16 Q. In your testimony you said you had to -- I can't remember
17 exactly what the question was, but your answer was you had to
18 take action for collateral that would be -- that GMAC's
19 collateral would be threatened. Is that GMAC's collateral?
20 And what is the collateral?

21 MS. HAGER: Objection to form. And mischaracterizes
22 her testimony.

23 THE COURT: Well, I think Ms. Delehey can handle it.
24 Overruled.

25 A. Well, GMAC Mortgage is the servicer, so the investor's

1 collateral would be threatened. We're -- as the servicer,
2 that's our responsibility.

3 Q. Okay. Can you show me in the notes any address or
4 telephone number that you would have for me on or before -- two
5 dates I'm trying to find: before November of 2008 and after
6 2008?

7 A. No, sir, I don't have those in the notes. If I needed to
8 get an address, what I would do is look it up on our Fiserv
9 LoanServ system, and it would be in there. It would indicate
10 the current address if I pulled it up.

11 Q. Are you aware of any of the exhibits that have been
12 proposed to the Court that would indicate, at various points in
13 time, the telephone numbers or addresses that you had on record
14 for myself?

15 A. Is there any way that --

16 THE COURT: Answer that yes or no. I mean -- it's not
17 a trick question.

18 A. I mean, I don't have very many exhibits in front of me.
19 But we sent your foreclosure repayment agreement to an address
20 817 Matlack Drive, Morristown, New Jersey, on August 1st of
21 2008. So that would have reflected our understanding of your
22 address at that date.

23 Q. And that date was, again? Could you repeat that?

24 A. August 1st, 2008.

25 (Pause)

1 Q. Do you have any other address in the records here in the
2 court or in the notes that --

3 A. Not to my -- not to my knowledge because I don't -- I'm
4 not aware that the notes would specifically have the address.
5 Like I said, it would be in our system, but I don't have our
6 system in front of me.

7 Q. Or phone number?

8 A. That would be in our system on any given date.

9 Q. Um-hum.

10 A. Not today because we're not the servicer.

11 Q. So the loan modification that was approved by the servicer
12 notes -- indicated by the servicer's notes 5/10/2009 --

13 A. Yes.

14 Q. -- I believe you testified that you sent -- or that the
15 company sent out the documents to be executed?

16 A. Yes. That's my understanding.

17 Q. Is there anything in the notes that indicate telephone
18 contact about this particular transaction or proposed
19 transaction?

20 A. I cannot find -- I don't see that. Well, although it says
21 on May 15th of 2009 there's a note that says, "Send execution
22 documents completed 5/15/2009." So that would indicate that we
23 had sent the documents out for execution.

24 Q. But we don't know where. There's nothing here --

25 A. Not by looking at these notes, we don't, no, but we would

1 be able to tell that from looking at our system.

2 MR. REED: It's important, Your Honor, because I
3 didn't live in that house.

4 THE COURT: Don't testify. Ask your questions.

5 MR. REED: Okay.

6 Q. Do you know who Bernadette Daddazio (ph.) is?

7 A. I believe Bernadette Daddazio was a servicing -- an
8 employee in GMAC Mortgage's servicing group or loss mitigation
9 group, probably.

10 Q. And is it your understanding Ms. Daddazio had the
11 authority to bind GMAC in a modification agreement on behalf of
12 an investor?

13 A. I don't know exactly how to answer that. I mean,
14 Bernadette Daddazio, her name is in here. If you have a
15 particular entry you're talking about? I see --

16 Q. 5/10/2009 seems to indicate it was approved by Ms.
17 Daddazio.

18 A. I believe that that was sort of a -- there are also notes
19 that talk about submitted to the investor. And so I can't
20 answer you today that Bernadette Daddazio made the decision on
21 behalf of the investor, 'cause there are things that say
22 "improved by investor," "recommended to investor". So I
23 don't -- I just -- I don't necessarily know that she did
24 anything on behalf of the investor.

25 Q. But it's your understanding that this -- this modification

1 was a valid offer to be accepted by me and bind the company to
2 it?

3 A. Yes. In response to a package that was sent in by you.

4 Q. But, again, we don't have any knowledge of where that
5 package was sent?

6 THE COURT: She referred to a package sent in by you.

7 A. Um-hum. We received a financial package from you.

8 Q. Oh, I'm sorry.

9 A. And that was what set off the loan mod application.

10 (Pause)

11 Q. Would you look at the entry for May 15th, 2009; "Send
12 execution documents and then completed 5/15/09." What is the
13 "completed 5/15/09"?

14 A. It means that we sent the documents out for execution. In
15 other words, that we sent them to the Reeds.

16 Q. Because first -- the first entry then is "uncompleted" and
17 then below that "completed."

18 A. Well, I guess that these are checklists that they have to
19 check off. So, I guess, early in the day it was uncompleted
20 and then it was completed.

21 Q. All right.

22 (Pause)

23 Q. So in going back -- I think you -- this is your test -- on
24 May 7th, 2009 --

25 A. Um-hum.

1 Q. -- "completed financial package received".

2 A. Yes.

3 Q. What does that mean?

4 A. That's -- that's what I meant that we received a financial
5 package from the Reeds.

6 Q. Do you approve a loan modification without having received
7 a financial package?

8 A. No. Not unless it's a particular program like, for
9 example, that thirty percent reduction that we would solicit.

10 Q. August 31st, 2009, the servicing notes, it indicates, and
11 I believe you testified that there was a fax sent in if you
12 would take a payoff for 480,000 dollars to release the lien.
13 Is there any record of where that -- the phone number or the
14 fax number that it was sent from? Was there a cop -- and is
15 there a copy of that fax?

16 A. There's no record of that here in these notes, but it may
17 be in our -- in our Looking Glass system. It may be imaged in
18 there. I don't know because I didn't look for that.

19 Q. So the only date -- or, excuse me -- the only address of
20 contact that we have in the servicing notes is the 817 Matlack
21 Drive?

22 A. Well, as I said, the servicing notes don't maintain a
23 record of -- of the address. That's just not where they're
24 kept. If a borrower notifies us that there's a change in
25 address, then we would change the address in our system and it

1 would be in our system. It wouldn't -- the address wouldn't be
2 entered into the servicing notes.

3 Q. So is there any proof, or record, that indicates a
4 specific telephone number or my address that a communication
5 took place that ties me to after No -- after November 2008? In
6 other words, like, you -- when you look at the business
7 records, you see an address, unless there's other evidence,
8 that says 817 Matlack Drive. After November 2008, you can't
9 say whether or not these correspondences were sent to any other
10 address or continued to stay -- being sent to 817 Matlack
11 Drive?

12 MS. HAGER: Objection.

13 THE COURT: Overruled.

14 A. Well, look, as I've said, I -- the servicing notes are not
15 the source of the addresses where things were sent. Anything
16 that was sent would be sent to the address of record. There
17 are indications in the servicing notes that we received things
18 back from you at various times. So that would suggest to me
19 that you received them from us and, therefore, that we sent
20 them to an address that worked.

21 Q. I'm not quite sure they came from me.

22 THE COURT: Don't interrupt, Mr. Reed.

23 A. If you had made an inquiry about the -- you know, a
24 specific record of what addresses were on file for you in our
25 system over the years, we could have responded to that. But I

1 can't do it today off the top of my head or through these
2 servicing notes.

3 MR. REED: Your Honor, I don't have anything further.

4 THE COURT: All right. Any further questions, Ms.
5 Hager?

6 MS. HAGER: Yes, Your Honor.

7 MR. REED: And these are -- her questions are within
8 my --

9 THE COURT: Yes. Just within the scope of what you
10 ask about.

11 REDIRECT EXAMINATION

12 BY MS. HAGER:

13 Q. Was it GMAC Mortgage's practice to send correspondence to
14 homeowners at their residence?

15 A. We would send it to them at their residence unless they
16 advised us that we were to send it to them at a different
17 address.

18 Q. And if the borrower contacted GMAC Mortgage to indicate a
19 change of address or change of phone number, that would be
20 reflected somewhere in the records?

21 A. It would be reflected in the servicing notes.

22 Q. If GMAC Mortgage received correspondence back that was
23 marked "return to sender", would that be indicated somewhere in
24 the servicing notes?

25 A. I believe it would, yes.

1 Q. In your review, did you notice any such entries?

2 A. No. I didn't notice that. And, in fact, I looked for
3 that because I noticed that there was -- there were a lot of
4 entries where we had sent out letters and received no
5 responses. So I specifically looked to see whether there was
6 some indication that those were being returned unread. And I
7 see no indication that that happened.

8 Q. Okay, thank you.

9 THE COURT: All right, you're excused.

10 THE WITNESS: Thank you.

11 THE COURT: Does the Trust have any other witnesses?

12 MS. HAGER: No, Your Honor. Borrower Trust rests.

13 THE COURT: All right. Mr. Reed, you have an
14 opportunity briefly to present any rebuttal evidence that you
15 wish. So that would have to respond to -- for example, since
16 they only had one witness, if there's evidence you want to give
17 in response to what Ms. Delehey said, you can do that now. You
18 don't have to, but I just want to make clear to you, you have
19 that right.

20 MR. REED: Your Honor, the first piece of evidence
21 that I would --

22 THE COURT: If you're going to give evidence, you got
23 to do it --

24 MR. REED: Oh. Yes.

25 THE COURT: -- from the witness stand.

1 MR. REED: Sorry. Um-hum.

2 (Pause)

3 THE COURT: And you're still under oath, so you don't
4 get sworn again.

5 MR. REED: The piece of evidence that I wanted to
6 refer to and testify about is not here; it's in the -- it's the
7 complaint that was filed in New Jersey, May 10th complaint.

8 THE COURT: Your complaint?

9 MR. REED: Yes, Your Honor.

10 THE COURT: I'm going to have our reporter hand you a
11 copy of the complaint that you filed on May 10th, 2010; it's
12 printed both sides of the page, so you have to look at the
13 other side. So, what, Exhibit D to the proof of claim.

14 MR. REED: For the record, I'd like to point out, Your
15 Honor, that the complaint was filed May 10th. I had retained
16 counsel regard (sic) my relationship with GMAC, prior to May
17 10th, as you must realize that drafting and filing a complaint
18 doesn't happen in the same day.

19 I'm confused about the testimony in the record,
20 because, as you indicated yourself yesterday, when you retain
21 an attorney, you typically stop communicating with the mortgage
22 company, which I -- from my recollection, I did.

23 Mr. Walters took over the representation from me
24 earlier than May. In the complaint, I can only say that the
25 address of our house where I was living in Virginia is on the

1 complaint, and it was given to GMAC; I at least would know by
2 service for Mr. Walters.

3 But I am -- I'm confused, and I have to say it for the
4 record, by the offer for 480,000 dollars.

5 THE COURT: No, that note suggests that you made an
6 offer --

7 MR. REED: I understand that.

8 THE COURT: -- not that they made an offer.

9 MR. REED: I understand that --

10 THE COURT: Okay?

11 MR. REED: -- Your Honor What I'm -- I cannot
12 explain -- they say on the record that I submitted a financial
13 package to the mortgage company. Whether this weighs against
14 me or not -- I don't know what to tell you. I don't recall
15 submitting a financial package to the mortgage company. I
16 don't recall having communications with the mortgage company.
17 After the dismissal in 2009, I received a letter of dismissal
18 from the mortgage company, in the mail sent to me in Virginia.
19 I don't recall ever receiving any documents whatsoever, or
20 phone calls. And I don't know what to make of it.

21 Your Honor knows that there was an individual in my
22 home, from November on, who was -- I don't know how to describe
23 him, and I never could divine the intentions on my property
24 clearly. I believe, if I would have known about a
25 modification, that we would have worked towards it and accepted

1 it. I do not understand it. I don't -- this is the first I'm
2 aware of it.

3 If it was sent to me in Virginia and I didn't see it,
4 I don't know what to say. I just -- today as I sit here right
5 now, I'm surprised by it, especially in light of the fact that
6 I had Mr. Walters involved. That's it, Your Honor. And I
7 don't --

8 THE COURT: Okay. Anything else you want to add?

9 MR. REED: I don't think so.

10 THE COURT: All right. Cross-examination?

11 CROSS-EXAMINATION

12 BY MS. HAGER:

13 Q. Mr. Reed, during the time you were living in Virginia, was
14 your mail being forwarded from Matlack to your residence in
15 Virginia?

16 A. I don't know.

17 Q. And on August 6th, 2009, among other times, there are
18 entries that you called and spoke with GMAC or that GMAC called
19 and spoke with you. Do you deny having any telephone
20 conversations with GMAC Mortgage --

21 A. I don't --

22 Q. -- during this particular time period?

23 A. Yeah, I don't remember them, and that's the truth. I
24 don't remember them.

25 Q. All right. Thank you.

1 THE COURT: All right. Okay, you're excused as a
2 witness.

3 All right. I have to ask you again, do you rest?

4 MR. REED: Yes.

5 THE COURT: Okay. All right, I'm not sure that the
6 recording picked it up, but I asked Mr. Reed whether he --

7 Why don't you go back to your other place at the
8 counsel table there and I'll ask you again.

9 All right, Mr. Reed, do you rest?

10 MR. REED: Yes, Your Honor.

11 THE COURT: All right, thank you.

12 All right, both sides have rested.

13 I have a lot of evidence and material to consider.

14 We've had a two-day evidentiary hearing. I don't believe I
15 would benefit from having closing argument now. There was
16 quite extensive briefing before the hearing, opening statements
17 by Mr. Reed and Ms. Hagerty (sic). So I don't feel the need to
18 have closing statements, but what I will do -- what I'm
19 prepared to do, if the parties desire it, is listen to no more
20 than ten minutes from each of you. I think I have quite
21 extensive notes and I've got to review a lot of these exhibits
22 more closely.

23 But, Mr. Reed, and you could do it right from where
24 you're sitting, if you want to speak for up to ten minutes,
25 I'll permit you to do that.

1 MR. REED: I won't burden you with nearly that, Your
2 Honor.

3 THE COURT: Okay.

4 MR. REED: Just a few comments. I believe that there
5 are two wrongful -- distinct wrongful occurrences that have
6 harmed me: the first one is the foreclosure filing itself, and
7 the second is the -- I guess, the lingering of the lis pendens
8 on the public record, beyond the dismissal of the foreclosure.
9 We've discussed extensively, as you indicate, the various
10 theories and proofs relating to those wrongful -- or, I
11 believe, wrongful occurrences. I also believe we attempted to
12 put in the record that there were significant efforts to
13 mitigate and manage all the circumstances surrounding the
14 occurrences and subsequent to them, in good faith.

15 Until moments ago I was under the impression that
16 there was no attempts beyond our original meeting with the
17 individual, Mr. Folweiler, and the communications that took
18 place at that time. Perhaps it has come after I vacated the
19 property; cannot say. But perhaps it compounded the situation.

20 Your Honor, I've been as forthright and honest as I
21 can be, at times aggravating this Court with the slowness,
22 even, of my thoughts and searching through my documents for
23 either proofs or things that I relied on in my understanding of
24 the situation as I experienced it, because I wanted to convey
25 to the Court, for whatever end result you judge, what I believe

1 to have been the truth of the matter, for your sincere and
2 honest and professional consideration.

3 I'd like to thank the Court for its consideration and
4 patience with me, except for when you yell at me. And
5 hopefully I will never see the inside of a bankruptcy court
6 again, which is part of the reasons I'm here, Your Honor: so
7 that I personally don't need to appear before a bankruptcy
8 judge.

9 Thank you for your consideration.

10 THE COURT: All right, thank you.

11 Ms. Hager, I misspoke your name the last time I
12 addressed you, and I apologize --

13 MS. HAGER: Yeah, but I'll let --

14 THE COURT: -- for that.

15 MS. HAGER: -- that go.

16 THE COURT: Okay..

17 MS. HAGER: Thank you. It was better than my maiden
18 name, whichever one you so mispronounced.

19 Your Honor, at the outset of this two-day hearing, I
20 stood up here and did my opening and talked about the burden of
21 proof being on Mr. Reed to prove his claims by a preponderance
22 of the evidence, except for the singular claim for punitives,
23 which must be proven by the higher clear-and-convincing
24 standard. Simply, he had the burden. He hasn't met that
25 burden. He hasn't shown GMAC Mortgage's responsibility through

1 admissible evidence or witness testimony. There's insufficient
2 proofs to warrant an allowable claim versus GMAC Mortgage or
3 RFC. Therefore, Mr. Reed's demand for any, let alone
4 extraordinary, damages against GMAC Mortgage or RFC must be
5 denied on account of substantial lack of proof. Thank you.

6 THE COURT: Okay. Thank you very much.

7 All right, we're adjourned. I'm obviously taking the
8 matter under submission and in due course will issue a written
9 order or decision. Just so we're clear, I mean, what this
10 proceeding was about, in the prior ruling of the Court, I
11 determined that the Reeds' claims and the Trust's objections
12 raised a contested matter. I sustained the objection in part,
13 overruled it in part. And the purpose of this proceeding --
14 and there were pre-trial orders that were entered permitting
15 discovery -- was to have an evidentiary hearing to fix the
16 amount of the Reeds' claims. And that is what I view the task
17 before me.

18 I appreciate the efforts of all the counsel and
19 Mr. Reed. And I recognize that it's difficult for any pro se
20 party, but you still -- given some leeway, still have to abide
21 by the Rules of the Court.

22 So, thank you all. And in due course I will have a
23 ruling. We're adjourned.

24 MS. HAGER: Thank you, Your Honor.

25 (Whereupon these proceedings were concluded at 5:06 PM)

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C E R T I F I C A T I O N

I, Aliza Chodoff, certify that the foregoing transcript is a true and accurate record of the proceedings.



ALIZA CHODOFF

AAERT Certified Electronic Transcriber CET**D 569

eScribers

700 West 192nd Street, Suite #607

New York, NY 10040

Date: September 17, 2014

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