

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

DINA FLORY

(b) County of Residence of First Listed Plaintiff

(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)
IRA J METRICK, ATTORNEY AT LAW, LLC
57 W MAIN ST, FREEHOLD, NJ 07728

DEFENDANTSMCCABE, WEISBERG & CONWAY, LLC
FIRST ATLANTIC CREDIT UNION

County of Residence of First Listed Defendant

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input checked="" type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

15 U.S.C. 1692 et seq. Fair Debt Collection Practices Act

Brief description of cause:

Violations of the Fair Debt Collection Practices Act by a Debt Collector

VII. REQUESTED IN COMPLAINT:
☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

10/31/2018

/s/Ira J Metrick, Esquire

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

DINA FLORY : Civil Action No. _____
:
:
v. :
MCCABE WEISBERG & CONWAY, LLC :
& :
FIRST ATLANTIC CREDIT UNION

DISCLOSURE STATEMENT

The undersigned counsel for DINA FLORY,
certifies that this party is a non-governmental corporate party and that:

☐ This party's parent corporation, and all publicly held corporations owning 10% or more of this party's stock, are listed here:

OR

☒ This party does not have a parent corporation, nor is there any publicly held corporation that owns 10% or more of this party's stock.

/s/ Ira J Metrick, Esq.
Signature of Attorney

Ira J Metrick
Print Name

10/31/2018
Date

Ira J Metrick, Attorney at Law, LLC
Name of Firm

57 W. Main Street
Address

Freehold, NJ 07728
City/State/ZIP Code

Instructions:

1. Disclosure Statement is to be filed as a separate document.
2. Select Case Type (Civil) from the menu bar at the top of the ECF screen.
3. Click on **Other Documents**.
4. Select **Corporate Disclosure Statement**.
5. Enter the case for which the Disclosure Statement is being filed.
6. Select the PDF document to file.
7. Select the party filing the Disclosure Statement.
8. If applicable, insert the name of the Corporate Parent or leave blank.
9. Proofread the docket text.
10. Submit the Disclosure Statement by clicking the **NEXT** button.

DNJ-CMECF-005 (5/2/08)

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

DINA FLORY

Plaintiff,

v.

McCABE, WEISBERG & CONWAY, LLC
AND FIRST ATLANTIC FEDERAL CREDIT
UNION,

Defendants.

CIVIL ACTION NO.

COMPLAINT
WITH JURY
TRIAL DEMAND

Document Filed Electronically

Plaintiff, Dina Flory, (hereinafter "Plaintiff") an individual consumer, brings this action for civil penalties and other relief against Defendant, McCabe Weisberg & Conway, LLC, (hereinafter "McCabe") alleging violations of the Fair Debt Collection Practices Act, 15 U.S.C. §1692, et seq (hereinafter "FDCPA") and First Atlantic Federal Credit Union (hereinafter "First Atlantic") for failure to properly supervise and direct McCabe in violation of Respondent Superior as follows:

I. INTRODUCTION

1. This is an action for actual and statutory damages, costs and attorney's fees brought by Plaintiff, an individual consumer, against Defendant, McCabe and First Atlantic (hereinafter collectively called "Defendants") for violations of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 et seq., (hereinafter "FDCPA"), which prohibits debt collectors from taking or

threatening to take legal action which they are not authorized to take in the collection of debts, and failure to properly supervise and direct under the doctrine of Respondeat Superior.

II. JURISDICTION & VENUE

2. This is an action arising under the Fair Debt Collection Practices Act ("FDCPA"), 15 U.S.C. §1692, et. seq., to obtain monetary civil penalties, a permanent injunction, restitution, and other equitable relief from Defendants for violations of the FDCPA.

3. This Court has jurisdiction over this matter under 28 U.S.C. §§ 1331, 1337, and 15 U.S.C. §1692.

4. Venue is proper in this Court under 28 U.S.C. Section 1391(b) as a substantial part of the events giving rise to the claim took place in this Judicial District and Defendants are subject to personal jurisdiction in this Judicial District under 28 U.S.C. §§ 1391(b)(2)and(c) and 1395(a).

III. PARTIES

5. Plaintiff is a natural person with a permanent residence at 5206 Trotters Way, Toms River, New Jersey 0875527

6. Upon information and belief, the Defendant, McCabe, Weisberg, Conway, LLC (Hereinafter referred to as "McCabe") is a professional corporation engaged in the business of collecting debts in this state and other states, with its principal place of business located at 216 Haddon Avenue, Suite 201, Westmont, NJ 08108. The principal purpose of McCabe is the collection of debts in this state and several other states. McCabe is engaged in the collection of debts from consumers using the mail, telephone and the Courts. McCabe regularly attempts to collect consumer debts alleged to be due to another. Therefore, McCabe is a "debt collector" as defined by the FDCPA, 15 U.S.C. § 1692a(6).

7. Upon information and belief, the Defendant, First Atlantic Federal Credit Union

(Hereinafter referred to as "First Atlantic"), is a Federal Credit Union with a principal place of business located at 468 Industrial Way West, Eatontown, NJ 07724. First Atlantic is one of New Jersey's largest credit unions. The credit union is a community-based financial institution which loans money to consumers for the purchase of homes, automobiles and extends home equity lines of credit to consumers. First Atlantic is a national banking association, organized and existing under the laws of the United States, doing business in the State of New Jersey, engaged in the business of implementing, enforcing, servicing and collecting on mortgage loans for residential and commercial properties in the United States and elsewhere. First Atlantic retained McCabe to collect a debt from Plaintiff.

IV. BY WAY OF BACKGROUND

8. Dina Flory, Plaintiff, was in the United States Army, and reached the rank E5, in recruiting and supply.

9. Plaintiff was on active duty from 1983-1994.

10. She retired in 1994, and went to work at the U. S. Army Installation, Fort Monmouth, where she worked in logistics, from 1995-2009.

11. In or around 2008, while Plaintiff was working at Fort Monmouth as a Project Manager, she found out that Fort Monmouth was closing, and she began looking for a new job.

12. Plaintiff obtained a transfer to Picatinny Arsenal in Pennsylvania which was about 100 miles from Fort Monmouth.

13. In 2009, Defendant, First Atlantic, held a first mortgage on Plaintiff's home located at 5206 Trotters Way in Toms River New Jersey for approximately \$240,000.

14. Quicken Loans held a second mortgage on her home for approximately \$90,000.00 (Exhibit A)

15. Once Plaintiff found a new job, she listed her home for a short sale and found a buyer who offered \$269,000.

16. Plaintiff also signed a contract to buy a new home in Pennsylvania.

17. While the contracts were pending, Plaintiff was commuting about 200 miles each day to and from Pennsylvania.

18. Quicken loan agreed to take \$8,000 as full satisfaction of the approximately \$90,000 loan, as part of the short sale.

19. Defendant, First Atlantic, was offered approximately \$230,000 as full satisfaction of the loan that was approximately \$240,000.

20. Defendant, First Atlantic, refused to allow the short sale and demanded that they be paid in full.

21. Plaintiff went to the offices of Defendant, First Atlantic, in tears, and explained that Fort Monmouth was closing and begged Defendant to permit the short sale.

22. Defendant, First Atlantic, refused to accept anything less than the full amount due and this caused the short sale to be cancelled. Plaintiff was devastated. This caused both of her contracts to be cancelled and she had to continue to commute about 200 miles per day for work.

23. Quicken Loans stood by their offer to accept \$8,000 as full satisfaction of the second mortgage.

24. Defendant, First Atlantic, agreed to give Plaintiff an additional loan of \$8,000, so that she could pay off the second mortgage with Quicken Loans.

25. In May, 2009, Plaintiff signed a Note and Mortgage with Defendant, First Atlantic,

for the \$8,000, (Exhibits B & C are the Note and Mortgage, respectively) and she paid off the second mortgage with Quicken Loans. (Exhibit D is the discharge of the Quicken Loans mortgage)

26. After the short sale was cancelled, Plaintiff suffered extreme stress and anxiety from the cancellation of her contracts and her move, and because she was forced to continue to commute approximately 200 miles per day to work at the Picatinny Arsenal in Pennsylvania from her residence at 5206 Trotters Way, Toms River New Jersey.

27. In or around December 2009, Plaintiff suffered a stroke.

28. After the stroke, Plaintiff could no longer work. The stroke forced Plaintiff to retire and go on disability.

29. Plaintiff went from earning over \$124,000/year to living on her retirement income.

30. In addition to her health and financial problems, Plaintiff had two (2) sons with drug addiction problems and she was trying to help them get clean and pay their bills.

31. In 2011, Plaintiff was able to obtain a modification of her first mortgage with Defendant, First Atlantic, at a higher interest rate with all of the fees and costs added to the amount of the loan.

32. In 2015, Plaintiff was able to pay off the \$8,000.00 Note to Defendant, First Atlantic. (Exhibits E & F are the Letter from Defendant enclosing the Note marked paid in full, and the Discharge of the Mortgage, respectively.)

33. In 2018, after her expenses increased and her income decreased, Plaintiff was forced to file a Chapter 7 Bankruptcy.

34. After her bankruptcy, in or around May 2018, she obtained assistance from the

Affordable Housing Alliance to apply for a new modification with First Atlantic for her first mortgage.

35. The modification application was provided to First Atlantic and to Defendant, McCabe, via email.

36. McCabe forwarded Plaintiff's loan modification documents to their client, First Atlantic, on July 11, 2018, informing First Atlantic of the deadlines in which a response, in writing, to Plaintiff must be made.

37. McCabe specifically advised in the communication to First Atlantic that, in accordance with §1024.41 of the Real Estate Settlement Procedures Act (Regulation X), so long as the Borrower submits a loss mitigation application 45 days or more before a foreclosure sale, the servicer shall promptly review the application and determine if it complete. Thereafter, servicer shall notify the Borrower in writing within 5 business days after receiving the application whether the application is completed or incomplete. If incomplete, the needed documents and information should be stated in the correspondence to the Borrower. Also, the notice shall include a reasonable date by which the additional documents or information should be submitted by.

38. McCabe's communication to First Atlantic further advised that if the application is complete, and it is more than 37 days before the foreclosure sale, then within 30 business days of receipt of the complete loss mitigation application, the servicer *shall* evaluate the Borrower for all loss mitigation options and provide the Borrower with a notice in writing stating the servicer's determination of which loss mitigation options – if any – the Borrower qualifies for.

39. First Atlantic requested additional documents on or about July 19, 2018.

40. On or about July 27, 2018 the requested documents were provided to First Atlantic

and McCabe via email from Plaintiff's housing counselor.

41. McCabe acknowledged that the application was complete and that it should be reviewed by First Atlantic.

42. First Atlantic did not respond after receiving the requested documents.

43. The Affordable Housing Alliance followed up with both First Atlantic and McCabe in September 2018, to find out the status of the application, because it had been more than 30 days since a complete application was submitted. (Exhibit G is the email thread between the Affordable Housing Alliance, First Atlantic and McCabe showing submission of documents and follow up.)

44. Instead of responding about the modification application, by letter dated September 21, 2018, McCabe sent Plaintiff a Notice of Intention to Foreclose the \$8,000 loan that had been paid off in 2015. (Exhibit H)

45. McCabe stated that Plaintiff owed First Atlantic \$48,609.32, and that she must pay the full amount by October 22, 2018, "...in order to avoid institution of foreclosure proceedings." (Exhibit H)

46. As a result of the threat to sue her for a debt she had paid, Plaintiff suffered, and continues to suffer from severe emotional distress. He regularly has feelings of anger, anxiety, and sadness. She has experienced weight gain and loss of sleep. She is worried that she will be sued and that they will try to take her house.

V. FACTUAL ALLEGATIONS

47. Plaintiff repeats and realleges and incorporate by reference the foregoing paragraphs.

48. On May 22, 2009, Plaintiff executed a Mortgage in favor of First Atlantic, in the principal amount of \$8,000.00 secured by 506 Trotters Way, Toms River, NJ 08755, Plaintiff's primary residence. Said mortgage to First Atlantic was recorded in the office of the Ocean County Clerk on August 3, 2009 on OR Book 14374, Page 85.

49. On or about May 2015, Plaintiff paid the mortgage in full.

50. On June 5, 2015, Plaintiff received written notice from First Atlantic notifying her that the loan had been paid in full, and that the original mortgage had been stamped "PAID."

51. On July 24, 2015, the Ocean County Clerk marked the mortgage "Cancelled" having been "fully satisfied" of record in OR Book 16143 Page 457 of the property records of Ocean County.

51. On September 21, 2018, McCabe, at the direction of First Atlantic, issued a written communication to Plaintiff captioned "Notice of Intention to Foreclose."

52. The Notice of Intention to Foreclose issued by McCabe, on behalf of First Atlantic, stated that the mortgage, dated May 22, 2009, given to secure a loan in the principal amount of \$8,000.00 held by First Atlantic on Plaintiff's property located at 5206 Trotters Way, Toms River 087755 "is in default."

53. The Notice of Intention to Foreclose further stated "[T]his situation is serious and your Lender... intends to institute a foreclosure lawsuit against you."

54. The Notice of Intention to Foreclose further stated that the mortgage default was based on payments and/or contractual charges that are "due, unpaid and owing" including \$11,267.65 of unpaid monthly payments; \$27,195.67 in accrued unpaid interest; escrow deposits of \$11,046.00.

55. The Notice of Intention to Foreclose sent by McCabe stated that the total due from

Plaintiff to First Atlantic was in excess of \$48,000.00 on a principal loan amount of \$8,000.00 which had been paid in full 3 years prior.

56. The communication from McCabe stated that Plaintiff owed First Atlantic \$48,609.32, and that she must pay the full amount by October 22, 2018, "...in order to avoid institution of foreclosure proceedings."

57. As a result of the foregoing threat of litigation against her, Plaintiff retained counsel.

58. McCabe is a debt collection company, and as a debt collection company was attempting to collect a debt on behalf of First Atlantic when it sent the communication to Plaintiff threatening to take legal action against her.

59. The actions taken, and the communications sent to Plaintiff, by McCabe regarding the right to resort to the collateral and initiate legal proceedings was false.

60. Plaintiff was forced to retain Counsel to defend the allegations.

61. Plaintiff was forced to incur expenses to defend an action that was not permitted by law.

62. As a direct and proximate result of McCabe's unlawful conduct, Plaintiff has suffered and continues to suffer emotional distress, humiliation, anguish, anxiety, loss of sleep, and weight gain. She is worrying that they will try to take her home based upon a debt she does not owe. She does not understand how they can threaten a lawsuit for a debt she paid in full.

V. CLAIM FOR RELIEF FIRST COUNT

63. Plaintiff repeats and realleges and incorporates by reference the foregoing paragraphs.

64. The FDCPA, 15 U.S.C. § 1692e, provides a debt collector may not use any false, deceptive or misleading representation or means in connection with the collection of any debt.

65. In connection with the attempt to collect a debt, McCabe used false, deceptive, or

misleading representations or means, in violation of Section 807 of the FDCPA, 15 U.S.C. § 1692e, including, but not limited to, the following:

(a) Violating §1692e(2) of the FDCPA by falsely characterizing the legal status of the alleged debt; and

(b) Violating §1692e(5) of the FDCPA by threatening to take action that the Defendants do not have the legal right to take; and

66. The foregoing acts by McCabe constitute numerous and multiple violations of the FDCPA including, but not limited to, each and every one of the above-cited provisions of the FDCPA, 15 U.S.C. § 1692 et seq., with respect to Plaintiff.

67. As a result of McCabe's violations of the FDCPA, Plaintiff is entitled to actual damages pursuant to 15 U.S.C. § 1692k(a)(1); statutory damages in an amount up to \$1,000.00 pursuant to 15 U.S.C. § 1692k(a)(2)(A); and, reasonable attorney's fees and costs pursuant to 15 U.S.C. § 1692k(a)(3), from Defendant herein.

WHEREFORE, Plaintiff respectfully requests that judgment be entered against McCabe, for the following:

- A. Declaratory judgment that the conduct violated the FDCPA.
- B. Actual damages.
- C. Statutory damages pursuant to 15 U.S.C. § 1692k.
- D. Costs and reasonable attorney fees pursuant to 15 U.S.C. § 1692k.
- E. For such other and further relief as the Court may deem just and proper.

SECOND COUNT

68. Plaintiff repeats and realleges and incorporates by reference the foregoing paragraphs.

69. McCabe's acts, as described above, were done intentionally and with the purpose of threatening to take legal action against Plaintiff.

70. The FDCPA, 15 U.S.C. § 1692f provides it is unlawful for a debt collector to use any unfair or unconscionable means to collect or attempt to collect the alleged debt.

71. McCabe's actions in sending the written communication captioned Notice of Intention To Foreclose, alleging Plaintiff was in default, threatening to take legal action against Plaintiff and providing her until October 22, 2018 to pay \$48,609.32 on a debt that has been paid in full are violations of the Fair Debt Collection Practices Act.

72. As a result of the foregoing violations of the FDCPA, McCabe is liable to the Plaintiffs for a declaratory judgment that their conduct violated the FDCPA, actual damages, statutory damages, and costs and attorney fees.

WHEREFORE, Plaintiff respectfully requests that judgment be entered against McCabe for the following:

- A. Declaratory judgment that the conduct violated the FDCPA.
- B. Actual damages.
- C. Statutory damages pursuant to 15 U.S.C. § 1692k.
- D. Costs and reasonable attorney fees pursuant to 15 U.S.C. § 1692k.
- E. For such other and further relief as the Court may deem just and proper.

**THIRD COUNT
RESPONDEAT SUPERIOR LIABILITY**

73. Plaintiff repeats and realleges and incorporates by reference the foregoing paragraphs.

74. The doctrine of Respondeat Superior refers to a legal doctrine in which an employer

may be held responsible for the actions of his employees, when the actions are performed “in the course of employment.”

75. At all times it McCabe was acting on behalf of and for the benefit of First Atlantic and continues to act as the agent of First Atlantic.

76. The actions of McCabe, including their written communication, which constitute unlawful acts against Plaintiff as more further described herein, were committed within the time and space limits of their agency relationship with First Atlantic.

77. The acts by McCabe were of the same general nature as the responsibilities McCabe is normally directed to perform on behalf of First Atlantic in collecting consumer debts.

78. By committing these acts and omissions against Plaintiffs, McCabe was motivated to benefit their principal First Atlantic.

79. Defendant, First Atlantic, is therefore liable as a result of their direct action of failing to properly supervise McCabe through the Doctrine of Respondeat Superior for the intentional and negligent acts, errors, and omissions done in violation of state and federal law by McCabe pursuant to New Jersey Law Respondeat Superior Liability in their attempts to collect this debt from Plaintiffs.

WHEREFORE, Plaintiff prays that judgment be entered against First Atlantic:

- for an award of actual damages against Defendant and for Plaintiff;
- for an award of equitable damages against Defendant and for Plaintiff;
- for an award of compensatory damages pursuant Defendant and for Plaintiff;
- for an award of punitive damages pursuant against Defendant and for Plaintiff;
- for an award of costs of litigation and reasonable attorney’s fees against Defendant and for Plaintiff; and

- for such other and further relief as may be just and proper.

TRIAL BY JURY

Plaintiff is entitled to and hereby respectfully demands a trial by jury on all issues so triable. US Const. amend. 7. Fed.R.Civ.P. 38.

Respectfully submitted,

Dated: October 31, 2018

**IRA J. METRICK, ATTORNEY AT LAW,
LLC**

By: /s/Ira J. Metrick
Ira J. Metrick, Esq.
Attorney I.D.# 010331994
57 West Main Street
Freehold, NJ 07728
Telephone: (732) 863-1660
Facsimile: (732) 863-1949
ira@metrickesq.com

Attorney for Plaintiff

CERTIFICATION

The undersigned does hereby certify that the matter in controversy is not the subject of any other litigation, arbitration or other proceeding, either in existence or presently contemplated, between the parties of which I am aware.

Dated: 10/31/18

/s/ Ira J. Metrick

Title Source Inc.
1450 W Long Lake Rd.
Suite 400
Troy, MI 48098

This instrument was prepared by:
Marina Strang

INSTR # 2006185532
OR BK 13424 PG 6659
RECORDED 11/28/2006 08:07:00 AM
CARL W. BLOCK, COUNTY CLERK
OCEAN COUNTY, NEW JERSEY

2359490

FACT

MORTGAGE

10594058

4979435725

MIN 100039049794357251

THIS MORTGAGE is made this 24th day of October, 2006, between the Mortgagor, Dina M. Flory, a single woman

(herein "Borrower"), and the Mortgagee, Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns). MERS is organized and existing under the laws of Delaware, and has a mailing address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (388) 679-MERS. Quicken Loans Inc.

existing under the laws of the State of Michigan
20555 Victor Parkway, Livonia, MI 48152

("Lender") is organized and
, and has an address of

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$89,750.00, which indebtedness is evidenced by Borrower's note dated October 24, 2006 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on November 1, 2021

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in the county of Ocean State of New Jersey:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.
SUBJECT TO COVENANTS OF RECORD.

which has the address of 5206 Trotters Way
New Jersey 08755 (herein "Property Address");
(Street)
(City)

Toms River

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Mortgage; but, if necessary to comply with law or custom, MERS, (as nominee for Lender and Lender's successors and assigns), has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing or canceling this Mortgage.

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

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

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

NEW JERSEY - SECOND MORTGAGE - 1/80 - FNMA/FHLMC UNIFORM INSTRUMENT WITH MERS

76N(NJ) (0102)
1173259131

Form 3831

Amended 2/01

4979435725 0233 192 0104

VMP MORTGAGE FORMS - 10001622-7201

MERS MIN: 100039049794357251

4979435725

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 24th day of October, 2006, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Quicken Loans Inc.

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

5206 Trotters Way
Toms River, NJ 08755
[Property Address]

The Property includes a unit, together with an undivided interest in the common elements of, a condominium project known as:

Saratoga at Toms River
[Name of Condominium Project]

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

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

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-law; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the

MULTISTATE CONDOMINIUM RIDER-Single Family/Second Mortgage
1173259274

2018-208H (0003)

Page 1 of 3

VMP MORTGAGE FORMS - (800)521-7291

Initials: *dwj*

3/89



q04979435725 0153 194 0103

periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, from which Lender requires insurance, then: (i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and (ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage provided by the master or blanket policy.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.



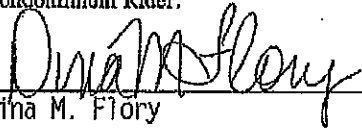
208R (0003)

Page 2 of 3

Initials: *dmf*

3/99

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.


Dina M. Flory (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

This is not a certified copy

 -208R (0003)

Page 3 of 3

3/99



EXHIBIT A

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND, WITH THE BUILDINGS AND IMPROVEMENTS THEREON ERECTED, SITUATE, LYING AND BEING IN THE TOWNSHIP OF DOVER, COUNTY OF OCEAN, STATE OF NEW JERSEY:

UNIT NO. 5206, SITUATED IN SARATOGA AT TOMS RIVER, A CONDOMINIUM (F/K/A LE RESORT, A CONDOMINIUM) TOGETHER WITH AN UNDIVIDED 0.2659574 PERCENTAGE INTEREST IN THE COMMON ELEMENTS OF SAID CONDOMINIUM (REFERRED TO IN THIS DEED AS THE CONDOMINIUM UNIT). THE CONVEYANCE EVIDENCED BY THIS DEED IS MADE UNDER THE PROVISIONS OF AND IS SUBJECT TO THE NEW JERSEY CONDOMINIUM ACT (N.J.S.A. 46:8B-1 ET SEQ.) AND THE PLANNED REAL ESTATE DEVELOPMENT FULL DISCLOSURE ACT (N.J.S.A. 22A-21 ET SEQ.) AS AMENDED AND ANY APPLICABLE REGULATIONS, ADOPTED UNDER EITHER LAW. THE CONVEYANCE EVIDENCED BY THIS DEED IS ALSO MADE IN ACCORDANCE WITH THE TERMS, LIMITATIONS, CONDITIONS, COVENANTS, RESTRICTIONS, EASEMENTS, AGREEMENTS AND OTHER PROVISIONS SET FORTH IN THAT CERTAIN MASTER DEED FOR LE RESORT, A CONDOMINIUM WHICH WAS RECORDED ON AUGUST 12, 1987 IN THE OFFICE OF THE CLERK OF OCEAN COUNTY IN BOOK 4583 OF DEEDS AT PAGE 129 ET SEQ. AMENDMENT I, DATED SEPTEMBER 28, 1988, RECORDED IN THE OCEAN COUNTY CLERK'S OFFICE IN BOOK 4712 AT PAGE 0982 ET. SEQ., AMENDMENT II, DATED APRIL 13, 1994 AND WHICH WAS RECORDED IN THE OCEAN COUNTY CLERK'S OFFICE IN DEED BOOK 5166 AT PAGE 290 ET. SEQ. AND AMENDMENT III DATED DECEMBER 12, 1995 AND WHICH WAS RECORDED IN THE OCEAN COUNTY CLERK'S OFFICE IN DEED BOOK 5327 AT PAGE 0355 ET. SEQ. AS SAME MAY NOW BE HEREAFTER LAWFULLY AMENDED.

NOTE FOR INFORMATION ONLY: BEING LOT(S) 2.02C5206, BLOCK 135, TAX MAP OF THE TOWNSHIP OF DOVER, COUNTY OF OCEAN.

Permanent Parcel Number: 135-2.02-C5206

10594058

EXHIBIT A
(continued)

DINA M. FLORY

5206 TROTTERS WAY, TOMS RIVER NJ 08755
Loan Reference Number : 34955/2350503
First American Order No: 10594058
Identifier: FIRST AMERICAN LENDERS ADVANTAGE

FLORY
10594058
FIRST AMERICAN LENDERS ADVANTAGE
MORTGAGE

When recorded mail to:
FIRST AMERICAN TITLE INSURANCE
LENDERS ADVANTAGE
1100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114
ATTN: FT1120

This is not a certified copy



2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.



11. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. **Governing Law; Severability.** The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. **Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

15. **Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

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

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

17. **Acceleration; Remedies.** Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, attorneys' fees permitted by Rules of Court, and costs of abstracts, title reports and documentary evidence.

18. **Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. **Assignment of Rents; Appointment of Receiver.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

20. **Release.** Upon payment of all sums secured by this Mortgage, Lender shall cancel this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.



21. No Claim of Credit for Taxes. Borrower will not make or claim credit on or deduction from the principal or interest on the sums secured by this Mortgage by reason of any municipal or governmental taxes, assessments or charges assessed upon the Property, nor claim any deduction from the taxable value of the Property by reason of this Mortgage.

**REQUEST FOR NOTICE OF DEFAULT
AND FORECLOSURE UNDER SUPERIOR
MORTGAGES OR DEEDS OF TRUST**

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Signed, Sealed and Delivered
in the Presence of:

Witness

Dina M. Flory
Dina M. Flory 10/24/2006 (Seal)
-Borrower

Witness

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Sign Original Only)

STATE OF NEW JERSEY,

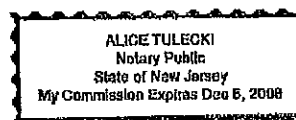
Ocean

County ss:

On this 24th day of October, 2006, before me, the subscriber, personally appeared Dina M. Flory, a single woman

is the person(s) named in and who executed the within instrument, and thereupon acknowledged that he/she signed, sealed and delivered the same as his/her act and deed, for the purposes therein expressed.

Alice Tulecki
Notary Public Alice Tulecki



Record and Return To:
Sharyn Lobby
Chiclen Loans Inc.
20755 Victor Parkway
Livonia, MI 48152
(248) 766-0102

List Of Marks

01

SEE DIS OR BK 14347 PG1311 CURR DATE 07/08/2009

This is not a certified copy

NOTE

May 22, 2009
[Date]

Eaton town,
[City]

New Jersey
[State]

5206 Trotters Way, Toms River, New Jersey, 08755

[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 8,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is

FIRST ATLANTIC FEDERAL CREDIT UNION

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

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

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 6.250 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

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

I will make my monthly payment on the 22nd day of each month beginning on June 22, 2009 below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on June 22, 2014, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 468 INDUSTRIAL WAY WEST
EATONTOWN, NJ, 07724

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

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 155.60

4. BORROWER'S RIGHT TO PREPAY

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

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

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

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of Fifteen calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

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

(C) Notice of Default

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

(D) No Waiver By Note Holder

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

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

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

7. GIVING OF NOTICES

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

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

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

9. WAIVERS

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

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in

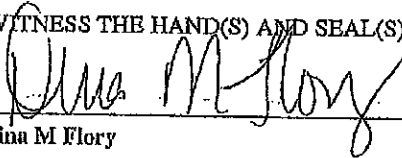
this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

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

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

Borrower has executed and acknowledges receipt of pages 1 through 3 of this Note.

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


Dina M Flory

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

[Sign Original Only]

After Recording Return To:



FLORY, DINA M

Record and Return To:
Fiserv Lending Solutions
P.O. BOX 2590
Chicago, IL 60690

[Space Above This Line For Recording Data]

MORTGAGE

DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated May 22, 2009, together with all Riders to this document.

(B) "Borrower" is Dina M Flory

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is First Atlantic Federal Credit Union

Lender is a Credit Union
the laws of

United States Of America

organized and existing under
. Lender's address is

468 Industrial Way West, Eatontown, New Jersey, 07724

(D) "Note" means the promissory note signed by Borrower and dated May 22, 2009. The Note states that Borrower owes Lender Eight Thousand Dollars And No Cents

Dollars (U.S. \$8,000.00)

plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than June 22, 2014

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

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

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

☐ Adjustable Rate Rider

☒ Condominium Rider

☐ Second Home Rider

☐ Balloon Rider

☐ Planned Unit Development Rider

☐ Other(s) [specify]

☐ 1-4 Family Rider

☐ Biweekly Payment Rider

NEW JERSEY—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

ITEM 1924L1 (0011)

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Form 3031 1/01

GREATLAND ■

To Order Call: 1-800-530-9393 □ Fax: 618-791-1131

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

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

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

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

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

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

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

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

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

County
[Type of Recording Jurisdiction]

of

Ocean
[Name of Recording Jurisdiction]

which currently has the address of

5206 Trotters Way,
[Street]

Toms River,
[City]

, New Jersey

08755
[Zip Code]

("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

NEW JERSEY—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

ITEM 1924L2 (0011)

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Form 3031 1/01

GREATLAND ■

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

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

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

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

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

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

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

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

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

the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

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

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

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

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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith, or defends against enforcement of the lien in legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

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

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

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage.

Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

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

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

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

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

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

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

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false,

misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse

to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

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

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

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

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

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

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

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

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

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

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

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

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

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

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

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

response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

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

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

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

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

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

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

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 11 of this Security Instrument and in any Rider executed by Borrower and recorded with it.

Dina M Flory
Dina M Flory

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

Signed, sealed and delivered in the presence of:

State of NJ
County of

Monmouth

, ss

On this
Dina M Flory

22nd

day of

May 2019

, before me, the subscriber, personally appeared

is the person(s) named in and who executed the within instrument, and thereupon acknowledged that he/she signed, sealed and delivered the same as his/her act and deed, for the purposes therein expressed.

who, I am satisfied,
he/she

Dina Lynn Carlo

Notary Public

DINA LYNN CARLO
NOTARY PUBLIC OF NEW JERSEY
Commission Expires May 19, 2013

NEW JERSEY—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

ITEM 1924L11 (0011)

(page 11 of 11 pages)

Form 3031 1/01

GREATLAND

To Order Call: 1-800-530-9393 Fax: 616-791-1131

J1421487

SCHEDULE A

ALL THAT CERTAIN PROPERTY SITUATED IN THE TOWNSHIP OF TOMS RIVER, COUNTY OF OCEAN, AND STATE OF NEW JERSEY BEING MORE PARTICULARLY DESCRIBED IN A DEED RECORDED IN BOOK 11511 AT PAGE 715 AMONG THE LAND RECORDS OF THE COUNTY SET FORTH ABOVE.

KNOWN AS: 5206 TROTTERS WAY

This is not a certified copy

List of Marks

01

SEE C/M OR BK 16143 PG457 CURR DATE 07/24/2015

This is not a certified copy



June 5, 2015

Dina Flory
5206 Trotters Way
Toms River, NJ 08755

RE: Cancellation of Mortgage

Dear Ms. Flory:

Enclosed please find your original mortgage stamped "PAID" This document is your proof that the loan has been paid in full and should be kept with your personal documents.

If you have no other mortgages with First Atlantic Federal Credit Union, please be sure to contact your insurance agent and have First Atlantic removed as the loss payee from your homeowner's policy.

If you have any questions, please contact us direct at 732-380-3600, extension 3903.

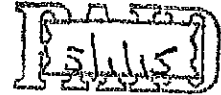
Thank you for allowing First Atlantic FCU the opportunity to provide financial services, we value our relationship.

Sincerely,

Jay R. Camassa

Consumer Lending Clerk
Real Estate Lending Department

468 Industrial Way West Eatontown, NJ 07724
732-380-3600/800-342-1184
www.fafcu.com



NOTE

May 22, 2009
[Date]

Eatontown,
[City]

New Jersey
[State]

5206 Trotters Way, Toms River, New Jersey, 08755

[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 8,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is

FIRST ATLANTIC FEDERAL CREDIT UNION

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

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

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 6.250 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

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

I will make my monthly payment on the 22nd day of each month beginning on June 22, 2009

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on June 22, 2014, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 468 INDUSTRIAL WAY WEST
EATONTOWN, NJ, 07724

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

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 155.60

4. BORROWER'S RIGHT TO PREPAY

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

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

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

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of Fifteen calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

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

(C) Notice of Default

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

(D) No Waiver By Note Holder

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

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

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

7. GIVING OF NOTICES

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

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

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

9. WAIVERS

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

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in

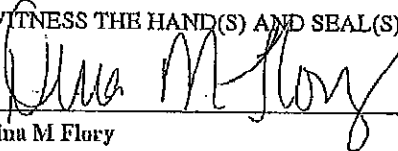
this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

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

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

Borrower has executed and acknowledges receipt of pages 1 through 3 of this Note.

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


Dina M Flory

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

[Sign Original Only]

Ocean County Document Summary Sheet		INSTR # 2009083983 OR BK 14374 PG 85 RECORDED 08/03/2009 11:56:07 AM CARL W. BLOK, COUNTY CLERK OCEAN COUNTY, NEW JERSEY
OCEAN COUNTY PO BOX 2191 COURTHOUSE TOMS RIVER NJ 08754 <div style="position: absolute; top: 100px; left: 150px; font-size: 2em; font-family: cursive;"> 4CM(2) 20 CASH #4654 </div>		Official Use Only
Transaction Identification Number		1243194 372026
Submission Date(mm/dd/yyyy)	08/03/2009	Return Address (for recorded documents) FISERV P.O. BOX 4590 CHICAGO, IL 60690
No. of Pages (excluding Summary Sheet)	12	
Recording Fee (excluding transfer tax)	\$140.00	
Realty Transfer Tax	\$0.00	
Total Amount	\$140.00	
Document Type	MORTGAGE	
Municipal Codes TOMS RIVER TOWNSHIP		
Batch Type L2 - LEVEL 2 (WITH IMAGES)		
Bar Code(s) <div style="display: flex; justify-content: space-around; align-items: center;"> <div style="border: 2px solid black; padding: 10px; text-align: center;"> <div style="font-size: 2em; font-weight: bold; transform: rotate(-5deg);">CANCELLED</div> <div style="font-size: 1.2em; margin-top: 10px;">JUL 23 2015</div> <div style="font-size: 0.8em; margin-top: 10px;">SCOTT M. COLABELLA, COUNTY CLERK BY <i>[Signature]</i> SPECIAL DEPUTY CLERK</div> </div> </div>		
<div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> <p>06 09 47</p> </div> <div style="width: 60%; text-align: right;"> INSTR # 2015073508 OR BK 16143 PG 457 RECORDED 07/24/2015 08:51:41 AM SCOTT M. COLABELLA, COUNTY CLERK OCEAN COUNTY, NEW JERSEY </div> </div>		
Additional Information (Official Use Only)		
<div style="border: 1px solid black; padding: 10px; min-height: 100px;"> <div style="font-size: 2em; font-family: cursive; position: absolute; top: 10px; left: 10px;">C+R CR</div> FIRST ATLANTIC 468 INDUSTRIAL WAY WEST EATONTOWN, NJ 07724 </div>	<div style="border: 1px solid black; padding: 10px; min-height: 100px;"> THE WITHIN MORTGAGE HAVING BEEN FULLY PAID AND SATISFIED, THE CLERK OF Ocean COUNTY IS HEREBY AUTHORIZED TO CANCEL SAME OF RECORD. FIRST ATLANTIC FEDERAL CREDIT UNION BY <i>[Signature]</i> Jodi Carrasco, Lending Clerk </div>	
* DO NOT REMOVE THIS PAGE. COVER SHEET (DOCUMENT SUMMARY FORM) IS PART OF OCEAN COUNTY FILING RECORD. RETAIN THIS PAGE FOR FUTURE REFERENCE.		

After Recording Return To:



FLORY, DINA M

Record and Return To:
Fiserv Lending Solutions
P.O. BOX 2590
Chicago, IL 60690

[Space Above This Line For Recording Data]

MORTGAGE

DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated May 22, 2009, together with all Riders to this document.

(B) "Borrower" is Dina M Flory

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is First Atlantic Federal Credit Union

Lender is a Credit Union
the laws of

United States Of America

organized and existing under
Lender's address is

468 Industrial Way West, Eatontown, New Jersey, 07724

(D) "Note" means the promissory note signed by Borrower and dated May 22, 2009. Lender is the mortgagee under this Security Instrument. The Note states that Borrower owes Lender Eight Thousand Dollars And No Cents

Dollars (U.S. \$8,000.00)

plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than June 22, 2014

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

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

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

☐ Adjustable Rate Rider

☒ Condominium Rider

☐ Second Home Rider

☐ Balloon Rider

☐ Planned Unit Development Rider

☐ Other(s) [specify]

☐ 1-4 Family Rider

☐ Biweekly Payment Rider

NEW JERSEY—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

ITEM 1924L1 (0011)

(Page 1 of 11 pages)

Form 3031 1/01

GREATLAND
To Order Call: 1-800-530-5393 Fax: 616-791-1131

----- Forwarded message -----

From: Christina Tello <hrrclead@housingall.org>

Date: Thu, Oct 25, 2018 at 3:31 PM

Subject: Re: FW: Loss Mitigation

To: Amanda Shannon <ashannon@mw-law.com>

Cc: Brian Butwin <BButwin@mw-law.com>

Hi Amanda,

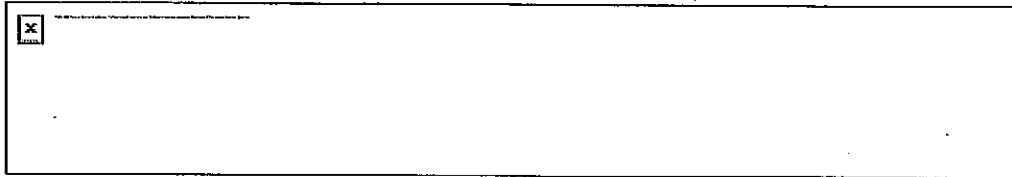
Thank you for your message. Can you advise or obtain a date from your client when they received the documents? I provided via e-mail to both your office and the lender's (Mr. Pigman) at the end of July, however I wondered from Brian's e-mail on 9/25 if they were unnoticed and only received by FAFCU at the end of September. We are approaching a review time of 90 days since the original package was submitted which is longer than expected.

Sincerely,

Christina Tello, MSW
Assistant Director of Housing Outreach Services

Affordable Housing Alliance
1415 Hooper Avenue, Suite 301, Toms River, NJ 08753
Phone: (732) 256-8650
Fax: (732) 240-3639

www.housingall.org | www.facebook.com/AffordableHousingAlliance



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On Thu, Oct 25, 2018 at 3:26 PM, Amanda Shannon <ashannon@mwc-law.com> wrote:

Hello Christina,

At this time; we have no new information. All docs provided have been sent to our client. I just sent a follow up request to our client for status as well. I will let you know as soon as I receive a response.

Thank you,



Amanda Shannon
McCabe, Weisberg & Conway, LLC
Suite 201
216 Haddon Ave.
Westmont, NJ 08108
ashannon@mwc-law.com
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Direct: (856) 946-5049
Fax: (856) 858-7020
Escalation: EscalatedNJ@mwc-law.com

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From: Christina Tello [<mailto:hrrclead@housingall.org>]

Sent: Tuesday, October 02, 2018 1:49 PM

To: Brian Butwin

Cc: Kate Meyer

Subject: Re: Loss Mitigation

Hi Brian,

Any word from the lender on when they started processing the documents?

Sincerely,

Christina Tello, MSW

Assistant Director of Housing Outreach Services

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I will be out of the office for training on Wednesday, September 26th and Friday, September 28th.

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On Tue, Sep 25, 2018 at 3:12 PM, Christina Tello <hrrclead@housingall.org> wrote:

Hi Brian,

Okay, thank you very much.

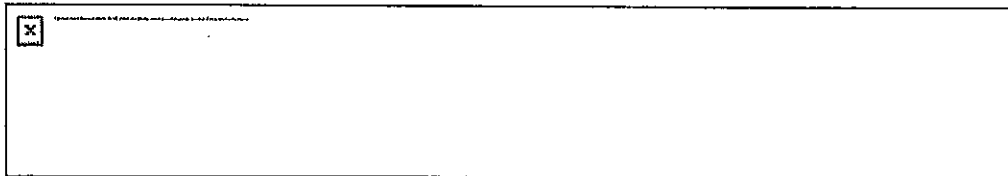
Sincerely,

Christina Tello, MSW

Assistant Director of Housing Outreach Services

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On Tue, Sep 25, 2018 at 3:03 PM, Brian Butwin <BButwin@mwc-law.com> wrote:

Hi Christina,

I asked our Client to clarify and I'll let you know of any response. Feel free to keep in touch.

Thank you,



Brian Butwin
McCabe, Weisberg & Conway, LLC
Suite 201
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Westmont, NJ 08108
BButwin@mwc-law.com
Main: (856) 858-7080 x4328
Direct: (856) 559-2328
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Escalation: EscalatedNJ@mwc-law.com

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From: Christina Tello [mailto:hrrclead@housingall.org]
Sent: Tuesday, September 25, 2018 12:33 PM
To: Brian Butwin
Cc: Kate Meyer
Subject: Re: Loss Mitigation

Hi Brian,

Thank you for your quick response. The updated documentation was provided via e-mail at the end of July. Can you please confirm your client received it and began processing it at that time, not just now?

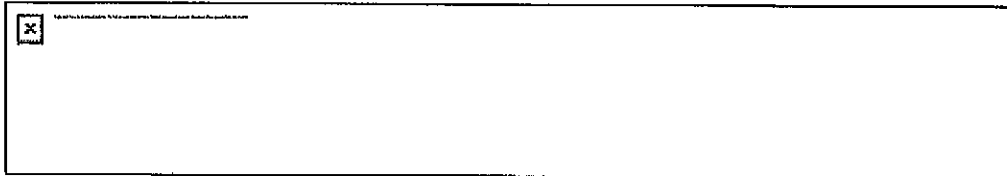
Sincerely,

Christina Tello, MSW

Assistant Director of Housing Outreach Services

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On Tue, Sep 25, 2018 at 12:28 PM, Brian Butwin <BButwin@mwc-law.com> wrote:

Re: Flory, Dina / Loan # XXX5832

Good Afternoon Loren,

Please be advised that I did forward the updated financial information from the Borrower(s) to our Client for review. I also see your email earlier today so I guess you have been in communication with our Client as well. Please feel free to keep in touch.

Thank you,



Brian Butwin
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From: Christina Tello [mailto:hrrclead@housingall.org]
Sent: Monday, September 24, 2018 4:12 PM
To: Brian Butwin
Subject: Fwd: Loss Mit app from Borrower Flory XXX5832

Hi Brian,

Please see below.

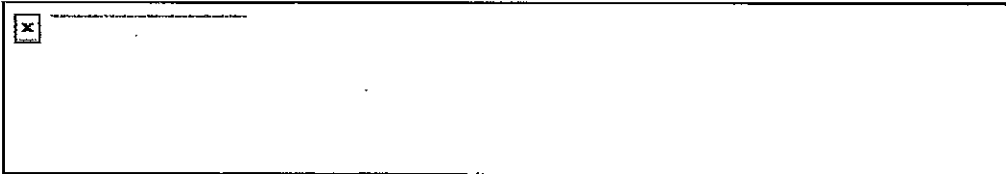
Sincerely,

Christina Tello, MSW

Assistant Director of Housing Outreach Services

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----- Forwarded message -----

From: **Christina Tello** <hrrclead@housingall.org>
Date: Fri, Jul 27, 2018 at 1:26 PM
Subject: Re: Loss Mit app from Borrower Flory XXX5832
To: Loren Pigman <Loren.Pigman@fafcu.com>
Cc: Kate Meyer <kmeyer@mwc-law.com>

Good afternoon Mr. Pigman,

I spoke with the borrower and she said you informed her that she would likely be denied as her budget shows she can afford the current mortgage payment, and that she could afford an even higher mortgage payment. I am hopeful that this was just a miscommunication as I am sure FAFCU would not want to discourage customers from following through with a modification application for home retention.

Please note that the borrower's budget sheet shows a \$1,285.33 surplus, however that is according to her gross income. Her actual monthly net surplus (not accounting for upcoming medical bills) is \$947.96. Her net income has decreased since the initial application and attached is an updated Annuity statement.

I want to make sure that the borrower's current ability to pay will not invalidate her previous hardship. Though the budget shows she can afford the current mortgage payment, that is only because she declared bankruptcy to discharge the debt that was previously interfering with her ability to pay the mortgage. Included with the attached documents is a signed statement from her attesting to that fact, and that she has upcoming surgeries for which she will need to pay a sizeable amount-of-pocket. Those expenses are not able to be included on the budget as of yet as she has not yet been provided with quotes by her medical professionals.

Please see the following documents attached as per your request:

1. Copies of 2016 and 2017 Federal Income Tax Returns including all schedules
2. Copies of 3 months utility bills
3. Copies of outstanding and or anticipated medical bills (This is addressed the attached signed statement. There are currently no outstanding medical bills for previous treatment and she is unable to provide documentation of the anticipated medical bills for upcoming procedures at this moment in time.)
4. Updated Annuity Statement as of 7/1/2018

Please let me know if there is anything else needed.

Sincerely,

Christina Tello, MSW
Lead Housing Recovery Specialist

Affordable Housing Alliance
11 White Street, Eatontown, NJ 07724
1415 Hooper Avenue, Suite 301, Toms River, NJ 08753
Phone: (732) 256-8650
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"Growth is painful. Change is painful. But nothing is as painful as staying where you do not belong." - N.R. Narayana Murthy

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On Thu, Jul 19, 2018 at 8:14 AM, Loren Pigman <Loren.Pigman@fafcu.com> wrote:

Good Morning Kate,

Attached, please find a request for more information from Ms. Flory. As soon as this information is received, we will be able to make a more informed decision as to her request. This letter is being sent today via regular and certified mail to the borrower.

If there are any questions regarding the letter, please feel free to contact me.

Loren Pigman

Collection Supervisor

First Atlantic Federal Credit Union

468 Industrial Way West

Eatontown, NJ 07724

Phone: (732) 380-3600 Ext. 3611

Fax: (732) 380-3638

From: Kate Meyer <KMeyer@mwc-law.com>

Sent: Wednesday, July 11, 2018 4:26 PM

To: Loren Pigman

Subject: Loss Mit app from Borrower Flory xxx5832

Re: Flory, Dina / Loan # XXX5832

Good Afternoon Loren,

We are in receipt of a Loss Mitigation application from the Borrower. Attached herein is a copy of the Loss Mitigation package. While the Loss Mitigation package may already have been sent to you by the Borrower, we wanted to inform you of the following deadlines in which a response, in writing, to the Borrower from you will need to be made. In accordance with 1024.41 of the Real Estate Settlement Procedures Act (Regulation X), so long as the Borrower submits a loss mitigation application 45 days or more before a foreclosure sale, the servicer shall promptly review the application and determine if it complete. Thereafter, servicer shall notify the Borrower in writing within 5 business days after receiving the application whether the application is completed or incomplete. If incomplete, the needed documents and information should be stated in the correspondence to the Borrower. Also, the notice shall include a reasonable date by which the additional documents or information should be submitted by.

If the application is complete, and it is more than 37 days before the foreclosure sale, then within 30 business days of receipt of the complete loss mitigation application, the servicer shall evaluate the Borrower for all loss mitigation options and provide the Borrower with a notice in writing stating the servicer's determination of which loss mitigation options – if any – the Borrower qualifies for.

If you need any additional information regarding these regulations, please contact Carol Rogers Cobb, Esquire, our Litigation Manager, whose e-mail address is CCobb@mwc-law.com and phone number (856) 858-7080.

If you need any additional information regarding the loss mitigation review, please contact Kate Meyer, Legal Assistant, whose e-mail address is kmeyer@mwc-law.com and phone number (856) 858-7080.

Thanks,

Kate Meyer
McCabe, Weisberg & Conway, LLC
Suite 201
216 Haddon Ave.
Westmont, NJ 08108
KMeyer@mwc-law.com
Main: (856) 858-7080
Direct: (856) 858-7080
Fax: (856) 858-7020
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McCABE, WEISBERG & CONWAY, LLC
SUITE 201
216 HADDON AVENUE
WESTMONT, NJ 08108
(856) 858-7080
FAX (856) 858-7020

Marisa Cohen, Esquire, NJ Managing Attorney
NJ ID 017032001

September 21, 2018

Dina Flory
5206 Trotters Way
Toms River, New Jersey 08755-1919

RE: Original Mortgage Dated: May 22, 2009 in the amount of \$8,000.00

Current Mortgage Holder ("Lender"): First Atlantic Federal Credit Union
Address: 468 Industrial Way West
Eatontown, New Jersey 07724

Location of Mortgaged Property: 5206 Trotters Way
Toms River, New Jersey 08755-1919

Loan Number: 9985832

NOTICE OF INTENTION TO FORECLOSE MORTGAGE

Dear Borrower:

The Mortgage held or serviced by First Atlantic Federal Credit Union on your property located at 5206 Trotters Way, Toms River, New Jersey 08755-1919 is in default. **This situation is serious and your Lender, in their own name or by and through their Servicer, Assignee or other authorized representative, intends to institute a foreclosure lawsuit against you.** Please be advised of the following:

1. The Mortgage at issue is dated May 22, 2009, was given to secure a loan in the original principal amount of \$8,000.00, and is a lien on the property located at 5206 Trotters Way, Toms River, New Jersey 08755-1919.
2. The said Mortgage is in default because regular monthly payments have not been maintained according to the terms of the Mortgage contract. Specifically, the following Payments and/or other contractual charges are due, unpaid and owing:

Monthly Payments (June 1, 2016)	\$11,267.65
Interest Due	\$27,195.67
Escrow Deposits	\$11,046.00
Minus Unapplied	\$900.00
Total Due	\$48,609.32

This is a communication from a debt collector.
This letter may be an attempt to collect a debt and any information obtained will be used for that purpose.

Because of Interest, Late Charges and other charges that vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after your payment is received, in which event you will be informed before depositing your check for collection. For further information, write to the undersigned or contact the Lender's authorized representative identified in paragraph 11 of this letter.

3. You have the right to cure the default, together with any payments or other charges which may subsequently become due, at any time up to the entry of a Final Judgment in Foreclosure or Order of redemption if you pay or tender all sums which would have been due in the absence of default at the time of such payment; perform any other obligation which you would have been bound to perform in the absence of default or the exercise of an acceleration clause; pay or tender Court costs, if any, and attorneys' fees in amount not to exceed the amount permitted under the Rules of governing the Courts of the State of New Jersey; and, pay all contractual late charges as provided for in the Note or Mortgage.
4. You may cure the default by paying or tendering the sum of \$48,609.32, as itemized above on or before October 22, 2018.
5. You must cure the default as stated above by October 22, 2018 in order to avoid institution of foreclosure proceedings. Payment or tender shall be made to the Lender: First Atlantic Federal Credit Union, 468 Industrial Way West, Eatontown, New Jersey 07724.
6. If the default is not cured by the date stated in Paragraph 5 of this letter, the Lender, in their own name First Atlantic Federal Credit Union or their Assignee or other authorized representative may take steps to terminate your ownership in the mortgaged property by initiating foreclosure proceeding in a Court of competent jurisdiction. You could lose your home as a result of the Mortgage default.
7. If foreclosure proceedings are instituted, you still have the right to cure the default, but you will be required to pay Court costs and attorneys' fees as provided for by law.
8. You have the right to transfer the mortgaged property to another person subject to the Mortgage and any such transferee may have the right to cure the default as provided for by law, subject to the provisions of the Mortgage documents.
9. You should seek counsel from an attorney at law of your own choice concerning your residential Mortgage default situation. If you are unable to obtain an attorney, you may communicate with the New Jersey Bar Association or Lawyer Referral Service in the county in which the residential property securing the Mortgage loan is located. If you are unable to afford an attorney, you may be eligible for free subsidized legal assistance and you may communicate with the Legal Services Office in the county in which the mortgaged property is located.

This is a communication from a debt collector.

This letter may be an attempt to collect a debt and any information obtained will be used for that purpose.

10. You may be eligible for financial assistance for curing the default from programs operated by the State or Federal governments, or non-profit organizations, if any, identified by the Commissioner of Banking of the State of New Jersey, whose telephone number is (609) 292-3420. Annexed hereto is a list of such Financial Assistance Agencies which may help you.
11. If you disagree with the assertion that the Mortgage is in default, or if you disagree with the calculations of the amount required to cure the default as stated in this letter, you may contact the Lender's authorized representative.
First Atlantic Federal Credit Union
Attn: Loss Mitigation Department
468 Industrial Way West
Eatontown, New Jersey 07724
732-380-3600 x3437

If full payment of the amount in default is not made as stated in this letter, a Mortgage foreclosure lawsuit against you will be instituted. If the Mortgage is foreclosed, the mortgaged property will be sold by the Sheriff or other officer authorized by law and the proceeds of Sale applied to the Mortgage debt. If you have not been discharged in a bankruptcy and/or otherwise remain personally obligated on the debt, you may also be sued personally for all sums due under the Note or other instrument evidencing your personal obligation to repay the loan, as provided for by law. Payment must be in cash, cashier's check, certified check or money order and payable to us at the address stated in this letter. Please include your loan number or mortgage account number on any payment or correspondence.

If foreclosure proceedings are instituted against you, you have the right to assert in such proceedings the non-existence of default or any other defenses you may have to acceleration or foreclosure, as provided for by applicable law. In addition, you may have other rights provided for by State, by Federal Law, or by the mortgage contract documents.

If you cure the default, the Mortgage will be restored to the same position as if no default had occurred. However, you are not entitled to this right as a matter of law more than once every 18 months.

If you received a discharge of the debt in Bankruptcy proceedings and if the debt has not been reaffirmed, the acceleration of the debt and foreclosure proceedings will not result in your being held personally liable for the debt. This letter is not an attempt to collect a personal debt. However, failure to pay the delinquent balance is necessary to avoid foreclosure.

Yours Truly,

First Atlantic Federal Credit Union

This is a communication from a debt collector.

This letter may be an attempt to collect a debt and any information obtained will be used for that purpose.

**NOTICE REQUIRED BY THE FAIR DEBT COLLECTION PRACTICES ACT,
(the Act), 15 U.S.C. SECTION 1692, et seq.**

To the extent the Act may apply, please be advised of the following:

1. The amount of the original debt is stated in paragraph one of the Notice of Intention to Foreclose Mortgage attached hereto.
2. The Entity who is named in the attached Notice of Intention to Foreclose Mortgage is the Creditor to whom the debt is owed.
3. The debt described in the Notice attached hereto will be assumed to be valid by the Lender/Servicer, unless the Debtor(s), within thirty days after receipt of this Notice, disputes the validity of the debt or some portion thereof.
4. If the Debtor notifies the Lender/Servicer within thirty days of the receipt of this Notice that the debt or any portion thereof is disputed, the Lender/Servicer will obtain verification of the debt and a copy of the verification will be mailed to the Debtor by the Lender/Servicer.
5. If the Creditor is not the original Creditor, and if the Debtor makes a request to the Lender/Servicer within thirty days from the receipt of this notice, the name and address of the original Creditor will be mailed to the Debtor by the Servicer.
6. The request should be addressed to First Atlantic Federal Credit Union, 468 Industrial Way West, Eatontown, New Jersey 07724.

The following is a list of governmental and non-profit entities that may provide financial assistance or counseling to borrowers in foreclosure. It is recommended that you consult with your attorney.

American Credit Alliance, Inc. 26 S. Warren St. Trenton, NJ 08608 609-393-5400	Atlantic Human Resources, Inc. 1 S. New York Ave. Atlantic City, NJ 08401 609-348-4131	Clarifi 1301 Bacharach Blvd. Atlantic City, NJ 08401 1-800-989-2227
Clarifi 302 Commerce Square Blvd. Burlington, NJ 08016 1-800-989-2227	Clarifi 1060 North Kings Highway Suite 315 Cherry Hill, NJ 08034 1-800-989-2227	Clarifi 4 E. Jimmie Leeds Road, Suite 9 Galloway, NJ 08205 1-800-989-2227
Consumer Credit Counseling Service of Central New Jersey 1931 Nottingham Way Hamilton, NJ 08619 609-586-2574	Consumer Credit Counseling Service of New Jersey 185 Ridgedale Ave. Cedar Knolls, NJ 07927-1812 973-267-4324	Fair Housing Council of Northern New Jersey 131 Main St. Hackensack, NJ 07601 201-489-3552
Garden State Consumer Credit Counseling, Inc. 225 Willowbrook Road Freehold, NJ 07728 1-800-992-4557	Jersey Counseling & Housing Development, Inc. 29 S. Blackhorse Pike Blackwood, NJ 08012 856-227-3683	Jersey Counseling & Housing Development, Inc. 1840 S. Broadway Camden, NJ 08104 856-541-1000
Mercer County Hispanic Association 200 E. State St., 2nd Floor Trenton, NJ 08607 609-392-2446	Middlesex County Economic Opportunities Corporation 1215 Livingston Ave. North Brunswick, NJ 08902 732-790-3344	Monmouth County Human Services Housing Services Unit PO Box 3000 Freehold, NJ 07728 732-431-7998
NJ Citizen Action (main office/financial education center) 744 Broad St., Suite 2080 Newark, NJ 07102 973-643-8800 1-800-NJ-OWNER (loan counseling) 1-888-TAXES-11 (free tax preparation assistance)	NJ Citizen Action (Central Jersey) 85 Raritan Ave., Suite 100 Highland Park, NJ 08904 732-246-4772	NJ Citizen Action (South Jersey) 2 Riverside Drive, Suite 362 Camden, NJ 08103 856-966-3091
Ocean Community Economic Action Now, Inc. 22 Hyers St. Toms River, NJ 08753-0773 732-244-2351, ext. 2	Paterson Coalition for Housing, Inc. 262 Main St., 5th Floor Paterson, NJ 07505 973-684-5998	Paterson Task Force for Community Action, Inc. 155 Ellison St. Paterson, NJ 07505 973-279-2333
Puerto Rican Action Board Housing Coalition Unit 90 Jersey Ave. New Brunswick, NJ 08903 732-249-9700	Tri-County Community Action Agency, Inc. 110 Cohansey St. Bridgeton, NJ 08302 856-451-6330	Urban League for Bergen County 106 W. Palsade Ave. Englewood, NJ 07631 201-568-4988
Urban League for Essex County 508 Central Ave. Newark, NJ 07101 973-624-9535	Urban League of Union County 288 N. Broad St. Elizabeth, NJ 07208 908-351-7200	Homelessness Prevention Program New Jersey Department of Community Affairs (866) 889-6270*

This is a communication from a debt collector.

This letter may be an attempt to collect a debt and any information obtained will be used for that purpose.

Information can also be found at:

<http://www.njhousing.gov/foreclosure/>

http://www.state.nj.us/dobi/division_consumers/finance/counselors.html

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