

S. Bruce Equine

Albert Thomas

(Your Name(s))
309 Fellowship Rd, St. 200

(Your Mailing Address)
Mt. Zarek, NJ 08054

877 404.6487

Your Daytime Telephone Number)

Defendant(s) Pro Se

RECEIVED

FEB 26 2013

SUPERIOR COURT
CLERK'S OFFICE

UMAC Mtg et al.

(Name of party that filed foreclosure complaint)

Plaintiff(s)

Vs.

Albert Thomas

(Name of first defendant listed on the complaint)

Defendants(s)

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION - GENERAL EQUITY

Mercer COUNTY

(County where property is located, or "Mercer" for an objection to the Order to Show Cause)

Docket No F- 025354-12
(see instructions for the correct docket number to use)

Objection to: (check one)

Order to Show Cause

Corrected Notice of Intention to Foreclose

I/We Albert Thomas

(filing party or parties)

, the defendant(s) in the foreclosure matter

(caption and docket number if different from above)

, hereby object

to the Plaintiff's filing of:

an Order to Show Cause

a corrected Notice of Intention to Foreclose

for the following specific reasons:

**Describe specific objections in numbered paragraphs.
Please attach additional pages if necessary.**

See attached.

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

Date: 2.26.12

Signature D. Pauer, Equin
Stephanie Pauer Equin
(print or type your name)

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SUPERIOR COURT
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Stephanie J Brown, Esquire
Attorney at Law
The Law Firm of Diaz & Associates, P.A.
309 Fellowship Road, Suite 200
Mt Laurel, New Jersey 08054
877-404-6487

IN RE APPLICATION BY GMAC)	SUPERIOR COURT OF NEW JERSEY
MORTGAGE, LLC TO ISSUE)	CHANCERY DIVISION
CORRECTED NOTICE OF INTENT)	MERCER COUNTY
TO FORECLOSE ON BEHALF OF)	
IDENTIFIED FORECLOSURE	}	DOCKET NUMBER F-025354-12
PLAINTIFFS IN UNCONTESTED CASES	}	
	}	
)	
PLAINTIFF)	
	}	
V)	
ALBERT S THOMAS,)	
)	
DEFENDANT))	<u>CIVIL ACTION</u>
)	
)	<u>OBJECTION TO ORDER TO</u>
	}	<u>SHOW CAUSE</u>

OBJECTION TO ORDER TO SHOW CAUSE

1. Defendant, Albert S. Thomas, objects to Plaintiff's ability to continue in this Foreclosure action, as Defendants are entitled to the protections and requirements set forth in the New Jersey Fair Foreclosure Act ("FFA"), N.J.S.A. 2A 50-53 et. Seq Mortgage requires the sending of a proper Notice of Intent to Foreclose, by registered or certified mail, return receipt requested Defendants deny receiving same To the extent that any Notice of Intent to foreclose was served upon Defendants, that Notice was not in compliance with the requirements of the Fair Foreclosure act as set forth in N.J.S.A. 2A 50-56(c) Defendant, Albert S. Thomas, further objects as the the Notices of Intention to Foreclose did neither notify Defendant of the Bank's status as lender nor did the notices provide the Bank's name or address. The Fair

Foreclosure Act requires that the residential mortgage lender notify the borrower in the Notice of Intent of its status as the lender. *See N.J.S.A. 2A:50-56(c)(11)*. No proof has ever been offered that the Bank owned or controlled the underlying debt secured by the mortgage.

2. In addition to the deficiencies in the notice requirement, Defendant, Albert S. Thomas, objects as the Plaintiff lacks standing. Plaintiff does not possess legal capacity to sue, as there is a defect in the chain of assignments of the mortgage and that Plaintiff, as the holder of the note and mortgage, is improper. The assignment in which Plaintiff was assigned the first mortgage was invalid since there was an improper chain of assignments prior to the assignment involving Plaintiff. To the extent that the plaintiff has securitized the mortgage in question, Plaintiff's chain of assignments between the parties in the securitization has been broken and/or the Mortgage and Note have potentially been separated, ultimately causing the note to become an unsecured debt and the Note and the Deed of Trust/Mortgage unalienable. Once trust certificates have been issued, the note cannot be transferred, sold, or conveyed in a legal legitimate way. The securitized note changes the nature of the instrument in an irreversible way. The individual notes have been blended into a pool and can never be extracted whole again from the pool of notes. It is not possible to remove an individual note from the pool once it has been combined, and no investor owns a particular note. To the extent that the mortgage incorporates MERS as a nominee for the original mortgagee, the Plaintiff has not provided substantive evidence of the assignment or other transaction of this nomination from the original mortgagee to MERS and of any similar transaction to the named Plaintiff. Further, the Department of Banking and Insurance of New Jersey does not list MERS

as a licensed entity in New Jersey As such, Plaintiff not be entitled to enforce an action where the mortgage is not licensed in the State

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3. Defendant, Albert S. Thomas, further objects as the Notice of Intention required by the FFA was meant to give "timely and clear notice" that a defaulting homeowner must respond immediately to stop foreclosure. The clear purpose of the statute is to protect a homeowner by including the name and address of the "lender" and not just the loan servicer - in the notice of intent to foreclose. Defendant was not provided with such an opportunity.

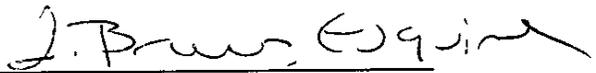
4. Defendant, Albert S. Thomas, further objects as he was misled and confused by the Bank's communications with him regarding potential loan modification while also prosecuting the foreclosure action. In addition, despite Defendant's attempts to seek a loan modification and/ or refinance the mortgage debt referenced in this complaint, Defendant's attempts to mitigate the damages sought by Plaintiff were continuously thwarted by Plaintiff Defendant's efforts to provide Plaintiff with application documents for modification and/or refinance programs were denied due to the delays in consideration and processing lost paperwork resulting in repeated requests for documents and failure to consider Defendant for government assisted programs Accordingly, the alleged mortgage should be voided and unenforceable Any alleged mortgage should be voided and unenforceable Any alleged loss to the Plaintiff is caused by the actions of Plaintiff and/or the fraud of third parties over which the Defendant has no control

5. Defendant, Albert S. Thomas, further objects as Plaintiff is in violation of the Truth in Lending Act, 15 U S C A 1601 et Seq , since required disclosures were not made at the

time of the closing of the loan. For example, Section 131(g) of the Truth in Lending Act requires the new owner or assignee of a mortgage loan to notify the borrowers in writing within 30 days after the mortgage loan is sold or otherwise transferred. To the extent that Plaintiff has asserted any transfer(s) of ownership or assignment of the mortgage being made, Plaintiff has failed to demonstrate that it has notified Defendants within the requirements set forth above.

WHEREFORE, Defendant objects to the Plaintiff's ability to continue in this Foreclosure Action and respectfully requests that, pursuant to *N.J.S.A. 2A:50-56(c)(11)*, the Plaintiff's Complaint be dismissed, with prejudice.

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STEPHANIE J. BROWN, ESQUIRE

February 26, 2013

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Objection to the Order to Show Cause was served on Plaintiff's counsel, by First Class mail, on today's date, as well as sent electronically.

D. Brian O'Dell, Esquire

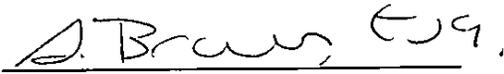
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Dated: February 26, 2013