

KIMBERLY D. HARRISON
184 JASPER STREET
PATERSON, NEW JERSEY 07522
DEFENDANT/PRO SE

RECEIVED

SEP 12 2012

SUPERIOR COURT
CLERK'S OFFICE

September 7, 2012

Via Regular Mail

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

Re: Wells Fargo Bank, N.A. v. Kimberly D. Harrison
Docket No. F-009564-12
Order to Show Cause to Correct NOI Returnable October 3, 2012\

Dear Sir/Madam:

I am the defendant/pro se in the above matter and submit an original and 2 copies of the enclosed Certification of Objection to Notice of Intent to Foreclose and Order to Show Cause in the above matter listed for October 3, 2012, before Honorable McVeigh, Chancery Division, Passaic County, Paterson, NJ.

By copy of this letter I am requesting of Judge McVeigh, that the defendant's appearance be waived in lieu of the attached Certification of Objection with specific explanations of my objection and medical excuse.

I appreciate Your Honor's courtesies to the above request in this matter.

Respectfully,

KIMBERLY D. HARRISON
Defendant/Pro Se

KDH
Encls.

cc: Honorable McVeigh, J.S.C. (reg. mail w/encls.)
Mark S. Melodia, Esq. (for Wells Fargo Bank, N.A.) (reg. mail w/encls.)
America's Servicing Company (reg. mail w/encls.)

PROOF OF MAILING

1. Kimberly D. Harrison, Defendant/Attorney Pro Se, hereby certifies that on September 7, 2012, I arranged for and effectuated a service of process by way of United States Postal Service, regular mail, an original and 2 copies of Defendant's Certification in lieu of a more formal Objection and Response to Plaintiff's Notice of Intention to Foreclose and Order to Show Cause to:

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

2. In addition, and pursuant to the Order To Show Cause dated July 19, 2012, I forwarded by way of United States Postal Service, regular mail, a copy of the documents named hereinabove to:

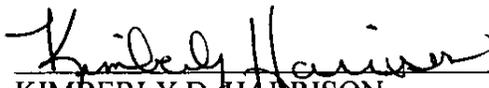
Honorable McVeigh, J.S.C.
Superior Court of New Jersey
Passaic County Courthouse - Chancery Division
71 Hamilton Street - Chambers 100
Paterson, NJ 07505

Mark Melodia, Esq.
REED SMITH, LLP
Princeton Forrestal Village
135 Main Street, Suite 250
Princeton, NJ 08540
Attorneys for Wells Fargo Bank, N.A.

America's Servicing Company
3480 Stateview Blvd.
MAC# D3348-027
Fort Mill, SC 29715
Referencing: America's Servicing Co. 106/1300008590

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

DATED: September 10, 2012


KIMBERLY D. HARRISON
DEFENDANT/PRO SE

5. Defendant never signed any closing documents, there was no attorney present, there was no notice of right to cancel signed, mortgage, affidavit of title, respa, hud-1, and plaintiff otherwise modified the 2006 loan application documents, which was a copy of an application it had on file from defendant's personal loan documents since 2006.

6. Plaintiff FIRST FRANKLIN has for more than 5 years, **recycled** its application that it had on file from the previous loan of defendant, it changed the loan amount, and arranged for appraisals, charged title and recording fees within (5 months) to increase the value of the home to match the loan amount it approved for defendant. Plaintiff has violated the Fair Foreclosure Act, Consumer Fraud Act, Truth in consumer Contract, Uniform Commercial Code for providing inaccurate statement of account in Violation of N.J. Ann. 12A9-210.

7. I Kimberly D. Harrison, Defendant/Pro Se in the above matter hereby object to the Notice of Intention to Foreclose filed by America's Servicing Co. and am requesting of the Court to dismiss the Order to Show Cause pursuant to an appeal from Superior Court of New Jersey, Chancery Division, Union County, Docket No. F-18394-08, **(see Deutch case where there is no original mortgage or note held, no foreclosure can take place.)**

In Re:

"In a stunning victory for borrowers, a New Jersey court has dismissed a foreclosure action filed against the borrowers by Deutsche Bank Trust Company America as alleged trustee for a securitized mortgage loan trust after Deutsche Bank willfully, and despite the entry of three (3) separate court orders, refused to produce documents demanded by the borrowers which included documents setting forth the identity of the true owner and holder of the Note and mortgage, the complete chain of title to ownership of the note and mortgage, payment application histories, and documents as to the securitized mortgage loan trust. The Court had given Deutsche Bank multiple opportunities and extensions of time to produce the documents, but Deutsche Bank continually refused to produce any of the documents requested, resulting in the dismissal of Deutsche Bank's foreclosure action. The Court also ruled that Deutsche Bank is

not permitted to re-file any foreclosure action until it is prepared to produce ALL of the subject discovery.”

8. Defendant objects to the Notice of Intent and request the court to dismiss the Order To Show Cause, and dismiss the appearance of the Defendant for the Corrected NOI October 3, 2012 for the following reasons:

- a. Does not own the note;
- b. Made false representations to the court in pleadings;
- c. Did not have the proper authority to foreclose;
- d. Does/did not have possession of the note; and
- e. All indispensable parties (the actual owners) are not before the court or represented in the pending foreclosure action.

9. Defendant will also rely on the following cases:

A. Woolfolk v. Van Ru Credit Corp., 783 F.Supp. 724 (1990) There was no dispute as to the material facts that established that the debt collector violated the FDCPA. The court granted the debtors’ motion for summary judgment and held that (1) under 15 U.S.C. §1692(e), a debt collector could not use any false, deceptive, or misleading representation or means in connection with the collection of any debt; Unfair Debt Collection Practices Act.

B. Cervantes v. General Electric Mortgage Co., 67 B.R. 816 (E.D. Pa. 1986). The court found that the TILA violations were governed by a strict liability standard, and defendant’s failure to reveal in the disclosure statement the exact nature of the security interest violated the TILA.

C. Schultz v. Central Mortgage Co., 58 B.R. 945 (Pa. 1986). The court determined creditor mortgagor violated the Truth In Lending Act, 15 U.S.C.S. § 1638(a)(3), by its failure to include the cost of mortgage insurance in calculating the finance charge. The court found creditor failed to meet any of the conditions for excluding such costs and was liable for twice the amount of the true finance charge.

D Citimortgage, Inc. v. Brown, et al., HON JOSEPH FARNETI, Acting Justice SUPREME COURT - STATE OF NEW YORK, I.A.S. TERM. PART 37 - SUFFOLK COUNTY Index No. 30755/2007, ORIG. RETURN DATE: NOVEMBER 29, 2007, FINAL SUBMISSION DATE: JANUARY 10, 2008, MTN. SEQ. #: 001, MOTION: MG *Caseci’5f*, Short Form Order in part:

In order to prove standing, plaintiff must demonstrate that it was the owner of the note and mortgage at the time it commenced this foreclosure action (*see e.g. Fannie Mae v Youkelsone*, 303 AD2d 546 [2003]). Foreclosure of a mortgage may not be brought by one who has no title to it, and absent transfer of the debt, the assignment of the mortgage is a nullity (*Kluge v Fugazy*, 145 AD2d 537 [1988]). The note secured by the mortgage is a negotiable instrument (*see* UCC 3-104), which requires endorsement on the instrument itself "or on a paper so firmly affixed thereto as to become a part thereof (UCC 3-202[2]) in order to

effectuate a valid assignment of the entire instrument.

10. America's Servicing Co. is using Wells Fargo Bank, N.A. to collect on a debt as a mortgage because it cannot collect a mortgage on a MERS debt as it is in violation with the Fair Foreclosure Act, the Consumer Fraud Act, etc., and it does not have standing, as well as, I only signed a loan with FIRST FRANKLIN, who performed the fraudulent acts as a mortgage loan, and are two (2) separate entities. I have the original note and mortgage with since May 19, 2006 with FIRST FRANKLIN only.

11. Plaintiff has violated the Consumer Fraud and Deceptive Business Practices Act ("NJCFPA") and has been deceitful to the court about its ownership of the subject property herein in by way of double-dipping.

12. Defendant has a No Standing threshold issue as In Re: Bank of New York as Trustee for Home Mortgage Investment Trust, Docket No. F-7356-09, Atlantic County, New Jersey, decided 2010. Defendant objects to the corrected NOI and Order to Show Cause.

13. Defendant was not given the consumer protection deserved pursuant to FDIC and the Truth in Lending Act. Defendant was otherwise, denied her civil right to have a closing with legal representation, fair and equal treatment. There was no attorney present, nor did plaintiff have an attorney present, because defendant never signed the mortgage document attached to plaintiff's Complaint for Foreclosure.

14. The Truth-in-Lending Act was passed to prevent unsophisticated consumer from being misled as to total cost of financing. Section 102, 15 U.S.C. Section 1601. It requires the lender to disclose the terms of the mortgage to the homeowner at the time a loan is made. TILA is designed to give homeowners an accurate explanation of the cost of the loan. Plaintiff has not provided to the Court or Defendant a fully executed closing document, i.e., HUD-1, RESPA, Affidavit of Title, Assignment of Mortgage, Right to Cancel, Deed in Trust.

15. America's Servicing Company sent defendant the Notice of Intention to Foreclose, and does not reference plaintiff WELLS FARGO BANK, N.A. as a creditor, or that it owes a debt to it, and therefore plaintiff Wells Fargo Bank, N.A. has no standing to file a Foreclosure Complaint for Deutsche Bank, First Franklin, or America's Servicing Company. See also, In re: Farmers and Miners Bank v. Bluefield Nat'l Bank, 11 F 2d 83, 271 U.S. 669, "In the federal courts, it is well established that a national bank has no power to lend its credit to another by becoming surety, endorser, or guarantor for him." In re: Bowen v. Needles Nat. Bank, 94 F 925, 36 CCA 553, certiorari denied in 20 S.Ct 1024, 176 US 682, 44 LED 637, "A national bank has no power to lend its credit to a person or corporation."

16. Plaintiff and its attorneys filed a Complaint for Foreclosure failing to comply with Rule 4:64-1(a) and (b) Title Search; Certifications of Due Diligence, and Contents of Mortgage Foreclosure Complaint in its entirety.

17. Defendant and her family have been under emotional and mental distress as a direct result of Plaintiff and its attorney's negligence for failure to comply with Rule 4:64-1(a)(1) and (2)(A) and (B), and (3)(b)(6) a description of the pertinent terms or conditions of the debt instrument or mortgage and the facts establishing the default; and plaintiff's bad lending practices, in violation of Consumer Sales Practices Act Statute, R.C. § 1345.09(A).

"All forms of compensatory relief, including economic and noneconomic damages, are included within the unrestricted term "damages" in statute entitling consumer to damages in an action under the Consumer Sales Practices Act (CSPA)."

18. I certify that the foregoing Statements made by me are true to the best of my knowledge, information, and belief. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: September 10, 2012


KIMBERLY D. HARRISON
DEFENDANT