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FILED Aug 19, 2013

LAW OFFICES OF PARK & KIM, LLC

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ENGLEWOOD CLIFFS, NEW JERSEY 07632-2700

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Via USPS Express Mail (9481 7036 9930 0006 1518 53)

August 16, 2013

New Jersey Superior Court Clerk's Office
Foreclosure Unit (Attention: Objection to Corrective Notice of Intent to Foreclose)
Hughes Justice Complex
25 W. Market Street
Trenton, New Jersey 08625

**RE: Objection to Order to Show Cause and Plaintiff's Proposed Corrective Notice of Intent to Foreclose
In Re Application by CitiBank, Docket # F-17318-13, Chancery Division, Passaic County
CitiMortgage, Inc. v. Ki Nam Song, Docket No. F-032378-09
Superior Court of New Jersey, Chancery Division, Bergen County**

Dear Sir or Madam:

Please be advised that this firm represents Defendant Ki Nam Song in the above-referenced matter. Please find enclosed:

Certification of Kyungjoo Park, Esq.

Brief in objection to Order to Show Cause and Plaintiff's Proposed Corrective Notice of Intent to Foreclose.

Certification of Service

Please feel free to contact me if you have any questions. Thank you for your attention.

Sincerely yours,
Law Offices of Park & Kim, LLC, Attorney for Defendant



By: Kyungjoo Park, Esq.

Enclosures

CC: Hon. Judge Margaret Mary McVeigh, P.J.Ch. (via first class mail)
Superior Court of New Jersey, Passaic County, 71 Hamilton Street, Paterson, NJ 07505

Powers Kirn, LLC (via first class mail)
728 Marne Highway, Suite 200, Moorestown, NJ 08057-3128

Krovatin Klingeman LLC (via first class mail)
60 Park Place, Suite 1100, Newark, NJ 07102

Paul, Weiss, Rifkind, Wharton & Garrison, LLP (via first class mail)
1285 Avenue of the Americas, New York, NY 10019-6064

Law Offices of Park & Kim, LLC
By: Kyungjoo Park, Esq.
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(201)-408-8185 Fax:(201)-408-8186
Attorney for Defendant: Ki Nam Song

In Re Application by CitiBank, N.A.,
CitiResidential Lending, Inc,
CitiMortgage, Inc., and CitiFinancial
Services, Inc. To Issue Corrected Notices
of Intent to Foreclose on Behalf of
Identified Foreclosure Plaintiffs
in Uncontested Cases

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION
PASSAIC COUNTY

DOCKET NO. F-017318-13

Civil Action

CitiMortgage, Inc.,

v.

Ki Nam Song,

Plaintiff

Defendant

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION
BERGEN COUNTY

DOCKET NO. F-32378-09

Civil Action

BRIEF IN OBJECTION TO THE ORDER TO SHOW CAUSE BY PLAINTIFF FOR
PROPOSED CORRECTIVE NOTICE OF INTENT TO FORECLOSE

PRELIMINARY STATEMENT

The filing of this objection is triggered upon Plaintiff's application for its unfounded rights as a mere servicer to foreclose on a borrower's property. When granted, such application shall subject homeowners in Defendant's position to be

depraved of their rights under procedural and substantive due process, although the judicial and economy convenience may be enhanced.

If CitiMortgage is not found an original lender but a servicer of the mortgage loan or if CitiMortgage sold Defendant's loan to a government investing entity soon after the closing date, this Court's decision for Plaintiff Banks to continue foreclosing on homeowners on a sole basis of the fact that their foreclosure cases are uncontested would leave unprecedented rules of law against laws of rule in this country.

This specific opposition deals with a foreclosure that is ongoing and being contested. Plaintiff knowingly asks this court for relief it is not entitled to. Plaintiff misleads the Court on one primary fact that the matter is uncontested.

STATEMENTS OF FACTS

On June 18, 2009, the law firm of POWERS KIRN, LLC commenced this action by filing a foreclosure Complaint against Defendant. **[Exhibit 1]**

On January 15, 2010, the law firm of POWERS KIRN, LLC filed the Request to Enter Default, but the default judgment has not been entered as of today. **[Exhibit 2]**

On February 29, 2012, Plaintiff CitiMortgage sent Defendant a letter as referenced to Notice of Purchase, Assignment of Transfer of Mortgage Loan. The letter indicates the new owner of Defendant's loan is CitiMortgage, Inc., with new address. **[Exhibit 3]**

Plaintiff's Order to Show Cause package dated June 27, 2013 lists CitiMortgage as a lender with different address from that of the letter dated February 29, 2012.

[Exhibit 4]

On January 9 and February 4, 2013, Defendant made Qualified Written Request ("QWR") and Notice of Recession to CitiMortgage; CitiMortgage failed to respond to QWR properly. [Exhibit 5]

On or around February 20, 2013, CitiMortgage sent Defendant a modification package with an offer for principal reduction. [Exhibit 6]

On March 4, 2013, Defendant made a response to CitiMortgage for reconsideration of its modification offer. CitiMortgage had no reply to Defendant's request of reconsideration. [Exhibit 7]

On May 29, 2013, Plaintiff filed an Order to Show Cause seeking leave for a corrected Notice of Intent to Foreclose ("NOI") with the Superior Court of New Jersey, Passaic County. [Exhibit 8]

On August 1, 2013, Plaintiff filed A Motion in Bergen County, Superior Court of New Jersey, seeking to set aside entry of default. That motion hearing is scheduled on August 23, 2013, and it is presently pending in the Bergen County Superior Court.

[Exhibit 9]

LEGAL ARGUMENT

- 1. Plaintiff's Application Must be Denied as It Seeks Relief Far Beyond that Authorized by the April 4, 2012 Judge Rabner Order.**

On April 4, 2012, New Jersey Supreme Court Chief Justice Rabner executed an order with the following directive:

Hon. Paul Innes, P.J. Ch., Mercer Vicinage, and Hon. Margaret Mary McVeigh, P.J.Ch., are each authorized to entertain summary actions by Orders to Show Cause as to *why plaintiffs in any uncontested residential mortgage foreclosure actions* filed on or before February 27, 2012 in which final judgment has not yet been entered, who served Notices of Intention to Foreclose that are deficient under the Fair Foreclosure Act, N.J.S.A. 2A:50-56, should not be allowed to serve corrected Notices of Intention to Foreclose on Defendant mortgagors and/or parties obligated on the debt. [**Exhibit 10**: April 4, 2012 Order, *emphasis added*]

The scope of Judge Rabner's Order is undeniably clear. Foreclosure Plaintiffs can apply for a summary action seeking approval of corrective Notice of Intent to Foreclose ("NOI") documents for uncontested foreclosures. There is no authority for this Court to hear a summary action to approve the issuance of corrective NOI documents in contested cases.

Further, the **New Jersey Rules of Court 4:64-1 and 4:64-2** require foreclosure counsel to certify that the counsel has communicated with an employee of the Plaintiff or its loan servicer and confirmed the accuracy of the Note and other foreclosure documents. In the event of the potential foreclosing party's Notice of Intent to foreclosure absent its verification of the real party interest and holder in due course of the Note and Mortgage, the party cannot comply with **New Jersey's Fair Foreclosure Act**, which requires the name and address of the actual lender, as well as contact information for a loan servicer. Its failure to do so creates "potential for significant

prejudice” to homeowners. US Bank Nat. Ass'n v. Guillaume, 38 A.3d 570, 209 N.J. 449 (2012).

2. When Plaintiff is Not a Lender but a Servicer of Defendant’s Loan, Plaintiff’s NOI listing CitiMortgage as Lender shall be Stricken Out. Under the Fair Foreclosure Act, therefore, Plaintiff’s Order to Show Cause shall be Denied for Its Failure to Correct the Name of Lender and Its Address.

Plaintiff CitiMortgage Inc., failed to serve a Corrected Notice of Intention to Foreclose (“NOI”) that must strictly comply with the statutory requirements of the New Jersey Fair Foreclosure Act, N.J.S.A. 2A:50-53 to -68(FFA), because Plaintiff CitiMortgage falsely and frequently claims itself to be a lender of Defendant’s loan, despite the undeniable fact that it has been a servicer of Defendant’s mortgage loan since March 28, 2008. Federal Courts have recently acknowledged that Fannie Mae as an investor would be an owner of the loan once CitiMortgage transferred the loan directly to Fannie Mae or retransferred the loan to Fannie Mae after being transferred from an originator of the loan. Then, CitiMortgage would become a servicer of the loan.

[Exhibit 11]

If the servicer of the loan has no rights to bring a foreclosure action against a borrower, the true owner of the loan has to be a plaintiff for the foreclosure action. To initiate the action in judicial foreclosure proceeding, *Notice of Intent* to foreclose on a borrower’s property must be issued by the true owner of the loan or the plaintiff. As applied to the instant case, CitiMortgage is not entitled to issue the

Corrected NOI, because CitiMortgage is a mere servicer on or around March 28, 2008. Thus, Plaintiff's application for Order to Show Cause shall be denied without questions.

As Appellate Division recently recognized in the matter of Bank of New York v. Laks, N.J. Super. 2011 WL3424983 (App. Div., Approved for Publication, August 8, 2011), complete and accurate compliance with this provision is a pre-condition to acceleration or foreclosure, absent which a foreclosure complaint must be dismissed.

The Fair Foreclosure Act ("FFA") is remedial legislation that should be strictly construed. Atlantic Palace Dev. v. Robledo, 396 N.J. Super. 171, 178-179 (Ch. Div. 2007) (citing Service Armament Co. v. Hyland, 70 N.J. 550 (1976)). Even before the Laks case was decided, the Appellate Division consistently held that strict compliance with the FFA is required, and that substantial compliance or satisfying the spirit of the FFA is insufficient. EMC Mortgage Corp. v. Chaudhri, 400 N.J. Super. 126, 138(App. Div. 2008) ("a lender's 'substantial compliance' with the contents of the notice of intent was not authorized by the statute's terms"); Cho Hung Bank v. Kim, 361 N.J. Super. 331, 344-45 (App. Div. 2003) (Reversing the denial of a motion to vacate judgment where the NOI was defective); See also Bank of New York Mellon v. Elghossain, 419 N.J. Super. 336, 342 (Ch. Div. 2010) (dismissing the complaint, the court held "Lenders' substantial compliance with the FFA is not enough; strict compliance is required" and that post-filing service of a corrected notice is not permitted "because this would eviscerate the

statute's plain meaning"). The only point of departure in these cases is whether noncompliance must result in dismissal of the foreclosure complaint.

The plain meaning of the FFA unambiguously specifies the exact information that must be "clearly and conspicuously" set forth in the NOI. N.J.S.A. 2A:50-56(c)(1)-(11). **The FFA distinguishes between the lender and its representatives (such as a servicer) and requires identification of both.** N.J.S.A. 2A:50-55. (Emphasis added) In Laks, the Appellate Division looked to the plain language of the Fair Foreclosure Act and concluded that "[i]n three different ways, **the statutory language indicates that the Legislature intended for a lender to provide its name and address in order to satisfy its obligation pursuant to subsection (c)(11).**" Laks at *4. (Emphasis added)

First, as a general rule a statutory "definition which declares what a term.....means," excludes any meaning that is not stated The Legislature declared what the term lender means in the context of the Act, and **that meaning does not include servicers**.....The definition is drafted to encompass only the entity that has standing to bring a foreclosure action.

Second, if the legislature intended the name of a mortgage servicer to suffice, then the first appearance of the phrase "of the lender" in subsection(c)(11) is meaningless. The statute requires "the name and address of the lender" and "the telephone number of a representative of the lender." If the legislature did not deem the name and address of the lender" important, then it could have excluded those words and required the lender provide "the name and address and the telephone number of a representative of the lender." Courts strive to avoid interpretations that treat statutory terms as "mere surplusage"..... We see no reason to disregard that judgment principle here.

Third, if the Legislature wanted to let a lender's agent suffice under subsection (c)(11), it knew how to say so. Subsection (c)(5) requires that the notice of intention state " 'the name and address and phone number of a person to whom payment or tender shall be made [to cure default]' without any requirement that the name and address be that of the lender. It could have used the same construction in subsection (c)(11) but did not. Courts also 'refrain from concluding.....that the differing language in the two subsections has the same meaning in each.' "

Id. (citations omitted, emphasis added).

With regard to remedy, the Appellate Division in Laks found that where a notice of intention to foreclose is deficient, dismissal of the foreclosure complaint without prejudice is required. Id. at *5-6. The Appellate Division's reasoning is sound because the **FFA does not authorize post-filing or post-judgment cures of deficient NOIs.** To the contrary, the plain language of the FFA is clear that (1) the NOI must be served before commencement of a foreclosure action, at least 30-days in advance and (2) that compliance is a component of the residential mortgage foreclosure cause of action that must be pled. N.J.S.A. 2A:50-56(a) and (f).

Because the plaintiff failed to comply with the pre-filing notice requirements of the FFA, here, as in Laks, the plaintiff "is not entitled to accerlate the mortgage principal or maintains a foreclosure action" and as such default in this matter should be set aside.

Laks at *6.

3. If the Court Allows this Order to Show Cause Petition to be Heard, a Special Master should be Appointed.

In 2010, when the Supreme Court of New Jersey issued its Order to Show Cause regarding document irregularities in foreclosure matters, retired Superior Court Judge Walter R. Barisonek was appointed as a Special Master. [Exhibit 12]

The complaints filed by the law firm of POWERS KIRN, LLC in Bergen County, Superior Court affirm that on or about February 28, 2008 the mortgage was assigned to Mortgage Electronic Registration Systems, Inc. ("MERS"). [paragraphs 2-a & 2-d, First Count of Exhibit 1]. The plaintiff's claims that the mortgage was again assigned to Plaintiff from MERS on June 9, 2009 in its complaint (paragraph 4-a) and Exhibit 14.

Mortgage assignment to MERS has been held by majority of the courts for the evidential ground of document irregularities, because it does not properly transfer title/ownership of the mortgage and/or note. There is a break in the chain of title of the mortgage and/or note, and now the entity that is foreclosing is not the proper party to do so. Therefore, the said Administrative Order would be applicable to Defendant's request of appointing a Special Master to review all of Plaintiff's submission in connection with the motion before this Court.

The Court has acknowledged that majority of foreclosure cases are given less attention due to the absence of advocacy. This would make it prudent to appoint a special master to ensure that Plaintiff banks do not misrepresent to the Court when advocacy is absent from the proceedings.

4. Plaintiff's Application Highlights the Problem with the Bifurcated Foreclosure Process and the Definition of Uncontested Action.

When viewed with the applicable court rules, it is clear that the judiciary and legislature have created an alternative set of rules and laws intended to streamline the foreclosure process. The best evidence of this intention is the establishment of a bifurcated process whereby the Chancery Division's jurisdiction in foreclosure actions is greatly limited and shared with the quasi-judicial Administrative Office of Foreclosure. Under R. 4:64-1, the Chancery Division is directed only to determine whether the execution of a mortgage occurred and whether plaintiff is the mortgagee. Once these two determinations are made, the same rule directs that the action be transferred to the Administrative Office of Foreclosure as an "uncontested" foreclosure.

The judiciary has provided a remarkably narrow definition of what constitutes a contested foreclosure. Foreclosures are uncontested when:

(c) **Definition of Uncontested Action.** An action to foreclose a mortgage or to foreclose a condominium lien for unpaid assessments pursuant to N.J.S.A. 46:8B-21 shall be deemed uncontested if, as to all defendants,

(1) a default has been entered as the result of **failure to plead** or otherwise defend; or

(2) **none of the pleadings** responsive to the complaint either **contest the validity or priority of the mortgage** or lien being foreclosed or create an issue with respect to plaintiff's right to foreclose it;

(3) all the **contesting pleadings have been stricken** or otherwise rendered noncontesting.

An allegation in an answer that a party is without knowledge or information sufficient to form a belief as to the truth of an allegation in the complaint shall

not have the effect of a denial but rather of leaving the plaintiff to its proof, and such an allegation in an answer shall be deemed noncontesting to the allegation of the complaint to which is responsive.

R. 4:64-1(c) (emphasis added)

Subsection (2) is the only portion of the rule unique to foreclosure actions. And it is subsection (2) that Defendant believes to be the best case scenario for foreclosure plaintiffs continued false representations to the courts. The judiciary's view of foreclosure proceedings limits the issues of dispute to the execution of the mortgage and the enforceability of that document. Bolstering this interpretation of the rule is further supported by Comment 3.1 to the 2012 publication of R. 4:64-1 stating "A challenge by the mortgagor to the asserted amount due does not constitute a contesting answer for the purposes of R. 4:64-1(c)." See Metlife v. Washington Ave. Assoc., 159 N.J. 484 (1999) (discussing that disputes as to the valuation of fees, penalties, and terms of the debt instrument do not constitute a contesting matter as to foreclosure and enforcement of the mortgage). Thus, it is clear from the rule that if a homeowner acknowledges execution of a note and mortgage, and contests the terms of the note but not the mortgage, the homeowner may be precluded from raising the issue in contest to a foreclosure action.

The key problem with the narrow view of the rule is that it fails to consider that foreclosure litigation by necessity results in adjudication of issues not limited to the mortgage. An obvious example in this matter would be the determination of whether

plaintiff complied with the Fair Foreclosure Act. Additionally is the relevant question of whether plaintiff can enforce the promissory note, and what the value of the promissory note is. In following the Court rules, litigants and county vicinages may be confused as to where the proper judicial fact finding should occur.

In an attempt to clarify the role of the judiciary and the Administrative Office of Foreclosure to foreclosure litigants, the judiciary has provided the following guideline on its website:

The foreclosure process in New Jersey is a two-tiered system involving both Superior Court General Equity judges and the staff of the Office of Foreclosure. The Office of Foreclosure is a unit in the Administrative Office of the Courts, Civil Practice Division.

.....

The office's attorneys review complaints for compliance with statutory, case law and court rule requirements; review filed answers to determine whether an answer is uncontestable or contestable; review service of process and recommend entry of default; process routine motions and orders; review final uncontested judgment packages for completeness and confirm the computation of the amount due on the underlying debt.

If a pleading creates a dispute requiring a judicial decision, the foreclosure file is sent to the General Equity judge in the county of venue, that is, the county where the property is located. After the dispute is resolved by the General Equity judge, the case file is returned to the Office of Foreclosure for handling as an uncontested foreclosure action.

An answer is considered **uncontestable when it does not dispute the validity of the mortgage**, the priority of the mortgage or create an issue with respect to the plaintiff's right to foreclose. An uncontesting answer also may recite that the party is without knowledge or information sufficient to form a belief as to the allegations and to leave the plaintiff to its proofs.

<http://www.judiciary.state.nj.us/civil/foreclosure/overview.html> <visited August 15, 2013> (emphasis added)

A foreclosing plaintiff obtains final judgment by making an application to the Administrative Office of Foreclosure per R. 4:64-1(d). Under that rule, the foreclosing entity submits proof of the amount due on the note; however the defendants has no right to a judicial hearing to dispute the facts presented by the bank(s), according to R. 4:64-1(d)(2) and 2(c).

In the entire process of the foreclosure litigation, an inherent bias is unavoidable against affording due process to the homeowner. Even where the final judgment contains false and fabricated information as to the amount due on the note, there is no right to a hearing. The parallel to this action is uncanny. Each defendant homeowner is having integral rights adjudicated without the right to a hearing. This is problematic where Plaintiff is acting under authority of Judge Rabner's Order. However, the problem is grossly exacerbated in light of Plaintiff's misrepresentations. In part because of the uncertainty of what constitutes an "uncontested action" Plaintiff may obtain relief it is not entitled to before this Court.

Defendant respectfully asks this Court to fully address the issue so that other homeowners as in Defendant are not subject to inappropriate adjudication of rights.

Conclusion

Defendant respectfully request that Plaintiff's Order to Show Cause shall be denied for reasons as set forth above.

Furthermore, this Court should take action to appoint a special master and/or impose sanction upon Plaintiff for seeking relief it is not entitled to in a special summary action.

Dated: August 15, 2013


Kyungjoo Park, Esq.

EXHIBIT 1

FILED

JUN 18 2009

**SUPERIOR COURT
CLERK'S OFFICE**

#2009-1236

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

CitiMortgage, Inc.

Plaintiff

vs.

Ki Nam Song, his heirs, devisees, and
personal representatives and his/her, their, or
any of their successors in right, title and
interest, Mrs. Song, wife of Ki Nam Song,
her heirs, devisees, and personal
representatives and his/her, their, or any of
their successors in right, title and interest,

Defendant(s)

CitiMortgage, Inc. having its principal place of business in O'Fallon, MO, the plaintiff in
the above entitled cause, says:

FIRST COUNT

1. On the date set forth in 1-a following, the obligors named in 1-b following, in the
sum set forth in 1-d following executed to said obligee so named in 1-c following, an obligation
(bond/note) dated the date set forth in 1-a following, to secure the sum set forth in 1-d following,

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

:
: Docket No. F- 32378-09

:
: CIVIL ACTION
: COMPLAINT

payable on the date set forth in 1-f following, with interest at the rate per annum set forth in 1-e following, payable as set forth in 1-g following.

1-a. Date: February 20, 2008

1-b. Obligors: Ki Nam Song

1-c. Obligee: CitiMortgage, Inc.

1-d. Amount of Obligation: \$343,000.00

1-e. Per annum interest rate: 6.25%

1-f. Due date of Obligation: March 1, 2038

1-g. Manner of payment of Obligation: By the payment of the sum of \$2,869.89 per month, which amount may include escrow if required.

1-h. Monthly late charge: \$105.59

1-i. Default Date (Date Payment Due): February 1, 2009

2. To secure the payment of the aforesaid obligation, the parties named in paragraph 1-b above together with the parties named in 2-e below, if any additional mortgagors, executed to the obligee named in paragraph 2-d, a mortgage of even date with said obligation, and thereby conveyed to obligee named in 2-d in fee the land hereinafter described, on the express condition that such conveyance should be void if payment should be made at the time and times, and in the manner described in said obligation. Said mortgage was duly recorded on the date set forth in 2-a following, in the County Office set forth in 2-b following, and in the County Mortgage Book set forth in 2-c following:

2-a. Date mortgage was recorded: February 28, 2008

2-b. County Office where mortgage was recorded: Clerk of Bergen County

2-c. Mortgage Book 17197 Page 582&c

2-d. Mortgage Electronic Registration Systems, Inc. as nominee for
CitiMortgage, Inc.

2-e. Ki Nam Song

3. The mortgaged premises are described as follows: ALL THAT certain land and premises situated in the Municipality of Rutherford , County of Bergen , State of New Jersey, and more particularly described as follows:

All that certain plot, piece or parcel of land, with the building and improvements thereon erected, situate, lying and being in the Borough of Rutherford, County of Bergen, State of New Jersey, bounded and described as follows:

Being known and designated as lot numbered twenty-one (21) and the southwest portion of lots numbers twenty-two (22) and twenty-three (23) and twenty-four (24) in Block ninety-one (91) as shown on a certain map filed in the office of the Clerk of the county of Bergen, entitled, "Map of Property of Joseph H. Lefferts Land Co., Rutherford, Bergen County, NJ" and being further described with referenced to said map as follos:

Beginning at a point in the northwest line of Courler Place, formerly Courrier Street, distant 500 feet northeasterly from the northerly corner of Courrier Street and Morse Avenue;

1. Thence, Northeasterly along said northwest line of Courrier Street 71 feet;
2. Thence, Northwesterly and parallel with Morse Avenue 81 feet, more or less, to the dividing line of the block;
3. Thence, Southwesterly along said dividing line of Block 71.05 feet to the northeasterly line of lot numbered 20 and;
4. Thence, Southeasterly along said northeasterly line of lot numbered 20 83.69 feet to the point and place of BEGINNING.

BEING COMMONLY KNOWN AS: 12 Courier Place, Rutherford , New Jersey

Block 90 Lot 47 Tax map of Rutherford

4. The holder of the obligation and mortgage referred to in paragraphs 1 and 2 above assigned said obligation and mortgage as follows:

4-a. Mortgage Electronic Registration Systems, Inc. as nominee for CitiMortgage, Inc. assigned its note and mortgage to CitiMortgage, Inc. dated June 9, 2009 which is being recorded in the aforesaid office.

5. The obligation aforesaid contained an agreement that if any installment payment of interest and principal, taxes and insurance premiums should remain unpaid for 30 days after the same shall fall due, the whole principal sum, with all unpaid interest, should at the option of the above named mortgagee or heirs, executors, administrators, representatives or assigns, become immediately due and payable.

6. The following instruments appear of record which affect or may affect the premises described in paragraph 3 above, all of which instruments are subordinate to the lien of the mortgage set forth in paragraph 2 above.

6-a. Ki Nam Song executed the Mortgage as an unmarried person. The Present marital status of Ki Nam Song cannot be ascertained and defendant Mrs. Song, wife of Ki Nam Song, the unknown spouse of Ki Nam Song, is hereby named for any interest this person may hold in the property. Any title interest, dower/curtesy or possessory right, if any, acquired by Mrs. Song, wife of Ki Nam Song was subsequent to the subject mortgage. Any interest or right of Mrs. Song, wife of Ki Nam Song has in such property is subordinate and subject to the aforesaid mortgage.

7. Pursuant to the terms of the obligation referred to in paragraph 1 above (the terms of which are incorporated in the mortgage referred to in paragraph 2 above), the obligee named in said obligation reserved the right to pay taxes or other liens affecting the premises herein described, which liens are affecting the premises herein described, which liens are superior to the lien of the mortgage referred to in paragraph 2 above and which liens, when paid by the obligee or assignee, together with interest thereon as provided in said obligation and mortgage, are to be added to the amount due on the obligation and mortgage. The obligee may be required to pay such liens during the pendency of this action and will demand that such payments so made by said obligee or assignee be added to the mortgage debt as aforesaid.

8. The person or persons named in paragraph 1-b above, or the grantee or grantees, if any, of said person or persons, have defaulted in making the payments to the plaintiff herein as required by the terms of the obligation and mortgage referred to in paragraphs 1 and 2 above, and said payments have remained unpaid for more than 30 days from the date of said payments due, and are still unpaid. Plaintiff, herein, by reason of said default elected that the whole unpaid principal sum due on the aforesaid obligation and mortgage referred to in paragraphs 1 and 2 above with all unpaid interest and advances made thereon shall now be due.

9. The mortgage set forth herein held by plaintiff is a first mortgage (not a purchase money mortgage).

10. The heirs, devisees and personal representatives of the owners of the premises herein and their or any of their successors in right, title and interest are made party defendants to this action by reason of the fact that the whereabouts of the mortgagors cannot be ascertained at this time and those heirs, devisees and personal representatives and their or any of their successors in right, title and interest are made party defendants to this action to foreclose any

interest they may have in the property being foreclosed herein.

11. Any interest or lien on the premises described in paragraph 3 above which the mortgagors named in paragraph 2 above or the grantees of said mortgagors, or which subsequent encumbrancers or lien holders, if any, named in paragraph 6 above, who are the defendants herein have or claim to have in or upon the aforesaid mortgaged premises or some part thereof are subject and subordinate to the lien of the mortgage set forth in paragraph 2 above, which mortgage is held by the plaintiff herein.

12. Plaintiff has complied with the provisions of R.S. §2A:50-53 et seq.

WHEREFORE, the plaintiff demands judgment:

- (a) Fixing the amount due on the mortgage referred to in paragraph 2 above;
- (b) Barring and foreclosing the defendants and each of them of all equity of redemption in and to the aforesaid lands, except to the extent of the priority given to Condominium liens, if any, by virtue of N.J.S.A. 46:8B-21;
- (c) Directing that plaintiff be paid the amount due to plaintiff as provided in the mortgage set forth in paragraph 2 above, together with interest and costs;
- (d) Adjudging that the lands described in paragraph 3 above be sold according to law to satisfy the amount due to plaintiff on the mortgage set forth in paragraph 2 above;
- (e) Appointing a receiver of the rents, issues and profits of the lands described in Paragraph 3 above.

SECOND COUNT

1. By the terms of the obligation and mortgage referred to in paragraph 1 and 2 of the First Count of this Complaint, the plaintiff, its assignee or the purchaser at sheriff's sale herein is entitled to possession of the tract of land with the appurtenances as more particularly described in paragraph 3 of the First Count herein.

2. On the date set forth in 2-a following, the plaintiff, by the terms of the obligation and mortgage aforesaid, became entitled to possession of the premises described in paragraph 3 of the First Count of this Complaint.

2-a. Date: March 1, 2009.

3. The person or persons named in paragraph 1-b, or their grantee or grantees, and those holding under them, and paragraph 6 of the First Count of the Complaint have or may claim to have certain rights in the premises described in paragraph 3 of the First Count of this Complaint and by reason thereof have since the date set forth in paragraph 2-a above deprived the plaintiff herein of the possession of the premises aforesaid.

WHEREFORE, the plaintiff demands judgment against the defendants:

- (a) For possession of said premises
- (b) For damages for mesne profits;
- (c) For costs;

CERTIFICATION PER RULE 4:64-1(a)

The undersigned hereby certifies that a title search has been received and reviewed to identify lienholders and other entities with an interest in the property.

CERTIFICATION PER RULE 4:5-1

The undersigned hereby certifies that this matter is not the subject of any other action pending in any court or of a pending arbitration proceeding, nor is there any other action or arbitration proceeding contemplated.

POWERS KIRN, LLC
Attorneys for Plaintiff

By: _____

William M. E. Powers, Jr.

DATED: June 17, 2009

EXHIBIT 2

#2009-1236

RECEIVED

FILED

JAN 15 2010

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

JAN 15 2010
SUPERIOR COURT
CLERK'S OFFICE

SUPERIOR COURT
CLERK'S OFFICE

CitiMortgage, Inc.

Plaintiff

vs.

Ki Nam Song, et al.

Defendant(s)

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

:
: Docket No. F-32378-09

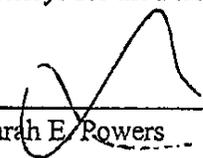
:
: CIVIL ACTION

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

TO THE CLERK OF THE ABOVE NAMED COURT:

Please enter the default of the Defendants, Ki Nam Song, his heirs, devisees, and personal representatives and his/her, their, or any of their successors in right, title and interest, 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.

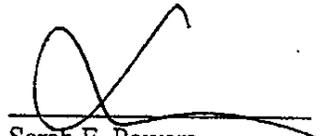
POWERS KIRN, LLC
Attorneys for the Plaintiff

By: 
Sarah E. Powers

Dated: December 8, 2009

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 or Amended Complaint if any, was made upon defendant Ki Nam Song, his heirs, devisees, and personal representatives and his/her, their, or any of their successors in right, title and interest by the Publication of Notice to Absent Defendants on October 31, 2009 , and by sending a copy of said Notice to Absent Defendant together with a copy of the Complaint or Amended Complaint, if any, to defendant(s) at his/her/their last known address.
3. 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.
4. I certify the above facts are true. I am aware that if any facts are willfully false, that I am subject to punishment.


Sarah E. Powers

DATED: December 8, 2009

EXHIBIT 3

CitiMortgage, Inc.
P.O. Box 6243
Sioux Falls, SD 57117-6243



www.citimortgage.com

February 29, 2012

15

KI NAM SONG
12 COURIER PL
RUTHERFORD, NJ 07070-1102



Re: Notice of Purchase, Assignment or Transfer of Mortgage Loan
CitiMortgage Account Number: 2005021947
Property Address: 12 Courier Place
Rutherford, NJ 07070

Dear CitiMortgage Client(s):

The Truth in Lending Act requires that borrowers with a loan secured by their principal dwelling receive a written notice whenever their loan is purchased by or assigned or transferred to a new owner. This purchase, assignment or transfer does not change the terms of your loan or your contractual obligations as described in your loan documents. The information below describes the details of the purchase, assignment or transfer of your loan:

- The date of the purchase, assignment or transfer is 02/01/2012.
- The transfer of ownership of your loan has not been recorded in public records as of the date of this Notice.
- The new owner of your loan is:

Name: CitiMortgage, Inc.
Address: PO Box 6243, Sioux Falls, SD 57117-6243
Telephone Number (Toll free): 1-800-283-7918, Monday – Friday, 7:00 a.m. to 12:00 a.m.;
Saturday 8:00 a.m. to 7:00 p.m.; Sunday 12:00 p.m. to 11:00 p.m., ET
Website Address: www.citimortgage.com

- Your servicer is authorized by the new owner of your loan to address any questions you may have concerning your mortgage loan. Your servicer collects payments, answers questions about your loan, and provides assistance if you have difficulty making your payments. If you have any questions about your loan, please contact your servicer at the telephone number, address or website listed below:

Name: CitiMortgage, Inc.
Address: PO Box 6243, Sioux Falls, SD 57117-6243
Telephone Number (Toll free): 1-800-283-7918, Monday – Friday, 7:00 a.m. to 12:00 a.m.;
Saturday 8:00 a.m. to 7:00 p.m.; Sunday 12:00 p.m. to 11:00 p.m., ET
Website Address: www.citimortgage.com

We appreciate the opportunity to be of assistance in this matter.

Sincerely,

Customer Service Department



EXHIBIT 4

06/27/2013

KI NAM SONG
12 COURIER PLACE
RUTHERFORD, NJ 07070-1102

Sent via Certified Mail, Return Receipt Requested and First Class Mail

RE: Security Instrument Dated: 02/20/2008
Original Amount Due: \$343,000.00
Property Address: 12 COURIER PLACE
RUTHERFORD, NJ 07070-1102
CitiMortgage Loan #: 2005021947

NEW JERSEY NOTICE OF DEFAULT AND INTENTION TO FORECLOSE

Dear Customer(s):

THE ABOVE REFERENCED LOAN IS IN DEFAULT. Payments for 02/01/2009 through 06/01/2013 have not been made as required by the note and mortgage, deed of trust, security agreement or security deed (the "Security Instrument") on the referenced property. Refer to the note and Security Instrument for additional information. If you have filed for bankruptcy protection, this notice is provided to you for compliance and informational purposes and is not an attempt to collect a debt from you (deficiency or otherwise) or in any way violate the provisions of the United States Bankruptcy Code.

Name of Lender: CitiMortgage, Inc.
Address of Lender: 1000 Technology Drive
O'Fallon, MO 63368
Telephone Number of Representative: 1-800-723-7906*

You have the right to cure the default. To cure the default you must pay the past due amount of \$174,568.73 by August 1, 2013 (or the next business day thereafter if August 1, 2013 is a Saturday, Sunday, or Federal holiday). The past due amount on the date of this notice is specified below:

- Payments: \$167,564.19
- Late Charges: \$5,913.04
- Delinquency Expenses
 - Property Inspection: \$668.50
 - Property Preservation: \$3.00
 - Appraisal/BPO: \$420.00



© 2013 CitiMortgage, Inc. CitiMortgage, Inc. does business as Citicorp Mortgage in NM. CitiMortgage, Inc. is an equal housing lender. Citi, Arc Design, and Citi and Arc Design are registered service marks of Citigroup Inc. *Calls are randomly monitored and recorded for quality assurance. CitiMortgage is a debt collector and any information obtained will be used for that purpose.

06/27/2013

Sent Via Certified Mail
7196 9006 9296 7916 9646

KI NAM SONG
12 COURIER PLACE
RUTHERFORD, NJ 07070-1102

Re: Order to Show Cause-F-017318-13

Borrower Name: KI NAM SONG
Loan Number: 2005021947
Plaintiff Name in Foreclosure Action: CitiMortgage, Inc.
Docket Number in Foreclosure Action: F-32378-09

Dear KI NAM SONG:

Please be advised that the New Jersey Supreme Court recently held in *U.S. Bank N.A. v. Guillaume*, 209 N.J. 449 (2012), that mortgage lenders seeking to foreclose must comply with the New Jersey Fair Foreclosure Act's requirement that a Notice of Intention to Foreclose set forth the name and address of the lender.

You are not named as a direct party in this lawsuit but this case will affect your separate, pending foreclosure case.

Why You Are Receiving This Letter

You are receiving this letter because you are the defendant in a pending foreclosure action, and it has been determined that the Notice of Intention to Foreclose ("NOI") served upon you prior to the commencement of the foreclosure action, and/or the process by which the NOI was served upon you, may not have complied with the requirements of the Fair Foreclosure Act. By the court's Order to Show Cause dated 05/29/2013, and in compliance with the Supreme Court's opinion in *U.S. Bank N.A. v. Guillaume*, the Honorable Margaret Mary McVeigh gave permission to Citibank, N.A., Citi Residential Lending, Inc., CitiMortgage, Inc. and CitiFinancial Services, Inc. (collectively, "Citi") to serve, along with the Order to Show Cause and verified complaint, corrected Notices of Intention to Foreclose on all defendant mortgagors/parties obligated on the debt in pending foreclosure actions filed before February 28, 2012.

Information About the Order to Show Cause and Verified Complaint

Enclosed with this letter are copies of the Order to Show Cause and verified complaint. The verified complaint lists the following lenders in the following counts:

1. Citibank, N.A.
2. CitiMortgage, Inc.
3. CitiFinancial, Inc.
4. CitiFinancial Services, Inc.



© 2013 CitiMortgage, Inc. CitiMortgage, Inc. does business as Citicorp Mortgage in NM. CitiMortgage, Inc. is an equal housing lender. Citi, Arc Design, and Citi and Arc Design are registered service marks of Citigroup Inc. *Calls are randomly monitored and recorded for quality assurance. CitiMortgage is a debt collector and any information obtained will be used for that purpose.

5. Citifinancial Mortgage Company
6. Citigroup Global Markets Realty Corp.
7. Federal Home Loan Mortgage Corporation
8. ABN AMRO Mortgage Group, Inc.
9. Bank of New York Mellon Trust Co. N.A., f/k/a The Bank of New York Trust Company, N.A.
10. Bayview Loan Servicing, LLC
11. Clifton Savings Bank
12. U.S. Bank National Association as Trustee of Citigroup Mortgage Loan Trust, Inc.
13. US Bank National Association, as Trustee of Citigroup Mortgage Loan Trust Inc., Asset Backed Pass Through Certificates, Series 2006-FX1 under the Pooling and Servicing Agreement Dated October 1, 2006
14. US Bank National Association, as Trustee, in trust for the registered certificate holders of Citigroup Mortgage Loan Trust 2007-AMC2, Asset-Backed Pass-Through Certificates, Series 2007-AMC2
15. US Bank National Association, as Trustee of Citigroup Mortgage Loan Trust Inc., Asset Backed Pass Through Certificates, Series 2007-AMC4 under the Pooling and Servicing Agreement Dated June 1, 2007, Without Recourse
16. Wells Fargo Bank, N.A.

The attachments to the verified complaint, which list the foreclosure actions in which the above-named lenders are the plaintiffs, will be made available on the New Jersey Courts' website at <http://www.judiciary.state.nj.us/>. If you are unsure of the docket number for your foreclosure action, you can access that information on the Courts' website by entering your name into the automatic search field on the website. If you do not have access to a computer or have trouble locating that information on the Courts' website, you can contact a representative from Citi at 1-877-362-0175 who can assist you with locating the information about your foreclosure action.

Information About the Corrected Notice of Intention to Foreclose

Also enclosed with this letter is the corrected Notice of Intention to Foreclose. It allows you an additional 35 days in which to cure the default without having to pay the plaintiff's court costs and attorneys' fees. It also sets forth important information about your loan, including information on how you can cure the default; the consequences of failing to cure the default; contact information for the plaintiff; and information about retaining counsel and borrower assistance. If you fail to cure the default by the date set forth in the corrected Notice of Intention to Foreclose, the foreclosure action against you will proceed.

With the passage of time since the foreclosure action was filed against you, the lender on your loan may have changed from the named plaintiff in the foreclosure action. The corrected Notice of Intention to Foreclose lists the name and address of the current lender on your loan.

Questions about the Notice of Intention to Foreclose

Should you have questions with regard to your loan or the corrected Notice of Intention to Foreclose, please contact Citi at 1-877-362-0175. Additional contact information is provided in the corrected Notice of Intention to Foreclose.

How to File an Objection

You have the right to object to the enclosed Order to Show Cause (the process by which the court gave Citi permission to serve the corrected Notice of Intention to Foreclose). To do so, you must file a written objection under the docket number for the Order to Show Cause.

You also have the right to object to the enclosed corrected Notice of Intention to Foreclose. To



do so, you must file a written objection under the docket number for the foreclosure action in your individual case, which is separate from this case filed by Citi.

For either type of objection, you must set forth with specificity the basis of the objection, and file the objection with the Superior Court Clerk's Office at the following address on or before August 19, 2013:

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

You must also serve a copy of the objection on Citi's attorney, Theodore V. Wells, Esq., at Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, NY 10019, and mail a copy of the objection to the Honorable Margaret Mary McVeigh at the Superior Court of New Jersey, Passaic County Courthouse, Chambers 100, 71 Hamilton Street, Paterson, New Jersey, 07505.

Your personal appearance at the Superior Court Clerk's Office or your local courthouse will not qualify as an objection. A telephone call will not protect your rights; you must file your objection and serve it on Citi's attorney if you want the court to hear your objection to the relief Citi is seeking. If you file a specific written objection, the case will be sent to a Judge for resolution. You will be informed by the Judge of the time and place of the hearing on your objection.

Questions about Filing an Objection

Should you have questions related to the procedure for filing an objection, please visit the New Jersey Courts On-Line Self-Help Center at <http://www.judiciary.state.nj.us/prose/index.htm>. You may also contact the Superior Court Clerk's Office at (609) 421-6100, or at SCCOForeclosure.Mailbox@judiciary.state.nj.us.

If you are represented by an attorney in your foreclosure case, you should notify him or her that you received these papers. These papers may not be sent directly to your attorney if you have one.

If you cannot afford an attorney, you may apply for free legal assistance online at www.lsnjlaw.org or call the Legal Services of New Jersey Statewide Hotline at 1-888-LSNJ-LAW (1-888-576-5529) or call the Legal Services office in the county where you live. If you do not have an attorney and are not eligible for free legal assistance, you may obtain a referral to an attorney by calling one of the Lawyer Referral Services. A directory with contact information for local Legal Services Offices and Lawyer Referral Services is enclosed.



EXHIBIT 5

Ki Nam Song
845 Board Ave.
Ridgefield NJ 07657

TO: CitiMortgage, Inc.
P.O. Box, Sioux Falls, SD 57117-6243

Attn: Debt Validation

Via certified mail/Return & Receipt Requested

Re: Qualified Written Request under RESPA, 12USC §2605

Property Address: 12 Courier Pl. Rutherford, NJ 07070
Loan Number: # 2005021947
Docket Number: F-32378-09

Dispute of Debt and Notice of Default

Dear, CitiMortgage, Inc.

This is my formal written request for the validation of Proof of Claim and Dispute of Debt:

I am hereby disputing the following facts stated in the Complaints dated June 25, 2009 and the Notice of Purchase, Assignment or Transfer sent by CitiMortgage date February 29, 2012.

The Complaints states that I owe the CitiMortgage the amount of \$343,000.00 plus interest accrued as of February 1, 2009. I hereby deny this claim and Entry of Default judgment docketed and entered on January 15, 2010 in its entirety.

There is no evidence that CitiMortgage is entitled to be named the Beneficiary under this debt. The original lender under the Mortgage is not CitiMortgage, Inc. There is no chain of title naming CitiMortgage Inc. as the real party of interest or holder of the negotiable instrument.

As assigned to this Mortgage Loan, CitiMortgage, Inc./ its attorney(s) for foreclosure action now have a fiduciary responsibility to verify the facts. I am demanding that CitiMortgage / its attorneys verify and know for a fact who the real party of interest is for this debt or I will be naming you personally in a civil action for conspiracy to commit fraud and racketeering against me.

Furthermore I require a response (Within the next 30 days) from CitiMortgage Inc. that you have recused yourself from this foreclosure action. If no response from CitiMortgage has been received within 30 days then this letter will serve as an admission that the Notice of Default was done in error and you agree to rescind the notice of entry into default judgment.

I am making a good faith effort to confirm that you are still the **RIGHTFUL Holder in Due Course** of my Promissory Note and that no other party may lay claim against my property under U.C.C. - ARTICLE 3 -53-302. I hereby demand that you provide proof to me that you are in fact the rightful holder in Due Course and a real party in interest for the total debt as you may claim.

1) The ORIGINAL UNALTERED WET INK SIGNATURE PROMISSORY NOTE AND MORTGAGE or DEED OF TRUST made available for viewing in Ridgefield, Bergen County, New Jersey pursuant of USC Title 18, Part 1, Chapter 101 § 2071 and UCC 3-501(b)(2)(1).

2) Produce the account and general ledger statement showing the full accounting of the alleged obligation that you are now attempting to collect. Such as;

- a) FR 2045 balance sheet {OMB #'s 2046, 2049, 2099}
- b) 1099 OID report
- c) S-3/A registration statement
- d) 424-85 prospectus
- e) RC-S & RC-B call schedules
- f) Loan application/Commitment letter/Mortgage/HUD settlement statement/
Good faith Estimate of Closing Cost /Any Other Closing Documents

3) Stipulate via affidavit that you are a creditor following Generally Accepted Accounting Principles (GAAP) whereby true double entry book accounting was performed in issuing my alleged loan showing a debit against the bank's assets as a result of my alleged loan;

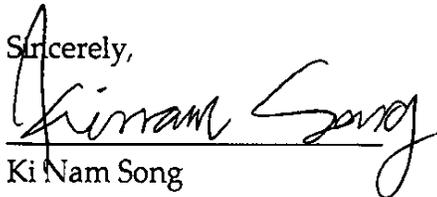
-If you cannot produce proof of claim; you have no standing in any future controversy.

-If you cannot produce proof of claim; you have no standing in any future controversy.

-If you are unable to produce proof of claim and the right to enforce my promissory note, I demand recoupment pursuant to UCC 3-305 & UCC 3-306 and New Jersey Consumer Fraud Act for up to 3X the amount of the claim.

If you are in fact just a servicer, I demand that you identify both **the Holder in Due Course (with proof that they are in fact the Holder in due course)** and **written authorization that entitles you to service this instrument**. If you are a servicer, this notice of demand is presented to you and you have an obligation to notify them. Notice to agents is notice to principals.

If you are unable to provide proof of claim, then you are not a party of interest and cannot rightfully enforce your claim under U.C.C. - ARTICLE 3§ 3-301.

Sincerely,

Ki Nam Song

1/9/2013
Date:

NOTARY

I, Joon K. Lee, a notary public residing in Bergen County, State of New Jersey,

Do say that on the date of Jan 9, 2013 that a person known to me as Ki Nam Song did Appear before me in his true character and did attach his autograph to the above document.


NOTARY

1-9-2013
date

Notary Public
State of New Jersey
Joon K. Lee
My Commission Expires Feb. 19, 2015

Seal _____

LEGAL NOTICE

The Certifying Notary is an independent contractor and not a party to this claim. In fact the Certifying Notary is a Federal Witness Pursuant to TITLE 18. PART I, CHAPTER 73. SEC. 1512. *Tampering with a witness, victim, or an informant.* The Certifying Notary also performs the functions of a quasi-Postal inspector under the Homeland Security Act by being compelled to report any violations of the U.S. Postal regulations as an officer of the Executive Department. Intimidating a Notary Public under Color of Law is a violation of Title 18. U.S. Code. Section 242, titled "Deprivation of Rights Under Color of Law," which primarily governs police misconduct investigations. This Statute makes it a crime for any person acting under the Color of Law to willfully deprive any individual residing in the United States and/or United States of America those rights protected by the Constitution and U.S. laws.

[Note: NOTARY Public Joon K. Lee is not an attorney , licensed to practice law in the State of New Jersey and has not given legal advice or accepted fees for legal advice and has no interest in any issue referenced therein. Joon K. Lee is not a party to this action and is only acting in an authorized capacity as liaison to communications between the parties.]

7012 2210 0002 2404 0304

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

MOORESTOWN NJ 08057
OFFICIAL USE

Postage	\$ 1.12	0750 02 Postmark Here
Certified Fee	\$3.10	
Return Receipt Fee (Endorsement Required)	\$2.55	
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 6.77	

02/04/2013

Sent To *Powers Kirm, LLC*
 Street, Apt. No., or PO Box No. *728 Marne, Suite 200*
 City, State, ZIP+4 *MOORESTOWN, NJ 08057*

PS Form 3800, August 2006 See Reverse for Instructions

7012 2210 0002 2404 0274

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

STOUX FALLS SD 57117
OFFICIAL USE

Postage	\$ 1.10	0750 10 Postmark Here JAN 10 2013
Certified Fee	\$2.95	
Return Receipt Fee (Endorsement Required)	\$2.35	
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 6.40	

01/10/2013

Sent To *Citi Mortgage, Inc*
 Street, Apt. No., or PO Box No. *P.O. Box Sioux Falls*
 City, State, ZIP+4 *SD 57117 - 6243*

PS Form 3800, August 2006 See Reverse for Instructions

7012 2210 0002 2404 0296

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

STOUX FALLS SD 57117
OFFICIAL USE

Postage	\$ 1.12	0750 02 Postmark Here
Certified Fee	\$3.10	
Return Receipt Fee (Endorsement Required)	\$2.55	
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 6.77	

02/04/2013

Sent To *Citi mortgage, Inc*
 Street, Apt. No., or PO Box No. *P.O. BOX, Sioux Falls, SD 57117*
 City, State, ZIP+4 *6243*

Actn: Debt Validation

PS Form 3800, August 2006 See Reverse for Instructions

7012 2210 0002 2404 0281

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

MOORESTOWN NJ 08057
OFFICIAL USE

Postage	\$ 1.10	0750 10 Postmark Here JAN 10 2013
Certified Fee	\$2.95	
Return Receipt Fee (Endorsement Required)	\$2.35	
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 6.40	

01/10/2013

Sent To *Powers Kirm, LLC*
 Street, Apt. No., or PO Box No. *728 Marne Highway, Suite 200*
 City, State, ZIP+4 *MOORESTOWN, NJ 08057*

William Powers

PS Form 3800, August 2006 See Reverse for Instructions

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.powerskirm.com

January 15, 2013

Ki Nam Song
845 Broad Ave.
Ridgefield, NJ 07657

William M.E. Powers, III
Sarah E. Powers
Edward W. Kirn, III
Jeanette J. O'Donnell
Frances M. Kelly
Angela C. Pattison
Christopher M. Howard
Megan E. Shafranski
Fletcher C. Duddy
Of Counsel
William M.E. Powers, Jr.

RE: CitiMortgage, Inc. v. Ki Nam Song, et al.
PROPERTY: 12 Courier Place, Rutherford, NJ / 2005021947

Dear Ki Nam Song:

Please be advised that our firm represents the Plaintiff in the above-referenced foreclosure matter.

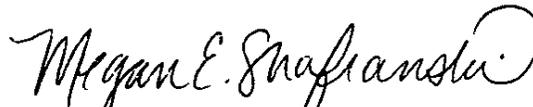
On January 14, 2013, we received your letter dated January 9, 2013, which purports to be a Qualified Written Request pursuant to the Real Estate Settlement Procedures Act, 12 U.S.C.A. Section 2605.

Please be advised that our firm is not authorized to accept service of a Qualified Written Request and the same must be directed to CitiMortgage, Inc. at the below-listed address.

CitiMortgage, Inc.
Customer Service Correspondence
121st Street
Des Moines, IA 50323

Please be guided accordingly.

Very truly yours,


Megan E. Shafranski

MES:mges
File #2009-1236

This is an attempt to collect a debt; information obtained will be used for that purpose.



Mortgage

February 4, 2013

VIA Regular Mail

KI NAM SONG
12 COURIER PL
RUTHERFORD NJ 07070

Dear CitiMortgage Customer(s):

This letter is in response to an inquiry received in the Default Research and Litigation Department of CitiMortgage Inc. (CMI) on January 28, 2013.

Below is the response to the inquiry.

As requested, CMI has placed an "In Dispute" comment on your CMI trade line. CMI does not control or determine credit scoring models or calculations. Therefore, we are unable to provide information on how or if this dispute code may impact your credit report, FICO, or other credit scores. If you have further questions regarding this comment appearing on your credit report, please contact the credit bureau agencies directly.

Enclosed please find a copy of your Payment History, Note, Mortgage, and Welcome Letter(s). These documents serve as validation of debt.

We see no evidence of the potential problems you listed on page 1 associated with this mortgage account.

Item 1 - Please contact Powers & Kim at (609) 654-5131 to make an appointment to view the original wet ink signature promissory note.

Item 2 through Item 3 - CMI is not obligated to provide you with the information you requested in your letter under items 2 through items 3 as these questions are outside the scope of information required to be provided under the Qualified Written Request provisions as set forth in RESPA.

Based on the completed research, CMI trusts this letter has addressed your concerns on the above loan. Should you have any further questions, please feel free to contact me directly at 1-800-695-0384* extension 27641, Monday through Friday 8:00am until 4:00pm (CT). When you call or write to us, please refer to loan number 2005021947. Thank you.

Sincerely,

Matthew Ochu
Legal Support Specialist

Enclosure(s)

*Calls are randomly monitored and recorded to ensure quality service.

Ki Nam Song
12 Courier PI Rutherford, NJ 07070845
Date: February 4, 2013

TO: Citi Mortgage, Inc
P.O.Box, Sioux Falls, SD 57117-6243

Via certified mail/Return & Receipt Requested#70122210000224040298

RE: TRUTH IN LENDING ACT RESCISSION NOTICE

Ki Nam Song
Property Address: 12 Courier PI Rutherford, NJ 07070
Loan number: #2005021947
Docket Number:F-32378-09

To Whom It May Concern:

I am writing to you about the above-referenced loan transaction, which I entered into with the CitiMortgage on or about January of 2008. Please be advised that I hereby rescind the transaction pursuant to the Federal Truth in Lending Act, 15 U.S.C. § 1635, Regulation Z §226.23. I am entitled to rescind the loan because required material disclosures were not provided or were provided incorrectly.

If you are the servicer of the loan or another agent of the holder, please forward this notice to the holder of the note and mortgage. Please let me know right away if you neither the holder nor the servicer.

The security interest granted as part of this transaction is void upon your receipt of this letter by operation of law. See 15 U.S.C. §1635, Regulation Z §226.23. Pursuant to the Regulation, the holder of the security interest has 20 days after receipt of this notice of rescission to return to security interest. Please be advised that if the security interest is not canceled and if all the consideration I paid is not returned to me as required by law, I will have no choice but to seek actual and statutory damages pursuant to 15 U.S.C. §1640(a).

Kindly notify me in writing that the security interest has been cancelled, and that the consideration paid will be returned immediately. Thank you for your attention and cooperation.

Very truly yours,

EXHIBIT 6



Loan #: 2005021947

MODIFICATION AGREEMENT

("I"): Ki Nam Song

Lender or Servicer ("Lender"): CitiMortgage, Inc.

Date of first lien mortgage, deed of trust, or security deed ("Mortgage") and Note ("Note"): 2/20/2008

Loan Number: 2005021947

Property Address ("Property"): [Legal Description of the Property is shown in Exhibit A] ("Property"):
12 Courier Place, Rutherford, NJ 07070-1102

MERS MIN: 100011520050219478

MERS, Inc. SIS# 1-888-679-6377

If my representations in Section 1 continue to be true in all material respects, then this Modification Agreement ("Agreement") will, as set forth in Section 3, amend and supplement (1) the Mortgage on the Property, and (2) the Note secured by the Mortgage. The Mortgage and Note together, as they may previously have been amended, are referred to as the "Loan Documents." Capitalized terms used in this Agreement and not defined have the meaning given to them in the Loan Documents.

I understand that after I sign and return two copies of this Agreement to the Lender, the Lender will send me a signed copy of this Agreement after I have successfully completed the Trial Period Plan (as defined in Section 1.D.). I also understand that I will not receive a permanent modification if I do not complete the Trial Period Plan and all requirements under this Agreement. This Agreement will not take effect unless the preconditions set forth in Section 2 have been satisfied.

1. My Representations. I certify, represent to Lender and agree:

- A. There has been no change in the ownership of the Property since I signed the Loan Documents;
- B. That my obligation to repay the debt has not been discharged under Chapter 7 Bankruptcy or is not currently subject to an Automatic Stay issued by a United States Bankruptcy Court.
- C. That the Property is occupied and is not abandoned or condemned.
- D. I have made or will make ALL payments required under a Trial Period Plan that was offered to me. The Trial Period Plan is a prerequisite requirement that Borrower must submit all trial payments and all required forms and documents before receiving a permanent modification (the "Trial Period Plan").

2. Acknowledgments and Preconditions to Modification. I understand and acknowledge that:

- A. If prior to the Modification Effective Date the Lender determines that any of my representations in Section 1 are no longer true and correct, the Loan Documents will not be modified and this Agreement will terminate. In that event, the Lender will have all of the rights and remedies provided by the Loan Documents; and
- B. I understand that the Loan Documents will not be modified unless and until (i) I have successfully completed the Trial Period Plan, (ii) I receive from the Lender a copy of this Agreement signed by the Lender, and (iii) the Modification Effective Date (as defined in Section 3) has occurred. I further understand and agree that the Lender will not be obligated or bound to make any modification of the Loan Documents if I fail to meet any one of the requirements under this Agreement.

3. **The Modification.** If my representations in Section 1 continue to be true in all material respects and all preconditions to the modification set forth in Section 2 have been met, the Loan Documents will automatically become modified with an effective date of 1/1/2013 (the "Modification Effective Date") and all unpaid late charges that remain unpaid will be waived. I understand that if I have failed to make any payments as a precondition to this modification under the Trial Period Plan, this modification will not take effect. The Maturity Date will be 3/1/2042 (the "Maturity Date").

A. **Unpaid Principal Balance.** As of 12/13/2012, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$474,238.86 consisting of the unpaid amounts loaned to Borrower, previously deferred amounts, if any, plus any interest and other amounts capitalized.

B. **Waived or Forgiven Late Charges.** For and in consideration of the modification of the Loan Documents as described herein, Lender has agreed to waive or forgive accrued, unpaid late charges. The total amount of accrued, unpaid late charges waived or forgiven is U.S. \$316.77.

C. **Principal Reduction.** You qualify for a total Principal Reduction in the amount of \$202,504.35. For and in consideration of the modification of the loan as described herein, Lender has agreed to forgive \$202,504.35 of the Unpaid Principal Balance on the Modification Booking Date. Any principal forgiveness will be reported to the Internal Revenue Service and may have tax consequences. Therefore, you are advised to seek guidance from a tax professional.

D. **Modified Principal Balance.** Borrower acknowledges that the Modified Principal Balance payable under the Loan Documents shall be calculated as set forth below:

Description	Amount Due
1. Remaining principal balance	\$339,668.13
2. Plus: Accrued unpaid interest	\$84,916.80
3. Plus: Extension interest	\$0.00
4. Plus: Advances regarding real estate taxes and/or to pay insurance premiums	\$46,186.82
5. Plus: Appraisal fees, attorney's fees, costs, foreclosure or other legal expenses and advances regarding prior lien-holder or other claims	\$3,467.11
6. Previously deferred amounts	\$0.00
Total (the "Unpaid Principal Balance" from Section 3(A))	\$474,238.86
Less:	
Forgiven Principal Balance from Section 3(C)	\$202,504.35
Plus:	
Advances to establish initial escrow account, if any	\$0.00
Total (the "Modified Principal Balance")	\$271,734.51

E. **Repayment Terms.** Borrower promises to pay the Modified Principal Balance, plus interest, to the order of Lender as set forth below:

- i. The Maturity Date is 3/1/2042 and I will make all payments under the Loan Documents, as amended by this Agreement, until I have paid all of the principal and interest and any other charges that I may owe until the Maturity Date. If on 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.
- ii. Interest at the fixed rate of 6.25% will accrue on the Modified Principal Balance as of 1/1/2013 until the Maturity Date and the first new monthly payment on the Modified Principal Balance will be due on 2/1/2013. My payment schedule for the modified Loan is as follows:

Years	Interest Rate	Monthly Principal and Interest Payment Amount	Estimated Monthly Escrow Payment Amount ¹	Total Monthly Payment	Modified Payment Begins On	Number of Monthly Payments
29.17	6.25%	\$1,689.53	\$757.98, may adjust periodically ²	\$2,447.51, may adjust annually ²	2/1/2013 ³	350

- 1 If you did not have an escrow account before, you will not be required to establish an escrow account under this Agreement, except as provided under the Loan Documents.
- 2 If you had an escrow account before, any escrow payments may be adjusted periodically in accordance with applicable law and therefore the total monthly payment may change accordingly.
- 3 After you have successfully made ALL three trial period plan payments, satisfied all preconditions set forth in Section 2, and you have received notice from the Lender that the modification is permanent, then the three trial period plan payments are considered payments one, two, and three of the modified payment schedule.

The above terms in this Section 3.E. shall supersede any provisions to the contrary in the Loan Documents, including but not limited to, provisions for an adjustable or step-up interest rate.

I understand that by agreeing to add all amounts and arrearages that will be past due as of the Modification Effective Date (including unpaid and deferred interest, fees, escrow advances and other costs, but excluding unpaid late charges, collectively, "Unpaid Amounts") to the outstanding principal balance, the added Unpaid Amounts accrue interest based on the interest rate in effect under this Agreement. I also understand that this means interest will now accrue on the unpaid interest that is added to the outstanding principal balance, which would not happen without this Agreement.

I understand that, if I have a pay option adjustable rate mortgage loan, upon modification, the minimum monthly payment option, the interest-only or any other payment options will no longer be offered and that the monthly payments described in the above payment schedule for my modified loan will be the minimum payment that will be due each month for the remaining term of the loan. My modified loan will not have a negative amortization feature that would allow me to pay less than the interest due resulting in any unpaid interest to be added to the outstanding principal balance.

THIS LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL THEREFORE BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

F. Escrow Provisions. If you had an escrow account before under the terms of the Loan Documents, Borrower is required to maintain their existing escrow account in accordance with the terms of the Loan Documents. Your modified monthly payment may change, if Borrower's property taxes and insurance premiums change as permitted by law. Borrower acknowledges that Lender may send a new escrow analysis within 60 days of the Modification Booking Date if there are any changes to Borrower's property taxes and insurance premiums or other charges, as permitted by law, that may increase Borrower's modified monthly payment. Borrower also acknowledges that in the event Lender has advanced or advances funds for the payment of real estate taxes that are included in the Modified Principal Balance set forth in this Agreement and if such funds are returned to the Lender by a taxing authority for any reason, then the amount of such funds returned to the Lender shall be applied to reduce the amount of the Modified Principal Balance.

G. Renewal and Extension of Maturity Date. If the Maturity Date of the original Note has been changed, all liens and security interest described in the Loan Documents are hereby renewed and extended until the indebtedness evidenced by the Note, and as amended by this Agreement, has been fully paid. Lender and Borrower acknowledge and agree that such extension of the Maturity Date (if the Maturity Date of the original Note has changed), renewal, amendment, modification, or rearrangement shall in no manner affect or impair the Note or the liens and security interest securing same. The purpose of this Agreement being simply to extend (if the Maturity Date of the original Note has changed), modify, amend or rearrange the time and manner of payment of the Note and the indebtedness evidenced thereby, and to carry forward all liens, and security interests securing the Note, which are expressly acknowledged by the Borrower to be valid and subsisting, and in full force and effect to fully secure the payment of the Note, as amended by this Agreement.

H. I will be in default if I do not comply with the terms of the Loan Documents, as modified by this Agreement.

I. Interest will be charged on principal balance until full amount of principal has been paid notwithstanding the manner in which payments were previously applied under the note, all payments made subsequent to date of this modification agreement shall be applied on a scheduled monthly installment basis.

4. **Additional Agreements.** I agree to the following:

- A. That all persons who signed the Loan Documents or their authorized representative(s) have signed this Agreement, unless (i) a borrower or co-borrower is deceased; (ii) the borrower and co-borrower are divorced and the property has been transferred to one spouse in the divorce decree, the spouse who no longer has an interest in the property need not sign this Agreement (although the non-signing spouse may continue to be held liable for the obligation under the Loan Documents); or (iii) the Lender has waived this requirement in writing.
- B. That this Agreement shall supersede the terms of any modification, forbearance, Trial Period Plan or Workout Plan that I previously entered into with Lender.
- C. To comply, except to the extent that they are modified by this Agreement, with all covenants, agreements, and requirements of Loan Documents including my agreement to make all payments of taxes, insurance premiums, assessments, Escrow Items, impounds, and all other payments, the amount of which may change periodically over the term of my Note.
- D. That the Loan Documents are composed of duly valid, binding agreements, enforceable in accordance with their terms and are hereby reaffirmed.
- E. That all terms and provisions of the Loan Documents, except as expressly modified by this Agreement, remain in full force and effect; nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the Loan Documents; and that except as otherwise specifically provided in, and as expressly modified by, this Agreement, the Lender and I will be bound by, and will comply with, all of the terms and conditions of the Loan Documents.
- F. That, as of the Modification Booking Date, notwithstanding any other provision of the Loan Documents, I agree as follows: If all or any part of the Property or any interest in it is sold or transferred without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Mortgage. However, Lender shall not exercise this option if state or federal law, rules or regulations prohibit the exercise of such option as of the date of such sale or transfer. If Lender exercises this option, Lender shall give me 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 I must pay all sums secured by the Mortgage. If I fail to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Mortgage without further notice or demand on me.
- G. That, as of the Modification Booking Date, I understand that the Lender will only allow the transfer and assumption of the Note, including this Agreement, to a transferee of my property as permitted under the Garn St. Germain Act, 12 U.S.C. Section 1701j-3. A buyer or transferee of the Property will not be permitted, under any other circumstance, to assume the Note. Except as noted herein, this Agreement may not be assigned to, or assumed by, a buyer or transferee of the Property.
- H. That, as of the Modification Booking Date, if any provision in the Note or in any addendum or amendment to the Note allowed for the assessment of a penalty for full or partial prepayment of the Note, such provision is null and void.
- I. That, I will cooperate fully with Lender in obtaining any title endorsement(s), or similar title insurance product(s), and/or subordination agreement(s) that are necessary or required by the Lender's procedures to ensure that the modified mortgage loan is in first lien position and/or is fully enforceable upon modification and that if, under any circumstance and not withstanding anything else to the contrary in this Agreement, the Lender does not receive such title endorsement(s), title insurance product(s) and/or subordination agreement(s), then the terms of this Agreement will not become effective on the Modification Effective Date and the Agreement will be null and void.

- J. That, after execution of this Agreement, I will execute such other documents as may be reasonably necessary to consummate the terms and conditions of this Agreement. I understand that a corrected Agreement will be provided to me and this Agreement will be void and of no legal effect upon notice of such error. If I elect not to sign any such corrected Agreement, the terms of the original Loan Documents shall continue in full force and effect and such terms will not be modified by this Agreement.
- K. That Lender and/or Servicer will collect and record personal information, including, but not limited to, my name, address, telephone number, social security number, credit score, income, payment history, government monitoring information, and information about account balances and activity. In addition, I understand and consent to the disclosure of my personal information and the terms of any program to (i) any servicer participating in the National Mortgage Settlement; (ii) individuals or companies that perform support services in conjunction with the National Mortgage Settlement Program; (iii) any state or federal governmental entity participating in the National Mortgage Settlement Program; and (iv) any investor, insurer, guarantor or servicer that owns, insures, guarantees or services my first lien or subordinate lien (if applicable) mortgage loan(s).
- L. I agree that if any document related to the Loan Documents and/or this Agreement is lost, misplaced, misstated, inaccurately reflects the true and correct terms and conditions of the loan as modified, or is otherwise missing, I will comply with the Lender's request to execute, acknowledge, initial and deliver to the Lender any documentation the Lender deems necessary. If the original promissory note is replaced, the Lender hereby indemnifies me against any loss associated with a demand on the original note. All documents the Lender requests of me under this Section 4.L. shall be referred to as "Documents." I agree to deliver the Documents within ten (10) days after I receive the Lender's written request for such replacement.
- M. If this box is checked, the attached Payment and Escrow Account Rider is incorporated into the Loan Documents. The provisions of the Payment and Escrow Account Rider shall be effective as of the Modification Effective Date.
- N. Mortgage Electronic Registration Systems, Inc. ("MERS") is a separate corporation organized and existing under the laws of Delaware and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, (888) 679-MERS. In cases where the loan has been registered with MERS who has only legal title to the interests granted by the borrower in the mortgage and who is acting solely as nominee for Lender and Lender's successors and assigns, MERS has the right to take certain actions required of Lender including, but not limited to, releasing and canceling the mortgage loan.

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

CitiMortgage, Inc.

Lender

By: _____

Date: _____

_____ (Seal)

Borrower

_____ (Seal)

Date

Mortgage Electronic Registration Systems, Inc.

By: _____

Title: _____

_____ (Seal)

Borrower

_____ (Seal)

Date

EXHIBIT 7

March 4th, 2013

KINAM SONG
12 COURIER PLACE,
RUTHERFORD, NJ 07070

CitiMortgage, Inc.
P.O. Box 6243
Sioux Falls, SD 57117-6243;
ATTN: Loss Mitigation/ Robert Wright

Via certified mail, return and receipt#7012 2210 0002 2404 0335

RE: Request of Reconsideration

Loan#-2005021974

This is a letter in response to CitiMortgage's notice of Modification Agreement, as received by late February.

The modified loan amounting to \$271,734.51 is still substantially high, including the rate of interest (6.25 percent) per annum as well as the monthly payment. The principal reduction amount in the Agreement must be reduced and readjusted further in view of the current fair market value of the property at issue.

CitiMortgage's failure to prove who owns my mortgage and note raised serious questions as to whether CitiMortgage is in a rightful position of collecting, negotiating or reaching a binding agreement with me. In fact, the Modification Agreement should also require any and all parties involved in the securitization of my mortgage to completely release me of any future liability and obligations to a true owner of the Note. Thus, I would like request CitiMortgage to readjust the amount of the principal reduction, interest rate and monthly payment.

I would anticipate your immediate response to this letter of reconsideration on the Modification Agreement.

Thanks very much,

Regards,

Kim Song

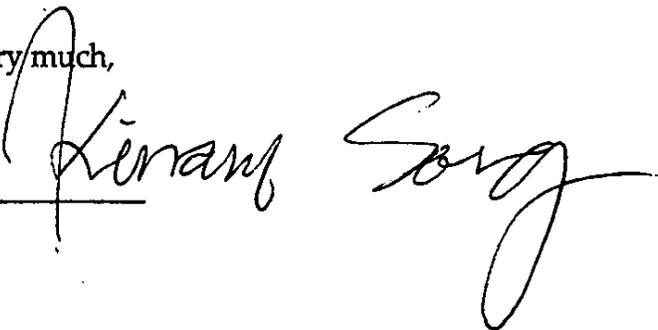
A large, handwritten signature in black ink that reads "Kinam Song". The signature is written in a cursive style and is positioned to the right of the typed name "Kim Song".

EXHIBIT 8

F I L E D

KROVATIN KLINGEMAN LLC
60 Park Place, Suite 1100
Newark, New Jersey 07102
(973) 424-9777

MARGARET M. MCVEIGH, P.J.Ch.

PAUL, WEISS, RIFKIND, WHARTON & GARRISON, LLP
1285 Avenue of the Americas
New York, New York 10019-6064
(212) 373-3000

*Attorneys for Citibank, N.A., Citi Residential Lending, Inc.,
CitiMortgage, Inc., & CitiFinancial Services, Inc.*

IN RE APPLICATION BY CITIBANK,
N.A., CITI RESIDENTIAL LENDING,
INC., CITIMORTGAGE, INC., AND
CITIFINANCIAL SERVICES, INC. TO
ISSUE CORRECTED NOTICES OF
INTENT TO FORECLOSE ON BEHALF
OF IDENTIFIED FORECLOSURE
PLAINTIFFS IN UNCONTESTED CASES

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION
PASSAIC COUNTY

DOCKET NO.: **F17318-13**

CIVIL ACTION

ORDER TO SHOW CAUSE

THIS MATTER being brought before the Court by Paul, Weiss, Rifkind, Wharton & Garrison LLP and Krovatin Klingeman LLC, attorneys for Citibank, N.A., Citi Residential Lending, Inc., CitiMortgage, Inc., and CitiFinancial Services, Inc. (individually and collectively, "Citi"), authorized to act on behalf of Foreclosure Plaintiffs in pending foreclosure cases in New Jersey, seeking relief by way of summary action for an Order permitting Citi to issue corrected Notices of Intent to Foreclose ("NOI") to the defendant mortgagor and/or parties obligated on the debt ("Foreclosure Defendants") in certain pending, pre-judgment, uncontested¹ foreclosure cases listed on Exhibits 1-17 to the Verified Complaint (collectively, the "Corrected

¹ The foreclosure cases that are included on the Corrected NOI List are currently uncontested. Certain cases included on the Corrected NOI List may have been contested at an earlier point in time, but subsequently became, and are currently, uncontested.



NOI List") to include the name and address of the lender, and based upon the New Jersey Supreme Court's decision in US Bank, N.A. v. Guillaume, 209 N.J. 449 (2012), the implementing Order of the New Jersey Supreme Court dated April 4, 2012, and for good cause shown;

It is on this 29 day of May 2013 ORDERED that the Foreclosure Defendants whose names appear on the Corrected NOI List may appear before the Superior Court at Passaic County Courthouse, 71 Hamilton Street, Paterson, New Jersey, at 10 o'clock in the am noon or as soon thereafter as counsel can be heard, on the 5th day of September, 2013 to object to this Court's Order allowing Citi to issue corrected NOIs pursuant to this Order to Show Cause.

AND IT IS FURTHER ORDERED THAT FOR EACH FORECLOSURE ACTION IN WHICH CITI ISSUES A CORRECTED NOI TO A FORECLOSURE DEFENDANT:

1. Citi will issue a letter ("Explanatory Letter") to each Foreclosure Defendant listed on the Corrected NOI List in the form attached as Exhibit A to the Verified Complaint. The Explanatory Letter will explain:

- the reasons why the corrected NOI is being served;
- the procedure to follow in the event a Foreclosure Defendant wishes to object to the NOI;
- the individuals to contact with any questions; and
- their right to object to the corrected NOI or their right to cure the default within 35 days of the date of the corrected NOI.

2. Attached as Exhibit B to the Verified Complaint is a form NOI.

3. Citi will issue to each Foreclosure Defendant listed on the Corrected NOI List a corrected NOI in a form substantially similar to the form of Exhibit B. The corrected NOI will



contain specific information relating to his/her loan, and will exclude attorneys' fees and foreclosure costs that have been incurred in the pending foreclosure cases. In accordance with the servicing guidelines and as required by N.J.S.A. 2A:50-56(c), the Explanatory Letter and corrected NOI will be sent by Citi, the servicing agent.

4. Citi will serve the Explanatory Letter at Exhibit A, the corrected NOI, the Verified Complaint without exhibits, and a copy of this Order to Show Cause (collectively, the "OSC Package") via certified mail, return receipt requested, and regular mail at the last known address of the Foreclosure Defendant and, if different, at the address of the property which is the subject of the residential mortgage. The OSC Package shall be mailed within 45 days from the date of this Order.²

5. A copy of Citi's complete application to this Court shall be loaded onto the New Jersey Courts website within 5 days of the date of this Order where it will be available for review by the general public at the website link <http://www.judiciary.state.nj.us/superior/documents.htm>. All attachments will be provided in searchable PDF files.

6. In addition to providing service of the OSC Package by certified and regular mail, Citi will, within 2 days prior to July 30, 2013, provide publication notice two (2) times in each of the following four (4) daily newspapers in a manner consistent with similar legal notices: Star Ledger, Bergen Record, Press of Atlantic City, The Courier Post

7. Citi shall file with the Court its proof of service of the OSC Package on Foreclosure Defendants on the Corrected NOI List in the manner consistent with this Order no later than nine (9) days before the return date.

² In the event Citi has been provided an address for the estate of a deceased Foreclosure Defendant, the OSC Package shall be mailed to the address of the estate and/or the executor or administrator, if known and available.



8. You [Foreclosure Defendants] have the right to object in this proceeding to this Order to Show Cause (the process by which this Court gave Citi permission to serve the corrected NOI).

9. To do so, you must file a written objection under the docket number for this case, which is listed on the first page of this Order. You must set forth with specificity the basis for your objection and file your objection with the Superior Court Clerk's Office at the following address on or before **Aug 19**, 2013:

Superior Court Clerk's office, Foreclosure Processing Services
Attention: Objection to Notice of Intention to Foreclose
P.O. Box 971
Trenton, New Jersey 08625

You must also serve a copy of the objection on Citi's attorney, Theodore V. Wells, Esq., at Paul Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, NY 10019, and mail a copy of your objection to the Honorable Margaret Mary McVeigh at the Superior Court of New Jersey, Passaic County Courthouse, Chambers 100, 71 Hamilton Street, Paterson, New Jersey 07505.

10. You [Foreclosure Defendants] also have the right to object to the corrected NOI that you will receive. You will also have 35 days from the date of the NOI to cure your default. If you object to any of the contents of your corrected NOI, you must file a written objection under the docket number for your foreclosure action. If you are unsure of the docket number for your foreclosure action, you can access that information on the Court's website on the attached exhibits to the verified complaint or by calling the Citi representative listed on the Explanatory Letter that will be sent with the corrected NOI. You must set forth with specificity the basis for your objection and file your objection with the Superior Court Clerk's Office at the following address on or before **Aug 19**, 2013:



Superior Court Clerk's Office, Foreclosure Processing Services
P.O. Box 971
Trenton, New Jersey 08625

You must also serve a copy of the objection on Citi's attorney, Theodore V. Wells, Esq., at Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, NY 10019, and mail a copy of your objection to Judge McVeigh at the Superior Court of New Jersey, Passaic County Courthouse, Chambers 100, 71 Hamilton Street, Paterson, New Jersey 07505.

11. Citi may file and serve any written reply to any opposition papers received by August 29, 2013. The reply papers must be filed with the Clerk of the Superior Court in Passaic County, with a copy to Judge McVeigh and to each Foreclosure Defendant who filed an opposition.

12. If you cannot afford an attorney, you may call the Legal Services office in the county in which you live. A list of these offices is provided with the corrected NOI.

13. A proposed form of order addressing the relief sought on the return date (along with a self-addressed return envelope with return address and postage) must be submitted to the Court by Citi no later than nine (9) days before the return date.

14. The Court will entertain argument, but not testimony, on the return date of the Order to Show Cause.

15. In the event a foreclosure action has been suspended or stayed as a result of loss mitigation activity or a bankruptcy filing, the OSC Package shall not be sent unless and until the suspension or stay is lifted. In such circumstances, the following procedure shall be used. Citi shall mail the OSC Package and serve the corrected NOI and explanatory letter within 45 days of the lifting of the suspension or stay of the foreclosure action. You will have 35 days from service of the NOI in which to object to the OSC Package or to cure the default. Any objections to the relief set forth in this Order to Show Cause shall be made in writing to the Court in the



County in which the foreclosure action is pending. You must also send a copy of your written papers to Citi's attorneys, Theodore V. Wells, Esq., at Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, NY 10019, or the Court handling your foreclosure action will not be able to consider your objection.


Hon. Margaret Mary McVeigh, P.J.Ch.



EXHIBIT 9

RECEIVED

AUG 01 2013

SUPERIOR COURT
CLERK'S OFFICE

LAW OFFICES OF PARK & KIM, LLC

440 SYLVAN AVENUE, SUITE 250
ENGLEWOOD CLIFFS, NEW JERSEY 07632-2700

KYUNGJOO PARK (NJ & NY Bars)
parkkyungjoo@gmail.com

PHONE: 201-408-8185

FAX: 201-408-8186

ESIK ("Robinson") KIM(NY Bar)

Via Hand Delivery

August 1, 2013

Superior Court Clerk's Office
Foreclosure Unit
Hughes Justice Complex
25 W. Market Street
PO Box 971
Trenton, New Jersey 08625

RE: Motion to Set Aside Default

CitiMortgage, Inc. v. Ki Nam Song, Docket No. F-032378-09
Superior Court of New Jersey, Chancery Division, Bergen County

Dear Sir or Madam:

Please be advised that this firm represents Defendant Ki Nam Song in the above-referenced matter. Kindly enter my appearance on behalf of Defendant. Enclosed please find an original and one copy of ALL of the following documents:

1. Notice of Motion to Set Aside Default pursuant to R. 4:43-3.
2. Certification of Ki Nam Song in Support of Motion to Set Aside Default together with Proposed Answer and Case Information Statement attached as **Exhibit 10**.
3. Letter Brief in support of motion.
4. Proposed form of Order.
5. A Money Order for \$135.00 payable to Treasurer, State of New Jersey

Please feel free to contact me if you have any questions. Thank you for your attention.

Sincerely yours,
Law Offices of Park & Kim, LLC, Attorney for Defendant



By: Kyungjoo Park, Esq.

Enclosures

CC: Powers Kim, LLC (via first class mail)
728 Marne Highway, Suite 200, Moorestown, NJ 08057-3128

EXHIBIT 10

SUPREME COURT OF NEW JERSEY

In furtherance of the Court's holding in U.S. Bank N.A. v. Guillaume, A-11-11 (February 27, 2012), it is ORDERED that Hon. Paul Innes, P.J.Ch., Mercer Vicinage, and Hon. Margaret Mary McVeigh, P.J.Ch., Passaic Vicinage, are each authorized to entertain summary actions by Orders to Show Cause as to why plaintiffs in any uncontested residential mortgage foreclosure actions filed on or before February 27, 2012 in which final judgment has not yet been entered, who served Notices of Intention to Foreclose that are deficient under the Fair Foreclosure Act, N.J.S.A. 2A:50-56, should not be allowed to serve corrected Notices of Intention to Foreclose on defendant mortgagors and/or parties obligated on the debt. Such summary actions should be filed with the Clerk of the Superior Court and assigned to each judge upon filing.

It is FURTHER ORDERED that, if approved by the court, any corrected Notice of Intention to Foreclose served pursuant to an order issued as a result of such an action must be accompanied by a letter to the defendant mortgagor and/or parties obligated on the debt setting forth the reasons why the corrected Notice of Intention to Foreclose is being served, the procedure to follow in the event a defendant wishes to object to the Notice of Intention to Foreclose, the individuals to contact with any questions, and that the receipt of the corrected Notice of Intention to Foreclose allows defendant mortgagors and/or parties obligated on the debt 30 days in which to object or to cure the default.

It is FURTHER ORDERED that any Rule 4:64-1(a) or Rule 4:64-2(d) Certification of Diligent Inquiry filed by a plaintiff who has served a corrected Notice of Intention to

Foreclose pursuant to an order issued as a result of such summary action shall list therein with specificity the steps taken to cure the deficient Notice of Intention to Foreclose.

It is FURTHER ORDERED that the Office of Foreclosure is authorized to recommend the entry of final judgment pursuant to Rule 1:34-6 in uncontested actions in which the procedures set forth in this Order have been followed.

For the Court,

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

Chief Justice

Dated: April 4, 2012

EXHIBIT 11

File Name: 13a0016p.06

UNITED STATES COURT OF APPEALS
FOR THE SIXTH CIRCUIT

LAWRENCE R. GLAZER,

Plaintiff-Appellant,

v.

CHASE HOME FINANCE LLC; CINDY A.
SMITH; REIMER, ARNOVITZ, CHERNEK &
JEFFREY CO., L.P.A.; RONALD CHERNEK;
and DARRYL E. GORMLEY,

Defendants-Appellees.

No. 10-3416

Appeal from the United States District Court
for the Northern District of Ohio at Cleveland.
No. 09-01262—Christopher A. Boyko, District Judge.

Argued: March 8, 2012

Decided and Filed: January 14, 2013

Before: GRIFFIN and KETHLEDGE, Circuit Judges; and THAPAR, District Judge.*

COUNSEL

ARGUED: Nicolette Glazer, LAW OFFICES OF LARRY R. GLAZER, Century City, California, for Appellant. Thomas T. Brick, GALLAGHER SHARP, Cleveland, Ohio, Danielle J. Szukala, BURKE, WARREN, MacKAY & SERRITELLA, P.C., Chicago, Illinois, for Appellees. **ON BRIEF:** Nicolette Glazer, LAW OFFICES OF LARRY R. GLAZER, Century City, California, for Appellant. Thomas T. Brick, Lori E. Brown, Holly M. Olarczuk-Smith, GALLAGHER SHARP, Cleveland, Ohio, Danielle J. Szukala, BURKE, WARREN, MacKAY & SERRITELLA, P.C., Chicago, Illinois, Nelson M. Reid, Vladimir P. Belo, BRICKER & ECKLER LLP, Columbus, Ohio, for Appellees.

*The Honorable Amul R. Thapar, United States District Judge for the Eastern District of Kentucky, sitting by designation.

OPINION

GRIFFIN, Circuit Judge. This action involves claims under the Fair Debt Collection Practices Act (“FDCPA” or the “Act”), 15 U.S.C. § 1692, and Ohio law that plaintiff Lawrence Glazer asserts against a mortgage servicing company and the lawyers it hired to foreclose on property Glazer inherited. The district court dismissed the federal claims under Federal Rule of Civil Procedure 12(b)(6) and declined to exercise jurisdiction over the state-law claims. For the reasons that follow, we affirm in part and reverse in part. In doing so, we hold that mortgage foreclosure is debt collection under the Act.

I.

In August 2003, non-party Charles Klie purchased property in Upper Arlington, Ohio. He obtained financing for the purchase from non-party Coldwell Banker Mortgage Corporation (“Coldwell Banker”) and gave Coldwell Banker a mortgage on the property. Coldwell Banker promptly assigned its ownership rights in Klie’s note and mortgage to the Federal National Mortgage Corporation (“Fannie Mae”) but continued to service the loan. For reasons unknown, this assignment was never publicly recorded.

Four years later, in October 2007, Coldwell Banker transferred its servicing rights to non-party JP Morgan Chase Bank (“JP Morgan”). This transaction did not transfer any ownership rights in the note and mortgage (Coldwell Banker had none to give). But in order to sell its servicing rights, Coldwell Banker had to assign whatever rights it had in the note and mortgage (which were none) to JP Morgan, who then reassigned the rights to Fannie Mae. On November 1, 2007, defendant Chase Home Finance LLC (“Chase”), an arm of JP Morgan, obtained servicing rights to the Klie loan, which was current at the time. Chase began to service the loan and accepted timely payments for November and December of 2007 and January of 2008.

Klie died on January 31, 2008. By the middle of May 2008, the loan was in default. Chase hired defendant Reimer, Arnovitz, Chernek & Jeffrey Co., LPA, and two of its attorneys ("RACJ") to foreclose on the Klie property. On June 2, 2008, RACJ prepared an assignment of the note and mortgage on behalf of JP Morgan that purported to "sell, convey and transfer all rights and interests in the Klie promissory note and the mortgage . . . to Chase" in order to establish Chase's right to foreclose. According to Glazer, the assignment transferred absolutely no rights because *Fannie Mae* still owned the note and mortgage by virtue of Coldwell Banker's assignment shortly after origination.¹

In June 2008, RACJ filed a foreclosure action on Chase's behalf in state court, alleging that Chase held and owned the Klie promissory note and that the original note had been lost or destroyed. [According to Glazer, Chase and RACJ fraudulently concealed the fact that *Fannie Mae* owned the loan, and that the original note was *not* lost or destroyed and was being held by a custodian for Fannie Mae's benefit.] The complaint named plaintiff Lawrence Glazer as someone possibly having an interest in the Klie property, and RACJ served Glazer with process. Glazer answered and asserted defenses. He also notified RACJ that he disputed the debt and requested verification. RACJ refused to verify the amount of the debt or its true owner.

In July 2008, the probate court handling Klie's estate transferred all rights in the property to Glazer as a beneficiary under Klie's will. RACJ filed an amended foreclosure complaint and again represented that Chase owned the note. Litigation continued, and RACJ eventually moved for summary judgment, representing once again that Chase owned the Klie note. The court granted the motion and entered a decree of foreclosure. It later vacated that ruling and demanded that RACJ produce the original note for inspection. Despite the vacatur of the foreclosure decree, RACJ scheduled a sheriff's sale but later cancelled it. Chase later dismissed the foreclosure action without prejudice.

¹As the magistrate judge noted in his recommendation, "Chase has offered no explanation as to how Coldwell Banker could assign its rights in the mortgage and note to another entity [when those rights] had previously been assigned, nor has Chase disputed that an assignment to Fannie Mae occurred."

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

THOMAS A. ORMAN and	:	
LESLIE E. ESPOSITO,	:	CIVIL ACTION
	:	
Plaintiffs,	:	
	:	NO. 11-3196
v.	:	
	:	
MORTGAGEIT, et al.,	:	
	:	
Defendants.	:	

OPINION

Slomsky, J.

March 30, 2012

I. INTRODUCTION

This case involves a dispute over a residential mortgage. On September 7, 2011, Plaintiffs Thomas Orman (“Plaintiff Orman”) and Leslie Esposito (“Plaintiff Esposito”) (collectively “Plaintiffs”) filed a Verified Second Amended Complaint (Doc. No. 16) against Defendants CitiMortgage, Fannie Mae, John Does, and HSBC Bank USA.¹ The Verified Second Amended Complaint alleges violations of the Truth in Lending Act (“TILA”), 15 U.S.C. § 1641, *et seq.*, and the Real Estate Settlement Procedure Act (“RESPA”), 12 U.S.C. § 2605, *et seq.*, and the commission of fraud. Plaintiffs seek rescission and bifurcation of their loan and mortgage,

¹ On June 28, 2011, Plaintiffs removed Defendant MortgageIT from the instant action by not naming MortgageIT as a defendant in the Verified Second Amended Complaint. (Doc. No. 16.) Following a hearing on February 14, 2012, Plaintiffs agreed that HSBC Bank USA also could be removed as a defendant. On the same day, the Court entered an Order dismissing HSBC Bank USA as a defendant. (Doc. No. 31.) Therefore, the only remaining Defendants are: CitiMortgage, Fannie Mae, and the John Doe placeholders.

property (the "Property") located at 888 Woodlawn Ave., Phoenixville, PA 19460. (Doc. No. 16 ¶ 7; Doc. No. 16, Exs. A, B.) MortgageIT was the original lender on the Note and Mortgage (Doc. No. 16, Ex. B), and GMAC was named as the servicer of the Mortgage (Doc. No. 16, Ex. A).⁸ Mortgage Electronic Registration Systems ("MERS") was the nominee for the lender and the lender's assigns.⁹ (Doc. No. 16, Ex. B.)

On June 23, 2007, Defendant MortgageIT transferred its interest in the Note and Mortgage to Defendant CitiMortgage, making Defendant CitiMortgage both the lender and servicer of the Loan. (Doc. No. 16, Ex. K.)¹⁰ On June 26, 2007, Defendant CitiMortgage transferred its interest in the Note and Mortgage to Defendant Fannie Mae. (Id.) Defendant CitiMortgage remained the servicer and Defendant Fannie Mae became the owner of the Loan. (Doc. No. 5 at 5.)

In 2007 and 2008, Plaintiffs allege that they encountered problems with the servicer of the Loan, Defendant CitiMortgage, including CitiMortgage's failure to timely pay property taxes and provide adequate customer service. (Doc. No. 16 ¶ 11.) On April 30, 2010, Plaintiff Orman sent a 17-page letter (the "April 30th Letter") to Defendants CitiMortgage and MortgageIT,

⁸ A loan servicer is the entity to which mortgage payments are made. Cervantes v. Countrywide Home Loans, Inc., 656 F.3d 1034, 1039 (9th Cir. 2011).

⁹ "MERS is a private electronic database . . . that tracks the transfer of the 'beneficial interest' in home loans, as well as any changes in loan servicers." Cervantes, 656 F.3d at 1038.

¹⁰ In the Verified Second Amended Complaint, Plaintiffs allege CitiMortgage became the servicer on August 1, 2007. (Doc. No. 16 ¶ 10.) The MERS records show this date to be June 23, 2007. (Doc. No. 5, Ex. C at 2). The two-month difference has no effect on the outcome of this case.



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1 record matched your search:

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MIN Status: Inactive

Servicer: CitiMortgage, Inc.
O'Fallon, MO

Phone: (800) 283-7918

If you are a borrower on this loan, you can [click here](#) to enter additional information and display the Investor name.

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Investor for Individual Borrower

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Fields marked * are required.

Last Name: *

SSN: - - *

By checking this box, the borrower or borrower's authorized representative is attesting to the fact that he or she is in fact the borrower or borrower's authorized representative for the loan in question. Additionally, borrowers wishing to learn the identity of their loan's investor must confirm their identity by entering their last name or corporation name as well as their SSN or TIN. If this information does not match the information contained in the MERS® System for the borrower of the loan, the investor information will not be displayed. Borrowers should verify the results with their loan servicer. *

Investor for Corporation/Non-Person Entity Borrower

Servicer: CitiMortgage, Inc.
O'Fallon, MO

Phone: (800) 283-7918

Investor: Fannie Mae

\$518,421,036



Guaranteed REMIC Pass-Through Certificates
Fannie Mae REMIC Trust 2008-28

The Certificates

We, the Federal National Mortgage Association (Fannie Mae), will issue the classes of certificates listed in the chart on this cover.

Payments to Certificateholders

We will make monthly payments on the certificates. You, the investor, will receive

- interest accrued on the balance of your certificate (except in the case of the accrual class), and
- principal to the extent available for payment on your class.

We will pay principal at rates that may vary from time to time. We may not pay principal to certain classes for long periods of time.

The Fannie Mae Guaranty

We will guarantee that required payments of principal and interest on the certificates are available for distribution to investors on time.

The Trust and its Assets

The trust will own

- Fannie Mae MBS and
- underlying REMIC certificates backed by Fannie Mae MBS.

The mortgage loans underlying the Fannie Mae MBS are first lien, single-family, fixed-rate loans.

Carefully consider the risk factors on page S-7 of this prospectus supplement and starting on page 10 of the REMIC prospectus. Unless you understand and are able to tolerate these risks, you should not invest in the certificates.

You should read the REMIC prospectus as well as this prospectus supplement.

The certificates, together with interest thereon, are not guaranteed by the United States and do not constitute a debt or obligation of the United States or any agency or instrumentality thereof other than Fannie Mae.

The certificates are exempt from registration under the Securities Act of 1933 and are "exempted securities" under the Securities Exchange Act of 1934.

Class	Group	Original Class Balance	Principal Type(1)	Interest Rate	Interest Type(1)	CUSIP Number	Final Distribution Date
FA	1	\$245,000,000	PT	(2)	FLT	31396YV82	April-2038
SQ(3)	1	142,916,668(4)	NTL	(2)	INV/IO	31396YV90	April-2038
SC(3)	1	40,833,333	PT	(2)	INV	31396YW24	April-2038
FB	2	50,000,000	PT	(2)	FLT	31396YW32	April-2038
SY(3)	2	34,615,384(4)	NTL	(2)	INV/IO	31396YW40	April-2038
QD(3)	2	7,692,308	PT	(2)	INV	31396YW57	April-2038
AB	3	50,000,000	SEQ	5.0%	FIX	31396YW65	May 2034
VA(3)	3	8,250,000	SEQ/AD	5.0	FIX	31396YW73	December 2018
ZA(3)	3	11,799,595	SEQ	5.0	FIX/Z	31396YW81	April-2038
NO(3)	4	62,349,000	SC/PAC	0.0	PO	31396YW99	April 2037
NV(3)	4	62,349,000(4)	NTL	(5)	T/IO	31396YX23	April 2037
NU(3)	4	62,349,000(4)	NTL	(5)	T/IO	31396YX31	April 2037
QA	4	6,137,000	SC/PAC	6.0	FIX	31396YX49	April 2037
QB	4	12,815,000	SC/PAC	6.0	FIX	31396YX56	April 2037
UA	4	14,861,400	SC/SUP	6.0	FIX	31396YX64	April 2037
UB	4	8,183,400	SC/SUP	6.0	FIX	31396YX72	April 2037
UC	4	500,000	SC/SUP	6.0	FIX	31396YX80	April 2037
R		0	NPR	0	NPR	31396YX98	April 2038
RL		0	NPR	0	NPR	31396Y22	April-2038

- (1) See "Description of the Certificates—Class Definitions and Abbreviations" in the REMIC prospectus.
 (2) Based on LIBOR.
 (3) Exchangeable classes.
 (4) Notional balances. These classes are interest only classes. See page S-6 for a description of how their notional balances are calculated.
 (5) These classes are toggle classes. See pages S-5 and S-6 for a description of their interest rates.

If you own certificates of certain classes, you can exchange them for certificates of the corresponding RCR classes to be delivered at the time of exchange. The SE, SA, SJ, QC, QS, QF, BA and NA Classes are the RCR classes. For a more detailed description of the RCR classes, see Schedule I attached to this prospectus supplement and "Description of the Certificates—Combination and Recombination" in the REMIC prospectus.

The dealer will offer the certificates from time to time in negotiated transactions at varying prices. We expect the settlement date to be March 28, 2008.

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AVAILABLE INFORMATION

You should purchase the certificates only if you have read and understood this prospectus supplement and the following documents (the "Disclosure Documents"):

- our Prospectus for Fannie Mae Guaranteed REMIC Pass-Through Certificates dated August 1, 2007 (the "REMIC Prospectus");
- our Prospectus for Fannie Mae Guaranteed Mortgage Pass-Through Certificates (Single-Family Residential Mortgage Loans) dated January 1, 2006 (for all MBS issued prior to June 1, 2007) or dated June 1, 2007 (for all MBS issued on or after June 1, 2007) (as applicable, the "MBS Prospectus");
- if you are purchasing any Group 4 Class or the R or RL Class, the disclosure document relating to the underlying REMIC certificates (the "Underlying REMIC Disclosure Document"); and
- any information incorporated by reference in this prospectus supplement as discussed below and under the heading "Incorporation by Reference" in the REMIC Prospectus.

The MBS Prospectus and Underlying REMIC Disclosure Document are incorporated by reference in this prospectus supplement. This means that we are disclosing information in those documents by referring you to them. Those documents are considered part of this prospectus supplement, so you should read this prospectus supplement, and any applicable supplements or amendments, together with those documents.

You can obtain copies of the Disclosure Documents by writing or calling us at:

Fannie Mae
MBS Helpline
3900 Wisconsin Avenue, N.W., Area 2H-3S
Washington, D.C. 20016
(telephone 1-800-237-8627).

In addition, the Disclosure Documents, together with the class factors, are available on our corporate Web site at www.fanniemae.com.

You also can obtain copies of the REMIC Prospectus, the MBS Prospectus and the Underlying REMIC Disclosure Document by writing or calling the dealer at:

Citigroup Global Markets Inc.
Prospectus Department
Brooklyn Army Terminal
140 58th Street, Suite 8-G
Brooklyn, New York 11220
(telephone 718-765-6732).

SUMMARY

This summary contains only limited information about the certificates. Statistical information in this summary is provided as of March 1, 2008. You should purchase the certificates only after reading this prospectus supplement and each of the additional disclosure documents listed on page S-3. In particular, please see the discussion of risk factors that appears in each of those additional disclosure documents.

Assets Underlying Each Group of Classes

<u>Group</u>	<u>Assets</u>
1	Group 1 MBS
2	Group 2 MBS
3	Group 3 MBS
4	Class 2007-25-FT REMIC Certificate Class 2007-25-ST REMIC Certificate Class 2007-25-QT REMIC Certificate

Group 1, Group 2 and Group 3

Characteristics of the Trust MBS

	<u>Approximate Principal Balance</u>	<u>Pass- Through Rate</u>	<u>Range of Weighted Average Coupons or WACs (annual percentages)</u>	<u>Range of Weighted Average Remaining Terms to Maturity or WAMs (in months)</u>
Group 1 MBS	\$285,833,333	6.00%	6.25% to 8.50%	241 to 360
Group 2 MBS	\$ 57,692,308	6.50%	6.75% to 9.00%	241 to 360
Group 3 MBS	\$ 70,049,595	5.00%	5.25% to 7.50%	241 to 360

Assumed Characteristics of the Underlying Mortgage Loans

	<u>Principal Balance</u>	<u>Original Term to Maturity (in months)</u>	<u>Remaining Term to Maturity (in months)</u>	<u>Loan Age (in months)</u>	<u>Interest Rate</u>
Group 1 MBS	\$285,833,333	360	352	7	6.547%
Group 2 MBS	\$ 57,692,308	360	358	2	6.955%
Group 3 MBS	\$ 70,049,595	360	331	29	5.625%

The actual remaining terms to maturity, loan ages and interest rates of most of the mortgage loans underlying the Trust MBS will differ from those shown above, perhaps significantly.

Group 4

Exhibit A describes the Group 4 Underlying REMIC Certificates, including certain information about the related mortgage loans. To learn more about the Group 4 Underlying REMIC Certificates, you should obtain from us the current class factors and the related disclosure documents as described on page S-3.

Settlement Date

We expect to issue the certificates on March 28, 2008.

Distribution Dates

We will make payments on the certificates on the 25th day of each calendar month, or on the next business day if the 25th day is not a business day.

Record Date

On each distribution date, we will make each monthly payment on the certificates to holders of record on the last day of the preceding month.

Book-Entry and Physical Certificates

We will issue the classes of certificates in the following forms:

<u>Fed Book-Entry</u>	<u>Physical</u>
All classes of certificates other than the R and RL Classes	R and RL Classes

Exchanging Certificates Through Combination and Recombination

If you own certificates of a class designated as “exchangeable” on the cover of this prospectus supplement, you will be able to exchange them for a proportionate interest in the related RCR certificates as shown on Schedule 1. We will deliver the RCR certificates upon such exchange. You can exchange your certificates by notifying us and paying an exchange fee. Schedule 1 lists the available combinations of the certificates eligible for exchange and the related RCR certificates.

We will apply principal and interest payments from exchanged REMIC certificates to the corresponding RCR certificates, on a pro rata basis, following any exchange.

Interest Rates

During each interest accrual period, the fixed rate classes will bear interest at the applicable annual interest rates listed on the cover of this prospectus supplement or on Schedule 1.

During the initial interest accrual period, the floating rate, inverse floating rate and toggle classes will bear interest at the initial interest rates listed below. During subsequent interest accrual periods, the floating rate, inverse floating rate and toggle classes will bear interest based on the formulas indicated below, but always subject to the specified maximum and minimum interest rates:

<u>Class</u>	<u>Initial Interest Rate</u>	<u>Maximum Interest Rate</u>	<u>Minimum Interest Rate</u>	<u>Formula for Calculation of Interest Rate (1)</u>
FA	4.03063%	7.00%	0.92%	LIBOR + 92 basis points
SQ	2.96937%	6.08%	0.00%	6.08% - LIBOR
SC	7.42343%	15.20%	0.00%	15.2% - (2.5 × LIBOR)
FB	3.68630%	7.50%	0.60%	LIBOR + 60 basis points
SY	3.81370%	6.90%	0.00%	6.9% - LIBOR
QD	7.62740%	13.80%	0.00%	13.8% - (2 × LIBOR)
NV	6.00000%	6.00%	0.00%	(3)
NU	0.00000%	6.00%	0.00%	(4)
SE	8.90811%	18.24%	0.00%	18.24% - (3 × LIBOR)
SA	10.39280%	21.28%	0.00%	21.28% - (3.5 × LIBOR)
SJ	11.87748%	24.32%	0.00%	24.32% - (4 × LIBOR)
QC	9.53425%	17.25%	0.00%	17.25% - (2.5 × LIBOR)
QS	11.44110%	20.70%	0.00%	20.7% - (3 × LIBOR)
QF	13.34795%	24.15%	0.00%	24.15% - (3.5 × LIBOR)

(1) We will establish LIBOR on the basis of the “BBA Method”.

ADDITIONAL RISK FACTORS

Payments on the Group 4 Classes also will be affected by the payment priority governing the Group 4 Underlying REMIC Certificates. If you invest in any Group 4 Class, the rate at which you receive payments also will be affected by the priority sequence governing principal payments on the Group 4 Underlying REMIC Certificates.

You may obtain additional information about the Group 4 Underlying REMIC Certificates by reviewing their current class factors in light of other information available in the related underlying disclosure documents. You may

obtain these documents from us as described on page S-3.

Slight changes in LIBOR may significantly affect the interest rates of the toggle classes. The toggle classes may be extremely sensitive to certain changes in monthly LIBOR values. In particular, they may experience dramatic declines in their interest rates and yields as a result of certain changes in LIBOR, even if those changes are slight. For an illustration of this sensitivity, see the related yield tables in this prospectus supplement.

DESCRIPTION OF THE CERTIFICATES

The material under this heading describes the principal features of the Certificates. You will find additional information about the Certificates in the other sections of this prospectus supplement, as well as in the additional Disclosure Documents and the Trust Agreement. If we use a capitalized term in this prospectus supplement without defining it, you will find the definition of that term in the applicable Disclosure Document or in the Trust Agreement.

General

Structure. We will create the Fannie Mae REMIC Trust specified on the cover of this prospectus supplement (the "Trust") pursuant to a trust agreement dated as of August 1, 2007 and a supplement thereto dated as of March 1, 2008 (the "Issue Date"). We will issue the Guaranteed REMIC Pass-Through Certificates (the "REMIC Certificates") pursuant to that trust agreement and supplement. We will issue the Combinable and Recombinable REMIC Certificates (the "RCR Certificates" and, together with the REMIC Certificates, the "Certificates") pursuant to a separate trust agreement dated as of August 1, 2007 and a supplement thereto dated as of the Issue Date (together with the trust agreement and supplement relating to the REMIC Certificates, the "Trust Agreement"). We will execute the Trust Agreement in our corporate capacity and as trustee (the "Trustee"). In general, the term "Classes" includes the Classes of REMIC Certificates and RCR Certificates.

The assets of the Trust will include:

- three groups of Fannie Mae Guaranteed Mortgage Pass-Through Certificates (the "Group 1 MBS," "Group 2 MBS" and "Group 3 MBS," and together, the "Trust MBS"), and
- certain previously issued REMIC certificates (the "Group 4 Underlying REMIC Certificates") issued from the related Fannie Mae REMIC trust (the "Underlying REMIC Trust") as further described in Exhibit A.

The Group 4 Underlying REMIC Certificates evidence direct or indirect beneficial ownership interests in certain Fannie Mae Guaranteed Mortgage Pass-Through Certificates (together with the Trust MBS, the "MBS").

Each MBS represents a beneficial ownership interest in a pool of first lien, one- to four-family ("single-family"), fixed-rate mortgage loans (the "Mortgage Loans") having the characteristics described in this prospectus supplement.

The Trust will include the "Lower Tier REMIC" and "Upper Tier REMIC" as "real estate mortgage investment conduits" (each, a "REMIC") under the Internal Revenue Code of 1986, as amended (the "Code").

The following chart contains information about the assets, the "regular interests" and the "residual interests" of each REMIC. The REMIC Certificates other than the R and RL Classes are collectively referred to as the "Regular Classes" or "Regular Certificates," and the R and RL Classes are collectively referred to as the "Residual Classes" or "Residual Certificates."

<u>REMIC Designation</u>	<u>Assets</u>	<u>Regular Interests</u>	<u>Residual Interest</u>
Lower Tier REMIC	Trust MBS and Group 4 Underlying REMIC Certificates	Interests in the Lower Tier REMIC other than the RL Class (the "Lower Tier Regular Interests")	RL
Upper Tier REMIC	Lower Tier Regular Interests	All Classes of REMIC Certificates other than the R and RL Classes	R

Fannie Mae Guaranty. For a description of our guaranties of the Certificates, the Trust MBS and the Group 4 Underlying REMIC Certificates, see "Description of the Certificates—Fannie Mae Guaranty" in the REMIC Prospectus, "Description of the Certificates—Fannie Mae Guaranty" in the MBS Prospectus and "Description of the Certificates—General—*Fannie Mae Guaranty*" in the Underlying REMIC Disclosure Document. Our guaranties are not backed by the full faith and credit of the United States.

Characteristics of Certificates. Except as specified below, we will issue the Certificates in book-entry form on the book-entry system of the U.S. Federal Reserve Banks. Entities whose names appear on the book-entry records of a Federal Reserve Bank as having had Certificates deposited in their accounts are "Holders" or "Certificateholders."

We will issue each Residual Certificate in fully registered, certificated form. The "Holder" or "Certificateholder" of a Residual Certificate is its registered owner. A Residual Certificate can be transferred at the corporate trust office of the Transfer Agent, or at the office of the Transfer Agent in New York, New York. U.S. Bank National Association ("US Bank") in Boston, Massachusetts will be the initial Transfer Agent. We may impose a service charge for any registration of transfer of a Residual Certificate and may require payment to cover any tax or other governmental charge. See also "—Characteristics of the Residual Classes" below.

Authorized Denominations. We will issue the Certificates in the following denominations:

<u>Classes</u>	<u>Denominations</u>
Interest Only, Principal Only, Inverse Floating Rate and Toggle Classes	\$100,000 minimum plus whole dollar increments
All other Classes (except the R and RL Classes)	\$1,000 minimum plus whole dollar increments

The Trust MBS

The Trust MBS provide that principal and interest on the related Mortgage Loans are passed through monthly. The Mortgage Loans underlying the Trust MBS are conventional, fixed-rate, fully-amortizing mortgage loans secured by first mortgages or deeds of trust on single-family residential properties. These Mortgage Loans have original maturities of up to 30 years.

For additional information, see "Summary—Group 1, Group 2 and Group 3—Characteristics of the Trust MBS" and "—Assumed Characteristics of the Underlying Mortgage Loans" in this prospectus supplement and "The Mortgage Pools" and "Yield, Maturity, and Prepayment Considerations" in the MBS Prospectus.

No one is authorized to give information or to make representations in connection with the Certificates other than the information and representations contained in this Prospectus Supplement and the additional Disclosure Documents. You must not rely on any unauthorized information or representation. This Prospectus Supplement and the additional Disclosure Documents do not constitute an offer or solicitation with regard to the Certificates if it is illegal to make such an offer or solicitation to you under state law. By delivering this Prospectus Supplement and the additional Disclosure Documents at any time, no one implies that the information contained herein or therein is correct after the date hereof or thereof.

\$518,421,036

The Securities and Exchange Commission has not approved or disapproved the Certificates or determined if this Prospectus Supplement is truthful and complete. Any representation to the contrary is a criminal offense.



Guaranteed REMIC Pass-Through Certificates

Fannie Mae REMIC Trust 2008-28

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Citi

Prospectus Supplement
March 24, 2008

EXHIBIT 12

IN THE MATTER OF RESIDENTIAL MORTGAGE
FORECLOSURE PLEADING AND DOCUMENT
IRREGULARITIES

Administrative Order 01-2010
Docket # F-238-11

CLOSURE OF DECEMBER 20, 2010
ADMINISTRATIVE ORDER DIRECTING
SUBMISSION OF INFORMATION FROM
RESIDENTIAL MORTGAGE FORECLOSURE
PLAINTIFFS CONCERNING THEIR DOCUMENT
EXECUTION PRACTICES TO A SPECIAL
MASTER

To: Foreclosure Plaintiffs Filing 200 or more residential mortgage
foreclosure actions in 2010:

AURORA LOAN SERVICES
BANK OF NEW YORK MELLON
BAYVIEW LOAN SERVICING, LLC
BENEFICIAL NEW JERSEY
DEUTSCHE BANK, N.A.
FEDERAL HOME LOAN MORTGAGE
FEDERAL NATIONAL MORTGAGE ASSOCIATION
HOUSEHOLD FINANCE CO
HSBC BANK USA, N.A.
HSBC MORTGAGE CORPORATION
HUDSON CITY SAVINGS
METLIFE HOME LOANS

MIDFIRST BANK
MORTGAGE ELECTRONIC REGISTRATION SYSTEM
NATIONSTAR MORTGAGE
NJ HOUSING & MORTGAGE FINANCE AGENCY
PHH MORTGAGE CORP
PNC BANK
SOVEREIGN BANK
SUNTRUST MORTGAGE INC
TD BANK, N.A.
THE BANK OF NEW YORK
US BANK, N.A.
WACHOVIA BANK N.A.

Administrative Order 01-2010 was issued on December 20, 2010, and modified
by Supplemental Administrative Order on January 31, 2011, in response to the request
by the Chief Justice for an examination into residential mortgage foreclosure document
preparation and filing practices, in order to protect the integrity of the process and
ensure the veracity of filings with the court in foreclosure cases.

The operative provisions of Administrative Order 01-2010 provided *inter alia* that
the twenty-four foreclosure plaintiffs that each filed 200 or more residential mortgage
foreclosure actions in 2010 as identified in the caption were required to provide the

Special Master, Recall Judge Walter R. Barisonek, with certifications detailing their roles and the roles of their subsidiaries, servicers, and outsource firms in the foreclosure process and demonstrating affirmatively the absence of irregularities in their handling of residential mortgage foreclosure proceedings. Having found as to each respondent that the submitted documents are sufficient to establish that the institution has not engaged in irregular practices, the Special Master has entered dismissals in favor of each of the respondents, thereby allowing residential mortgage foreclosure actions involving those institutions to continue to be processed by the Superior Court Clerk's Office and the Office of Foreclosure in the normal course.

In a separate but related proceeding (In the Matter of Residential Mortgage Foreclosure Pleading and Document Irregularities, Docket No. F-59553-10), Judge Mary C. Jacobson, Presiding Judge of the General Equity Division, Mercer County, issued a December 20, 2010 order directing six lenders and service providers¹ that had been implicated in irregularities in connection with their handling of residential mortgage foreclosure matters to show cause why the processing of uncontested residential foreclosure matters they had filed should not be suspended. By order dated March 29, 2011, Judge Jacobson appointed a Special Master, retired Judge Richard J. Williams, to inquire into the document preparation practices of those entities and to review any remediation plans they may be directed to submit. Pursuant to Reports of Special Master Williams determining that each of the respondents in that order to show cause had made a prima facie showing of the reliability of its processes and upon agreement

¹ The six lenders and service providers named in Judge Jacobson's order to show cause were Bank of America; JPMorgan Chase; Citi Residential; GMAC (now Ally Financial); OneWest Bank; and Wells Fargo.

by those respondents to a compliance monitoring program, Judge Jacobson subsequently ordered that each of the six respondents in the order to show cause may resume the filing and prosecution of uncontested residential mortgage foreclosure cases.

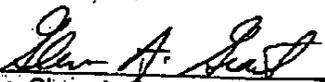
In accordance with the Judiciary's continuing obligation to protect the integrity of the residential mortgage foreclosure process and to ensure the veracity of filings with the court in residential mortgage foreclosure cases and pursuant to the authority of the Administrative Director of the Courts as set forth in the December 20, 2010 Administrative Order, it is ORDERED that:

1 The operative provisions of the Administrative Order 01-2010 related to the twenty-four foreclosure plaintiffs identified in the caption are hereby closed. However, pursuant to the findings of Special Master Barisonek, as set forth in his Final Report, I hereby instruct the Office of Foreclosure to periodically review submissions of respondent PHH Mortgage Corporation ("PHH") and servicer EverBank, d/b/a Everhome Mortgage ("EverBank/Everhome"),² in order to verify that they remain in full compliance with the provisions of the Rules of Court relating to residential mortgage foreclosures. If in that periodic review the Office of Foreclosure finds documents submitted by PHH and/or EverBank/Everhome to be insufficient or finds that those documents raise concerns that either of the two institutions has engaged in irregular practices, the Office of Foreclosure may refer the matter to the Mercer Vicinage General Equity Presiding Judge for appropriate action, which action might include conducting a

² EverBank, d/b/a Everhome Mortgage, serviced mortgages for respondents Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, and Bank of New York Mellon.

hearing and, depending on her findings, ordering the suspension of the processing of residential mortgage foreclosure actions involving those institutions.

2. The operative provisions of Administrative Order 01-2010 that make reference to Judge Jacobson's separate order to show cause also are hereby closed, subject to Special Master Williams' continued compliance monitoring as agreed to by the six respondents.


Hon. Glenn A. Grant, J.A.D.
Acting Administrative Director of
the Courts

Date: February 2, 2012

EXHIBIT 13

#21

1/40



09-060904 Assignment of Mortgage
V Bk: 00157 Pg: 0405-0405 Rec. Fee \$40.00
Kathleen A. Donovan, Bergen County Clerk
Recorded 07/01/2009 11:14:53 AM

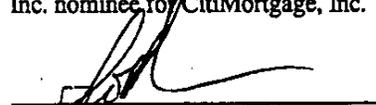
2009-1236
MORTGAGE

ASSIGNMENT OF

FOR VALUE RECEIVED, the undersigned hereby assigns, transfers and sets over unto: **CitiMortgage, Inc. , 1000 Technology Drive, O'Fallon, MO 63304** all of its rights, title and interest in and to a certain mortgage which is dated February 20, 2008 and made by Ki Nam Song to Mortgage Electronic Registration Systems, Inc. nominee for CitiMortgage, Inc., which mortgage was recorded on February 28, 2008, in the office of the Clerk of Mortgages for the County of Bergen in MORTGAGE BOOK 17197, page 582 and covers premises: **12 Courier Place, Rutherford , New Jersey**, which mortgage secured a certain note/bond in the sum of \$343,000.00.

Dated: June 9, 2009,

Mortgage Electronic Registration Systems,
Inc. nominee for CitiMortgage, Inc.



Scott Scheiner, Vice President

corp.seal

STATE OF MISSOURI

ss

COUNTY OF ST. CHARLES

On June 9, 2009 before me, the undersigned, a Notary Public in and for the said County and State, personally appeared Scott Scheiner, Vice President to me personally known, who being duly sworn by me, did say that he/she is the Vice President of the Corporation named above which executed the within Assignment of Mortgage, that the seal affixed is the corporate seal; that said instrument was signed and sealed on behalf of the corporation pursuant to its by-laws or a resolution of its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said Corporation.



Notary Public

Commission Expires

RECORD AND RETURN TO:
POWERS KIRN, LLC
728 Mame Highway
P.O. Box 848
Moorestown, NJ 08057
(856) 802-1000

ALEX D CROSSMAN
Notary Public - Notary Seal
State of Missouri
St. Charles County
Commission #08672776
My Commission Expires 11/04/2012



Process Loans, Not Paperwork™

www.mers-servicerid.org

1 record matched your search:

MIN: 1000115-2005021947-8 Note Date: 02/20/2008, MIN Status: Inactive

Servicer: CitiMortgage, Inc. Phone: (800) 283-7918
O'Fallon, MO

If you are a borrower on this loan, you can [click here](#) to enter additional information and display the Investor name.

[Return to Search](#)

For more information about Mortgage Electronic Registration Systems, Inc. (MERS) please go to www.mersinc.org

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Englewood Cliffs, New Jersey 07632-2700
(201)-408-8185 Fax:(201)-408-8186
Attorney for Defendant: Ki Nam Song

In Re Application by CitiBank, N.A.,
CitiResidential Lending, Inc,
CitiMortgage, Inc., and CitiFinancial
Services, Inc. To Issue Corrected
Notices of Intent to Foreclose on Behalf
of Identified Foreclosure Plaintiffs
in Uncontested Cases

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION
PASSAIC COUNTY

DOCKET NO. F-017318-13
Civil Action

CitiMortgage, Inc.,

v.

Ki Nam Song,

Plaintiff

Defendant

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION
BERGEN COUNTY

DOCKET NO. F-32378-09
Civil Action

**CERTIFICATION OF
SERVICE**

I, Kyungjoo Park, certify that the original of the within Certification of Kyungjoo Park, Esq. and Brief in objection to Order to Show Cause and Plaintiff's Proposed Corrective Notice of Intent to Foreclose and a copy of above papers were served upon the following on August 16, 2013 via first class mail:

Hon. Judge Margaret Mary McVeigh, P.J.Ch.
Superior Court of New Jersey, Passaic County, 71 Hamilton St., Paterson, NJ
07505

Powers Kirn, LLC
728 Marne Highway, Suite 200, Moorestown, NJ 08057-3128

Krovatin Klingeman LLC
60 Park Place, Suite 1100, Newark, NJ 07102

Paul, Weiss, Rifkind, Wharton & Garrison, LLP
1285 Avenue of the Americas, New York, NY 10019-6064

Dated: August 16, 2013



Kyungjoo Park