

**Hon. Arnold L. Natali Jr.'s Motion List for July 21, 2017**

| CAPTION                                 | DK | DK #  | YR | MTN # | MOTION TYPE             | OUTCOME   | NOTES                       |
|---|----|-------|----|-------|-------------------------|-----------|-----------------------------|
| BLAZAS DAWN VS NJ DIV OF PENSION        | C  | 34    | 17 |       | MOTION TO DISMISS       | ADJOURNED | ADJ TO 8/18/2017            |
| BRM PARKWAY CENTER VS MIDDLESEX WAT     | C  | 196   | 16 | 13    | EXTEND RESTRAINTS       | ADJOURNED | ADJ TO 7/25/2017            |
| DICKENS TRACEY VS SEDGWICK CLAIMS       | L  | 5305  | 16 |       | MOTION TO DISMISS       | ADJOURNED | ADJ TO 8/18/2017            |
| FONTAINA ANGELINA VS NEW YORK LIFE      | L  | 32    | 17 |       | MOTION TO DISMISS       | ADJOURNED | ADJ TO 8/4/2017             |
| HRUSHKOUSKI DZMITRY VS CAVALRY SPV      | L  | 5866  | 16 |       | MOTION TO DISMISS       | ADJOURNED | 8/18/2017 PER 5/31/17 ORDER |
| JACQUES RUSSELL VS JACQUES RICHARD      | L  | 3399  | 17 | 811   | MOTION TO CONSOLIDATE   | ADJOURNED | ADJ TO 8/4/2017             |
| IN RE BENJAMIN OCHIRBAT                 | C  | 128   | 16 | 10    | CORRECT BIRTH RECORD    | DENIED    |                             |
| JURKIEWICZ KATHERINE VS QUEST DIAGNOS   | L  | 1432  | 15 |       | MOTION TO DISMISS       | ADJOURNED | ADJ TO 7/28/2017            |
| KVK TECH INC VS AMURTHAM INC            | L  | 1040  | 17 | 108   | MOTION TO DISMISS       | ADJOURNED | ADJ TO 9/1/2017             |
| LAKE ESTATES VS FALCON ENGINEERING      | L  | 6171  | 15 |       | VACATE DISMISSAL        | GRANTED   |                             |
| LATTANZIO MICHELLE VS NAYYAR            | L  | 1430  | 15 |       | PT. SUMMARY JUDGMENT    | ADJOURNED | ADJ TO 8/4/2017             |
| LEILI STEPHEN VS STATE DIVISION OF MOTO | C  | 58    | 17 | 18    | REINSTATE LICENSE       | ADJOURNED | ADJ TO 8/4/2017             |
|   |    |       |    | 22    | MOTION TO DISMISS       | ADJOURNED | ADJ TO 8/4/2017             |
| ST CYRILLUS VS POLISH NATIONAL CATHOLIC | C  | 37    | 17 | 21    | SUMMARY JUDGMENT        | PARTIAL   |                             |
|   |    |       |    | 20    | SUMMARY JUDGMENT        | ADJOURNED |                             |
|   |    |       |    | 14    | MOTION TO COMPEL        | GRANTED   |                             |
| SIERRA ERIK VS H&S CONSTRUCTION         | L  | 6636  | 16 |       | MOTION TO DISMISS       | GRANTED   |                             |
| SWEENEY BARBARA VS ESTATE OF FOSTER     | C  | 54    | 16 | 9     | SALE OF REAL PROPERTY   | WITHDRAWN | PER 7/19/17 CONSENT ORDER   |
| TOWNSHIP OF MONROE VS LOVES TREE REN    | C  | 46    | 17 | 1     | SUMMARY JUDGMENT        | DENIED    |                             |
|   |    |       |    | 20    | SUMMARY JUDGMENT        | DENIED    |                             |
|   |    |       |    | 11    | ENFORCE LITS. RIGHTS    | ADJOURNED | ADJ TO 8/4/2017             |
|   |    |       |    | 15    | ENFORCE LITS. RIGHTS    | ADJOURNED | ADJ TO 8/4/2017             |
| U.S. BANK VS BREUER ARLENE              | F  | 25835 | 14 |       | VACATE DEFAULT          | WITHDRAWN |                             |
| U.S. BANK VS GOUMAS HETTY               | F  | 27170 | 14 |       | CORRECT CLERICAL ERROR  | GRANTED   |                             |
| U.S. BANK VS INTEGRATED FIN. GRP.       | C  | 188   | 16 | 6     | ENTRY OF FINAL JUDGMENT | ADJOURNED | ADJ TO 8/18/2017            |
| U.S. BANK VS JACKSON JOHN               | F  | 33970 | 16 |       | SUMMARY JUDGMENT        | GRANTED   |                             |
| U.S. BANK VS KAUR TARSEM                | F  | 59589 | 10 |       | VACATE DEFAULT          | GRANTED   |                             |
| U.S. BANK VS MOSSERI GEROLD             | F  | 39561 | 13 |       | ENTER DFEALT            | DENIED    |                             |
| U.S. BANK VS SMITH BERESFORD            | F  | 4703  | 17 |       | SUMMARY JUDGMENT        | GRANTED   |                             |
| U.S. BANK VS SOUTH RIVER HOLDINGS       | F  | 30702 | 16 |       | AMEND COMPLAINT         | GRANTED   |                             |
| U.S. BANK VS WILLIAMS EWART             | F  | 559   | 17 |       | SUMMARY JUDGMENT        | GRANTED   |                             |
| U.S. BANK VS WICKERS JEFFREY            | F  | 4529  | 16 |       | REFORM LOAN MODIF.      | GRANTED   |                             |
| 8K MILES MEDIA GROUP, INC. VS EBCMUSIC  | C  | 42    | 17 |       | MOTION TO DISMISS       | ADJOURNED | ADJ TO 8/4/2017             |

**The Honorable Arnold L. Natali Jr., P.J.Ch.**  
Superior Court of New Jersey  
56 Paterson Street  
Post Office Box 964  
New Brunswick, New Jersey 08903

**FILED**  
**JUL 21 2017**  
ARNOLD L. NATALI JR., P.J.Ch.

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|                           |   |                                |
|---------------------------|---|--------------------------------|
| <b>In the Matter of</b>   | : | SUPERIOR COURT OF NEW JERSEY   |
|                           | : | MIDDLESEX COUNTY               |
| <b>BENJAMIN OCHIRBAT,</b> | : | CHANCERY DIVISION              |
|                           | : |                                |
| A Minor,                  | : | <b>DOCKET NO. MID-C-128-16</b> |
|                           | : |                                |
|                           | : | CIVIL ACTION                   |
|                           | : |                                |
|                           | : | <b>ORDER</b>                   |

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**THIS MATTER** having come before the Court by way of a notice of motion filed by Thomas M. Monahan, Esq., appearing as counsel for Plaintiff, Benjamin Ochirbat (“Plaintiff”), a minor child, by and through his parents and guardians, Sayalkham Ochirbat and Terbish Orshikh, seeking an Order to correct Plaintiff’s birth record, and the Office of the Attorney General, Jacqueline R. D’Alessandro, Esq., appearing as counsel for the State of New Jersey, Department of Health-Office of Vital Statistics and Registry, and the Court having considered the papers submitted, and for the reasons stated on the record on July 20, 2017, and for good cause shown:

**IT IS** on this 21<sup>st</sup> day of July, 2017:

**ORDERED AS FOLLOWS:**

1. Plaintiff’s application to correct the birth record of Benjamin Ochirbat to delete Sonom Delger Tsetseg as the name of the biological mother of Benjamin Ochirbat and replace Terbish Orshikh as the biological mother of Benjamin Ochirbat is again **DENIED WITHOUT PREJUDICE**. Plaintiff may renew the application with additional evidence that establishes the identity of the birth mother, including information that establishes her identity exclusive of her Mongolian passport. The information provided is insufficient for the Court to amend the birth record.
2. The discovery end date in this matter is September 2, 2017. A plenary hearing is scheduled for September 21, 2017 at 9:00 a.m. Plaintiff shall appear via Skype. Counsel for Plaintiff shall arrange for the Skype meeting and coordinate with Middlesex

County Clerk's Office with respect to same and shall also arrange with the Middlesex County Clerk for a Mongolian interpreter to attend the plenary hearing.

3. Counsel for Plaintiff shall serve a copy of this Order upon all counsel of record within five (5) days of the date of this Order.

  
\_\_\_\_\_  
HON. ARNOLD L. NATALI JR., P.J.Ch.

Michael R. Strauss, Esq.  
HOLLANDER LAW GROUP, PLLC  
40 Cutter Mill Road, Suite 203  
Great Neck, New York 11021  
(516) 498-1000  
Attorneys for Defendant WB Contracting  
Attorney ID No. 000221989

**FILED**

**JUL 21 2017**

**ARNOLD L. NATALI JR., P.J.Ch.**

-----X  
LAKE ESTATES CONDOMINIUM  
ASSOCIATION, INC.,

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION: MIDDLESEX COUNTY  
DOCKET NO.: MID-L-6171-15

Plaintiff.

CIVIL ACTION

-vs-

**ORDER VACATING  
FEBRUARY 21, 2017 ORDER OF  
DISMISSAL/SUPPRESSION**

ENGINEERING, LLC, FALCON  
ARCHITECTURAL SERVICES, LLC,  
WB CONTRACTING, JOHN and JANE  
DOES 1 through 100 and ABC and XYZ  
CORPORATIONS 1 through 100.

Defendants.  
-----X

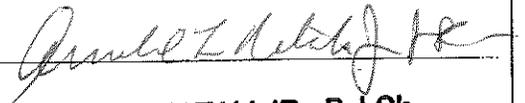
**THIS MATTER** having been opened before the Court on the application of Michael R. Strauss of Hollander Law Group, PLLC, attorneys for Defendant WB Contracting on notice to Bernadette Condon, Esq. of Lum, Draseo & Positan, LLC, attorneys for Plaintiff, Lake Estates Condominium Association, Inc., and Andrew Carlowicz, Esq., of Hoagland Longo Moran Dunst & Doukas, LLP, attorneys for defendants Falcon Engineering and Falcon Architectural Services, LLC and the Court having considered the papers submitted, the argument of counsel, if any, and for good cause shown,

IT IS ON THIS 21<sup>st</sup> day of July 2017.

**ORDERED** that pursuant to R. 4:23-5(a)(1) the Court's February 21, 2017 Order dismissing the Answer and defenses of Defendant, WB Contracting without prejudice, be and the same hereby is vacated; and it is further

**ORDERED** that WB's Answer, Counterclaim and Cross-Claim and the Affirmative Defenses asserted therein are hereby restored; and it is further

**ORDERED** that a true copy of this Order shall be served on all counsel of record within five (5) days of *its online posting.*

  
ARNOLD L. NATALI JR., P.J.Ch.

G:\452-101 Lake Estates Min Vacate Order of Dismissal Suppression R. 423-5(a)(1) Order.doc

**Having reviewed the above motion, the Court finds it to be meritorious on its face and is unopposed. Pursuant to R. 1:6-2, it therefore will be granted essentially for the reasons set forth in the moving papers.**

Scott W. Parker – 044461999  
Daniel A. Schleifstein – 011382008  
**PARKER IBRAHIM & BERG LLC**  
270 Davidson Avenue  
Somerset, New Jersey 08873  
Telephone: 908.725.9700  
Facsimile: 908.333.6230  
scott.parker@piblaw.com  
daniel.schleifstein@piblaw.com  
*Attorneys for Defendant,*  
Santander Bank, N.A.

**FILED**

**JUL 21 2017**

**ARNOLD L. NATALI JR., P.J.Ch.**

St. Cyrillus and Methodius Czecho Slovak  
National Catholic Church of Perth Amboy,  
N.J., Inc.,

Plaintiff,

-vs.-

Polish National Catholic Church, Inc.  
Bernard J. Nowicki, in his official and  
personal capacity, and Santander Bank,  
N.A.,

Defendant.

SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION  
MIDDLESEX COUNTY

CIVIL ACTION

DOCKET NO.: MID-C-37-17

**ORDER**

**THIS MATTER** having been opened to the Court by Parker Ibrahim & Berg LLC, attorneys for Defendant Santander Bank, N.A. (“Santander”), pursuant to R. 4:46, and on notice to Plaintiff St. Cyrillus and Methodius Czecho Slovak National Catholic Church of Perth Amboy, N.J., Inc. (“Plaintiff”) and Defendants Polish National Catholic Church, Inc., Bernard J. Nowicki, in his official and personal capacity (collectively, “PNCC”), through their respective counsel, for an Order granting summary judgment in favor of Santander, and the Court having considered the submissions of the parties and for good cause shown:

IT IS ON THIS 21st day of July, 2017,

*to counts I, VI, IX+X  
on consent and  
for reasons stated  
in the record  
in 7.21.17*

**ORDERED THAT:**

1. Summary judgment be and is hereby granted in favor of Santander
2. ~~All claims in the Complaint pleaded against Santander are dismissed, with prejudice.~~
3. Santander's counsel shall serve a copy of this Order on counsel for Plaintiff and counsel for PNCC within seven (7) days of counsel's receipt of this Order.

*Arnold L. Natali Jr.*

**ARNOLD L. NATALI JR., P.J.Ch.**

This matter was:

Opposed     *✓*    

Unopposed           

*As to counts VII + VIII  
agreement will continue  
on a date mutually  
acceptable to the  
parties + court*

6-9  
6

Edwin R. Matthews, Esq. - 005621973  
**BOURNE, NOLL & KENYON**  
A Professional Corporation  
382 Springfield Avenue, Suite 507  
Summit, New Jersey 07901  
(908) 277-2200  
Attorneys for Defendants Polish National  
Catholic Church, Inc. and Bernard J. Nowicki

**FILED**  
**JUL 21 2017**  
ARNOLD L. NATALI JR., P.J.Ch.

ST. CYRILLUS AND METHODIUS : SUPERIOR COURT OF NEW JERSEY  
CZECHO SLOVAK NATIONAL : CHANCERY DIVISION:  
CATHOLIC CHURCH OF PERTH : MIDDLESEX COUNTY  
AMBOY, N.J., INC., :

Plaintiff,

Docket No. MID-C-37-17

v.

CIVIL ACTION

POLISH NATIONAL CATHOLIC  
CHURCH, INC., BERNARD J. NOWICKI,  
in his official and personal capacity, AND  
SANTANDER BANK, N.A.,

**ORDER ENTERING SUMMARY  
JUDGMENT**

Defendants.

THIS MATTER having been opened to the Court by the filing of an Notice of Motion for Summary Judgment by the Defendants, The Polish National Catholic Church and Bishop Bernard J. Nowicki on notice to Mario Apuzzo, Esq., counsel for the Plaintiff and Daniel Schleifstein, Esq., counsel for the Defendant, Santander Bank, N.A. and the Court having considered the papers filed in support of the Motion as well as the papers filed in opposition to said Motion and good cause appearing,

IT IS ON this 21<sup>st</sup> day of July, <sup>2017</sup>2016;

**ORDERED AND ADJUDGED** as follows:

1. Defendants' Motion for Summary Judgment is ~~granted~~; and
2. The dispute between Plaintiff and the Polish National Catholic Church is a dispute between a parent general church and a subordinate church which is an integral

*continued for oral argument on a date agreeable to the parties and court.*

part of the general church requiring this Court to defer to the general parent, Defendant Polish National Catholic Church and its Bishop Bernard J. Nowicki with respect to the subordinate church, its property and finances; and

3. The Defendant, Santander Bank, N.A. shall recognize the right of the Defendant, Polish National Catholic Church and Bishop Bernard J. Nowicki to control the funds on deposit with Santander Bank; and
4. The Polish National Catholic Church and Bishop Bernard J. Nowicki shall have the right to control all of the property owned in the name of the Plaintiff including the property located in Perth Amboy, New Jersey and Woodbridge, New Jersey.

**IT IS FURTHER ORDERED** that a copy of the within Order shall be served upon all counsel of record within 5 days of receipt of the same. *sup*

  
\_\_\_\_\_  
**ARNOLD L. NATALI JR., P.J.Ch.**

Mario Apuzzo, Esq.-Bar No. 030611982  
Law Offices of Mario Apuzzo  
185 Gatzmer Avenue  
Jamesburg, New Jersey 08831  
(732) 521-1900  
apuzzo@erols.com  
Attorney for Plaintiff

7-21  
14  
**FILED**

**JUL 21 2017**

**ARNOLD L. NATALI JR., P.J.Ch.**

St. Cyrillus and Methodius Czecho  
Slovak National Catholic Church  
of Perth Amboy, N.J., Inc.

SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION  
MIDDLESEX COUNTY

Plaintiff,

vs.

Docket No. MID-C-37-17

Polish National Catholic Church,  
Inc. Bernard J. Nowicki, in his  
official and personal capacity,  
and Santander Bank, N.A.,

CIVIL ACTION

Defendants.

ORDER

This matter being opened to the Court, on Friday, July 21, 2017, by plaintiff for *good cause reasons stated in the record on 7.21.17*  
an order compelling defendants to provide plaintiff discovery, and for good cause shown:

It is on this 21<sup>st</sup> day of July, 2017, **ORDERED** that:

1. Defendant Santander Bank, N.A. is hereby ordered to produce for a deposition *17*  
~~both Karina Urena and her manager~~ on a date before the discovery end date of July 31,  
2017.

2. Defendant Santander Bank, N.A. is hereby ordered *subject to any objections legally recognized and appropriate,* to produce the requested  
documents in plaintiff's Second Notice to Produce by July 25, 2017.

3. Defendants Polish National Catholic Church and Bishop Bernard J. Nowicki  
*subject to any objections legally recognized and appropriate,*  
are hereby ordered *28* to produce the requested documents in plaintiff's Second Notice to  
Produce by July ~~25~~, 2017.

4. A copy of this Order shall be served on all parties within 7 days of the date hereof.

Motion Was:

Opposed

Not Opposed

  
ARNOLD L. NATALI JR., P.J.Ch.

**JEREMY FARRELL**  
**CORPORATION COUNSEL**  
Santiago Paris, Jr. 037592012  
Assistant Corporation Counsel  
Jersey City Law Department  
City Hall-280 Grove Street  
Jersey City, New Jersey 07302  
(201) 547-5952

**FILED**

**JUL 21 2017**

**ARNOLD L. NATALI JR., P.J.Ch.**

Attorney for Defendants City of Jersey City and City of Jersey City Department of Public Works

Erik San Elias Sierra and Jessica Sierra,

Plaintiffs,

v.

H&S Construction & Mechanical, JHDS LLC., a/k/a JHDS Structural Steel Fabricators, State of New Jersey, State of New Jersey: Department of Law and Public Safety; Department of Environmental Protection, City of Jersey City, City of Jersey City: Department of Public Works; Municipal Services Complex, Consolidated Railroad, JOHN and JANE DOES 1-10 AND ABC CORPORATIONS 1-10, (are heretofore unidentified business entities and/or Persons named herein to toll the applicable statute of limitation who participated in any work at the site including, but not limited to building, construction, electrical, fire, renovation, remodeling and/or landscaping work and/or had responsibilities for work site safety and/or managed, supervised, directed controlled, oversaw, or supplied labor and/or tools and/or building supplies and/or equipment for the work ongoing at the job site and/or supervised directed and/or controlled the work site and/or had responsibilities for work site safety), JOHN and JANE ROES 1-10 (fictitious unidentified individuals) AND XYZ CORPORATIONS 1-10, (are fictitious individuals, corporations or business entities named herein for the expressed purpose of tolling the applicable statute of limitations and were either the owners, managers, supervisors, installers, repairers, constructors and/or operators of the grates and/or grading platforms identified in the complaint),

Defendants.

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION: MIDDLESEX COUNTY  
DOCKET NO.: MID-L-6636-16

Civil Action

**ORDER**

This matter having been opened to the Court by counsel for the City of Jersey City (the "City") for an order to dismiss the plaintiff's complaint with prejudice pursuant to 4:6-2(e) for failure to state a claim, and the Court having considered the moving papers, and any papers filed in opposition thereto, and the arguments of counsel, and for good cause shown,

IT IS on this 21 day of July, 2017

**ORDERED:**

*And for the reasons stated on the record on 7.21.17*

*pursuant to  
E. 4:46*

1. That the City's motion to dismiss with prejudice is hereby granted in all respects.
2. That the plaintiff's complaint and all claims and cross-claims against the City are hereby dismissed with prejudice.
3. That a copy of this Order be served on all parties within seven (7) days of the date hereof.

*Arnold L. Natali Jr.*

**ARNOLD L. NATALI JR., P.J.Ch.**

Opposed \_\_\_\_\_

Unopposed ~~\_\_\_\_\_~~

FILED

JUL 21 2017

ARNOLD L. NATALI JR., P.J.Ch.

Rhondi Lynn Schwartz, Esquire ID No. 039861987  
Milstead & Associates, LLC  
1 E. Stow Road  
Marlton, NJ 08053  
(856) 482-1400  
Attorneys for Plaintiff  
206241-1

**U.S. BANK, N.A., SUCCESSOR TRUSTEE  
TO LASALLE BANK NATIONAL  
ASSOCIATION, ON BEHALF OF THE  
HOLDERS OF BEAR STEARNS ASSET  
BACKED SECURITIES I TRUST 2007-  
HE7, ASSET-BACKED CERTIFICATES  
SERIES 2007-HE7,**

**Plaintiff,**

**Vs.**

**HETTY GOUMAS, et al.,**

**Defendant(s)**

**SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION  
MIDDLESEX COUNTY**

**DOCKET NO.: F-027170-14**

**CIVIL ACTION**

**ORDER CORRECTING CAPTION**

THIS MATTER being opened to the Court by Milstead & Associates, LLC, Rhondi Lynn Schwartz, Esquire, appearing, attorneys for Plaintiff and the Court having reviewed the within matter and for good cause appearing;

It is on the 21<sup>st</sup> day of July 20 17

ORDERED THAT the caption of the complaint and all subsequent pleadings be corrected to set forth the plaintiff as U.S. Bank, N.A., Successor Trustee to Bank of America, N.A. as Successor by Merger to LaSalle Bank National Association, as Trustee for Certificateholders of Bear Stearns Asset Backed Securities I LLC, Asset-Backed Certificates Series 2007-HE7; and

IT IS FURTHER ORDERED THAT a copy of the within Order be served on all known Defendants within 7 days of the date hereof.

Having reviewed the above motion, the Court finds it to be meritorious on its face and is unopposed. Pursuant to R. 1:6-2, it therefore will be granted essentially for the reasons set forth in the moving papers.



**ARNOLD L. NATALI JR., P.J.Ch.**

FEIN, SUCH, KAHN & SHEPARD, P.C.  
Douglas McDonough - 035361998  
7 Century Drive, Suite 201  
Parsippany, New Jersey 07054  
(973) 538-9300  
723SPH  
Attorneys for Plaintiff

FILED

JUL 21 2017

ARNOLD L. NATALI JR., P.J.Ch.

U.S. BANK TRUST, N.A., AS TRUSTEE  
FOR LSF9 MASTER PARTICIPATION  
TRUST

Plaintiff,

vs.

JOHN A. JACKSON III, et al.

Defendant(s)

SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION  
MIDDLESEX COUNTY

DOCKET NO.: F-33970-16

CIVIL ACTION

ORDER GRANTING SUMMARY  
JUDGMENT

This matter being opened to the Court by Fein, Such, Kahn & Shepard, P.C., attorneys for Plaintiff, Douglas McDonough, appearing on a Motion for Summary Judgment and the Court having reviewed the supporting Certifications and Exhibits and for good cause shown; *and for the reasons stated in the record on 7.21.17*

IT IS on this 21<sup>st</sup> day of July, 2016;

1. ORDERED, that Plaintiff's Motion for Summary Judgment against Defendants, JOHN A. JACKSON, III and LOUISE H. MOWDER, be granted; and it is further

2. ORDERED, that the Answer of Defendants, JOHN A. JACKSON, III and LOUISE H. MOWDER, is hereby stricken and default against said Defendants be entered; and it is further

3. ORDERED, that the Plaintiff be permitted to proceed to Judgment under R. 4:64 through the Clerk of the Superior Court,

Office of Foreclosure, in an uncontested manner; and it is further

4. ORDERED, that a copy of this Order be served upon all answering Defendants within 5 days of receipt by Counsel.

Arnold L. Natali Jr. J. ASK

Motion was:  
Opposed [ ]  
Unopposed []

ARNOLD L. NATALI JR., P.J.Ch.

WNI15-007041  
Shapiro & DeNardo, LLC  
14000 Commerce Parkway, Suite B  
Mount Laurel, NJ 08054  
(856)793-3080  
Chandra M. Arkema - 029552006  
Krystin M. Alex - 171402015  
Renée Pearl Cohen - 019362009  
Katherine Knowlton Lopez - 013502011  
Kathleen M. Magoon - 040682010  
Donna L. Skilton - 013072007  
Charles G. Wohlrab - 016592012  
Rebecca Cirrinicione - 031212012  
Courtney A. Martin - 098782016  
Attorneys for Plaintiff

**FILED**  
**JUL 21 2017**  
ARNOLD L. NATALI JR., P.J.Ch.

U.S. Bank National Association, as Trustee  
for MASTR Asset Backed Securities Trust  
2005-AB1

PLAINTIFF,

vs.

Tarsem Kaur, et al.

DEFENDANTS

SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION  
MIDDLESEX COUNTY

Docket No: F-059589-10  
CIVIL ACTION

ORDER TO VACATE SHERIFF'S SALE  
HELD ON MAY 3, 2017 AND  
RESCHEDULE SHERIFF'S SALE

THIS MATTER having been brought before the Court by Shapiro & DeNardo, LLC,  
attorneys for the Plaintiff, and the Court having read the papers in support thereof, and for good  
cause shown;

It is on this 21<sup>st</sup> day of July, 2017,

ORDERED THAT the Sheriff's Sale which took place on May 3, 2017, shall be and is  
hereby deemed vacated and set aside; and

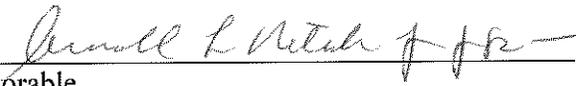
IT IS FURTHER ORDERED THAT the Middlesex County Sheriff's Office is to reschedule the sale without requiring an Alias Writ of Execution and with only one week's advertisement; and

IT IS FURTHER ORDERED THAT the Middlesex County Sheriff's Office costs of re-advertising, and sheriff's commission, are to be satisfied from the Bidder's deposit, plus any additional costs associated with re-scheduling the sale; and

IT IS FURTHER ORDERED THAT the Middlesex County Sheriff's Office hold the deposit monies paid by the third party bidder to be applied to any losses suffered by the Plaintiff as a result of the resale.

*in escrow. Should any party seek to apply the deposit funds to "losses", a separate motion shall be filed.*

IT IS FURTHER ORDERED THAT a copy of the within Order be served on parties noticed to this motion within seven (7) days of Plaintiff's receipt thereof.

  
Honorable

**ARNOLD L. NATALI JR., P.J.Ch.**

Having reviewed the above motion, the Court finds it to be meritorious on its face and is unopposed. Pursuant to R. 1:6-2, it therefore will be granted essentially for the reasons set forth in the moving papers.

**The Honorable Arnold L. Natali Jr., P.J.Ch.**  
Superior Court of New Jersey  
56 Paterson Street  
Post Office Box 964  
New Brunswick, New Jersey 08903

**FILED**

**JUL 26 2017**

**ARNOLD L. NATALI JR., P.J.Ch.**

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**U.S. BANK NATIONAL ASSOCIATION :  
AS TRUSTEE FOR GSR MORTGAGE :  
LOAN TRUST 2006-AR1, MORTGAGE :  
PASS-THROUGH CERTIFICATES, :  
SERIES 2006-AR1, :**

Plaintiff, :

v. :

**GEROLD MOSSERI A/K/A JERRY :  
MOSSERI, et. al., :**

Defendants. :

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SUPERIOR COURT OF NEW JERSEY  
MIDDLESEX COUNTY  
CHANCERY DIVISION

**DOCKET NO. F-39561-13**

CIVIL ACTION

**ORDER**

**THIS MATTER** having come before the Court by way of a motion filed by Jason B. Rojas, Esq., appearing as counsel for U.S. Bank National Association as Trustee for GSR Mortgage Loan Trust 2006-AR1, Mortgage Pass-Through Certificates, Series 2006-AR1 (“Plaintiff”), for summary judgment, and an opposition having been filed by Gerold Mosseri (“Defendant”), and the parties having waived oral argument, and the Court having considered the papers submitted, and for good cause shown:

**IT IS** on this 26<sup>th</sup> day of July, 2017:

**ORDERED** that Plaintiff’s motion for summary judgment is **DENIED WITHOUT PREJUDICE**; and

**IT FURTHER ORDERED** that counsel for Plaintiff shall serve a copy of this Order upon all parties and counsel of record within five (5) days of its online posting.

  
HON. ARNOLD L. NATALI JR., P.J.Ch.

STATEMENT OF REASONS ATTACHED

In the instant matter, U.S. Bank National Association as Trustee for GSR Mortgage Loan Trust 2006-AR1, Mortgage Pass-Through Certificates, Series 2006-AR1 (“Plaintiff”) has moved for Summary judgment against Defendants Gerold and Jodi Mosseri. Defendant Gerold Mosseri has opposed the motion.

In the Defendant’s opposition, he has two main arguments. The first is an argument as to procedure. In the Plaintiff’s motion, they initially ask for a return date of July 7, 2017. Defendant states that the motion was not filed within the 16-day timeframe for this return date and he was prejudiced by having a shortened time to respond. However, summary judgment motions are filed on a 28 day schedule, and are automatically scheduled for the date for which they are properly filed—here, July 21. Thus, Defendant had adequate time to respond, and did. This argument is therefore moot, and would not defeat summary judgment alone.

Defendant’s second argument, however, has merit. The Defendant notes that Plaintiff’s second complaint has a different assignment to confer standing than what they previously asserted in their prior complaint. In the first complaint, Plaintiff states the original lender conferred standing upon the Plaintiff in November of 2012, before the initial complaint was filed. This assignment was unrecorded as of the filing of the first complaint, as well. Summary judgment was granted based upon this complaint and the Defendant’s initial answer.

However, Plaintiff then entered into a consent order with the Defendant to file an amended complaint so that an additional defendant, the State of New Jersey, could be named. The amended complaint does add this Defendant, but in the recitation of the chain of title, a different assignment of mortgage is included, dated October of 2016. The previously-mentioned November of 2012 assignment is not included, and the assignment itself (included as Exhibit C to the Plaintiff’s Motion), does not reference the previous assignment in any way, shape, or form.

Plaintiff has offered no explanation for this, and has not addressed the discrepancies in the assignment of mortgage. Plaintiff merely claims their standing was confirmed by the last summary judgment order, pertaining to the original complaint, and that to raise standing as an issue now is a delay tactic meant to re-litigate a settled issue.

While it is true that this new assignment was executed before the amended complaint, the amended complaint must have an accurate chain of title. A completely different assignment of mortgage was used to confer standing upon the Plaintiff prior to this—which the Plaintiff

themselves claims to be valid—and this prior assignment has now disappeared from the chain of title. This creates a question of fact as to an essential element of foreclosure: the Plaintiff's standing, or their right to resort to the mortgaged premises. Great Falls Bank v. Pardo, 263 N.J. Super. 388, 394 (Ch. Div. 1993).

Thus, Plaintiff's motion for summary judgment is denied without prejudice.

FEIN, SUCH, KAHN & SHEPARD, P.C.  
Douglas McDonough - 035361998  
7 Century Drive, Suite 201  
Parsippany, New Jersey 07054  
(973) 538-9300  
875EDM  
Attorneys for Plaintiff

FILED

JUL 21 2017

ARNOLD L. NATALI JR., P.J.Ch.

U.S. BANK TRUST, N.A., AS TRUSTEE  
FOR LSF9 MASTER PARTICIPATION  
TRUST

Plaintiff,

vs.

BERESFORD A. SMITH, et al.

Defendant(s)

SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION  
MIDDLESEX COUNTY

DOCKET NO.: F-4703-17

CIVIL ACTION

ORDER GRANTING SUMMARY  
JUDGMENT

This matter being opened to the Court by Fein, Such, Kahn & Shepard, P.C., attorneys for Plaintiff, Douglas McDonough, appearing on a Motion for Summary Judgment and the Court having reviewed the supporting Certifications and Exhibits and for good cause shown;

*And for the reasons stated on the record on July 21, 2017*  
IT IS on this 21<sup>st</sup> day of July, 2017;

1. ORDERED, that Plaintiff's Motion for Summary Judgment against Defendant, ~~BERESFORD~~ A. SMITH, be granted; and it is further

2. ORDERED, that the Answer of Defendant, ~~BERESFORD~~ A. SMITH, is hereby stricken and default against said Defendant be entered; and it is further

3. ORDERED, that the Plaintiff be permitted to proceed to Judgment under R. 4:64 through the Clerk of the Superior Court,

Office of Foreclosure, in an uncontested manner; and it is further

4. **ORDERED**, that a copy of this Order be served upon all answering Defendants within 5 days of receipt by Counsel.

  
\_\_\_\_\_

Motion was:  
Opposed [ ]  
Unopposed []

**ARNOLD L. NATALI JR., P.J.Ch.**

**FILED**

**JUL 21 2017**

ARNOLD L. NATALI JR., P.J.Ch.

MCDANIEL PC  
54 Main Street  
Hackensack, New Jersey 07601  
(201) 845-3232  
(201) 845-3777 (fax)  
Jay R. McDaniel  
Attorney ID: 011481992

ASHMAN LAW OFFICES, LLC  
55 West Monroe Street, Suite 2650  
Chicago, Illinois 60603  
312-596-1700  
312-873-3800 (fax)  
Kenneth J. Ashman  
Pro Hac Vice Application Pending

*Attorneys for Defendants South River Holdings, LLC, Towpath Holding, LLC,  
Michael Silberberg and Berel Karniol*

U.S. BANK NATIONAL ASSOCIATION,  
AS TRUSTEE, SUCCESSOR-IN-  
INTEREST TO WELLS  
FARGO BANK, N.A., AS TRUSTEE FOR  
THE REGISTERED HOLDERS OF GE  
COMMERCIAL MORTGAGE  
CORPORATION, COMERCIAL  
MORTGAGE PASS-THROUGH  
CERTIFICATES SERIES 2007-C1, through  
and by its Special Servicer, C-III ASSET  
MANAGEMENT, LLC,

Plaintiff,

SOUTHRIVER HOLDING, LLC  
TOWPATH HOLDING, LLC, ARCADIS  
U.S., INC., MICHAEL SILBERBERG,  
BEREL KARNIOL and JOHN DOES 1-20,  
said names being fictitious being the persons  
or entities having an interest in the  
Mortgaged Property hereinafter described,

Defendants.

**SUPERIOR COURT OF NEW JERSEY**

CHANCERY DIVISION  
MIDDLESEX COUNTY

DOCKET NO. MID-F-030702-16

**ORDER**

**THIS MATTER** having been opened to the Court on motion of McDaniel PC, and the Ashman Law Offices, counsel for defendants SOUTHRIVER HOLDING, LLC TOWPATH HOLDING, LLC, ARCADIS U.S., INC., MICHAEL SILBERBERG and BEREL KARNIOL for leave to file an amended answer with counterclaim; and the court having considered the moving papers and opposition, if any, and for good cause shown:

*and by the reasons stated on the record on 7.21.2017.*

It is this *21<sup>st</sup>* day of *July*, 2017,

**ORDERED** that,

1. Defendants are granted leave to file an amended answer with counterclaim substantially of the form attached as Exhibit to the Motion for Leave to File Amended Affirmative Defenses and Counterclaim within *5* (*five*) days of the receipt of the within Order. *(\*)*

2. Defendants counsel shall serve a copy of the within Order on all parties within five days of the receipt thereof.

DATED: April 11, 2017

*Arnold L. Natali Jr.*

ARNOLD L. NATALI JR., P.J.Ch.

*(\*)*

*Defendants shall respond to plaintiff's interrogatory on or before July 31, 2017 and may supplement in accordance with the 10<sup>th</sup> Rule of Court.*

FEIN, SUCH, KAHN & SHEPARD, P.C.  
ASHLEIGH LEVY MARIN - 012772009  
7 Century Drive, Suite 201  
Parsippany, New Jersey 07054  
(973) 538-9300  
248VCG  
Attorneys for Plaintiff

FILED

JUL 21 2017

ARNOLD L. NATALI JR., P.J.Ch.

U.S. BANK NATIONAL ASSOCIATION,  
AS TRUSTEE, SUCCESSOR IN INTEREST  
TO BANK OF AMERICA, NATIONAL  
ASSOCIATION AS SUCCESSOR BY  
MERGER TO LASALLE BANK NATIONAL  
ASSOCIATION, AS TRUSTEE FOR  
CERTIFICATEHOLDERS OF WASHINGTON  
MUTUAL ASSET-BACKED CERTIFICATES  
WMABS SERIES 2007-HE2

SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION  
MIDDLESEX COUNTY

DOCKET NO.: F-559-17

CIVIL ACTION

ORDER GRANTING SUMMARY  
JUDGMENT

Plaintiff,

vs.

EWART WILLIAMS, et al.

Defendant(s)

This matter being opened to the Court by Fein, Such, Kahn & Shepard, P.C., attorneys for Plaintiff, ASHLEIGH LEVY MARIN, appearing on a Motion for Summary Judgment and the Court having reviewed the supporting Certifications and Exhibits and for good cause shown *and for the reasons stated on the record on 7.21.17*

IT IS on this 21<sup>st</sup> day of July, 2017;

1. ORDERED, that Plaintiff's Motion for Summary Judgment against Defendant, EWART WILLIAMS, be granted; and it is further

2. ORDERED, that the Answer of Defendant, EWART WILLIAMS, is hereby stricken and default against said Defendant be entered; and it is further

3. ORDERED, that the Plaintiff be permitted to proceed to

Judgment under R. 4:64 through the Clerk of the Superior Court, Office of Foreclosure, in an uncontested manner; and it is further

4. ORDERED, that a copy of this Order be served upon all answering Defendants within 5 days of receipt by Counsel.



ARNOLD L. NATALI JR., P.J.Ch.

Motion was:

Opposed [ ]

Unopposed []

689579

**PHELAN HALLINAN DIAMOND & JONES, PC**

Jonathan Lobb, Esq. ID No. 038702011  
400 Fellowship Road Suite 100  
Mt. Laurel, NJ 08054  
856-813-5500  
Attorney for Plaintiff

**FILED**

**JUL 21 2017**

**ARNOLD L. NATALI JR., P.J.Ch.**

PROF-2013-S3 LEGAL TITLE TRUST IV,  
BY U.S. BANK NATIONAL  
ASSOCIATION, AS LEGAL TITLE  
TRUSTEE  
PLAINTIFF

VS.

JEFFREY S. WICKERS, ET AL.  
DEFENDANT (S)

SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION  
MIDDLESEX COUNTY

DOCKET NO: F-004529-16

CIVIL ACTION

**ORDER REFORMING THE LOAN  
MODIFICATION AGREEMENT AND  
SUBORDINATING AND DIVESTING  
KATHERYNE A. WICKERS OF ANY  
TITLE AND INTEREST SHE MAY  
HAVE IN THE REAL ESTATE WITH  
RESPECT TO COMPLETING AN IN  
REM FORECLOSURE**

**THIS MATTER** having been brought before the Court on motion of Phelan Hallinan Diamond & Jones, PC, Jonathan Lobb, Esquire, appearing on behalf of Plaintiff, Prof-2013-S3 Legal Title Trust Iv, By U.S. Bank National Association, As Legal Title Trustee, for an Order Reforming the Loan Modification and Divesting Katheryne A. Wickers of Any Title and Interest she May Have in the Real Estate; and there appearing to be ~~no~~ good cause ~~to the~~ *and for the reasons stated in the record on 7.21.17* **contrary:**

**IT IS** on this *21st* day of *July* 2017, **ORDERED:**

1. **THAT** the Loan Modification Agreement with a first payment date of February 1, 2014 between Jeffrey S. Wickers and Green Tree Servicing LLC (hereinafter "Loan

Modification Agreement”) is attached as “**Exhibit A**” and shall become a part of this Order;  
and,

2. **THAT** the Loan Modification Agreement is deemed superior to the interest of  
Katheryne A. Wickers in the land records of Middlesex County; and,

3. **THAT** Katheryne A. Wickers is not personally liable under the terms of the Loan  
Modification Agreement, but rather, she is subordinated to its terms with respect to completing  
an in rem foreclosure; and,

4. **THAT** the interest of Katheryne A. Wickers is deemed subordinate to that of Plaintiff  
for purposes of barring and foreclosing her ownership interest and equity of redemption under  
the terms of the Loan Modification Agreement and mortgage recorded on September 30, 2005  
in *Mortgage Book 10977, Page 379*; and,

5. **THAT** the Middlesex County Clerk’s Office is hereby directed to record a certified  
copy of this Order; and,

6. **THAT** this matter shall be returned to the Foreclosure Unit to proceed as an  
uncontested matter, and any judgment entered thereto shall be done in accordance with the  
terms of this Order.



\_\_\_\_\_ Opposed

  X   Unopposed

**ARNOLD L. NATALI JR., P.J.Ch.**

Investor Loan # [REDACTED]

When Recorded Return To:  
Green Tree Servicing LLC  
7360 South Kyrene Road  
Tempe, AZ 85283

WICKERS [REDACTED]  
[REDACTED]  
[REDACTED] MDU

This document was prepared by Green Tree Servicing LLC

[SPACE ABOVE THIS LINE FOR RECORDING DATA]

**LOAN MODIFICATION AGREEMENT**

*Regular DW*

This Loan Modification Agreement ("Agreement"), made this 21st day December, 2013, between JEFFREY S. WICKERS ("Borrower") and Green Tree Servicing LLC ("Lender"), amends and supplements 1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated 09/30/2005 and recorded in Book or Liber 10977 0379, at page(s) 17, and/or Document# MG 2005 050090 of the Recorder Records of Middlesex County and (2) the Note, bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at

70 MADIE AVE  
SPOTSWOOD, NJ 08884

ORIGINAL

the real property described in the above-referenced Security Instrument.

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of 01/01/2014, the amount payable under the Note and the Security Instrument (the "New Principal Balance") is U.S. \$133,917.29 consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 6.12500%, from 01/01/2014. Borrower promises to make monthly payments of principal and interest of U.S. \$748.53, beginning on the 02/01/2014, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 6.12500% will remain in effect until principal and interest are paid in full. The new monthly payment amount does not include any amounts owed for escrow. Borrower may refer to the monthly billing statement for the escrow amount owed. If on 01/01/2054 (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date. Borrower's payment schedule for the modified Loan is as follows:

**EXHIBIT A**

[REDACTED]

| Years | Interest Rate | Interest Rate Change Date | Monthly Principal and Interest Payment Amount | Payment Begins On | Number of Monthly Payments |
|-------|---------------|---------------------------|---|-------------------|----------------------------|
| 1-40  | 6.125%        | 01/01/2014                | \$748.53                                      | 02/01/2014        | 480                        |
|       |               |                           |   |                   |                            |
|       |               |                           |   |                   |                            |
|       |               |                           |   |                   |                            |
|       |               |                           |   |                   |                            |
|       |               |                           |   |                   |                            |

3. 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 the Security Instrument.

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 the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

Borrower understands and agrees that:

- (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
- (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.
- (c) Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument.
- (d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
- (e) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.

4. Borrower will pay to Lender on the day payments are due under the Loan Documents as amended by this Agreement, until the Loan 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 the Mortgage 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 the Loan Documents; (d) mortgage insurance premiums, if any, or any sums payable to Lender in lieu of the payment of mortgage insurance premiums in accordance with the Loan Documents; and (e) any community association dues, fees, and assessments that Lender requires to be escrowed. These items are called "Escrow Items." Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. 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 the Loan Documents, as the phrase "covenant and agreement" is used in the Loan Documents. 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 the Loan Documents and this Agreement and pay such amount and Borrower shall then be obligated 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 the Loan Documents, and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this paragraph.

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 the Real Estate Settlement Procedures Act ("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. Lender and Borrower can agree in writing, however, that interest shall be paid on the Funds. Lender shall provide 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 the Loan Documents, Lender shall promptly refund to Borrower any Funds held by Lender.

5. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:

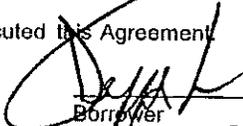
- (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and
- (b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

6. Borrower understands and agrees that:

- (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
- (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.
- (c) Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument.
- (d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
- (e) Borrower agrees to execute such other documents as may be reasonably necessary to either (i) consummate the terms and conditions of this Agreement; or (ii) correct the terms and conditions of this Plan if an error is detected after execution of this Agreement. I understand that a corrected Agreement will be provided to me and this Agreement will be void and of no legal effect upon notice of such error. If I elect not to sign any such corrected Agreement, the terms of the original Loan Documents shall continue in full force and effect, such terms will not be modified by this Agreement, and I will not be eligible for a modification.

In Witness Whereof, the Lender and I have executed this Agreement.

Green Tree Servicing LLC  
Lender

  
Borrower (Seal)

12-29-13  
Date

By:  Jason Brandt

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

1/8/11  
Date

\_\_\_\_\_  
Date

Account#: 

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

\_\_\_\_\_ [SPACE BELOW THIS LINE FOR ACKNOWLEDGEMENT] \_\_\_\_\_