

FILED Aug 16, 2013

August 13, 2013

Superior Court Clerk's Office Foreclosure Processing Services ✓
Attention: Objection to Notice of Intention to Foreclose
PO Box 971
Trenton, New Jersey 08625

RECEIVED

AUG 16 2013

**SUPERIOR COURT
CLERK'S OFFICE**

Re: In Re Application by Citibank
Docket No. F-17318-13

CitiMortgage vs. Frank Gilligan
Docket No. F-060663-10

NOTICE OF OBJECTION TO ORDER TO SHOW CAUSE

Dear Superior Court Clerk's Office:

I am writing to you regarding the above matters. Enclosed in my Notice of Objection to the Order to Show Cause In Re Application by Citibank. By separate motion I am making a separate Notice of Motion in the underlying foreclosure action, Citimortgage vs. Gilligan to Set Aside a Default in Order to File a Contesting Answer.

Kindly file my papers in accordance with the Rules of Court. Copies have been sent to the parties below in accordance with the June 27, 2013 notice sent to me.

Respectfully,



Frank Gilligan

Copy to:

Hon. Margaret Mary McVeigh
Superior Court of New Jersey
Passaic County Courthouse
Chambers 100
71 Hamilton Street
Paterson, New Jersey 07505

Theodore V. Wells, Esq.
Paul, Weiss Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, New York 07505 10019

Frank Gilligan, Pro Se
393 Bayview Ave
Bayville, New Jersey 08721-1516
732-539-8668

Citimortgage, Inc.

Plaintiff,

vs.

Frank Gilligan, et al.

Defendant

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION - PASSAIC COUNTY

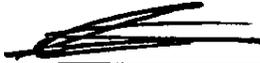
Docket No. F-17138-13

CIVIL ACTION

NOTICE OF OBJECTION TO ORDER TO SHOW CAUSE

I, Frank Gilligan, hereby acknowledge receipt of an Order to Show Cause; and I hereby file a Notice of Objection and attach my Certification in support the aforementioned Notice of Objection.

August 13, 2013



Frank Gilligan

Frank Gilligan, Pro Se
393 Bayview Ave
Bayville, New Jersey 08721-1516
732-539-8668

Citimortgage, Inc.

Plaintiff,

vs.

Frank Gilligan, et al.

Defendant

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION - PASSAIC COUNTY

Docket No. F-17138-13

CIVIL ACTION

CERTIFICATION IN SUPPORT OF DEFENDANT'S
NOTICE OF OBJECTION TO ORDER TO SHOW CAUSE

I, Frank Gilligan, hereby certify that the following statements made by me are true to the best of my knowledge, information and belief; and, I understand that if any statement made by me is willfully false, I may be subject to penalty of law:

1. I am a defendant in a pending foreclosure action entitled Citimortgage, Inc. vs. Frank Gilligan, et al. Docket No.F-060663-10 pending in the Superior Court of New Jersey Chancery Division, Ocean County.

2. To the best of my knowledge, there has been no prosecution of that case since early 2011 for reasons that are not very clear to me, although I have attempted to secure information from Citimortgage, including a loan modification and production of documents. I was advised a couple weeks ago that I qualified for a new loan modification. See more below.

3. I have learned that a default has been entered for my failure to answer the Summons and Complaint. See Exhibit A

4. At around the time that this was occurring, I had asked for relief under the Mortgage Stabilization and Relief Act. See Exhibit B.

5. I requested documentation under a Qualified Written Request, most recently in early 2012. See Exhibit C. I have sent another notice this date. See Exhibit D. I had been offered a loan modification agreement prior to the lawsuit. See Exhibit E. I have also been advised a few weeks ago that I pre-qualified for another loan modification but I have not received any loan modification package as of this date.

6. In early July 2013 I learned that an Order to Show Cause was filed and a new Notice of Intent to Foreclose was being filed; so, I have made application to the Superior Court of New Jersey, Chancery Division, to Set Aside the Default and allow my to file a Contesting Answer. See Exhibit F (did not include duplicative exhibits to this court for those already referenced above).

7. My residence was severely damaged by Hurricane Sandy and I still have not resolved all of those issues although I was informed that some relief would be forthcoming soon.

8. It is for these reasons above that I make this application.

Respectfully submitted,

August 13, 201

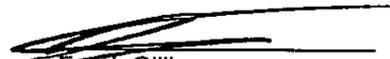

Frank Gilligan

EXHIBIT A

POWERS KIRN
COUNSELORS AT LAW

POWERS KIRN, LLC
728 Marne Highway
Suite 200
Moorestown, NJ 08057
Tel: 856.802.1000
Fax: 856.802.4300
www.powerskim.com

William M.E. Powers, Jr
William M.E. Powers, III
Sarah E. Powers
Edward W. Kim, III
Jeanette J. O'Donnell

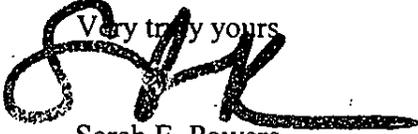
June 2, 2011

CitiMortgage, Inc.
Attention: Gnanesh R. , Foreclosure Department - 2000890844

Re: CitiMortgage, Inc. v. Frank Gilligan, et al.
Docket No. F-060663-10

Dear Gnanesh:

Enclosed please find copy of the Request to Enter Default filed in the above entitled matter for your information.

Very truly yours

Sarah E. Powers

SEP:krw
Enclosure
File # 2010-5350
cc: Frank Gilligan,
Chase Manhattan Bank USA, N.A.,

FILED Feb 15, 2011

#2010-5350

POWERS KIRN, LLC
728 Marne Highway, Suite 200
Moorestown, NJ 08057
(856) 802-1000
Attorneys for Plaintiff

CitiMortgage, Inc.

Plaintiff

vs.

Frank Gilligan, et al.

Defendant(s)

: SUPERIOR COURT OF NEW JERSEY
: CHANCERY DIVISION
: OCEAN COUNTY

: Docket No. F-060663-10

: CIVIL ACTION

: **REQUEST TO ENTER DEFAULT
: AND CERTIFICATION REGARDING
: SERVICE**

TO THE CLERK OF THE ABOVE NAMED COURT:

Please enter the default of the Defendants, **Frank Gilligan, Chase Manhattan Bank USA, N.A.**, for failure to plead or otherwise defend, as provided by the Rules of Civil Practice of the Superior Court. There is annexed hereto a Certification in support of this request.

POWERS KIRN, LLC
Attorneys for the Plaintiff

By: /s/Sarah Powers
Sarah E. Powers

Dated: February 14, 2011

Sarah E. Powers, hereby certifies:

1. I am an attorney at law of the State of New Jersey and am the person actually entrusted with the management of this matter.
2. Service of the Summons and Complaint and any amendments was made upon the defendant Frank Gilligan by a private process server on January 7, 2011 as the return of service will disclose.
3. Service of the Summons and Complaint and any amendments was made upon the defendant Chase Manhattan Bank USA, N.A. by a private process server on January 5, 2011 as the return of service will disclose.
4. The time within which the Defendants may answer or otherwise move as to the Complaint has expired, and the Defendants have not answered or otherwise moved, and the time for the Defendants to answer or otherwise move has not been extended.
5. I certify the above facts are true. I am aware that if any facts are willfully false, that I am subject to punishment.

/s/Sarah Powers
Sarah E. Powers

DATED: February 14, 2011

EXHIBIT B

January 20, 2011

Citimortgage, Inc.
PO Box 183040
Columbus, Ohio 43218-3040

Re: Frank Gilligan
393 Bayview Ave
Bayville, New Jersey 08721-1516

Citimortgage, Inc.
Account No. 20000890844

Dear Citimortgage:

I am requesting relief under the New Jersey Mortgage Stabilization and Relief Act. It is my understanding that there will be a forbearance for at least six months as I apply for a loan modification or other relief that may be available to me.

Very truly


Frank Gilligan

EXHIBIT C

January 31, 2012

Citimortgage, Inc.
PO Box 183040
Columbus, Ohio 43218-3040

Re: Qualified Written Request

Frank Gilligan
393 Bayview Ave
Bayville, New Jersey 08721-1516

Citimortgage, Inc.
Account No. 20000890844

Dear Citimortgage, Inc. :

I am writing to you regarding the above matter. I am sending you a Qualified Written Request. I am attempting to resolve this loan and I understand that I am entitled to this information under the Real Estate Settlement and Procedures Act, 12, U.S.C. #2605(e).

I may dispute the amount that is owed in accordance with information that has previously been provided. Among other things, I believe that payments have not been credited to my account and that you or your servicer may have been overcharging me or improperly crediting my account.

This should serve as a "Qualified Written Request" in accordance with the Real Estate Settlement Procedures Act, 12 U.S.C. 2605(e). Specifically, I request the following:

1. A complete and itemized statement of the loan history from the date of the loan to the date of this letter including but not limited to all payments and charges to the loan in whatever form. the statement should include the date of each and every debit and credit to any account related to this loan, the nature and purpose of each such debit and credit, and the name and address of the payee of any type of disbursement to this account. This includes any securitization of the loan, including Loan City Mortgage, Mortgage Electronics Registration Systems, Inc. Citimortgage, Inc, or any other entity entitled to act on behalf of the original lender, subsequent successors in interest, including any servicer.
2. All receipts for payments made to Loan City Mortgage, Mortgage Electronics Registration Systems, Inc. Citimortgage, any other entity entitled to act on behalf of the original lender, subsequent successor in interest, including any servicer.
3. A complete and itemized statement of the escrow account of the loan, if any, from the date of the loan to the date of this letter, including, but not limited to, any receipts for disbursement with respect to real estate property taxes, fire or hazard insurance, flood insurance, mortgage insurance, credit insurance, or any other insurance product.

4. A complete and itemized statement from the date of the loan to the date of this letter of any forced-placed insurance and expenses related thereto, related in any way to this loan.
5. A complete and itemized statement from the date of the loan to the date of this letter of any suspense account entries and/or any corporate advance entries related in any way to this loan.
6. A complete and itemized statement from the date of the loan to the date of this letter of any property inspection fees, property preservation fees, broker opinion fees, appraisal fees, bankruptcy monitoring fees, or other similar fees or expenses related in any way to this loan. The statement should include the nature and purpose of each such fee or expense.
7. A complete and itemized statement of any and all claimed arrears or delinquencies.
8. A complete and itemized statement of any late charges to this loan from the date of this loan to the date of this letter.
9. A complete and itemized statement from the date of this loan to this loan to the date of this letter of any fees incurred to modify, extend, or amend the laon or to deter any payment due under the terms of the loan.
10. The current amount needed to pay-off the loan in full.
11. A complete and itemized statement of the amount, purpose of payment, and recipient of any and all foreclosure fees and expenses, NSF check charges, legal fees, attorney fees, professional fees, and other expenses and costs that have been charged to the account for this mortgage loan. The statement should include the nature and purpose of each such fee or expense.
12. The full name, address, and phone number of the current holder of this debt including the name, address and phone number of any trustee or fiduciary; and, if the the loan was securitized in a trust or pooling and servicing agreement, please provide me with said information including proof any secured transaction required under the Securities and Exchange rules and regulations or statutes.

Thank you for taking the time to acknowledge and answer this request as required by the Real Estate Settlement and Procedures Act, 12, U.S.C. #2605(e).

Sincerely,

A handwritten signature in black ink, appearing to read "Frank Gilligan", written over a horizontal line.

Frank Gilligan

EXHIBIT D

August 13, 2013

CitiMortgage, Inc.
1000 Technology Drive
O'Fallon, Missouri 63368

Re: Qualified Written Request

Frank Gilligan
393 Bayview Ave
Bayville, New Jersey 08721-1516

Citimortgage, Inc.
Account No. 20000890844

Dear Citimortgage, Inc. :

I am writing to you regarding the above matter. I am sending you a Qualified Written Request. I am attempting to resolve this loan and I understand that I am entitled to this information under the Real Estate Settlement and Procedures Act, 12, U.S.C. #2605(e).

I may dispute the amount that is owed in accordance with information that has previously been provided. Among other things, I believe that payments have not been credited to my account and that you or your servicer may have been overcharging me or improperly crediting my account.

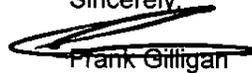
This should serve as a "Qualified Written Request" in accordance with the Real Estate Settlement Procedures Act, 12 U.S.C. 2605(e). Specifically, I request the following:

1. A complete and itemized statement of the loan history from the date of the loan to the date of this letter including but not limited to all payments and charges to the loan in whatever form. the statement should include the date of each and every debit and credit to any account related to this loan, the nature and purpose of each such debit and credit, and the name and address of the payee of any type of disbursement to this account. This includes any securitization of the loan, including Loan City Mortgage, Mortgage Electronics Registration Systems, Inc. Citimortgage, Inc, or any other entity entitled to act on behalf of the original lender, subsequent successors in interest, including any servicer.
2. All receipts for payments made to Loan City Mortgage, Mortgage Electronics Registration Systems, Inc. Citimortgage, any other entity entitled to act on behalf of the original lender, subsequent successor in interest, including any servicer.
3. A complete and itemized statement of the escrow account of the loan, if any, from the date of the loan to the date of this letter, including, but not limited to, any receipts for disbursement with respect to real estate property taxes, fire or hazard insurance, flood insurance, mortgage insurance, credit insurance, or any other insurance product.

4. A complete and itemized statement from the date of the loan to the date of this letter of any forced-placed insurance and expenses related thereto, related in any way to this loan.
5. A complete and itemized statement from the date of the loan to the date of this letter of any suspense account entries and/or any corporate advance entries related in any way to this loan.
6. A complete and itemized statement from the date of the loan to the date of this letter of any property inspection fees, property preservation fees, broker opinion fees, appraisal fees, bankruptcy monitoring fees, or other similar fees or expenses related in any way to this loan. The statement should include the nature and purpose of each such fee or expense.
7. A complete and itemized statement of any and all claimed arrears or delinquencies.
8. A complete and itemized statement of any late charges to this loan from the date of this loan to the date of this letter.
9. A complete and itemized statement from the date of this loan to this loan to the date of this letter of any fees incurred to modify, extend, or amend the loan or to deter any payment due under the terms of the loan.
10. The current amount needed to pay-off the loan in full.
11. A complete and itemized statement of th amount, purpose of payment, and recipient of any and all foreclosure fees and expenses, NSF check charges, legal fees, attorney fees, professional fees, and other expenses and costs that have been charged to the account for this mortgage loan. The statement should include the nature and purpose of each such fee or expense.
12. The full name, address, and phone number of the current holder of this debt including the name, address and phone number of any trustee or fiduciary; and, if the the loan was securitized in a trust or pooling and servicing agreement, please provide me with said information including proof any secured transaction required under the Securities and Exchange rules and regulations or statutes.

Thank you for taking the time to acknowledge and answer this request as required by the Real Estate Settlement and Procedures Act, 12, U.S.C. #2605(e).

Sincerely,



Frank Gilligan

EXHIBIT E



March 9, 2010

FRANK GILLIGAN
393 BAYVIEW AVE
BAYVILLE, NJ 08721-1516

*LOAN
MODIFICATION &
NEW STATEMENT*

RE: CMI # 2000890844

Dear Borrowers

Enclosed is a Modification Agreement necessary to change the interest rate, loan product, term and/or monthly payment on your mortgage loan. This document must be executed by you and the Lender in order to modify your mortgage. The change in your principal and interest payment will be reflected upon receipt of the modification agreement.

Please read the Modification Agreement carefully. It must be signed, dated and notarized by all obligated parties. You must also ensure that two people who witnessed your signature also sign the Agreement (non-married individuals must have two witnesses per individual). To expedite the Modification, we may have ordered a title update to ensure that our lien is protected. CitiMortgage may choose not to proceed with the modification if other liens exist.

An envelope is enclosed for the convenience of returning the Modification Agreement on or before 03/19/10, or the modification terms may be voided at the discretion of CMI.

Your new monthly terms are shown below. If you have been approved for a stepped rate modification, the information below reflects the first year terms only.

PAYMENT INFORMATION

		NEW	CURRENT
1	Principal Balance	\$ 269,488.32	\$ 243,673.29
2	Interest Rate	2.000%	5.500%
3	Principal & Interest Payment	\$ 844.20	\$ 1,618.20
4	Taxes and/or Insurance Escrow	\$ 592.34	\$ 593.59
5	Total Payment	\$ 1,436.54	\$ 2,211.79
6	Payment Effective Date	06/01/10	

Please return your executed document(s) in the envelope provided. Please consult a tax advisor for information concerning the tax treatment of the capitalized interest amount. If you have any other questions or need further assistance, please contact Jeremy Schlosser at 1-866-713-4784, and refer to your loan number shown above. Thank you for your cooperation.

Sincerely,

Jeremy Schlosser
Loan Processor

-----[Space Above This Line for Recording Data]-----

LOAN MODIFICATION AGREEMENT
(Providing for Step Interest Rate)

CMI/CB # 2000890844

This Loan Modification Agreement ("Agreement"), made March 9, 2010, between FRANK GILLIGAN, ("Borrower") whose address is 393 BAYVIEW AVE, BAYVILLE, NJ 08721-1516 and CitMortgage, Inc ("Lender"), whose address is 1000 Technology Drive, O'Fallon, MO 63368-2240, and Mortgage Electronic Registration Systems, Inc., whose address is P O. Box 2026, Flint, MI 48501-2026 ("Mortgagee"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated 04/14/03, and recorded on 04/28/03 in Book or Liber 11369, at page(s) 1919, or Document No. 2003089794, of the Recorders Office of the Records of OCEAN COUNTY, New Jersey, 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 393 BAYVIEW AVE, BAYVILLE, NJ 08721-1516, the real property described being set forth in the attached LEGAL DESCRIPTION, or as follows:

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 05/01/10, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 269,488.32, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized. (The current unpaid principal balance now due and owing of \$ 243,673.29, plus the total capitalized amount of \$ 25,815.03 equal the Unpaid Principal Balance of \$ 269,488.32)

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 for the first five years at the yearly rate of 2.000%, from 05/01/10 and Borrower promises to pay monthly payments of principal and interest in the amount of \$ 844.20, beginning on 06/01/10. During the sixth year, interest will be charged at the yearly rate of 3.000%, from 05/01/15, and Borrower shall pay monthly payments of principal and interest in the amount of \$ 973.71 beginning on 06/01/15. During the seventh year, interest will be charged at the yearly rate of 4.000%, from 05/01/16, and Borrower shall pay monthly payments of principal and interest in the amount of \$ 1,109.80 beginning on 06/01/16. During the eighth year, interest will be charged at the yearly rate of 5.000%, from 05/01/17, and Borrower shall pay monthly payments of principal and interest in the amount of \$ 1,251.45 beginning on 06/01/17. During the ninth year and continuing thereafter until the Maturity date (as hereinafter defined), interest will be charged at the yearly rate of 5.125%, from 05/01/18, and Borrower shall pay monthly payments of principal and interest in the amount of \$ 1,269.32 beginning on 06/01/18 and shall continue the monthly payments thereafter on the same day of each succeeding month until principal and interest are paid in full. If on 05/01/48 (the "Maturity Date"), Borrower still owes amounts under the Note and Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.

Borrower will make such payments at CitiMortgage, Inc. 1000 Technology Drive, O'Fallon, MO 63368-2240 or at such other place as Lender may require

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.

4. 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.

5 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.

EXHIBIT F

August 13, 2013

Superior Court of New Jersey
Chancery Division, Ocean County
118 Washington Street
Toms River, New Jersey 08754

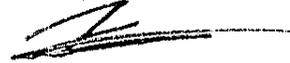
Re: Citimortgage vs. Gilligan
Docket No. F-060663-10
Notice of Motion to Set Aside Default and Permit Contesting Answer

Dear Clerk of the Chancery Division:

I am writing to you regarding the above matter. Enclosed are my Motion Papers. Please file in accordance with the Rules of Court. A \$30 filing fee is not enclosed for reasons stated the Order to Show Cause pending before the Hon. Margaret Mary McVeigh for Citimortgage cases, Docket No. F-17318-13. The fee is suppose to be waived.

A copy has been mailed to Plaintiff's Attorney.

Respectfully,



Frank Gilligan

Powers Kirn, Esqs.

Frank Gilligan, Pro Se
393 Bayview Ave
Bayville, New Jersey 08721-1516
732-539-8668

Citimortgage, Inc.

Plaintiff,

vs.

Frank Gilligan, et al.

Defendant

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION - OCEAN COUNTY

Docket No. F-060663-10

CIVIL ACTION

NOTICE OF MOTION TO SET ASIDE DEFAULT
PERMIT RIGHT OF DEFENDANT TO FILE ANSWER

PLEASE TAKE NOTICE THAT the undersigned shall make application to the Superior Court of New Jersey, Chancery Division, Ocean County, located at 118 Washington Street Toms River, New Jersey 08754 on or about September 6, 2013 for an Order to Set Aside the Default previously entered on or about February 11, 2011 and permit the Defendant the opportunity to file a Contesting Answer. Movant shall rely upon the attached Certification and Exhibits and shall seek any other relief that the Court deems to be fair and just under the circumstances.

August 13, 2013

Respectfully,



Frank Gilligan

Frank Gilligan
393 Bayview Ave
Bayville, New Jersey 08721-1516
732-539-8668

Citimortgage, Inc.

Plaintiff,

vs.

Frank Gilligan, et al.

Defendant

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION - OCEAN COUNTY

Docket No. F-060663-10

CIVIL ACTION

CERTIFICATION IN SUPPORT OF DEFENDANT'S
NOTICE OF MOTION TO SET ASIDE DEFAULT
PERMIT RIGHT OF DEFENDANT TO FILE ANSWER

I, Frank Gilligan, hereby certify that the following statements made by me are true to the best of my knowledge, information and belief; and, I understand that if any statement made by me is willfully false, I may be subject to penalty of law:

1. I am a defendant in a pending foreclosure action entitled Citimortgage, Inc. vs. Frank Gilligan, et al. Docket No. F-060663-10 pending in the Superior Court of New Jersey Chancery Division, Ocean County.

2. To the best of my knowledge, there has been no prosecution of that case since early 2011 for reasons that are not very clear to me, although I have attempted to secure information from Citimortgage, including a loan modification and production of documents. See more below.

3. I have learned that a default has been entered for my failure to answer the Summons and Complaint. See Exhibit A

4. At around the time that this was occurring, I had asked for relief under the Mortgage Stabilization and Relief Act. See Exhibit B.

5. I requested documentation under a Qualified Written Request, most recently in early 2012. See Exhibit C. I have sent another notice this date. See Exhibit D. I had been offered a loan modification agreement prior to the lawsuit (See Exhibit E) and a couple weeks ago I was advised by that I pre-qualified for a loan modification and I'm waiting for papers.

6. In early July 2013 I learned that an Order to Show Cause was filed and a new Notice of Intent to Foreclose was being filed; so, I am making this application to the Superior Court New Jersey, Chancery Division, to Set Aside the Default and allow my to file a Contesting Answer. See Exhibit F (contains just the cover page and 1st page of Order to Show Cause.)

7. My residence was severly damaged by Hurricane Sandy and I still have not resovled all of those issues although I was informed that some relief would be forthcoming soon.

Respectfully submitted,

August 13, 201



Frank Gilligan

CERTIFICATION OF MAILING

I, Frank Gilligan, certify that I mailed or caused to be mailed or hand delivered
a copy of an Answer, Counterclaim, Production of Documents, Foreclosure Case Information

Statement to the following:

Powers Kim, LLC
728 Marne Highway, Suite 200
Moorestown, New Jersey 08057

Clerk, Superior Court of New Jersey
Hughes Justice Complex
CN-971
Trenton, New Jersey 08625

August 14, 2013



Frank Gilligan

FORECLOSURE

CASE INFORMATION STATEMENT (FCIS)

Use for initial Chancery Division — General Equity foreclosure pleadings (not motions) under Rule 4:5-1. Pleading will be rejected for filing, under Rule 1:5-6(c), if information is not furnished or if attorney's signature is not affixed.



FOR USE BY CLERK'S OFFICE ONLY

PAYMENT TYPE: CK CG CA MO

RECEIPT NO:

AMOUNT:

OVERPAYMENT:

BATCH NUMBER:

BATCH DATE:

SECTION A: TO BE COMPLETED BY ALL PARTIES

CAPTION CitiMortgage vs. Frank Gilligan, et al.	COUNTY OF VENUE Ocean
	DOCKET NUMBER (When available) F-060663-10
NAME(S) OF FILING PARTY(IES)(e.g., John Doe, Plaintiff) Frank Gilligan, Pro Se Defendant	DOCUMENT TYPE <input type="checkbox"/> COMPLAINT <input checked="" type="checkbox"/> ANSWER <input type="checkbox"/> OTHER
ATTORNEY NAME (IF APPLICABLE) Not Applicable	FIRM NAME (If applicable) Not Applicable
MAILING ADDRESS 393 Bayview Avenue Bayville, NJ 08721-1516	DAYTIME TELEPHONE NUMBER (732) 539-8668

SECTION B: TO BE COMPLETED BY PLAINTIFF TO INITIAL COMPLAINT

FORECLOSURE CASE TYPE NUMBER <input type="checkbox"/> 088 IN PERSONAM TAX FORECLOSURE <input type="checkbox"/> 089 IN REM TAX FORECLOSURE <input checked="" type="checkbox"/> 0RF RESIDENTIAL MORTGAGE FORECLOSURE <input type="checkbox"/> 0CF COMMERCIAL MORTGAGE FORECLOSURE <input type="checkbox"/> 0CD CONDOMINIUM OR HOMEOWNER'S ASSOCIATION LIEN FORECLOSURE <input type="checkbox"/> 091 STRICT FORECLOSURE <input type="checkbox"/> 0FP OPTIONAL FORECLOSURE PROCEDURE (NO SALE)	IS THIS A HIGH RISK MORTGAGE PURSUANT TO P.L.2009,c.84 AND P.L.2008,c.127 <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO PURCHASE MONEY MORTGAGE <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO RELATED PENDING CASE <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO IF YES, LIST DOCKET NUMBERS: F-17318-13
FULL PHYSICAL STREET ADDRESS OF PROPERTY: 393 Bayview Avenue Bayville, NJ ZIP CODE: 08721 COUNTY: Ocean	MUNICIPALITY CODE(*) 1505 MUNICIPAL BLOCK: 1222 (LOTS): 11

ALL FILING PARTIES MUST SIGN AND PRINT NAMES(S) AND DATE THE FORM BELOW

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with Rule 1:38-7(b).

ATTORNEY/SELF REPRESENTED SIGNATURE Frank Gilligan	PRINT ATTORNEY/SELF REPRESENTED NAME Frank Gilligan	DATE 08/13/2013
---	--	--------------------

*See reverse side for Municipality Codes
Revised Effective 9/2009, CN 10169

Frank Gilligan
393 Bayview Ave
Bayville, New Jersey 08721-1516
732-539-8668

Citimortgage, Inc.

Plaintiff,

vs.

Frank Gilligan, et al.

Defendants

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION - OCEAN COUNTY

Docket No. F-060663-10

CIVIL ACTION

ANSWER AND AFFIRMATIVE DEFENSES

I am Frank Gilligan, the mortgagor of property located 393 Bayview Avenue; and, by way of Answer, I say the following:

This is a contested case in accordance with the guidelines set forth in the Foreclosure Process Handbook and standard court procedures. There are material issues of fact:

1. I challenge the validity of any documents alleged to support this foreclosure, particularly since no documents related to the closing were attached to the Summons and Complaint.
2. I am not in default for reasons stated within the Answer and Affirmative Defenses
3. I challenge the standing of the Plaintiff to bring this action in that same was not the original lender and has offered no proof that it is the holder of the note and or mortgage, or the holder in due course.

First Count

1. I argue that there is not a valid note. The Plaintiff is not the original lender. The original lender was Loan City Mortgage and its representatives, knew or should have known that this was a high risk loan. The debt to income ratio and loan to value of the home exceeded industry standards and same should have been clearly explained to Plaintiff.

2. I say that the mortgage does not exist for the same reasons stated in Paragraph 1. I do not know the exact details of how and when and if the Plaintiff came into ownership of this fraudulent loan. No one ever told me or pointed out to me the involvement of said entity. I have no knowledge about the involvement of Mortgage Electronics Registrations Systems, Inc., at the time of closing and only learned of it as a result of this Complaint.

3. I do not know if the legal description of the property is correct; however, the street address is accurate.

4. I have no idea regarding the alleged assignment to the Plaintiff in that same was never communicated to me until shortly before the service of the Summons and Complaint. It seems that the Plaintiff is leaving some important information out about this loan and its true ownership.

5. I repeat my Answer to Paragraphs 1 through 4 and leave the Plaintiff to its proofs.

6-a through 6-b. I leave the Plaintiff to its proofs regarding said proofs. I am not married.

Chase Manhattan second mortgage was written off but apparently never canceled of record.

7. I repeat my Answer to Paragraphs 1 through 4. I do not have sufficient information regarding this allegation and I leave the Plaintiff to its proofs.

8. I repeat my Answer to Paragraphs 1 through 4. I do not have sufficient information regarding this allegation and I leave the Plaintiff to its proofs.

9. To the best of my knowledge this is not a purchase money mortgage.

10. I repeat my Answer to Paragraphs 1 through 4. I do not have sufficient information regarding this allegation and I leave the Plaintiff to its proofs.

11. I repeat my Answer to Paragraphs 1 through 4. I do not have sufficient information regarding this allegation and I leave the Plaintiff to its proofs.

12. I deny that any such notice was sent regarding this claim and leave the Plaintiff to its proofs.

Wherefore, I demand that the complaint be dismissed with costs to the Defendant.

Second Count

1. The Plaintiff has failed to comply with the law and has otherwise defaulted and its security interest in the property is terminated by law; therefore, it is not entitled to possession. See Answer in Count One.

2. I repeat the same answer here as in Paragraph 1 of the Second Count.

3. I repeat the same answer here as in Paragraph 1 of the Second Count.

Wherefore, I demand that the complaint be dismissed with costs to the Defendant.

AFFIRMATIVE DEFENSES

1. The Plaintiff and/or its predecessors are involved with lending fraud and have failed to comply with the Truth in Lending Act regarding disclosures, right to cancel, right to rescind.

2. Defendant has cancelled the loan under the Truth in Lending Act, therefore, no security interest exists.

3. The Plaintiff is not the original lender and/or holder of the note and offers no proof that it is the holder of the note and mortgage.

4. I received no Notice of Intent to Foreclose under New Jersey state law or under the Fair Debt Collections Practices Act.

5. Plaintiff failed to comply with the Real Estate Settlement Procedures Act regarding any assignment of mortgage or transfer of servicing.

6. Plaintiff has failed to recognize the Defendant's right to a response about its claim that the Plaintiff has failed to properly service the loan.

7. The loan violated the Consumer Fraud Act of New Jersey.
8. The lender committed fraud in the procurement of the loan by making false representations or neglecting to advise me of the true cost of the loan and the fact that it was likely to fail.
9. The appraisal of the property was inflated so this loan could be placed but same failed to comply with industry standards.
10. The placement of this loan did not comply with industry standards in that the debt to income ratio exceeded 50%.
11. The Plaintiff has offered no proof that it is the owner of the note or mortgage, or, that it has the authority to bring this action.

Therefore, I demand the case be dismissed and Judgment be entered in my favor with costs of court.

August 13, 2013

Respectfully submitted,


Frank Gilligan

CERTIFICATION

To the best of my knowledge, information and belief, this matter is not the subject of any other action pending in this court or any other court or any arbitration proceeding.

August 13, 2013


Frank Gilligan