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Sent: Friday, December 14, 2018 9:16 PM
To: Comments Mailbox
Subject: Public Comments - Foreclosure courts

Attn: NJ Courts

Regarding changes to court process and foreclosure,
Please accept this communication as a public comment received by deadline for comment as of Friday 12-14-18 per time stamp of emailed communication. If further identifying information is required, I will supply such upon request.

I am writing a public comment regarding amendments to NJ foreclosure courts and requesting public comments. I would like to submit the following for consideration:

Regarding Item : Rule 4:62-2

Where the addition of Certification should be disallowed, and the addition of additional language rejected to protect against spurious activities of foreclosure mills.

Reason

First Sentence - "Shall" submit originals is a "must" obligation where proof of ownership, standing is required.

Second Sentence - "may" use a certification - A certification should only relate to use of business records, accountings, servicing documents, amounts due, related records in a limited capacity. A certification of a copy should NOT aver a presumed legality or accuracy of records, where an original is required.

Affidavits should ALWAYS be used with regards to ownership and transfers.

Certifications and employee signatures have frequently entered land records and courts in a production environment with great risk of authenticity. Signatures must be original and not signed by one person on behalf of another person, especially when the use is for court proceedings and it is represented that the signature (or writings contained) are authentic articles or signings.

Impersonation fraud by these "signers" in document production is a fraud upon the court. It should be noted that paralegals or assistants are signing attorney documents as well. Attorneys are writing affidavits for employees and follow a preformatted template with fill in the blanks. These may be certified or by affidavit and w notary requirements. This is a course of conduct I have seen analyzing NJ foreclosure case documents and for which I have analyzed for authenticity and record accuracy.

These practices, involving impersonations or providing affirmations of knowledge are "creations for court" by parties without proven rights. They seek foreclosure shortcuts and some can be identified as form filling of templates when filed by the foreclosing attorneys. Typically, such a pleading which contains "run on" copy, where items are transferred not as an actual page, but as an incorporated copy for the pleading.

These Identity frauds also include using the same name by multiple parties, through borrowing an "identity" of someone with credentials, such as a notary, an actual employee, an attorney, or MERS signator. It is possible, as in the case of identity theft, that the actual person is not aware of their name and/or title is being used. Multiple people may be signing the same marks which identify a single party (who did not make the abbreviated, or stylized mark, that is used as a signature of authorship, officer, or witness).

These documents in NJ foreclosure contain items "produced" by out-of-state by document mills who regularly practice identity theft as a means to "borrow" credentials for legal process and expediency. I have seen this personally and I have researched their identities, finding addresses and signatures that do not match up to legitimate records found in county clerk records.

These are frauds on the court. The person signing is not actually the identity it presents. It is possible to have stolen identities attached as signatories, in the production of documents which create legal claims. Notary name "use" can be stolen or passed around for profit. This is also true of employees and titles in these documents.

It should be understood that a "certified copy" is not a substitute for an original note or proof of ownership where originals SHALL be presented and verified by affidavit.

My second item relates to MEDIATION. Please revise the goal-oriented purpose to reflect the spirit of homeownership and in terms of creating performing loans.

It should be understood that the mediation process outcome is not to "reduce foreclosure caseloads" and dispose of foreclosures matters, but rather THE PURPOSE OF NJ MEDIATION SHOULD BE to reduce foreclosure BY INCREASING PERFORMING LOANS among other alternatives. Where it is not feasible, Deed in lieu pursuit can be negotiated with favorable terms of move out and transfer. Both of these, resolve foreclosure, but "investors" that are legitimate, do not want to lose income and principal would prefer performing loans. Parties seeking quick foreclosures over modification are suspect.

A "performing loan" resolves NJ foreclosure complaints by removal from the docket, hence reducing overall foreclosure statistics in a POSITIVE AND BENEFICIAL manner, to both Homeowner and Investor.

It should be noted that some of this verbiage gives a foreclosure complainant undue control over a homeowner, by their ability to simply not show up. In these cases, the FC complainant should be charged a fee for non-cooperation, which should help fund the costs of the mediation system. Such fees should not be charged to a struggling homeowner.

Also, some responsible parties may not be available for a variety of reasons which are valid. A homeowner should not be penalized where a co-signer or other responsible party has refused cooperation. The court should provide an explanation to homeowners needing an exemption for this requirement. Most notably would be cases involving abuse and coercive control amongst divorced parties.

Thank you for taking the time to read my public comments on this matter.

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