

 <p>FORECLOSURE CASE INFORMATION STATEMENT (FCIS)</p> <p>Use for initial Chancery Division — General Equity foreclosure pleadings (not motions) under Rule 4:5-1. Pleading will be rejected for filing, under Rule 1:5-6(c), if information is not furnished or if attorney's signature is not affixed.</p>	<p>FOR USE BY CLERK'S OFFICE ONLY</p> <p>PAYMENT TYPE: <input checked="" type="checkbox"/> CK <input type="checkbox"/> CG <input type="checkbox"/> CA <input type="checkbox"/> MO</p> <p>RECEIPT NO. <u>1019</u></p> <p>AMOUNT: <u>135</u></p> <p>OVERPAYMENT:</p> <p>BATCH NUMBER: <u>486</u></p> <p>BATCH DATE: <u>9-17-12</u></p>
---	---

SECTION A: TO BE COMPLETED BY ALL PARTIES

<p>CAPTION</p> <p style="font-size: 24pt; text-align: center;">Risi Ibrahim</p>	<p>COUNTY OF VENUE</p> <p style="font-size: 24pt; text-align: center;">MONMOUTH</p> <p>DOCKET NUMBER (when available)</p> <p style="font-size: 24pt; text-align: center;">F-009564-12</p>
<p>NAME(S) OF FILING PARTY(IES) (e.g. John Doe, Plaintiff)</p>	<p>DOCUMENT TYPE</p> <p><input type="checkbox"/> COMPLAINT <input checked="" type="checkbox"/> ANSWER <input type="checkbox"/> OTHER</p>
<p>ATTORNEY NAME (IF APPLICABLE)</p>	<p>FIRM NAME (IF APPLICABLE)</p>

<p>MAILING ADDRESS</p> <p style="font-size: 24pt;">63 FRIENDSHIP ROAD HOWELL NJ 07731</p>	<p>DAYTIME TELEPHONE NUMBER</p> <p style="font-size: 24pt;">732 642-8049</p>
---	--

SECTION B: TO BE COMPLETED BY PLAINTIFF TO INITIAL COMPLAINT

<p>FORECLOSURE CASE TYPE NUMBER</p> <p><input type="checkbox"/> 088 IN PERSONAM TAX FORECLOSURE</p> <p><input type="checkbox"/> 089 IN REM TAX FORECLOSURE</p> <p><input checked="" type="checkbox"/> 0RF RESIDENTIAL MORTGAGE FORECLOSURE</p> <p><input type="checkbox"/> 0CF COMMERCIAL MORTGAGE FORECLOSURE</p> <p><input type="checkbox"/> 0CD CONDOMINIUM OR HOMEOWNER'S ASSOCIATION LIEN FORECLOSURE</p> <p><input type="checkbox"/> 091 STRICT FORECLOSURE</p> <p><input type="checkbox"/> 0FP OPTIONAL FORECLOSURE PROCEDURE (NO SALE)</p> <p><input type="checkbox"/> 0TS TIME SHARE FORECLOSURE</p>	<p>IS THIS A HIGH RISK MORTGAGE PURSUANT TO P.L.2009,C.84 AND P.L.2008,C.127 <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>PURCHASE MONEY MORTGAGE <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>RELATED PENDING CASE <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>IF YES, LIST DOCKET NUMBERS:</p>
---	--

<p>FULL PHYSICAL STREET ADDRESS OF PROPERTY:</p> <p style="font-size: 24pt;">63 FRIENDSHIP ROAD HOWELL NJ</p> <p>ZIP CODE: <u>07731</u> COUNTY: <u>MONMOUTH</u></p>	<p>MUNICIPALITY CODE (*)</p> <p>MUNICIPAL BLOCK:</p> <p>(LOTS)</p>
---	--

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

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

<p>ATTORNEY / SELF REPRESENTED SIGNATURE</p> <p style="font-size: 24pt; text-align: center;">Risi Ibrahim</p>	<p>PRINT ATTORNEY / SELF REPRESENTED NAME</p> <p style="font-size: 24pt; text-align: center;">RISI IBRAHIM</p>	<p>DATE</p> <p style="font-size: 24pt; text-align: center;">9-17-12</p>
---	--	---

*The Municipality Codes can be found at http://www.judiciary.state.nj.us/forms/11343_municodes.pdf

9-17-12

WELLS FARGO BANK, N.A.
Plaintiff

vs.

Risi Ibrahim
Defendant

) SUPERIOR COURT OF NEW JERSEY
) CHANCERY DIVISION
) PASSAIC COUNTY
)
) DOCKET NO.: F-009564-12
)
) CIVIL ACTION
)
) **ANSWER**
)
)
)
)
)
)

Risi Ibrahim residing at 63 Friendship Rd Howell, NJ 07731 in the City of Howell, County of Monmouth and State of New Jersey, by way of Answer to the plaintiff's complaint herein, says:

The Defendant alleges that they are still in possession of the premises by way of living in the residence and retention of the deed.

AS TO THE FIRST COUNT

1. The Defendant admits receipt of the ("Explanatory Letter") dated August 14, 2012.

AS TO THE SECOND COUNT

2. Defendant denies receiving the "Explanatory Letter" from Wells Fargo. Defendant instead alleges that American Servicing Company (ASC), a party other than plaintiff, sent the "Explanatory Letter".

AS TO THE THIRD COUNT

3. The Defendant admits receipt of the corrected Notice of Intention to foreclose dated August 14, 2012.

AS TO THE FOURTH COUNT

4. Defendant denies receiving the Notice of Intention to Foreclose from Wells Fargo. Defendant instead alleges that ASC sent the communication.

AS TO THE FIFTH COUNT

5. Defendant admits that the letter was delivered via certified mail return receipt and regular mail.

AS TO THE SIXTH COUNT

6. Defendant denies that the package was personally delivered to either defendant, martial couple residing at the home.

AS TO THE SEVENTH COUNT

7. Defendant is without knowledge as to whether a copy of the complete application to this court was loaded onto the New Jersey Courts website within five (5) days of the date of this order.

AS TO THE EIGHTH COUNT

8. Defendant is without knowledge as to whether plaintiff provided publication notice two (2) times in each of the newspapers mentioned in the order to show cause.

AS TO THE NINTH COUNT

9. Defendant denies receiving proof of service from Wells Fargo.

FIRST SEPARATE DEFENSE

10. Defendant objects to venue on the grounds that the property is located in Howell, NJ in Monmouth County and the order to show cause papers filed by plaintiff were filed in Passaic County. Since this matter involves real property, the complaint and civil action should be commenced in the county where the property is located. Evidence in support of this motion is found in New Jersey Rules of Civil Procedure. Pursuant to NJ Rule 4:3-2, in an action involving real property, venue is proper in the county where said property is located. In the action at bar, the papers where filed in a county other than that of

which the property is located. As such, in taking the plain meaning of the rule and construing it to promote equity, justice and fairness, it is patently evident that the filing is improper. Therefore, in light of the foregoing, Defendant respectfully asks that the Court dismiss this action in Passaic County Superior Court for the stated reasons.

SECOND SEPARATE DEFENSE

11. Defendant alleges that plaintiff failed to join a necessary party to the action. Defendant asserts that the mortgagee on this loan was ASC. Defendant further alleges that plaintiff was not the original mortgagee. Moreover, assuming ASC transferred or sold the loan to plaintiff, Defendant affirms that notice reflecting such a transaction was never received. Since ASC transferred the mortgage and promissory note to Defendant, has been collecting monthly mortgage payments and entered into loan modification negotiations with Defendant, its presence is crucial in determining the outcome of the action. Therefore, ASC is an indispensable party to determine any judgment. Furthermore, as the senior mortgagee, ASC is entitled to notice of any action plaintiff intends to take regarding foreclosure. Accordingly, this Court should properly exercise its power to grant Defendant a motion to dismiss for failure to join a necessary party on the grounds that ASC is not a party to this action and its presence is crucial to determine the outcome of the action.

FIRST AFFIRMATIVE DEFENSES

12. *Breach of Contract* – Defendant alleges a breach of contract with American Servicing Company. In 20120 ASC sent Defendant a letter stating the possibility of a loan modification. Upon submission of the paperwork, Defendant was approved for loan modification in September 2010 and was requested to pay the three-month trial

modification period from October-December 2010. Defendant was promised to receive the escrow payment to reflect the approved loan modification of \$2,059/mo. during a phone conversation with the ASC representative. Defendant successfully paid the approved amount of \$2,059.00 for the stated period. However, Defendant never received this escrow statement. Defendant paid up to January 2011 and contacted ASC on the escrow amount to be paid going forward. Defendant was told that the mortgage account was assigned to another representative and still in review as they were waiting to hear from investors. In February 2011, ASC stated that the escrow amount would be \$3,077.00 as opposed to \$2,059.00, which was already promised. After speaking to another agent, Defendant was told that the account was still in review and no decision has been made on the escrow amount to be paid. In November 2011 (nine months later) Defendant received communication from plaintiff stating there was a title issue on the property and documented proof that the matter was resolved was required to continue with the modification. It was later determined that the issue was regarding a home equity loan which was discharged in bankruptcy. Defendant sent all information regarding the title issue to ASC who was believed to be the mortgagee for Defendants loan and not plaintiff. Since the November 14, 2011 communication and after the requested information was submitted on November 28, 2011, the Defendant awaited a response on the status of the loan modification. On April 17, 2012, ASC notified Defendant of the decision to withdraw Defendant from the loan modification program due to non payment during the trial period. However, this Court should note, Defendant asserts that the three payments requested by ASC were made as requested. Therefore, the aforementioned facts show evidence of breach of contract. Plaintiff made an offer to Defendant that was

definite in its terms and reduced to writing. Furthermore, the offer was accepted by Defendant and plaintiff executed on the offer by sending communication on the mail congratulating Defendant on being offered loan modification. Moreover, the offer made by plaintiff accepted by Defendant was supported by adequate consideration.

SECOND AFFIRMATIVE DEFENSE

13. *Reliance-*

- a. Most importantly, ASC offered Defendant a short sale option in lieu of foreclosure with the stipulation that the short sale be completed by December 2012. Currently, there are two offers on the property to be considered by ASC. As such, in reliance on the communication by ASC, it was understood by both parties that Defendant has until December 2012 to exercise a short sale option. Additionally, Defendant is in preparation for the December 2012 timeframe to either re-enter negotiations or exercise the short sale option. However, with this sudden change of events, plaintiff's actions cause hardship and surprise to Defendant who is acting in reliance of ASC's communications. Therefore, Defendant asks that this Court stay foreclosure proceedings until December 2012 as previously offered.
- b. Defendant also alleges that payments were made in reliance of continuing the mortgage payments. This reliance was formed when ASC approved Defendant for the mortgage and now plaintiff has entered foreclosure proceedings. The reliance is to the Defendant's detriment as no communication was given to Defendant despite the many times the Defendant contacted ASC. The trial period requiring Defendant to make three payments was successfully completed and

those payments were made in reliance of being approved for the loan modification. Moreover, the communications from ASC gave further reliance that the loan modification was approved when ASC sent the approval paperwork and spoke to ASC via telephone where this information was also relayed to Defendant. Furthermore, the first communication from plaintiff in this matter was not received until November 14, 2011. When Defendant attempted to contact plaintiff, representatives of plaintiff stated there is no record of Defendant 's loan in the system. Defendant alleges that ASC was believed to be the mortgagee for the Defendant's loan and not plaintiff. There was never any communication sent to Defendant to reflect plaintiff's role in the mortgage or loan modification process regarding Defendants mortgage. Accordingly, all initial communications were sent directly to ASC until the first communication from plaintiff in November 2011.

THIRD AFFIRMATIVE DEFENSE

14. *Discharge in Bankruptcy* – Defendant alleges that the current mortgage which plaintiff refers to in this action has been discharged in bankruptcy in 2009.

FOURTH AFFIRMATIVE DEFENSE

15. *Public Policy* – Defendant alleges that public policy reasons allow this Court to provide a remedy to Defendant to assure the laws governing notice and foreclosure are adhered to, to stop Defendant from becoming a public charge, in effort to keep the property occupied to assure Defendants are given adequate protection under the laws of New Jersey.

Wherefore, Defendant demands judgment:

- A. Grant Motion to dismiss the plaintiff's action
- B. For such other relief as the court deems just and equitable.

Dated: 9-14-12



Signature

Print or Type Name

Dated: _____

Signature

Print or Type Name

Name(s): Risi Ibrahim
Address: 63 FRIENDSHIP RD
HOWELL NJ 07731
Daytime Phone: (732) 642-8049
Defendant(s) Pro Se

WELLS FARGO
Plaintiff

vs.
Risi Ibrahim
Defendant(s)

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION
MONMOUTH COUNTY

DOCKET NO. F 009564-12
Civil Action

CERTIFICATION

CERTIFICATION PURSUANT TO RULE 4:5-1(b)(2)

I certify that the matter in controversy is not the subject of any other court action or arbitration proceeding, now pending or contemplated, and that no other parties should be joined in this action.

Date 9-17-12

Signature 
Print Name RISI IBRAHIM

Date _____

Signature _____
Print Name _____

CERTIFICATION OF SERVICE PURSUANT TO RULE 4:6-1(d)

I certify that a copy of this answer was served on all other parties within the time prescribed by the Rules of Court.

Date 9-17-12

Signature 
Print Name RISI IBRAHIM

Date _____

Signature _____
Print Name _____

Risi Ibrahim
63 Friendship Rd
Howell, NJ 07731

September 14, 2012

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

To Whom It May Concern:

I hope this correspondence finds you well. This letter is to serve as a formal objection to Wells Fargo Bank, N.A.'s Notice of Intention to Foreclose. I oppose to the process by which Wells Fargo Bank, NA served the Notice of Intention to Foreclose.

Furthermore, Wells Fargo failed to join American Servicing Company (herein referred to as ASC) to the action. To my understanding the mortgagee on this loan is ASC. If the loan was transferred or acquired by Wells Fargo, there has been no communication to reflect such a transaction. The monthly mortgage payments have been made to ASC and a loan modification was granted for the mortgage. Therefore, any foreclosure action should come from ASC and not Wells Fargo as the loan was acquired from ASC. After calling Wells Fargo to understand the reason the NOI was sent, they stated that the account number is not in their system. As such, it is evident that Wells Fargo is not the mortgagee on the note and mortgage.

Accordingly, Wells Fargo is mishandling the grounds for this foreclosure. The Notice of Intent to Foreclose was not sent within the appropriate time in order to properly commence an action. Moreover, although the Court granted Wells Fargo permission to serve the corrected Notice of Intention to Foreclose, Wells Fargo's original notice was improper. Also, the timeframe that has passed since the corrected NOI has been granted serves as a disadvantage because absent permission from the Court, mortgagor could have placed a motion to the Court to dismiss.

Therefore, in light of the forgoing, mortgagor asks that this Court stay foreclosure proceedings. The matter before the Court involves property that is not subject to a note or mortgage by Wells Fargo nor has there been communication stating the loan was transferred or acquired by Wells Fargo. Most importantly, loan modification approval has been sent to mortgagor by ASC. Additionally, there are two offers to purchase the property. As such, foreclosure and NOI was improperly served and forms the basis for mortgagor's objection.

Respectfully,



Risi Ibrahim

Cc: Sent to: Reed Smith LLP, Delivered to: Passaic County Superior Court (Attn: Hon. Judge McVeigh)