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SUPERIOR COURT  
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Elena Brady, et.al.  
521 Linden Avenue  
Rahway, New Jersey  
07065  
Telephone # 732-910-5408

B-205  
12-2-13  
CK-142  
#135

SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION  
PASSAIC COUNTY NEW JERSEY

JP Morgan Chase, N.A	)	Case No. F-030403
Alleged Plaintiff	)	
vs.	)	
Elena Brady, et.al	)	
Alleged DefendantS	)	Date: 23rd Day of December, 2013
	)	<b>ALLEGED DEFENDANT'S OBJECTION TO ALLEGED PLAINTIFF'S NOI"</b>

**DEFENDANT'S ANSWER TO PLAINTIFF'S PETITION  
AFFIRMATIVE DEFENSES, COUNTERCLAIM AS ANSWER  
DEMAND FOR TRIAL BY JURY**

COMES NOW, Elena Brady, et.al, one of the people of New Jersey, in a special limited appearance, without granting jurisdiction. Alleged Defendant Elena Brady, et.al (hereinafter referred to as "Defendant") hereby answers the following allegations.

1. Defendant(s) deny full disclosure to the contract. There was no meeting of the minds
2. Defendant(s) do not have enough information to confirm nor deny
3. Admit

4. Defendant(s) deny the presumption that plaintiff has standing to foreclose
5. Defendants denies the presumption that plaintiff has standing or has established true ownership in the security instrument.
6. Defendants made the note in good faith (not to plaintiff) and in return for a loan which was never received
7. Defendants executed a “mortgage” in good faith (not to plaintiff) to secure a loan that was never received
8. Denied and leaves plaintiff to its proofs. Defendants rebuts the presumption that the assignment is timely, valid or transferred a valid security interest to plaintiff
9. Denied and leaves plaintiff to its proofs.
10. Denied and leaves plaintiff to its proofs.
11. Defendant(s) do not have enough information to confirm nor deny
12. Denied and leaves plaintiff to its proofs
13. Denied and leaves plaintiff to its proofs
14. Denied. Defendant(s) rebut the presumption that plaintiff has standing to foreclose

#### **PLAINTIFF LACKS STANDING TO FORECLOSE**

It appears that the alleged note in question is NOT a negotiable instrument and falls under Article 9 of the Uniform Commercial Code. Article 3 – Negotiable Instruments - reveals what a negotiable instrument cannot contain.

**UCC 3-104(1) (c) - Does not state any other undertaking or instruction by the person promising or ordering payment to do any act in addition to the payment of money.**

The alleged note in question clearly contains additional undertakings and instructions in addition to the payment of money.

The alleged note AND any underlying security instrument must be transferred by assignment in which the assignee must put up consideration. Without consideration there is no contract or transfer of a contract. An endorsement alone is not sufficient for the transfer of a contract. There is no evidence of a valid transfer and Defendant leaves plaintiff to its proofs.

### **LACK OF SUBJECT MATTER JURISDICTION**

Defendant denies that alleged Plaintiff's complaint has met the thresholds to invoke subject matter jurisdiction of the court.

- 1) Defendants denies there is evidence on record of a competent witness with first-hand knowledge of the facts.
- 2) Defendants denies there is evidence of testimony from a true Plaintiff or injured party.
- 3) Defendants denies there is evidence of the original promissory note and ALL valid assignments attached pursuant to Article 9 of the Uniform Commercial Code. (Endorsements are not sufficient for transfer under Article 9 of the UCC)
- 4) Defendants denies there is evidence that signatures on Defendant's note are authentic and Defendants hereby challenges the authenticity of all signatures.

## PROOF OF AUTHORITY

- 1) Demand is made that counsel provide proof of authority to collect this alleged debt on behalf of and under the name of Plaintiff. NOTE: It is res judicata that contracts between attorneys and their clients are not privileged information. See *Clarke v. American Commerce National Bank*:

Clarke v. American Commerce National Bank, 974 F.2d 127 (9th Cir. 1992), [T]he identity of the client, the amount of the fee, the identification of payment by case file name, and the general purpose of the work performed are usually not protected from disclosure by the attorney-client privilege. Id. at 129 (citations omitted).

- 2) Alleged opposing counsel, as an officer of the court, is to have sworn and subscribed an Oath to uphold and defend the Constitution of the United States as his first duty; yet no lawful proof of this has been provided and proven on the record in this matter. A certified copy of Brandy M. Mathews, timely filed Oath of Office and copies of all required bonds according to law including documented proof of Brandy M. Mathews malpractice insurance are necessary to prove on the record that he is lawfully functioning before the court. Because this has not been proven on the record in this matter, Brandy M. Mathews, claim of being able to lawfully represent Plaintiff in this instant matter is only hearsay because it is not supported by any factual evidence before the court.

## AFFIRMATIVE DEFENSES

1. Plaintiff's action is barred due to Accord and Satisfaction as the subject promissory note (now a security) was taken for value and consideration.

2. Plaintiff's action is barred for Failure of Consideration as Plaintiff has not provided sufficient evidence that it took a risk in the subject transaction and therefore cannot appear as the creditor or damaged party of interest
  3. Plaintiff is barred due to Fraud for masquerading as a creditor and hiring a foreclosure mill to enforce an unregistered security without proof of ownership or standing to foreclose.
  4. Plaintiff is also barred due to Estoppel by Acquiescence as plaintiff has failed to validate the alleged debt and is continuing collection activity in violation of federal, state and contract law.
  5. Defendants asserts Res Judicata. This matter has been settled in private and is governed by contract law.
  6. Defendants asserts recoupment. Defendant possesses a proprietary interest in the instrument as Defendants own the securities from this pooling and servicing agreement and from the trust fund. The Defendants have a proprietary interest in the proceeds from the security, which is why the disclaimer is in CFR 433.2, establishing the fact that Plaintiff cannot be a holder, because a holder can only take it free of all defenses and claims. Defendant has an existing recoupment claim pursuant to UCC § 9-404(a) - *Offset rights and defenses*.
- (c) Offset rights and defenses – UCC § 9-404(a)  
(1) Recoupment never cut off – UCC § 9-404(a)(1) (“ . . . Unless an account debtor has made an enforceable agreement not to assert defenses or claims, . . . the rights of an assignee are subject to: (1) all terms of the agreement between the account debtor and assignor and any defense or claim in recoupment arising from the *transaction* that gave rise to the contract.”)

WHEREFORE, Defendants demands the Plaintiff's petition be dismissed with prejudice and for fraud on the court, failure to state a claim for relief to be granted and for all other relief to which this Court finds Defendants entitled.

## **COUNTERCLAIM**

### **COUNT I: DECLARATORY AND INJUNCTIVE RELIEF**

- 1) This is an action for declaratory and injunctive relief against the Plaintiff.
- 2) The plaintiff has not met the thresholds of standing to foreclose and has engaged in an unlawful foreclosure
- 3) As evidenced by the lack of testimony from an injured party or witness with first-hand knowledge, the plaintiff's complaint is merely hearsay, with no facts on record and of no force or effect.
- 4) As a proximate result of the Plaintiff's unlawful actions set forth herein, Defendants continue to suffer irreparable harm for which monetary compensation is inadequate.
- 5) These acts were wrongful and predatory and the acts by the plaintiff and its agents/alleged successors were intentional and deceptive.
- 6) There is a substantial likelihood that Defendants will prevail on the merits of their counterclaims

WHEREFORE, Defendants request the Court dismiss the Plaintiff's complaint with prejudice and enter a judgment in favor of defendant for declaratory and injunctive relief.

### **DEMAND FOR TRIAL BY JURY**

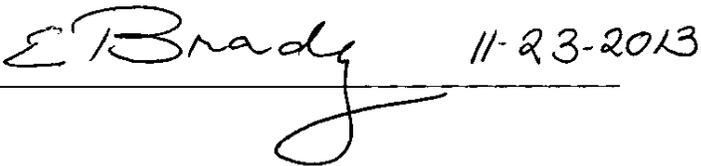
1. Defendants, as Americans, are guaranteed the Right to a **trial by jury**, pursuant to the Seventh Amendment of the National Constitution, and pursuant to the State Constitution.
2. Defendants, hereby claim, exercise and demand their Constitutional Right to trial by jury pursuant to both the National and State Constitutions; and further, informs this Court that trial by jury is an indispensable component of due process of law. Thus, any court which

fails to provide trial by jury, fails the test of due process, has no lawful jurisdiction to hear the matter in controversy, and any judgment rendered thereby is null and void, without lawful force and effect, whatsoever. See: *World Wide Volkswagon v. Woodsen*, 444 U.S. 286, 291; *National Bank v. Wiley*, 195 US 257; *Pennoyer v. Neff*, 95 US 714.

Cc:

**LT. GOVERNOR**  
**KIM GUADAGNO**  
New Jersey Department of State  
225 W.State Street  
P.O. Box 300  
Trenton, NJ 08625

**Date: 23rd Day of November, 2013**

 11-23-2013

ELENA BRADY. Et.al

Signed reserving all my rights at UCC 1-207 & 1-308

**PROOF OF SERVICE:**

I, Elena Brady, et.al, certify that, I have served all parties a true and correct copy of this document on this November 24, 2013 by sending it certified mail to all parties involved.

Morgan, Lewis & Bokius LLP  
502 CARNEGIE CENTER  
PRINCETON, NJ 08540-6241  
ATTN: JP MORGAN CHASE ORDER TO SHOW CAUSE

JUDGE MC VEIGH  
THE SUPERIOR COURT OF NEW JERSEY  
PASSAIC COUNTY COURTHOUSE  
CHAMBERS 100  
PATERSON, NJ 07505

ELENA BRADY, et.al  
521 Linden Avenue  
Rahway, NJ 07065

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ORIGINAL

Superior Court Clerk's Office  
Foreclosure Processing Services  
Attn: Objection to Notice of Intention to Foreclose  
P.O. Box 971  
Trenton, NJ 08625

SUPERIOR COURT  
CLERK'S OFFICE

November 23, 2013

F-030403-13

Dear Sir/Madam,

Enclosed herewith, please find my Alleged Defendants Objection to Alleged Plaintiff's NOI. I am also enclosing a blank check for any and all fees to file the Alleged Objection.

If you have any questions, please feel free to call me at 732-910-5408. Thank you very much for your anticipated cooperation on the matter.

Sincerely,

*EBrady*  
Elena Brady

I authorize you to fill out check.  
for any fees associated with  
this filing. EB