

RECEIVED

OCT 21 2013

SUPERIOR COURT
CLERK'S OFFICE

Eduardo Chua
Edita Chua
241 Pleasant Plains Rd,
Stirling, NJ 07980
Defendants
908 647 7457

Re; Application by PHH Mortgage Corp
To issue Corrected Notice of Intent to
Foreclose on behalf of indentified
Foreclosure Plaintiffs in uncontested
Cases

Superior Court of New Jersey
Chancery Division
Passaic County
Docket no. F-23912-13

Civil Action
Objection to Order to Show Cause
And Amended Verified Complaint

This matter is being brought before the court by defendants Eduardo and Edita Chua in objecting to the order to show cause by PHH Mortgage. As follows;

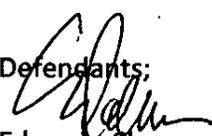
1. The foreclosure matter relating to our individual case formerly known as Docket no. F-29831-10 is a contested case. Attached copies of several contesting answer file with the court. The defendants in their answer had demanded several times for plaintiff to produce certain important documents relevant to the right of the plaintiff To foreclose. (original closing documents that were not provided to defendants at closing by Plaintiff's attorney, recorded loan transfer documents from Cendant Mortgage to Merrill Lynch or PHH mortgage, if properly executed under Rule 7001. Since the loan is about 15 years old) the accuracy of these documents are required to give the Lender the right to initiate foreclosure.
2. Plaintiff's failure to comply with the court rule 7001. Is clearly a violation of defendants legal right under the law. Without those documents available for the defendants to do a forensic review, deny the defendants' legal right to effectively Defend the foreclosure action against them. Shapiro and Perez the former lawyer for PHH mortgage knew for a fact that in order to have the right to foreclose they must provide these documents upon demand. Shapiro and Perez did not exercise their legal obligation under the law and intentionally denied us our legal rights by ignoring the demand in our answer several times, in order to fast forward the foreclosure action in their favour.
3. The amount owing in the proposed new NOI is questionable. No statements were ever sent to the defendants since the year 2007. The equity loan (second mortgage) is an adjustable mortgage rate. In recent years the rate has come down to as slow as 3.75% . it is impossible for the arrears to accumulate as per their calculation. This needs to be audited.
4. The individual foreclosure action Docket No. F-29831-10 has been dismissed as of 10/06/2013 . confirmed by the court for lack of prosecution on 10/11/2013.

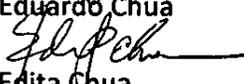
5. The new corrected NOI still is deficient due to the fact that it is directly referring to Uncontested cases. We have contested this action from the start. We were denied Our legal rights due to the fact that Shapiro and Perez failed to exercise their legal Obligation under the law to provide the documents that are essential in defending the Case accordingly. They have legal obligation to certify that the original documents are Available for forensic review, for correctness and proper filing., Prior to their right to Foreclose. The intended purpose of the new corrected NOI has defeated its purpose.
6. Under the Constitution all cases before the court of law must have equal legal standing. Individual legal rights must not be impaired in favour of another party with procedural Deficiencies, especially if the said party is seeking from the court a second chance to cure The deficiencies.
7. The Plaintiff never demonstrated their legal right to foreclose under rule 7001, by denying The defendants legal rights with intentional malice. Depriving them of their defence under the rule upon several demands for production. There is no excuse for PHH mortgage and their legal counsel Shapiro and Perez for their action. Since PHH claimed they have these documents in their hand and could provide them handily according to their statement on the current motion.
8. A Substitution of Attorney was never administered or filed in the court. Prior to filing of The order to show cause as per court rule 1:11-2

Therefore for all the above reasons we would like the court to deny the order to show cause and dismiss the action with prejudice. (case has been dismissed without prejudice) and Allow the modification process or if the court allows the case to be re-filed. Plaintiff first must provide all original documents relevant to the case for forensic review as per rule 2007 and proper accounting of the arrears since no statements were sent to defendants since 2007 . Prior to commencing the new foreclosure action.

Date; 10/19/2013

Defendants;


Eduardo Chua


Edita Chua

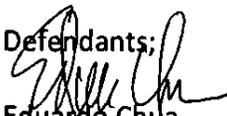
Certification

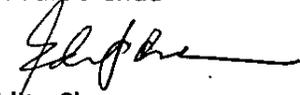
I certify that I am Familiar with the above caption matter. The matter in controversy is not subject to any pending action or arbitration.

I further certify that all statements made by me are true and if I make a false statement. I will be subject to punishment

10/19/2013

Defendants;


Eduardo Chua


Edita Chua

Proof of Mailing

I certify that copies of the objection was mailed or filed with the following;

3 copies to the Superior Court in Trenton NJ

1 copy to Reed Smith LLP.

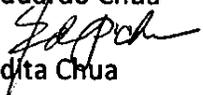
3 copies to Judge Margaret Mary Mcveigh, Passiac County Court House.

I certify that this is true and correct.

Date; 10/19/2013

Defendants;


Eduardo Chua


Edita Chua

RECEIVED

AUG 30 2011

SUPERIOR COURT
CLERK'S OFFICEEduardo S. Chua
Edita P Chua
241 Pleasant Plains Rd
Stirling, NJ 07980
908 647 7457

Merrill Lynch Credit Corp

Superior Court of New Jersey
Chancery Division
Morris CountyPlaintiff
VS

Eduardo S Chua, Edita P Chua

Docket No; F-29831-10
Civil Action

Defendants

Opposition to Motion for Default

Eduardo Chua and Edita Chua, in opposition to the Motion of Default say;

1. Plaintiff failed and never responded to Defendants demand for all closing documents and documents related to the above matter, which were not provided to the Defendants at the closing upon repeated demand. Therefore Plaintiff is in violation of Rule 7001 as provided by the law that all documents pertaining to this transaction must be subjected to a forensic audit and review by the borrowers for correctness and properly comply with the law. As a defense to the complaint
2. Defendants have repeatedly demanded all closing documents (never provided to Defendants at closing) and all related documents during the application of the loan, since August 2010 and 4 times after that date. The Plaintiff ignored and never responded to Defendants request. Thus denying the Defendants right to defend the complaint correctly, properly and in accordance to the law as provided by Rule 7001 of the law. Attached copy of the original answer to complaint demanding loan documents production. This request is long over due
3. Defendants demands dismissal of the complaint by the Plaintiff for failure to comply with Rule 7001 of the law repeated upon several demands for production. Or stay the complaint until Plaintiff comply with the law, Rule 7001.
4. Plaintiff has no excuse for not providing and responding to the production of the documents demanded by Defendants. Which is provided in accordance to Rule 7001 of the law. Since Plaintiff has legal representation and must be aware of the Rule 7001. by ignoring and failing to the demand for documents production Plaintiff is clearly in violation of the law
5. The Defendants without the loan documents cannot legally and properly defend The complaint. The purpose of Rule 7001 is to provide the Defendants the means to protect their rights and defend the complaint against them as provided by the law. All complaints in the court of law must comply with all the rule of law. In the event law is violated. The complaint must be throw out and dismissed.

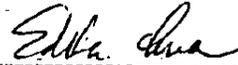
6. Secondly the Defendants were granted by the court for mediation and the court advised the Plaintiff to discuss the production of all documents with the Defendants during that time. Which is still in process. Attached all documents submitted by Urban League of Morristown, a nonprofit organization for the mediation as order by the court All required documents were submitted to Urban League in July/2011 as per court instruction.
- 7 Defendants have illustrated that they can afford to pay the Plaintiff the monthly Mortgage payment at the current rate of 3.25%.
8. The Plaintiff without no regards to the mediation ordered by the court prematurely filed the Default Motion against the Defendants.
- 9 The Defendants upon receipt of the Motion of Default is filing an opposing answer to the Plaintiff's motion. Date received August 26,2011 attached Post Office certified receipt.

Therefore, the Defendants request that the complaint be dismissed or stay until the Plaintiff comply with the Rule 7001 of the law and Mediation is completed

Date; 08/26/2011.



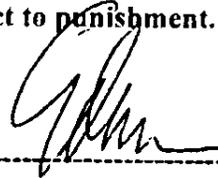
Eduardo Chua, Defendant



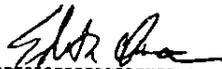
Edith Chua, Defendant

Certification

I hereby certify that all statements within made by me are true. I am aware that if any statement is incorrect and false. I will be subject to punishment.



Eduardo Chua



Edita Chua

Eduardo S Chua
Edita P Chua
241 Pleasant Plains Rd.
Stirling, NJ 07980
980 647 7457.

Merrill Lynch Credit Corp.
Plaintiff

VS

Eduardo S Chua

Edita P Chua

Defendants

Superior Court of New Jersey
Chancery Division
Morris County

Docket No; F-29831-10
Civil Action

Proof of Mailing

Opposition to Motion for Default

I, Eduardo Chua. Certifies that a copy has been mailed to Shapiro and Perez LLC. At 14000 Commerce Parkway. Suite B Mt. Laurel NJ 08054. and two copies to Superior Court of New Jersey. Office of the Foreclosure. Hughes Justice Complex. 25 Market Street, PO Box 971, Trenton. New Jersey 08625 on August 26, 2011.

Date; August 26, 2011



Eduardo Chua, Defendant

RECEIVED
JUN 17 2011
SUPERIOR COURT
CLERK'S OFFICE

Eduardo Chua
Edith Chua
241 Pleasant Plains Rd
Stirling, NJ 07980
Tel: 908 581 4952

Merrill Lynch Credit Corp

Superior Court of New Jersey
Chancery Division
Morris County

Plaintiff

VS

Docket No, F-29831-10
Civil Action

Eduardo Chua & Edith Chua

Amended Answer

Defendants

Eduardo and Edith Chua by way of amended answer to the complaint by the Plaintiff say as follows;

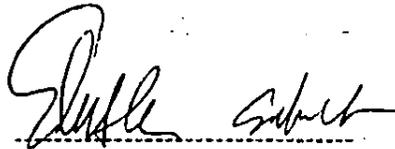
- 1 The Defendants deny allegation by Plaintiff. There are no original documents to substantiate paragraph one. The filing document was marked non certified copy in the Morris County Clerk Office. The defendants were never provided with a true copy of the closing documents. Upon repeated demands for the production of original closing documents, Plaintiff failed to adhere the request upon several demands. See attached exhibits. Defendants were not represented by an Attorney at closing and Plaintiffs failed to provide Defendants the right to have a Lawyer.
- 1A The Defendants demand proof if the Mortgage and Note were properly & legally transferred or assigned to any or all investors and institutions.
- 2 The Defendants deny allegation on Paragraph two. For the same reason as mentioned in Paragraph 1 and 1A.
3. The Defendants deny allegation in Paragraph 3, for the same reason in Paragraph 1 and 1A.
- 4 The Defendants deny allegation in Paragraph 4, for the same reason in Paragraph 1 And 1A.
- 5 The Defendants deny allegation in Paragraph 5, for same reason in Paragraph 1 & 1A.
6. The Defendants deny allegation in Paragraph 6 for same reason in Paragraph 1 & 1A.
- 7 The Defendants deny allegation in Paragraph 7 for same reason in Paragraph 1 & 1A.
8. The Defendants deny allegation in Paragraph 8 for same reason in Paragraph 1 & 1A.
9. The Defendants deny allegation in Paragraph 9 for same reason in Paragraph 1 & 1A.
10. The Defendants deny allegation in Paragraph 10 for same reason in Paragraph 1 & 1A.

11 The Defendants deny allegation in Paragraph 11 and 12 for the same reason in Paragraph 1 and 1A.

Demand

The Defendants demand the Plaintiff to provide and produce all original closing documents All documents regarding the transferred and assignments of the note and the mortgage proving that the transferred and assignment were properly and legally transferred and assigned to any or all investors and institution. In order to proved the ownership of the mortgage and note and all closing documents complied the law. Since Defendants were denied legal representation at the time of closing and no closing documents were either provided or mails to the Defendants as promised by Plaintiff's attorney.

Date: 06/16/2011

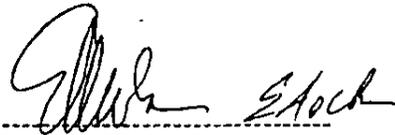


Eduardo and Edith Chua,
Defendants

Certification

I certify that I am familiar with the above caption matter. I certify that all the foregoing statements are true and correct. If any of the statements are false, I will be subject to punishment.

I certify that I mailed a copy to the Plaintiff's attorney.

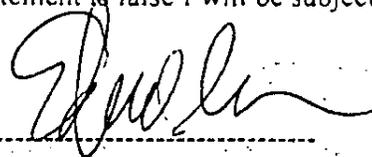


Eduardo and Edith Chua
Defendants

Rule 4:5-1 Certification.

I certify that this matter in controversy is not a subject of any pending action in court or in any arbitration at present. To the best of my knowledge.

I certify that this statement is true and correct. If the statement is false I will be subject to Punishment



Eduardo Chua, Defendant

Eduardo s. Chua
241 Pleasant Plains Rd.
Stirling NJ. 07980
908 581 4952, Fax 908 647 7967

08/26/2010

Shapiro and Perez LLP
14000 Commerce Parkway
Mt. Laurel, NJ 08054, suite B
856 793 3080, Fax 847 627 8809

Re; Docket no.F 29831-10
Loan no; 7072501237
File no. PHH10-000143
Merrill Lynch Credit Vs E. Chua

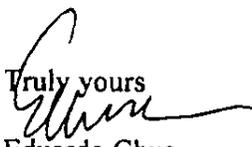
Service Dept.

Dear Shannon,

As per our conversation. I am requesting a Forbearance agreement with the lender since I have been receiving my social security benefit two months ago. I will be in the position to pay the monthly mortgage at a rate of 4% annually going forward.

I received the summon on 08/04/2010. I am also requesting the lender to send me all closing documents, notes and mortgage agreement to my address above.

Thank you for your consideration.

Truly yours

Eduardo Chua

Eduardo Chua
241 Pleasant Plains Rd.
Stirling, NJ, 07980
908 581 4952

Shapiro and Perez LLP
14000 Commerce Parkway
MT. Laurel 08054, NJ
Suite B

Re; F 29831-10
Merrill Lynch VS Chua

Dear Mr Perez,

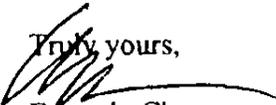
I am faxing you modification agreement. As I mentioned to you before. That my Daughter is paying the first mortgage and all household expenses including car expenses. I am currently receiving Social Security benefit in the amount of \$1,300/month. And we are working part time earning around \$500 to \$600 monthly

If your Lender is willing to help us out and modify the loan @ 3 to 3.5% we will be able to pay the monthly mortgage. Please kindly work with us. Since your lender was in the same predicament when they received the Tarp money from the government during the time of their needs and therefore should understand our position.

As per our request we have not received the documents we requested from the Lender. When will the document be made available to us ? Please let me know.

Date; 05/16/2011

Truly yours,


Eduardo Chua
Defendant

Edward Chua
241 Pleasant Plains Rd
Stirling NJ 07980
908 581 4952

Shapiro and Perez LLP
14000 Commerce Parkway
Mt. Laurel NJ 08054, Suite B

RE; F-29831-10, Merrill Lynch VS Chua

Dear Mr. Perez,

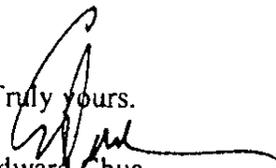
I called you office on Wednesday requesting a postponement of the status conference meeting at Judge Wilson chamber on June 01, 2011. to be moved to the following Wednesday June 08, 2011. since, I was not aware at the time that I have another engagement at the Somerset Court on the same date (June 01, 2011) . Please let me know if that is possible.

I also received a letter from you explaining why my application for modification was denied last year due to insufficient income. Financial information was submitted to support the modification. The reason the modification was denied last year was because your lender was not interested in doing any modification. You also enclosed another modification application form for me to fill out. As I had mentioned in our last status conference at Judge Wilson that my daughter is currently paying the first mortgage and taking care of the household expenses. We can afford to pay the second mortgage if your lender decide to modify the loan. I will be submitting the new application again showing that a modification can be worked out.

I still did not receive any original closing documents at the closing, which were not given to us at the closing and also documents of transfer and assignment of the loan, Which my consulting attorney wanted to review.

Your kind consideration will be appreciated. Thank you for your time and effort.

Date; 04/29/2011

Truly yours.

Edward Chua

CC; fax copy to Judge Wilson Chamber

Eduardo and Edita Chua
241 Pleasant Plains Rd.
Stirling, NJ 07980
908.647 7457

To Shapiro and Perez LLP
14000 Commerce Parkway
Mt Laurel NJ 08054
Tel; 856 793 3080

Re, Docket No. F-29831-10
Merrill Lynch Credit Corp VS Eduardo and Edita Chua

Dear Mr. Perez,

As per our status conference with Judge Wilson I am requesting the original closing documents which were not provided to me at closing by lender's attorney. He had promised to mail me a copy of all the closing documents upon our closing, but never received them. I also requested these documents in my answer to your complaint, but so far I have not gotten them.

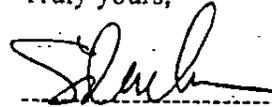
I was advised by my consulting attorney that these documents are relevant to my case and that he needs to review them. Secondly the loan was transferred several times to different institutions and if you could provide the documents regarding the loan transfer.

I am forwarding this letter to the chamber of Judge Wilson.

Your cooperating will be greatly appreciated. Thank you for your time.

Date, 03/17/2011

Truly yours,



Eduardo Chua, Defendant



Edita Chua, Defendant



FORECLOSURE CASE INFORMATION STATEMENT (FCIS)

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

FOR USE BY CLERK'S OFFICE ONLY

PAYMENT TYPE: CK CG CA MO

RECEIPT NO: 3856

AMOUNT: \$135.00

OVERPAYMENT

BATCH NUMBER: 321

BATCH DATE: 12-2-10 - 12-7-10

SECTION A: TO BE COMPLETED BY ALL PARTIES

CAPTION
MERRILL LYNCH CREDIT CORP
Plaintiff VS.

(Defendant) EDUARDO CHUA & EDITH CHUA

NAME(S) OF FILING PARTY(IES) (e.g., John Doe, Plaintiff)

SHAPIRO & PEREZ LLP
14000 COMMERCE PARKWAY
MT. LAUREL NJ, 08054

ATTORNEY NAME (IF APPLICABLE)

EDUARDO & EDITH CHUA, PRO SEE

MAILING ADDRESS 241 PLEASANT PLAINS RD
STIRLING, N.J. 07980

COUNTY OF VENUE

DOCKET NUMBER (When available)

F-29831-10

DOCUMENT TYPE

COMPLAINT ANSWER OTHER

FIRM NAME (If applicable)

DAYTIME TELEPHONE NUMBER

SECTION B: TO BE COMPLETED BY PLAINTIFF TO INITIAL COMPLAINT

FORECLOSURE CASE TYPE NUMBER

- 088 IN PERSONAM TAX FORECLOSURE
- 089 IN REM TAX FORECLOSURE
- 0RF RESIDENTIAL MORTGAGE FORECLOSURE
- 0CF COMMERCIAL MORTGAGE FORECLOSURE
- 0CD CONDOMINIUM OR HOMEOWNER'S ASSOCIATION LIEN FORECLOSURE
- 091 STRICT FORECLOSURE
- 0FP OPTIONAL FORECLOSURE PROCEDURE (NO SALE)

IS THIS A HIGH RISK MORTGAGE PURSUANT TO
P.L. 2009, c.84 AND P.L. 2008, c.127 YES NO

PURCHASE MONEY MORTGAGE YES NO

RELATED PENDING CASE YES NO
IF YES, LIST DOCKET NUMBERS:

RECEIVED

FULL PHYSICAL STREET ADDRESS OF PROPERTY.

241 PLEASANT PLAINS ROAD
STIRLING, N.J. 07980

MUNICIPALITY CODE(*) 1430

MUNICIPAL BLOCK: 14101

(LOTS). 64 & 65 (FKA Lot 64, Block 219)

ZIP CODE: 07980

COUNTY: MORRIS

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

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

ATTORNEY/SELF REPRESENTED SIGNATURE

PRINT ATTORNEY/SELF REPRESENTED NAME

DATE

[Signature] Pro. see, *[Signature]* EDUARDO CHUA, EDITH CHUA 11/7/10

EDUARDO CHUA EDITH CHUA

*The Municipality Codes are available at http://www.judiciary.state.nj.us/forms/CN11343_municodes_11-9-2009.pdf



CONTESTED

Eduardo and Edita Chua
241 Pleasant Plains Rd
Stirling, NJ 07980
Defendants, 908-581-4952

Merrill Lynch Credit Corp

Superior Court of New Jersey
Chancery Division; Morris County

Plaintiff

Docket; F 29831-10

VS

Civil Action

Eduardo and Edita Chua

Answer

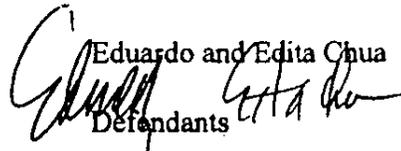
Defendants

Eduardo and Edita Chua deny allegations made by Plaintiff Merrill Lynch Credit Corp.

Defendants Eduardo and Edita Chua demand the production of all signed closing documents including note, mortgage and bond.

Defendants Demand the production of transfer documents from Cendant Mortgage to Merrill Lynch Mortgage Corp.

Defendants has requested a Forbearance agreement with the Plaintiff as per letter dated 08/26/2010 attached. (To be worked WITH IN SIX MONTHS PERIOD AS ALLOWED BY THE COURT.


Eduardo and Edita Chua
Defendants

Name(s): EDUARDO CHUA & EDITH CHUA
Address: 241 PLEASANT PL. RD
STIRLING, NJ, 07980
Daytime Phone: (908) 581 4952
Defendant(s) Pro Se

MERRILL LYNCH CREDIT CORP
Plaintiff

vs.

EDUARDO CHUA EDITH CHUA
Defendant(s)

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION
MORRIS COUNTY

DOCKET NO. F - 29831-10
Civil Action

CERTIFICATION

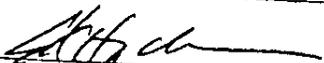
CERTIFICATION PURSUANT TO RULE 4:5-1(b)(2)

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 10/5/10

Date 10/5/10

Signature 
Print Name EDUARDO CHUA

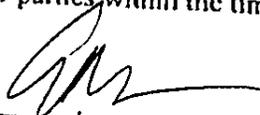
Signature 
Print Name EDITH CHUA

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 9/03/10 (MAILED)

Date 9/03/10 (MAILED)

Signature 
Print Name EDUARDO S. CHUA

Signature EDITH CHUA 
Print Name EDITH CHUA

Eduardo and Edita Chua
241 Pleasant Plains Rd
Stirling, NJ 07980
Defendants

Merrill Lynch Credit Corp

Plaintiff

VS

Eduardo and Edita Chua

Defendants

Superior Court of New Jersey
Chancery Division; Morris County

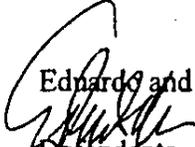
Docket, F 29831-10

Civil Action

Proof of Mailing

Eduardo and Edita Chua certify that copy of the answer was mailed and faxed to
Plaintiff,s Attorney on 09/03/201

Complaint was received and signed for on 08/04/2010


Eduardo and Edita Chua

Defendants



10/5/10

ENCLOSED A CHECK FOR \$135.00 FILING FEE
(ANSWER)

ATTACHED: CASE INFORMATION STATEMENT AS PER
YOUR REQUEST

ALSO CERTIFICATION AS PER R 4:5-1
AS PER YOUR REQUEST.

Ed Hua

908-581-4952

RECEIVED
OCT 7 2010
SUPERIOR COURT
CLERK'S OFFICE

CONTESTED

Eduardo and Edita Chua
241 Pleasant Plains Rd
Stirling, NJ 07980
Defendants, 908.581-4952

Merrill Lynch Credit Corp

Superior Court of New Jersey
Chancery Division; Morris County

Plaintiff

Docket; F 29831-10

VS

Civil Action

Eduardo and Edita Chua

Answer

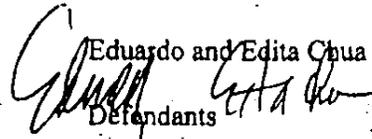
Defendants

Eduardo and Edita Chua deny allegations made by Plaintiff Merrill Lynch Credit Corp.

Defendants Eduardo and Edita Chua demand the production of all signed closing documents including note, mortgage and bond.

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Eduardo and Edita Chua
Defendants

CONTESTED

Eduardo and Edita Chua
241 Pleasant Plains Rd
Stirling, NJ 07980
Defendants, 908.581-4952

Merrill Lynch Credit Corp

Superior Court of New Jersey
Chancery Division; Morris County

Plaintiff

Docket; F 29831-10

VS

Civil Action

Eduardo and Edita Chua

Answer

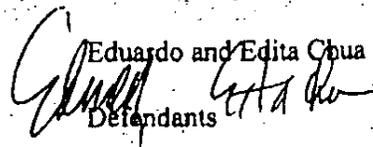
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Eduardo and Edita Chua
Defendants

RECEIVED

Eduardo S. Chua
Edita P Chua
241 Pleasant Plains Rd
Stirling, NJ 07980
908 647 7457

AUG 30 2011
SUPERIOR COURT
CLERK'S OFFICE

Merrill Lynch Credit Corp

Superior Court of New Jersey
Chancery Division
Morris County

Plaintiff
VS

Docket No; F-29831-10
Civil Action

Eduardo S Chua, Edita P Chua

Defendants

Opposition to Motion for Default

Eduardo Chua and Edita Chua, in opposition to the Motion of Default say;

1. Plaintiff failed and never responded to Defendants demand for all closing documents and documents related to the above matter, which were not provided to the Defendants at the closing upon repeated demand Therefore Plaintiff is in violation of Rule 7001 as provided by the law that all documents pertaining to this transaction must be subjected to a forensic audit and review by the borrowers for correctness and properly comply with the law As a defense to the complaint
2. Defendants have repeatedly demanded all closing documents (never provided to Defendants at closing)and all related documents during the application of the loan, Since August 2010 and 4 times after that date. The Plaintiff ignored and never responded to Defendants request Thus denying the Defendants right to defend the complaint correctly, properly and in accordance to the law as provided by Rule 7001 of the law. Attached copy of the original answer to complaint demanding loan documents production. This request is long over due
3. Defendants demands dismissal of the complaint by the Plaintiff for failure to comply with Rule 7001 of the law repeated upon several demands for production. Or stay the complaint until Plaintiff comply with the law, Rule 7001.
4. Plaintiff has no excuse for not providing and responding to the production of the documents demanded by Defendants Which is provided In accordance to Rule 7001 of the law. Since Plaintiff has legal representation and must be aware of the Rule 7001. by ignoring and failing to the demand for documents production Plaintiff is clearly in violation of the law
5. The Defendants without the loan documents cannot legally and properly defend The complaint. The purpose of Rule 7001 is to provide the Defendants the means to protect their rights and defend the complaint against them as provided by the law. All complaints in the court of law must comply with all the rule of law. In the event law is violated The complaint must be throw out and dismissed.

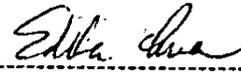
6. Secondly the Defendants were granted by the court for mediation and the court advised the Plaintiff to discuss the production of all documents with the Defendants during that time. Which is still in process. Attached all documents submitted by Urban League of Morristown, a nonprofit organization for the mediation as order by the court All required documents were submitted to Urban League in July/2011 as per court instruction.
- 7 Defendants have illustrated that they can afford to pay the Plaintiff the monthly Mortgage payment at the current rate of 3.25%.
8. The Plaintiff without no regards to the mediation ordered by the court prematurely filed the Default Motion against the Defendants.
- 9 The Defendants upon receipt of the Motion of Default is filing an opposing answer to the Plaintiff's motion. Date received August 26,2011 attached Post Office certified receipt.

Therefore, the Defendants request that the complaint be dismissed or stay until the Plaintiff comply with the Rule 7001 of the law and Mediation is completed

Date; 08/26/2011



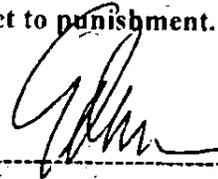
Eduardo Chua, Defendant



Edith Chua, Defendant

Certification

I hereby certify that all statements within made by me are true. I am aware that if any statement is incorrect and false. I will be subject to punishment.



Eduardo Chua



Edita Chua

Eduardo S Chua
Edita P Chua
241 Pleasant Plains Rd.
Stirling, NJ 07980
980 647 7457.

Merrill Lynch Credit Corp.
Plaintiff

Superior Court of New Jersey
Chancery Division
Morris County

VS

Docket No; F-29831-10
Civil Action

Eduardo S Chua

Edita P Chua

Proof of Mailing

Defendants

Opposition to Motion for Default

I, Eduardo Chua. Certifies that a copy has been mailed to Shapiro and Perez LLC. At 14000 Commerce Parkway. Suite B Mt. Laurel NJ 08054. and two copies to Superior Court of New Jersey. Office of the Foreclosure. Hughes Justice Complex. 25 Market Street, PO Box 971, Trenton. New Jersey 08625 on August 26, 2011.

Date; August 26, 2011



Eduardo Chua, Defendant

Eduardo and Edita Chua
241 Pleasant Plains Rd.
Stirling, NJ 07980
908 647 7457

To Shapiro and Perez LLP
14000 Commerce Parkway
Mt. Laurel NJ 08054
Tel; 856 793 3080

Re; Docket No. F-29831-10
Merrill Lynch Credit Corp VS Eduardo and Edita Chua

Dear Mr. Perez,

As per our status conference with Judge Wilson. I am requesting the original closing documents which were not provided to me at closing by lender's attorney. He had promised to mail me a copy of all the closing documents upon our closing, but never received them. I also requested these documents in my answer to your complaint, but so far I have not gotten them.

I was advised by my consulting attorney that these documents are relevant to my case and that he needs to review them. Secondly the loan was transferred several times to different institutions and if you could provide the documents regarding the loan transfer.

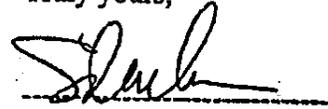
I am forwarding this letter to the chamber of Judge Wilson..

Your cooperating will be greatly appreciated. Thank you for your time.

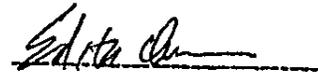
Date; 03/17/2011

FAX & MAIL
COPY TO COURT

Truly yours,



Eduardo Chua, Defendant



Edita Chua, Defendant

Eduardo S. Chua
Edith P Chua
241 Pleasant Plains Rd.
Stirling NJ 07980

Shapiro and Perez LLP
14000 Commerce Parkway, suite B
Mt Laurel NJ 08054

Re; Docket no. F 29831-10
Your File; 10-000143
Merrill Lynch VS Eduardo and Edith Chua

Dear Randy Schwartz,

As per our phone conversation. I am requesting that we moved the case management conference on January 12, 2011 to February 28 2011 or any day during the first week of March 2011. Since the six month forbearance will expire on February 26 2010. as provided by the law.

Currently we are in the process of providing the lender the informations they have requested for the modification of our loan.

Please kindly inform the court of the postponement of the case management conference to any date available after February 26,2011.

Please kindly advice me of the new date as soon as you confirm it with the court. Thank you for your time and effort.

Date; 12/01/2010

Truly yours


Eduardo S Chua

VIA FAX

Eduardo Chua
241 Pleasant Plains Rd.
Stirling, NJ, 07980
908 581 4952

Shapiro and Perez LLP
14000 Commerce Parkway
MT. Laurel 08054, NJ
Suite B

Re; F 29831-10
Merrill Lynch VS Chua

Dear Mr. Perez,

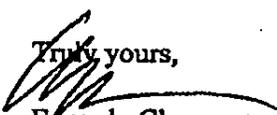
I am faxing you modification agreement. As I mentioned to you before. That my Daughter is paying the first mortgage and all household expenses including car expenses. I am currently receiving Social Security benefit in the amount of \$1,300/month. And we are working part time earning around \$500 to \$600 monthly.

If your Lender is willing to help us out and modify the loan @ 3 to 3.5 % . we will be able to pay the monthly mortgage. Please kindly work with us. Since your lender was in the same predicament when they received the Tarp money from the government during the time of their needs and therefore should understand our position.

As per our request we have not received the documents we requested from the Lender. When will the document be made available to us.? Please let me know.

Date; 05/16/2011

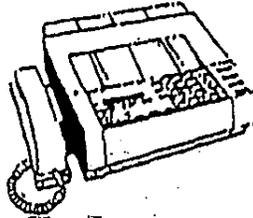
Truly yours,


Eduardo Chua
Defendant

Eduardo CHUA
241 PLEASANT PL. RD
STIRLING, N.J. 07980

MAR 18 2011
DEANELL WILSON
JUDGE SUPERIOR COURT

To: Judge Wilson
Company: CHANCEY DIVISION
Tel. No.:
Fax No.: 973-656-4059
59
From: E. CHUA



Subject: Docket # F-29831-10

Message: FAXING letter to MR PEREZ Requesting
Closing Document.

I Also Contacted the Mediation office
As per your order, yesterday they told me
that it will take around 30 DAYS to
GET BACK TO me.

Date Sent: 3/17/11

Number of pages sent (including cover page): 2

Sent by: E. Chua



Eduardo and Edita Chua
241 Pleasant Plains Rd.
Stirling, NJ 07980
908.647 7457

To Shapiro and Perez LLP
14000 Commerce Parkway
Mt. Laurel NJ 08054
Tel; 856 793 3080

Re; Docket No. F-29831-10
Merrill Lynch Credit Corp VS Eduardo and Edita Chua

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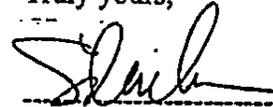
I am forwarding this letter to the chamber of Judge Wilson..

Your cooperating will be greatly appreciated. Thank you for your time.

Date; 03/17/2011

FAX & MAIL
COPY TO COURT

Truly yours,



Eduardo Chua, Defendant



Edita Chua, Defendant