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Attorney for Plaintiff, United States of America

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA, : **HON.**

Plaintiff, : *Civil Action No.*

v. : **COMPLAINT**

RUTH M. SANTIAGO, :

Defendant. :

Jay I. Lazerowitz, Esq., on behalf of plaintiff, United States of America, for its Complaint against defendant Ruth M. Santiago, says that:

1. This is a civil action brought on behalf of the United States of America and this Court has jurisdiction under the provisions of 28 U.S.C. Section 1345.
2. The defendant resides at 289 Broadway, Apt. E in Newark, within the state and district of New Jersey.
3. Plaintiff sues defendant for sums due on a student loan in which plaintiff is the lender or assignee of lender and defendant is the obligor. The promissory note at issue is attached hereto as Exhibit "A".
4. Defendant owes plaintiff the principal sum of \$2,093.99, plus interest, as more fully set forth on the Certificate of Indebtedness attached hereto as Exhibit "B".
5. Due demand has been made for payment of the indebtedness and defendant has

neglected and refused to pay same.

THEREFORE, plaintiff demands judgment against defendant as follows:

- a. In the amount of \$6,836.74 (\$2,093.99 principal, \$4,742.75 interest accrued through July 5, 2011), and \$00.00 costs;
- b. Interest to accrue at the rate of 8.00% per annum from July 5, 2011 to date of judgment;
- c. Interest from the date of judgment at the legal rate in effect on the date of judgment until paid in full;
- d. Costs of suit; and
- e. For such other relief as this Court may deem just.

Dated: January 23, 2012



Jay I. Lazerowitz, Esq.
Attorney for the United States of America

From Article at GetOutofDebt.org

**NOTICE REQUIRED BY THE FAIR DEBT COLLECTION PRACTICES ACT 15 U.S.C
SECTION 1601 AS AMENDED**

1. The amount of the debt is stated in the complaint attached hereto.
2. The plaintiff who is named in the attached summons and complaint is the creditor to whom the debt is owed.
3. The debt described in the complaint attached hereto will be assumed to be valid by the creditor's law firm, unless the debtors, within thirty days after receipt of this notice, disputes, in writing, the validity of the debt or some portion thereof.
4. If the debtor notifies the creditor's law firm in writing within thirty days of the receipt of this notice that the debt or any portion thereof is disputed, the creditor's law firm will obtain verification of the debt and a copy of the verification will be mailed to the debtor by the creditor's law firm.
5. If the creditor who is named as the plaintiff in the attached summons and complaint is not the original creditor, and if the debtor makes written request to the creditor's law firm within thirty days from the receipt of this notice, the name and address of the original creditor will be mailed to the debtor by the creditor's law firm.
6. Written request should be addressed to Fair Debt Collection Clerk, Law Office of Jay I. Lazerowitz, Esq., 55 Harristown Road, Glen Rock, New Jersey 07452.

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

From Article at www.fairdebt.org

STUDENT BORROWER
 SSN ACCOUNT 146-68-6173
 RUTH M. SANTIAGO
 113 PARK AVENUE
 1ST FLOOR
 NEWARK, NJ 07104

EDUCATIONAL INSTITUTION
 USE NUMBER 008270
 WILFRED ACADEMY
 1140 RAYMOND BLVD
 NEWARK, NJ 07102

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	Amount Financed The amount of credit provided to you.	Loan charge: If a payment is late, you may be charged \$5.00 or 5% of the payment, whichever is less.
Prior to repayment		Prepayment: If you pay off early, you will not have to pay a penalty. You will not be entitled to a refund of part of the finance charge.
5.70 %	8.00 %	See the promissory note for any additional information about nonpayment default, any required repayment in full before the scheduled date, and prepayment refunds and penalties. e means an estimate
	\$ 2,350.00	

Loan Amount \$ 2,500.00 Less: Prepaid Finance Charge \$ 150.00 Equal: Amount paid to you \$ 2,350.00
 Femiization of the Amount Financed of \$ 2,350.00
 Includes: Insurance Premium \$ 25.00
 Origination fee \$ 125.00 (5% of Loan Amount)
 Multiple Disbursement Schedule

Disbursement	Estimated Date of Disbursement	Installment Amount	Prepaid Finance Charge		Amount Financed
			Insurance Premium	Origination Fee	
1st Disbursement	11/9/83	\$ 2,500.00	\$	\$	\$
2nd Disbursement		\$ 2,500.00	\$	\$	\$

FOR VALUE RECEIVED I PROMISE TO PAY TO THE ORDER OF HOWARD SAVINGS BANK
NEWARK, NJ 07101
 \$2,500.00 DOLLARS UPON MATURITY OF THIS PROMISSORY NOTE.

I understand that four (4) months before this note becomes due and payable as stated on the reverse side of this note, I shall contact and negotiate with the holder of the note an installment promissory note for the payment of the balance then owing at the aforementioned simple interest rate in monthly installments. Failure to execute and deliver an installment promissory note as prescribed above, providing the grace period has expired shall constitute a default and this note will become immediately due and payable without notice of demand.
 I have read and understand the terms and conditions on both sides of this note.

Signature - Lender HL Date 11-7-83
 Signature - Maker Ruth M. Santiago Date 10-31-83
 NJHEAA (REV 8/82) LENDER (ORIGINAL)

6

125.00

5

From Article at GetOutOfDebt.org

For value received, the Howard Savings Bank hereby assigns and transfers all right, title, and interest arising from this note to the New Jersey Higher Education Assistance Authority without recourse or warranty.

Date 1/12/12
[Signature]
Deputy for Collection and Billing Services

Department of Education
155 South Street
Trenton, NJ 08646
609.971.3333

U. S. DEPARTMENT OF EDUCATION
SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS #1 OF 1

RUTH M. SANTIAGO
289 BROADWAY
APT E
NEWARK, NJ 07104
Account No. XXXXXX6173

I certify that Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from 07/05/11.

On or about 10/31/83, the borrower executed promissory note(s) to secure loan(s) of \$2,500.00 from HOWARD SAVINGS BANK, NEWARK, NEW JERSEY. This loan was disbursed for \$2,500.00 on 11/09/83, at 8.00 percent interest per annum. This loan obligation was guaranteed by NEW JERSEY HIGHER EDUCATION ASSISTANCE AUTHORITY, and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et seq. (34 C.F.R. Part 682). The holder demanded payment according to the terms of the note, and credited \$42.60 to the outstanding principal owed on the loan. The borrower defaulted on the obligation on 09/26/85, and the holder filed a claim on the loan guarantee.

Due to this default, the guaranty agency paid a claim in the amount of \$2,653.99 to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. Pursuant to 34 C.F.R. § 682.410(b)(4), once the guarantor pays on a default claim, the entire amount paid becomes due to the guarantor as principal. The guarantor attempted to collect this debt from the borrower. The guarantor was unable to collect the full amount due, and on 11/01/95, assigned its right and title to the loan to the Department.

Since assignment of the loan, the Department has credited a total of \$0.00 in payments from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments, the borrower now owes the United States the following:

Principal:	\$2,093.99
Interest:	\$4,742.75
Total debt as of 07/05/11:	\$6,836.74

Interest accrues on the principal shown here at the rate of \$0.46 per day.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 7/18/11

Loan Analyst
Litigation Support
Michael Miles
Loan Analyst