

EXHIBIT “A”

FEIN, SUCH, KAHN & SHEPARD, PC.

Counsellors at Law

7 Century Drive - Suite 201

Parsippany, New Jersey 07054

(973) 538-9300

Attorneys for Secured Creditor

TAMMY L. TERRELL, ESQ.- 4062

FMT099

IN RE:

DANIEL G. BENTANCUR

Debtor.

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Chapter : 13

Case No. 07-10160 NLW

**CERTIFICATION BY MORTGAGEE
(Default in Chapter 13 Payments
Outside of Plan)**

Hearing Date: November 05, 2007

I, TAMMY L. TERRELL, ESQ., hereby deposes and says:

1. I am an associate attorney for the firm of FEIN, SUCH, KAHN & SHEPARD, PC., attorney for Secured Creditor of FREMONT INVESTMENT AND LOAN.

2. Date Debtor's petition was filed on January 4, 2007.

3. (a) Amount of Debtor's monthly mortgage payment
\$3,013.19.

(b) Amount of monthly late charges **\$103.18.**

(c) Total monthly payment including late charge
\$3,116.37.

4. Debtor's last mortgage payment was applied to
07/01/07.

5. Debtor should have made 2 payments outside of the

plan since the date of the filing petition.

6. Since the date of the filing, Debtor has made 6 payments.

7. Debtor is behind 3 months in payments outside of the plan, through the payment due October 01, 2007.

8. The total amount of delinquency outside of the plan is \$9,349.11. That amount is computed in the following manner:

$\$3,013.19 \times 3 = \$9,039.57$ (08/01/07 - 10/01/07 Monthly payments)

$\$103.18 \times 3 = \309.54 (08/01/07 - 10/01/07 Late charges).

9. The figures contained in this certification are current as of payment received on or before October 12, 2007.

10. Attached are true copies of the documents.

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

Dated: October 12, 2007

/s/ TAMMY L. TERRELL, ESQ.

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-
2(c)

FEIN, SUCH, KAHN & SHEPARD PC
Counsellors at Law
7 Century Drive - Suite 201
Parsippany, New Jersey 07054
(973) 538-9300
Attorneys for Secured Creditor
FMT099

In Re:

DANIEL G. BENTANCUR

Debtor.

Case No.: 07-10160 NLW

Adv. No.:

Hearing Date: November 05, 2007

Judge: Honorable Novalyn L.
Winfield

**CERTIFICATION RE CALCULATION OF AMOUNTS DUE
NOTE AND MORTGAGE**

TAMMY L. TERRELL, ESQ. of full age, an associate attorney for the
firm of FEIN, SUCH, KAHN & SHEPARD, PC., attorney for Secured
Creditor of FREMONT INVESTMENT AND LOAN, hereby certifies the
following information:

Recorded on December 12, 2005 in UNION County, in Book 11482 at

Page 0212

Property Address: 711 EMERSON AVENUE, ELIZABETH, NJ 07208

Mortgage Holder: FREMONT INVESTMENT

I. PAYOFF STATEMENT

Unpaid Principal Balance	_____	<u>\$311,880.00</u>
Interest	_____	<u>\$26,036.10</u>
Total Expense	_____	<u>\$3,024.02</u>

Total Suspense _ _ _ _ _ \$(2,643.00)
TOTAL DUE AS OF 10 / 11 / 07 _ _ _ _ _ \$333,297.12

II. EQUITY ANALYSIS(When Appropriate)

Estimated fair market value of real estate(as of 01/04/07) _
\$550,000.00*

Liens on the real estate:

1. Real estate taxes as of _____ \$ _____
2. First Mortgage(principal & interest)
as of 10/11/07 \$333,297.12
3. Second Mortgage(principal & interest)
as of 01/04/07 \$56,882.00
4. Other(specify on separate exhibit) \$ _____

TOTAL LIENS _ _ _ _ _ (\$390,179.12)

APPARENT EQUITY AS OF 10 / 12 / 07 _ _ \$159,820.88**

*Source: Schedule (e.g. appraisal, tax bill/assessment, contract
of sale, debtor's schedules, etc.)

**If negative, insert zero(0).

I certify under penalty of perjury that the foregoing is true and
correct.

Dated: October 12, 2007

/s/ TAMMY L. TERRELL, ESO.

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-
2(c)

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Counsellors at Law
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In Re:

DANIEL G. BENTANCUR

Debtor.

Case No.: 07-10160 NLW

Adv. No.:

Hearing Date: November 05, 2007

Judge: Honorable Novalyn L.
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**CERTIFICATION RE POST PETITION PAYMENT HISTORY
ON THE NOTE AND MORTGAGE**

TAMMY L. TERRELL, ESO. of full age, an associate attorney for the
firm of FEIN, SUCH, KAHN & SHEPARD, PC., attorney for Secured
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Mortgage Holder: FREMONT INVESTMENT

Mortgagors/Debtors: DANIEL G. BENTANCUR

POST PETITION PAYMENTS (Petition filed on 01/04/07)

Amount Due	Date Payment Was Due	How Payment Was Applied (Mo/Yr)	Amount Received	Date Payment Received	Check or Money Order Number
1. \$3,013.18	02/01/07	02/01/07	\$3,013.18	02/20/07	
2. \$3,013.18	03/01/07	03/01/07	\$3,013.18	05/02/07	
3. \$3,013.18	04/01/07	04/01/07	\$3,116.37	05/02/07	
4. \$3,013.18	05/01/07	05/01/07	\$3,013.18	05/10/07	
5. \$3,013.18	06/01/07	06/01/07	\$3,013.18	08/08/07	
6. \$3,013.18	07/01/07	07/01/07	\$3,013.18	08/13/07	
7. \$3,013.18	08/01/07	N/A	-0-	N/A	N/A
8. \$3,013.18	09/01/07	N/A	-0-	N/A	N/A
9. \$3,013.18	10/01/07	N/A	-0-	N/A	N/A
TOTAL					

[Continue on attached sheets if necessary]

*MONTHLY PAYMENTS PAST DUE: 3 x \$3,013.19 = \$9,039.57 (08/01/07 - 10/01/07 Monthly payments) and 3 x \$103.18 = \$309.54 (08/01/07 - 10/01/07 Late Charges) ; (MONTHLY PAYMENT + LATE CHARGE) = \$9,349.11 AS OF October 12, 2007.

Each Monthly Payment is comprised of:

(Attach sheets if payment amounts varies from figures set forth below)

Principal & Interest\$2,384.99
Escrow\$731.38
Total\$3,013.18

If the monthly payment has changed during the pendency of the case, please explain (attach separate sheet(s) if necessary):

I certify under penalty of perjury that the foregoing is true and correct.

Dated: October 12, 2007

/s/ TAMMY L. TERRELL, ESQ.

EXHIBIT “B”

FEIN, SUCH, KAHN & SHEPARD, PC.

Counsellors at Law

7 Century Drive - Suite 201

Parsippany, New Jersey 07054

(973) 538-9300

Attorneys for Secured Creditor

TAMMY L. TERRELL, ESQ.- 4062

FMT099

IN RE:

DANIEL G. BENTANCUR

Debtor.

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Chapter : 13

Case No. 07-10160 NLW

**SUPPLEMENTAL CERTIFICATION BY
MORTGAGEE (Default in Chapter 13
Payments Outside of Plan)**

Hearing Date: November 5, 2007

I, Dory Goebel, hereby deposes and says:

1. I am the Attorney in Fact of FREMONT INVESTMENT AND LOAN.
2. Date Debtor's petition was filed on January 4, 2007.
3. (a) Amount of Debtor's monthly mortgage payment
\$3,013.19.
(b) Amount of monthly late charges \$103.18.
(c) Total monthly payment including late charge
\$3,116.37.
4. Debtor's last mortgage payment was applied to
07/01/07.
5. Debtor should have made 2 payments outside of the
plan since the date of the filing petition.

6. Since the date of the filing, Debtor has made 6 payments.

7. Debtor is behind 3 months in payments outside of the plan, through the payment due October 01, 2007.

8. The total amount of delinquency outside of the plan is \$9,349.11. That amount is computed in the following manner:

$\$3,013.19 \times 3 = \$9,039.57$ (08/01/07 - 10/01/07 Monthly payments)

$\$103.18 \times 3 = \309.54 (08/01/07 - 10/01/07 Late charges).

9. The figures contained in this certification are current as of payment received on or before October 12, 2007.

10. Attached are true copies of the documents.

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

Dated: October 12, 2007

/s/ Dory Goebel
DORY GOEBEL
ATTORNEY IN FACT

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-
2(c)

FEIN, SUCH, KAHN & SHEPARD PC
Counsellors at Law
7 Century Drive - Suite 201
Parsippany, New Jersey 07054
(973) 538-9300
Attorneys for Secured Creditor
FMT099

In Re:

DANIEL G. BENTANCUR

Debtor.

Case No.: 07-10160 NLW

Adv. No.:

Hearing Date: November 5, 2007

Judge: Honorable Novalyn L.
Winfield

**CERTIFICATION RE CALCULATION OF AMOUNTS DUE
NOTE AND MORTGAGE**

Dory Goebel of full age, as Attorney in Fact by FREMONT INVESTMENT
AND LOAN, hereby certifies the following information:

Recorded on December 12, 2005 in UNION County, in Book 11482 at
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Total Expense	_____	<u>\$3,024.02</u>
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TOTAL DUE AS OF <u>10 / 11 / 07</u>	_____	<u>\$333,297.12</u>

II. EQUITY ANALYSIS (When Appropriate)

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Liens on the real estate:

1. Real estate taxes as of _____ \$ _____

2. First Mortgage (principal & interest)

as of 10/11/07 \$333,297.12

3. Second Mortgage (principal & interest)

as of 01/04/07 \$56,882.00

4. Other (specify on separate exhibit) \$ _____

TOTAL LIENS _ _ _ _ _ (\$390,179.12)

APPARENT EQUITY AS OF 10 / 12 / 07 _ \$159,820.88**

*Source: Schedule (e.g. appraisal, tax bill/assessment, contract of sale, debtor's schedules, etc.)

**If negative, insert zero(0).

I certify under penalty of perjury that the foregoing is true and correct.

Dated: October 12, 2007

/s/ Dory Goebel
DORY GOEBEL
ATTORNEY IN FACT

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-
2(c)

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Counsellors at Law
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Parsippany, New Jersey 07054
(973) 538-9300
Attorneys for Secured Creditor
FMT099

In Re:

DANIEL G. BENTANCUR

Debtor.

Case No.: 07-10160 NLW

Adv. No.:

Hearing Date: November 5, 2007

Judge: Honorable Novalyn L.
Winfield

**CERTIFICATION RE POST PETITION PAYMENT HISTORY
ON THE NOTE AND MORTGAGE**

Dory Goebel of full age, as Attorney in Fact by FREMONT INVESTMENT
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Recorded on December 12, 2005 in UNION County, in Book 11482 at
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Mortgage Holder: FREMONT INVESTMENT

Mortgagors/Debtors: DANIEL G. BENTANCUR

POST PETITION PAYMENTS (Petition filed on 01/04/07)

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3. \$3,013.18	04/01/07	04/01/07	\$3,116.37	05/02/07	
4. \$3,013.18	05/01/07	05/01/07	\$3,013.18	05/10/07	
5. \$3,013.18	06/01/07	06/01/07	\$3,013.18	08/08/07	
6. \$3,013.18	07/01/07	07/01/07	\$3,013.18	08/13/07	
7. \$3,013.18	08/01/07	N/A	-0-	N/A	N/A
8. \$3,013.18	09/01/07	N/A	-0-	N/A	N/A
9. \$3,013.18	10/01/07	N/A	-0-	N/A	N/A
TOTAL					

[Continue on attached sheets if necessary]

*MONTHLY PAYMENTS PAST DUE: 3 x \$3,013.19 = \$9,039.57 (08/01/07 - 10/01/07 Monthly payments) and 3 x \$103.18 = \$309.54 (08/01/07 - 10/01/07 Late Charges) ; (MONTHLY PAYMENT + LATE CHARGE) = \$9,349.11 AS OF October 12, 2007.

Each Monthly Payment is comprised of:

(Attach sheets if payment amounts varies from figures set forth below)

Principal & Interest\$2,384.99
Escrow\$731.38
Total\$3,013.18

If the monthly payment has changed during the pendency of the case, please explain (attach separate sheet(s) if necessary):

I certify under penalty of perjury that the foregoing is true and correct.

Dated: October 12, 2007

/s/ Dory Goebel
DORY GOEBEL
ATTORNEY IN FACT

EXHIBIT “C”

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

Caption in Compliance with D.N.J. LBR 9004-2(c)

MARK GOLDMAN
A Professional Corporation
Attorneys At Law
55 Washington Street
East Orange, New Jersey 07017
(973)-677-9000
Mark Goldman, Esq. - #MG-8019

Attorneys for Debtor,

In Re:

Daniel Bentancur

Debtor.

Case No. 07-10160

Judge: Novalyn L. Winfield

Chapter: 13

CHAPTER 13 DEBTOR'S CERTIFICATION IN OPPOSITION TO

☒ **CREDITOR'S MOTION or CERTIFICATION OF DEFAULT**

☐ **TRUSTEE'S MOTION or CERTIFICATION OF DEFAULT**

The debtor in the above-captioned Chapter 13 proceeding hereby objects to the following
(choose one):

1. ☒ Motion for Relief from the Automatic Stay filed
by Fremont Investment & Loan, creditor.

A hearing has been scheduled for November 5, 2007, at 9:00 a.m..

OR

- ☐ Motion to Dismiss filed by the Standing Chapter 13 Trustee.

A hearing has been scheduled for _____, at _____.

- ☐ Certification of Default filed by _____, creditor.

I am requesting a hearing be scheduled on this matter.

OR

- ☐ Certification of Default filed by the Standing Chapter13 Trustee.

I am requesting a hearing be scheduled on this matter.

2. I am objecting to the above for the following reasons (**choose one**):

☐ Payments have been made in the amount of \$_____, but have not been accounted for. Documentation in support is attached hereto.

☒ Payments have not been made for the following reasons and debtor proposes repayment as follows (**explain your answer**): The principal and interest being charged is incorrect according to the note, the P & I should be \$2,063.52 and not \$2,384.99. I should be credited for the overpayments. My account should be assessed counsel fees and costs no greater than \$400.00 and if counsel is reimbursed by the servicer for an amount less than \$400.00 that is the amount that should be included on my account balance. I will have 2 payments once it is determined what the correct amount is..

☐ Other (**explain your answer**): _____

3. This certification is being made in an effort to resolve the issues raised by the creditor/trustee in this motion.

4. I certify under penalty of perjury that the foregoing is true and correct.

DATED: 10-30-07

/s/Daniel Bentancur
Daniel Bentancur , debtor

NOTE:

1. This form must be filed with the court and served upon the Standing Chapter 13 Trustee and creditor at least seven (7) days before the return date pursuant to D.N.J. LBR 9013-1(d), if filed in opposition to a *Motion for Relief from the Automatic Stay or Trustee's Motion to Dismiss*.
2. This form must be filed with the court and served upon the Standing Chapter 13 Trustee and creditor within ten (10) days of the filing of a *Creditor's Certification of Default* (under an *Order Resolving Motion to Vacate Stay and/or Dismiss with Conditions*) or a *Trustee's Certification of Default*.

If this form is not filed, the Motion or Certification of Default will be deemed uncontested and no hearing will be scheduled.

EXHIBIT “D”

FEIN, SUCH, KAHN & SHEPARD PC
Counsellors at Law
7 Century Drive - Suite 201
Parsippany, New Jersey 07054
(973) 538-9300
Attorneys for Secured Creditor
TAMMY L. TERRELL, ESQ.- 4062
FMT099

IN RE:

DANIEL G. BENTANCUR,

Debtor.

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Chapter: 13

Case No. 07-10160 NLW

**ATTORNEY AFFIRMATION IN SUPPORT
OF MOTION FOR RELIEF**

Hearing Date: February 4, 2008

I, TAMMY L. TERRELL, ESQ., do hereby certify as follows:

1. I am an attorney at law of the State of New Jersey associated with the law firm of **FEIN, SUCH, KAHN & SHEPARD, PC, attorneys for FREMONT INVESTMENT AND LOAN**, ("Secured Creditor" herein), and I am fully familiar with the facts and circumstances of the within matter.

2. On October 12, 2007, Secured Creditor filed a Motion for Relief from the Automatic Stay.

3. Debtor filed opposition to said motion suggesting that the loan was incorrectly adjusted prior to the adjustment date.

4. Secured Creditor has advised that the payment changes were not a result of an adjustment of the rate, but rather due to escrow issues, namely an escrow shortage. A detailed explanation of said issue is attached here to as Exhibit "A".

Said information has been provided to Debtor's counsel.

5. Secured Creditor has obtained forced placed insurance for the property. Debtor has provided proof of insurance for the property for June 26, 2007 through June 26, 2008 only. A copy of said proof is attached hereto as Exhibit "B". Debtor shall be refunded for any insurance charged during this time.

6. Debtor's monthly payment amounts are as follows:

12/1/06 P&I \$2,063.52 Escrow \$949.67 = \$3,013.19

5/1/07 P&I \$2,063.52 Escrow \$731.38 = \$2,794.90

1/1/08 P&I \$2,473.45 Escrow \$731.38 = \$3,224.83

Late fees are in the amount of \$103.18

7. Using the foregoing figures, the Debtor would have been due for a total of \$35,242.68 through January, 2008. The Debtor has paid a total of \$25,795.88 through January, 2008 leaving a balance due of \$9,446.80. Debtor's last payment was in the amount of \$7,613.61 and was received on December 10, 2007 by way of check no. 269 in the amount of \$2,537.87; check no. 282 in the amount of \$2,537.87 and check no. 290 in the amount of \$2,537.87.

8. As a result of the foregoing, it respectfully requested that the Motion for Relief be granted.

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

FEIN, SUCH KAHN & SHEPARD, PC.
Attorneys for the Secure Creditor,
FREEMONT

By: /S/TAMMY L. TERRELL, ESQ.

DATED: February 1, 2008

cc: MARK GOLDMAN, ESQ. - DEBTOR'S ATTORNEY
cc: MARIE-ANN GREENBERG, ESQ. - TRUSTEE
cc: DANIEL G. BENTANCUR, - DEBTOR

EXHIBIT A

From: Paul Shelton
Sent: Tuesday, January 29, 2008 12:52 PM
To: Danielle McKeon
Cc: Luis Tena; Diana Larrondo; Jaclyn Scholtz
Subject: BETANCUR/8000065265 (FMT099)

Hello,

I've attached copies of this loan's one-page "Initial Escrow Account Disclosure Statement" ("Initial") issued 11/7/05, and the 2 three-page "Annual Escrow Account Disclosure Statements" issued 4/27/06 and 3/22/07, for your records and review.

As seen on the Initial, the monthly escrow payments were originally set at \$509.58, to collect for a projected \$1016.00 property hazard insurance payment that would be next due in June 2006, and four \$1274.73 quarterly property tax payments (totaling \$5098.92). While the actual quarterly taxes went up slightly to approximately \$1305.98 each in January 2006, it was found in April 2006 that the hazard insurance had lapsed as not having been remitted at closing, making a force-placed policy necessary. We disbursed \$2886.00 for the policy, to be effective for the term of 12/29/05 to 12/29/06, and processed an out-of-cycle escrow analysis (the first "Annual") on 4/27/06. The disbursement is seen on the first Annual as the sum of the \$1676.92 "hazard" and \$1209.08 "force place" amounts; the resulting escrow balance afterwards is at a deficit (negative) of -\$1167.34.

The first Annual run 4/27/06 shows revised payment projections on its second page of \$5223.89 for annual taxes (up \$124.97) and \$2886.00 for the force-placed hazard insurance (up \$1870.00, with the next premium due in December 2006, six months earlier than the Initial projected), making a total of \$8109.89 in projected payments. The \$8109.89 was divided into 12 base monthly escrow payments at \$675.82 each. In addition, per RESPA guidelines, the escrow account is to have a 2-month cushion, that is, a minimum balance equal to the sum of two \$675.82 payments, which would be \$1,351.64. Using the existing -\$1167.34 deficit escrow balance and projecting the new base monthly escrow payments of \$675.82 over 12 months, the analysis predicted the escrow account would have a low point of -\$1934.54 in December 2006 (when the next force-placed hazard premium would be due). Comparing that - \$1934.54 projected deficit escrow balance with the \$1351.64 required minimum escrow balance, the analysis calculated a shortage of \$3286.18 to be repaid. The repayment of this shortage was divided into 12 monthly installments of \$273.85 each. The sum of the \$675.82 base escrow payment and \$273.85 escrow shortage repayment figures totaled the revised \$949.67 monthly escrow collection, effective starting with the June 2006 loan payment.

Because of the loan's delinquent status, the annual escrow analysis normally scheduled for each November was not performed in either 2006 or 2007. However, as the force-placed policy was renewed for 12/29/06 to 12/29/07 at a slightly lower premium of \$2881.00 (paid in March 2007), another out-of-cycle escrow analysis was requested. This analysis, the second "Annual" attached, was processed on 3/22/07. At this point, the property taxes had increased again slightly, revising their annual projections to \$5393.34. The sum of the revised \$2881.00 force-placed premium and \$5393.34 projected taxes came to \$8274.34. The new analysis divided this total by 12 to get an updated base escrow payment of \$689.53 (which was \$13.71 higher than in the prior analysis). What changed dramatically from the prior year was the escrow shortage, which at this juncture would be mostly repaid had we been receiving the \$949.67 monthly escrow collection from June 2006 through April 2007. The new analysis, assuming the higher escrow payments as remitted, projected 12 installments of the \$689.53 new base escrow payment from May 2007 through April 2008, with taxes and hazard insurance to be disbursed at their scheduled months, and based on these assumptions calculated a low point would occur in the escrow account in February 2008, when the balance was expected to be \$876.90. Comparing that to the adjusted \$1379.06 required minimum escrow balance (the new 2-month cushion), the revised escrow shortage was calculated at \$502.16, with its repayment divided by 12 into monthly installments of \$41.85 each. The total of the \$689.53 new base escrow payment and \$41.85 revised shortage repayment came to \$731.38, the adjusted escrow collection beginning with the May 2007 loan payment.

To summarize, the escrow payment went from \$949.67 to \$731.38 not because of any decrease in taxes or insurance. Indeed, while the hazard insurance has dropped by \$5.00, the borrower's property taxes have continued to rise. Instead, the lowering escrow payment was because of an anticipated drop in the escrow shortage repayment, assuming that the monthly loan payments are brought current.

Paul Shelton

Fremont Investment & Loan

INITIAL ESCROW ACCOUNT DISCLOSURE STATEMENT

Servicer's Name and Address: **FREMONT MORTGAGE**
2727 E IMPERIAL HIGHWAY
BREA, CA 92821

Phone Number: (800) 927-5626

Borrower: **DANIEL BENTANCUR**

Date: **November 7, 2005**

Application #: **928000065265**

Property Address: **711 EMERSON AVE**
ELIZABETH, NJ 07208

Your monthly mortgage payment for the coming year will be \$ **2,573.10** * of which \$ **2,053.52** * will be for principal and interest and \$ **509.58** will go into your escrow account.

This is an estimate of activity in your escrow account during the coming year based on payments anticipated to be made from your account. IT DOES NOT REQUIRE ANY ACTION ON YOUR PART.

PLEASE KEEP THIS STATEMENT FOR COMPARISON WITH THE ACTUAL ACTIVITY IN YOUR ACCOUNT AT THE END OF THE ESCROW ACCOUNTING COMPUTATION YEAR.

MONTH	PAYMENTS TO ESCROW ACCOUNT	PAYMENTS FROM ESCROW ACCOUNT	ESCROW ACCOUNT BALANCE
Starting Balance:			\$ 1,782.71
January	509.58		2,292.29
February	509.58	1,274.73 Tax#1	1,527.14
March	509.58		2,036.72
April	509.58		2,546.30
May	509.58	1,274.73 Tax#1	1,781.15
June	509.58	1,018.00 Hazard	1,274.73
July	509.58		1,784.31
August	509.58	1,274.73 Tax#1	1,018.16
September	509.58		1,528.74
October	509.58		2,038.32
November	509.58	1,274.73 Tax#1	1,273.17
December	509.58		1,782.75

Cushion selected by servicer: \$ 1,018.16

* If your loan is an adjustable rate mortgage, or other mortgage which allows for fluctuation in your monthly payment, the principal and interest portion of your payment may change within this cycle in accordance with your loan documents.



COPY

DANIEL BENTANCUR
711 EMERSON AVE
ELIZABETH NJ 07208

RE: LOAN # 8000065265
711 EMERSON AVE
ELIZABETH NJ 07208

ANNUAL ESCROW ACCOUNT DISCLOSURE STATEMENT

This is a statement of your actual escrow account transactions since the last annual analysis statement or initial disclosure. This statement reflects the anticipated payments and disbursements as well as your actual payments and disbursements for the last cycle. Please keep this statement to compare to your next annual disclosure.

Effective Date: 6/01/06

6/06 Thru 5/07

ACCOUNT HISTORY

Previous Payment: P&I 2,063.52
Escrow. 509.58
Discretionary Items: .00
Total 2,573.10

Month	Pmt to Esc act Proj Actual	Pmt from Esc act Proj Actual	Desc	Escrow Balance Proj Actual
Starting Balance				.00 .00
Nov, 05	1782.71*		Non csh adj	1782.71
Jan, 06		1305.98*	CITY TAXES	476.73
Jan, 06	509.58*		PAYMENT	986.31
Feb, 06	509.58*		PAYMENT	1495.89
Mar, 06	509.58*		PAYMENT	2005.47
Apr, 06		1305.97*	CITY TAXES	699.50
Apr, 06		1676.92*	HAZARD	977.42-
Apr, 06		1209.08*	FORCE PLACE	2186.50-
Apr, 06	509.58E		PAYMENT	1676.92-<
May, 06	509.58E		PAYMENT	1167.34-
Totals	4,330.61	5,497.95		
	.00	.00		

Under Federal Law (RESPA) the lowest monthly balance in your escrow account should not exceed \$1,351.64 or 1/6th of the total annual projected disbursement from your escrow account, unless your mortgage documents or state law specifies a lower amount. When your escrow balance reaches its lowest point during the account cycle, that balance is targeted to be your cushion amount. Under your Mortgage Contract or State or Federal Law, your targeted low point in your escrow account is \$.00 and your actual low point was \$1,676.92-; the amounts are indicated with an arrow (<).

By comparing the projected escrow payments with the actual escrow payments you can determine where a difference may have occurred. An asterisk (*) indicates a difference in either the amount or date. The estimated payments to escrow and payments from escrow are indicated with an (E).



FREMONT
INVESTMENT & LOAN

877.537.3666 telephone
www.1800fremont.com

COPY

LOAN #:8000065265

PROJECTION FOR NEXT CYCLE

Projected Annual Disbursements

CITY TAXES	5,223.89
FORCE PLACE	2,886.00
Total	8,109.89

New Escrow Deposit 8,109.89 /12= 675.82

The escrow deposit is 1/12th of your total annual projected escrow disbursements. Your escrow balance may contain a cushion. A cushion is an amount of money held in your escrow account to prevent your escrow balance from being overdrawn when increases in the disbursements occur. Under Federal Law (RESPA) the lowest monthly balance in your escrow account should not exceed 1/6th of the total annual anticipated disbursements from your escrow account, unless your mortgage documents or state law specifies a lower amount. The cushion amount in your escrow account is \$1,351.64. When your escrow balance reaches its lowest point during the account cycle, that balance is targeted to be your cushion amount and is marked with an arrow (<).

Month	Payments to Escrow Acct	Payments from Escrow Acct	Description	Curr Bal	Req Bal
Starting Balance				1,167.34-	2,118.84
Jun,06	675.82		PAYMENT	491.52-	2,794.66
Jul,06	675.82		PAYMENT	184.30	3,470.48
Aug,06	675.82		PAYMENT	860.12	4,146.30
Aug,06		1,305.97	CITY TAXES	445.85-	2,840.33
Sep,06	675.82		PAYMENT	229.97	3,516.15
Oct,06	675.82		PAYMENT	905.79	4,191.97
Nov,06	675.82		PAYMENT	1,581.61	4,867.79
Nov,06		1,305.97	CITY TAXES	275.64	3,561.82
Dec,06	675.82		PAYMENT	951.46	4,237.64
Dec,06		2,886.00	FORCE PLACE	1,934.54-	1,351.64 <
Jan,07	675.82		PAYMENT	1,258.72-	2,027.46
Feb,07	675.82		PAYMENT	582.90-	2,703.28
Feb,07		1,305.98	CITY TAXES	1,888.88-	1,397.30
Mar,07	675.82		PAYMENT	1,213.06-	2,073.12
Apr,07	675.82		PAYMENT	537.24-	2,748.94
May,07	675.82		PAYMENT	138.58	3,424.76
May,07		1,305.97	CITY TAXES	1,167.39-	2,118.79
Total	8,109.84	8,109.89			

According to this analysis your escrow balance should be \$2,118.84, but your projected escrow balance is \$1,167.34-. Therefore you have a shortage of \$3,286.18. This shortage may be collected from you over a 12 month period unless the shortage is less than 1 month's deposit, in which case we have the additional option of requesting payment within 30 days. We have decided to collect it over 12 month(s).

You have a deficiency of \$2,186.50. This deficiency may be collected from you over a period of 2 to 12 months unless the deficiency is less than 1 month's deposit, in which case we have the additional option of requesting payment within 1 month. We have decided to collect it over 12 month(s).



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LOAN #:8000065265

Below is your new monthly payment breakdown effective 06/01/06.

Estimated Low Point:	1,934.54-	New P&I	2,063.52
RESPA Low Point . . .	1,351.64	New Esc Pmt	675.82
Doc/St Low Point. . .	1,351.64	Discretionary Items Pmt:	.00
Total Shortage. . . .	3,286.18	Shortage Spread	91.64
Spread Months	12	Deficiency Spread	182.21
Deficiency.	2,186.50	Payment Rnd Adj00
Def Spread Months . .	12	Total Payments.	3,013.19

Please review this statement closely - your mortgage payment may be affected. This statement reflects any changes in your mortgage payment, any surplus refunds, or any shortage or deficiency that you must pay. It also shows the anticipated escrow activity for the next 12 months. If your loan is an adjustable rate mortgage, the principal interest portion of your payment may change within this cycle in accordance with your loan documents. If you have any questions, please call our customer service department.

RESIDENTIAL LOAN SERVICE CENTER | P.O. Box 19030 | SAN BERNARDINO, CA 92423-9030

Member FDIC | Serving our customers since 1937



COPY

DANIEL BENTANCUR
711 EMERSON AVE
ELIZABETH NJ 07208

RE: LOAN # 8000065265
711 EMERSON AVE
ELIZABETH NJ 07208

ANNUAL ESCROW ACCOUNT DISCLOSURE STATEMENT

This is a statement of your actual escrow account transactions since the last annual analysis statement or initial disclosure. This statement reflects the anticipated payments and disbursements as well as your actual payments and disbursements for the last cycle. Please keep this statement to compare to your next annual disclosure.

Effective Date: 5/01/07

5/07 Thru 4/08

ACCOUNT HISTORY

Previous Payment: P&I 2,063.52
Escrow 949.67
Discretionary Items: .00
Total 3,013.19

Month	Pmt to Proj	Esc act Actual	Pmt from Proj	Esc act Actual	Desc	Escrow Balance Proj	Actual
Starting	Balance					2118.84	2186.50-
Jun,06	675.82	949.67*E			PAYMENT	2794.66	1236.83-
Jul,06	675.82	949.67*E			PAYMENT	3470.48	287.16-
Jul,06				1375.70*	CITY TAXES	3470.48	1662.86-<
Aug,06	675.82	949.67*E			PAYMENT	4146.30	713.19-
Aug,06			1305.97		CITY TAXES	2840.33	713.19-
Sep,06	675.82	949.67*E			PAYMENT	3516.15	236.48
Oct,06	675.82	949.67*E			PAYMENT	4191.97	1186.15
Oct,06				1375.70*	CITY TAXES	4191.97	189.55-
Nov,06	675.82	949.67*E			PAYMENT	4867.79	760.12
Nov,06			1305.97		CITY TAXES	3561.82	760.12
Dec,06	675.82	949.67*E			PAYMENT	4237.64	1709.79
Dec,06			2886.00		FORCE PLACE	1351.64	1709.79
Jan,07	675.82	949.67*E			PAYMENT	2027.46	2659.46
Jan,07				1390.69*	CITY TAXES	2027.46	1268.77
Feb,07	675.82	949.67*E			PAYMENT	2703.28	2218.44
Feb,07			1305.98		CITY TAXES	1397.30	2218.44
Feb,07		509.58*			PAYMENT	1397.30	2728.02
Mar,07	675.82	949.67*E			PAYMENT	2073.12	3677.69
Mar,07				2881.00*	FORCE PLACE	2073.12	796.69
Mar,07		509.58E			PAYMENT	2073.12	1306.27
Apr,07	675.82	949.67*E			PAYMENT	2748.94	2255.94
May,07	675.82				PAYMENT	3424.76	2255.94
May,07			1305.97		CITY TAXES	2118.79	2255.94
Totals		11,465.53		7,023.09			
	8,109.84		8,109.89				



COPY

LOAN #:8000065265

Under Federal Law (RESPA) the lowest monthly balance in your escrow account should not exceed \$1,351.64 or 1/6th of the total annual projected disbursement from your escrow account, unless your mortgage documents or state law specifies a lower amount. When your escrow balance reaches its lowest point during the account cycle, that balance is targeted to be your cushion amount. Under your Mortgage Contract or State or Federal Law, your targeted low point in your escrow account is \$1,351.64 and your actual low point was \$1,662.86-; the amounts are indicated with an arrow (<).

By comparing the projected escrow payments with the actual escrow payments you can determine where a difference may have occurred. An asterisk (*) indicates a difference in either the amount or date. The estimated payments to escrow and payments from escrow are indicated with an (E).

PROJECTION FOR NEXT CYCLE

Projected Annual Disbursements

CITY TAXES	5,393.34
FORCE PLACE	2,881.00

Total	8,274.34

New Escrow Deposit 8,274.34 /12= 689.53

The escrow deposit is 1/12th of your total annual projected escrow disbursements. Your escrow balance may contain a cushion. A cushion is an amount of money held in your escrow account to prevent your escrow balance from being overdrawn when increases in the disbursements occur. Under Federal Law (RESPA) the lowest monthly balance in your escrow account should not exceed 1/6th of the total annual anticipated disbursements from your escrow account, unless your mortgage documents or state law specifies a lower amount. The cushion amount in your escrow account is \$1,379.06. When your escrow balance reaches its lowest point during the account cycle, that balance is targeted to be your cushion amount and is marked with an arrow (<).

Month	Payments to Escrow Acct	Payments from Escrow Acct	Description	Curr Bal	Req Bal
Starting Balance				2,255.94	2,758.10
May,07	689.53		PAYMENT	2,945.47	3,447.63
May,07		1,390.69	CITY TAXES	1,554.78	2,056.94
Jun,07	689.53		PAYMENT	2,244.31	2,746.47
Jul,07	689.53		PAYMENT	2,933.84	3,436.00
Aug,07	689.53		PAYMENT	3,623.37	4,125.53
Aug,07		1,305.98	CITY TAXES	2,317.39	2,819.55
Sep,07	689.53		PAYMENT	3,006.92	3,509.08
Oct,07	689.53		PAYMENT	3,696.45	4,198.61
Nov,07	689.53		PAYMENT	4,385.98	4,888.14
Nov,07		1,305.98	CITY TAXES	3,080.00	3,582.16
Dec,07	689.53		PAYMENT	3,769.53	4,271.69
Dec,07		2,881.00	FORCE PLACE	888.53	1,390.69
Jan,08	689.53		PAYMENT	1,578.06	2,080.22
Feb,08	689.53		PAYMENT	2,267.59	2,769.75
Feb,08		1,390.69	CITY TAXES	876.90	1,379.06 <
Mar,08	689.53		PAYMENT	1,566.43	2,068.59
Apr,08	689.53		PAYMENT	2,255.96	2,758.12
Total	8,274.36	8,274.34			



COPY

LOAN #: 8000065265

According to this analysis your escrow balance should be \$2,758.10, but your projected escrow balance is \$2,255.94. Therefore you have a shortage of \$502.16. This shortage may be collected from you over a 12 month period unless the shortage is less than 1 month's deposit, in which case we have the additional option of requesting payment within 30 days. We have decided to collect it over 00 month(s).

You have a deficiency of \$8,700.01. This deficiency may be collected from you over a period of 2 to 12 months unless the deficiency is less than 1 month's deposit, in which case we have the additional option of requesting payment within 1 month. We have decided to collect it over 12 month(s).

Below is your new monthly payment breakdown effective 05/01/07.

Estimated Low Point:	876.90	New P&I	2,063.52
RESPA Low Point . . .	1,379.06	New Esc Pmt	689.53
Doc/St Low Point. . .	1,379.06	Discretionary Items Pmt:	.00
Total Shortage. . . .	502.16	Surplus Spread.00
Spread Months	00	Deficiency Spread	41.85
Deficiency.	8,700.01	Payment Rnd Adj00
Def Spread Months . .	12	Total Payments.	2,794.90

Please review this statement closely - your mortgage payment may be affected. This statement reflects any changes in your mortgage payment, any surplus refunds, or any shortage or deficiency that you must pay. It also shows the anticipated escrow activity for the next 12 months. If your loan is an adjustable rate mortgage, the principal interest portion of your payment may change within this cycle in accordance with your loan documents. If you have any questions, please call our customer service department.

EXHIBIT "B"



EVIDENCE OF PERSONAL PROPERTY INSURANCE

DATE (MM/DD/YYYY)
11/05/2007

THIS IS EVIDENCE THAT INSURANCE AS IDENTIFIED BELOW HAS BEEN ISSUED, IS IN FORCE, AND CONVEYS ALL THE RIGHTS AND PRIVILEGES AFFORDED UNDER THE POLICY.

AGENCY BIXLER-MCKEOWN AGENCY, INC. 758 KEARNY AVENUE KEARNY, NJ 07032		COMPANY Secongress Insurance Company of NJ P.O. Box 16100 Reading, PA 19612-6200	
PHONE (201) 991-0032	FAX 190 110620	LOAN NUMBER	POLICY NUMBER 0236855299
AGENCY CODE 190 110620	SUB CODE 0000	EFFECTIVE DATE 05/26/2007	EXPIRATION DATE 06/26/2008
AGENCY CUSTOMER ID # INSURED Daniel G Bentancur and Zuleica Bentancur 711 Emmerson Ave Elizabeth, NJ 07208		CONTINUED UNTIL TERMINATED IF CHECKED <input type="checkbox"/>	

PROPERTY INFORMATION

LOCATION/DESCRIPTION

Dwelling - Primary
711 Emmerson Ave
Elizabeth, NJ 07208

COVERAGE INFORMATION

COVERAGE/PERILS/FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Residence Replacement Value	\$678,000.00	\$1,000
Personal Liability	\$300,000.00	
Medical Coverage	\$5,000.00	

REMARKS (including Special Conditions)

CANCELLATION

THE POLICY IS SUBJECT TO THE PREMIUMS, FORMS, AND RULES IN EFFECT FOR EACH POLICY PERIOD. SHOULD THE POLICY BE TERMINATED, THE COMPANY WILL GIVE THE ADDITIONAL INTEREST IDENTIFIED BELOW 30 DAYS WRITTEN NOTICE, AND WILL SEND NOTIFICATION OF ANY CHANGES TO THE POLICY THAT WOULD AFFECT THAT INTEREST, IN ACCORDANCE WITH THE POLICY PROVISIONS OR AS REQUIRED BY LAW.

ADDITIONAL INTEREST

NAME AND ADDRESS FREMONT INVESTMENT & LOAN ISAOA P O BOX 658 AMELIA, OH 45102-0658	<input checked="" type="checkbox"/> MR. FIDELITY <input type="checkbox"/> LOAN PAYEE LOAN #	ADDITIONAL INSURED
Designation: ISAOA/ATIMA	ADDITIONAL REPRESENTATIVE 	

ACORD 27 (2004/04)

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EXHIBIT “E”

FEIN, SUCH, KAHN & SHEPARD, PC.

Counsellors at Law

7 Century Drive - Suite 201

Parsippany, New Jersey 07054

(973) 538-9300

Attorneys for Secured Creditor

TAMMY L. TERRELL, ESQ.- 4062

FMT099

IN RE:

DANIEL G. BENTANCUR,

Debtor.

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Chapter : 13

Case No. 07-10160 NLW

**AMENDED SUPPLEMENTAL CERTIFICATION
BY MORTGAGEE (Default in Chapter
13 Payments Outside of Plan)**

Hearing Date: January 7, 2008

I, Bethany Hood, hereby deposes and says:

1. I am the Attorney In Fact of FREMONT INVESTMENT AND LOAN.
2. Date Debtor's petition was filed on January 4, 2007.
3. (a) Amount of Debtor's monthly mortgage payment
\$3,013.19 (\$2,063.52 P&I and \$949.67 escrow).
(b) Amount of monthly late charges **\$103.18.**
(c) Debtor's monthly payment as of May, 2007 was
\$2,794.90 (\$2,063.52 P&I and \$731.38 escrow).
(d) Amount of Debtor's monthly payment as of January,
2008 is **\$3,224.83 (\$2,473.45 P&I and \$731.38 escrow).**
4. Payment changes were due to escrow shortage. Escrow decreased due to an anticipated drop in the escrow shortage repayment.

5. Debtor should have made 12 payments outside of the plan since the date of the filing petition.

6. Since the date of the filing, Debtor has made 9 payments.

7. Debtor should have paid \$35,424.68 post petition through January, 2008. Debtor has paid a total of \$25,795.88, leaving a balance of \$9,446.80.

8. That amount is computed in the following manner:

\$3,013.19 x 3 = \$9,039.57 (February 2007-April 2007)
\$2,794.90 x 8 = \$22,359.20 (May 2007-December 2007)
\$3,224.83 x 1 = \$3,224.83 (January 2008)
\$103.18 x 6 = \$619.08 (August 2007-January 2008)
Total Due = \$35,242.68

\$3,013.18 received 2/20/07
\$3,013.18 received 5/2/07
\$3,116.37 received 5/2/07
\$3,013.18 received 5/10/07
\$3,013.18 received 8/8/07
\$3,013.18 received 8/13/07
\$7,613.61 received 12/10/07
Total Received \$25,795.88

Balance owed through January 2008 \$9,446.80

9. The figures contained in this certification are current as of payment received on or before February 1, 2008.

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

Dated: February 4, 2008

/s/Bethany Hood

EXHIBIT “F”

MARK GOLDMAN
A Professional Corporation
55 Washington Street
East Orange, New Jersey 07017
Tel. 973-677-9000

Virginia E. Fortunato, Esq. #VEF-0787
Attorneys for Debtor, Daniel G. Bentancur

In Re:

DANIEL G. BENTANCUR,

Debtor.

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Case No. 07-10160/NLW

Chapter 13

**ATTORNEY'S CERTIFICATION IN
RESPONSE TO AMENDED SUPPLEMENTAL
CERTIFICATION BY MORTGAGEE,
FREMONT INVESTMENT AND LOAN, AS
TO THE ENTRY OF ORDER VACATING
THE AUTOMATIC STAY**

Hearing Date: March 3, 2008
at 9:00 a.m.

VIRGINIA E. FORTUNATO, ESQ., hereby certifies that:

1. I am an associate of the firm of Mark Goldman, A Professional Corporation, attorneys for the debtor, Daniel J. Bentancur, in this Chapter 13 proceeding which was filed by the debtor on January 4, 2007. I am fully familiar with the facts surrounding this matter and make this certification in support of this motion.

2. The secured creditor, Fremont Investment and Loan, on October 12, 2007 filed a motion to vacate the automatic stay that was almost four (4) months ago. It is still unclear who Fein, Such, Kahn & Shepard, PC represents.

3. The debtor has provided me with proof of two (2) electronic payments. The first payment was made on August 7, 2007 in the amount of \$6,634.74. The second payment was made on August 13, 2007 in the amount of \$3,317.34 (attached hereto as Exhibit "A").

4. The secured creditor, Fremont Investment and Loan, has, through their attorneys and servicer, Fidelity Investment, filed no less than four (4) certifications since the filing of the instant motion.

5. The most recent certification was signed by Bethany Hood, presumably from Fidelity Investments on February 2, 2008. Ms. Hood's certification provides no check or money order numbers and is not accompanied by a Local Form 16 which requires same. Ms. Hood acknowledges proofs of \$3,013.18 on August 8, 2007 and \$3,013.18 on August 13, 2007. These amounts differ from Exhibit "A" attached hereto provided by the debtor. It appears that, based on these proofs, the debtor has not received credit for all payments made on the mortgage.

6. Furthermore, it is debtor's position that the escrow deficiency should have been zeroed out at the time of filing with the secured creditor escrowing a minimum balance equal to the sum of two (2) \$675.82 payments which totals \$1,351.64. Accordingly, any deficiency beyond the \$1,351.64 should have been included in the mortgagee's proof of claim. The figure of \$1,351.64 was relied on based on the e-mail attached to as Exhibit "B" to Tammy L. Terrell, Esq.'s certification filed on February 1, 2008.

7. It is, therefore, respectfully requested that the motion for relief be denied and that the Court order the mortgagee provide the debtor with a complete loan transaction history.

I HEREBY CERTIFY that the foregoing statements made by me are true to the best of my knowledge, information, and belief. I am aware that if any of the foregoing is willfully false, I am subject to punishment for false swearing.

DATED: February 29, 2008

/s/ Virginia E. Fortunato_____
VIRGINIA E. FORTUNATO, ESQ.
Attorney for the Debtor

EXHIBIT "A"



Bank of America

Capture Date: 20070814 Sequence #: 3592007253

128

DANIEL BENTANCUR
711 EMERSON AVE
ELIZABETH, NJ 07208

Bank of America, National Association
501 RTE 206 NORTH
CHESTER, NJ 07930

Date **August 13, 2007**

Pay to the Order of Fremont Investment & Loan

\$ **\$3,317.37**

10784 - 570	** Three Thousand Three Hundred Seventeen and 37/100 *****		DOLLARS
	8000065265	1ST	2,794.90
	8000065725	2ND	522.47

Verbally Authorized By Your Depositor

0000128 0021200339 381006212663

0000336737

0001 0001367 PAY TO THE ORDER OF WELLS FARGO BANK
FOR DEPOSIT ONLY RETURNED ITEM 19 3115 415 9 3120 10
INVESTMENT LOAN

NFB NA-EN, CA 08132047
TRACER: 3244 PKT: 003
▶ 122105278

Q&A

Electronic Endorsements

Date	Sequence	Bank #	BOFD	TRN	BankName
20070813	000000724748315	122105278	Y	Y	WELLS FARGO BANK, NA
20070814	000000724748315	91000019	N	N	WELLS FARGO BANK, NA
20070814	003592007253	111012822	N	N	BANK OF AMERICA, NA

No Payee Endorsements Found