

FILED Aug 16, 2013

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AUG 16 2013

CK 2152
135
B-201
8-16-13

ALON AVNI

(Your Name(s))

223 Riveredge Rd, Tenafly, NJ 07670

(Your Mailing Address)

SUPERIOR COURT
CLERK'S OFFICE
Superior Court of New Jersey
Chancery Division
General Equity

(Your Daytime Telephone Number)

CITIBANK, NA, CITI RESIDENTIAL LENDING, INC.

CITI MORTGAGE INC. & CITI FINANCIAL SERVICES, INC BERGEN County

(Name of company or bank that filed the foreclosure complaint)

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

Docket No F- 08636-10

Plaintiff(s),

vs.

ALON AVNI

(Name of first defendant listed on the complaint)

Defendant(s),

CIVIL ACTION

OBJECTION TO: (select one)

- Order to Show Cause
- Corrected Notice of Intention to Foreclose

I/We ALON AVNI, the defendant(s) in the foreclosure matter
(filing party or parties)

hereby object

(caption and docket number if different from above)

to the Plaintiff's filing of the (select one)

Order to Show Cause Corrected Notice of Intention to Foreclose for the following specific reasons:

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

- ① The PLAINTIFF(S) LACK STANDING to file a Foreclosure Action
- ② The PLAINTIFF IS NOT the holder of the NOTE, AND Mortgage
- ③ TO DATE the PLAINTIFF HAVE provided A bona fide NOTICE OF INTENTION to Foreclose
- ④ It is UNKNOWN who the OWNER of the NOTE + MORTGAGE IS.
- ⑤ Sixteen lenders are listed AS owners, I object to the INITIAL FILING OF the SUMMONS & COMPLAINT which WAS Bogus.

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

August 9th 2013

Date

Signature

ALON AVNI

Print or Type Name

Certification of Service

8/9/2013

I hereby certify that on _____ I sent my objection to the following parties by: (Select which mailing method you chose. If you sent it by both regular and certified mail, check both.

regular mail certified mail other _____

List each party to the lawsuit; send your opposition to the attorney if the party is represented by counsel; if the party is pro se you may send the papers directly to that individual.

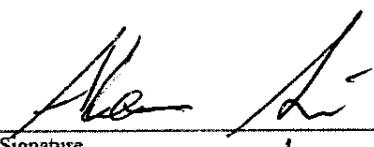
Name KNOVATIN KLINGMAN LLC
Address 60 PARK PLACE, Suite 1100
NEWARK, NJ. 07102

Name PAUL WEISS, RIFKIND, WHARTON
GARRISON, LLP
Address 1285 AVE. OF THE AMERICAS
NEW YORK NY 10019-
6064

Attorney for CITIBANK N.A., CITI RESIDENTIAL LENDING, INC
CITI MORTGAGE INC. & CITI FINANCIAL, INC

Attorney for _____

Date 8/9/2013


Signature
ALON AVNI
Print or Type Name

From: Mr. Alon Avni
223 Riveredge Rd.
TENAFLY, NJ. 07670

Date: 8/13/2013

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION Hudson COUNTY

RE: F-107318-13 Office of Foreclosure
Office of the Clerk
ATT. Foreclosure Unit
Hughes Justice Complex
25 West Market St. CN 971
Trenton, NJ. 08625

Dear Sir or Madam:

I am the defendant in the above-referenced matter. Enclosed for filing please find an original and one copy of the following documents:

1. Answer, Defenses and Counterclaims;
2. Case Information Statement;
3. Defendant's Demand for the Production of Documents;
4. Certification of Service;
5. Filing Fee Waiver Request OR check for \$135.00 payable to Treasurer, State of New Jersey

Please stamped these documents "filed" and return a copy to me in the enclosed self-addressed, stamped envelope.

Thank you for your assistance. Please contact me if you have any questions.

Very truly yours,

Signed: Alon Avni

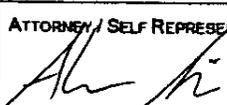
Print Name: ALON AVNI

RECEIVED

AUG 16 2013

SUPERIOR COURT
CLERK'S OFFICE

Appendix XII-B2

FORECLOSURE CASE INFORMATION STATEMENT (FCIS)		PAYMENT TYPE: <input type="checkbox"/> CK <input type="checkbox"/> CG <input type="checkbox"/> CA <input type="checkbox"/> MO	
 <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>		RECEIPT NO.	
		AMOUNT.	
		OVERPAYMENT.	
		BATCH NUMBER.	
		BATCH DATE.	
SECTION A: TO BE COMPLETED BY ALL PARTIES			
CAPTION Citi Bank, NA, Citi Residential Lending Inc Citi Mortgage Inc & Citi Financial Services, Inc		COUNTY OF VENUE HUDSON	
NAME(S) OF FILING PARTY(ES) (e.g. John Doe, Plaintiff) ALON AVNI		DOCKET NUMBER (when available) F-017318-13	
ATTORNEY NAME (IF APPLICABLE) N/A		DOCUMENT TYPE <input type="checkbox"/> COMPLAINT <input checked="" type="checkbox"/> ANSWER <input type="checkbox"/> OTHER	
FIRM NAME (IF APPLICABLE)		DAYTIME TELEPHONE NUMBER	
MAILING ADDRESS 223 Riveredge Rd. Tenafly, NJ 07670			
SECTION B: TO BE COMPLETED BY PLAINTIFF TO INITIAL COMPLAINT			
FORECLOSURE CASE TYPE NUMBER <input type="checkbox"/> 088 IN PERSONAM TAX FORECLOSURE <input type="checkbox"/> 089 IN REM TAX FORECLOSURE <input checked="" type="checkbox"/> 0RF RESIDENTIAL MORTGAGE FORECLOSURE <input type="checkbox"/> 0CF COMMERCIAL MORTGAGE FORECLOSURE <input type="checkbox"/> 0CD CONDOMINIUM OR HOMEOWNER'S ASSOCIATION LIEN FORECLOSURE <input type="checkbox"/> 091 STRICT FORECLOSURE <input type="checkbox"/> 0FP OPTIONAL FORECLOSURE PROCEDURE (NO SALE) <input type="checkbox"/> 0TS TIME SHARE FORECLOSURE		IS THIS A HIGH RISK MORTGAGE PURSUANT TO P.L.2009,C.84 AND P.L.2008,C.127 <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO PURCHASE MONEY MORTGAGE <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO RELATED PENDING CASE <input type="checkbox"/> YES <input type="checkbox"/> NO IF YES, LIST DOCKET NUMBERS:	
FULL PHYSICAL STREET ADDRESS OF PROPERTY: 532 66th Street West New York, NJ 07093 ZIP CODE 07093 COUNTY:		MUNICIPALITY CODE (*) 0912 MUNICIPAL BLOCK: 2803 (LOTS) 161	
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 ALON AVNI, PRO SE	
		DATE 8/13/2013	

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

NAME: Mr Alon Avni
ADDRESS: 223 Riveredge Rd.
TENAFLY, NJ. 07676
TELEPHONE: _____
Defendant Pro Se

CITIBANK NA, Citi Residential : SUPERIOR COURT OF NEW JERSEY
Lending INC : CHANCERY DIVISION
Citi Mortgage & Citi Financial : HUDSON COUNTY
SERVICES INC : (County where the foreclosure complaint was filed)
(Name of company or bank that filed the foreclosure complaint)

Plaintiff,

DOCKET NO. F- 107318-13
(Assigned by the court at the time of the filing of the
foreclosure complaint)

vs.

Civil Action

ALON AVNI
(Name of homeowner)

Verified

Defendant,

CONTESTING ANSWER, DEFENSES
AND COUNTERCLAIMS

CONTESTING ANSWER

Defendant by way of Answer to the Complaint in Foreclosure says:

AS TO THE FIRST COUNT:

Defendant admits the allegations in the following paragraphs of the first count of the
complaint: _____, except that defendant *denies* the following *parts* of these
(list the numbers of the paragraphs)

allegations: _____
(write out the parts of the allegations that you deny)

Defendant denies the allegations in the following paragraphs of the first count of the
complaint: _____
(list the numbers of the paragraphs)

Defendant does not have enough knowledge or information to answer the following

Defendant admits the allegations in the following paragraphs of the second count of the complaint: NA, except that defendant *denies* the following *parts* of these allegations: _____
(list the numbers of the paragraphs) (write out the parts of the allegations that you deny)

Defendant ~~denies~~ the allegations in the following paragraphs of the second count of the complaint: NA
(list the numbers of the paragraphs)

Defendant does not have enough knowledge or information to answer the following paragraphs of the ^{FIRST} ~~second~~ count of the complaint: 1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 12a, 12b, 12c
(list the numbers of the paragraphs with allegations that defendant needs more information about)
13. 14a b, c, d, e, 15. 16. 17. 18 (count 1. 1, 2)

DEFENSES

(INSTRUCTIONS: CROSS OUT ANY PARAGRAPHS UNDER "DEFENSES" THAT DO NOT APPLY TO YOU (DEFENDANT))

FIRST SEPARATE DEFENSE (Fair Foreclosure Act)

1. Plaintiff's Complaint seeks to foreclose upon a "residential mortgage" as defined by the New Jersey Fair Foreclosure Act, N.J.S.A. 2A:50-53 *et. seq.*, and therefore Defendant is entitled to the protections and requirements set forth in the Fair Foreclosure Act.

2. Plaintiff failed to comply with the Fair Foreclosure Act in some or all of the following ways:

RE: DOCKET NO F 017318-13
CITIMORTGAGE v AVNI

AS TO THE Second COUNT Citi Mortgages, INC

Defendant does not have enough knowledge or information to answer the following paragraphs :

3, 4, 1

RE: DOCKET NO F 017318-13
CITIMORTGAGE v AVNI

AS TO THE third COUNT Citi Financial, INC

Defendant does not have enough knowledge or information to answer the following paragraphs :

5. , 6.

RE: DOCKET NO F 017318-13
CITIMORTGAGE v AVNI

AS TO THE Fourth COUNT *Citi Financial Services, Inc*

Defendant does not have enough knowledge or information to answer the following paragraphs :

7. 8

RE: DOCKET NO F 017318-13
CITIMORTGAGE v AVNI

AS TO THE FIFTH COUNT

Defendant does not have enough knowledge or information to answer the following paragraphs :

9 10

RE: DOCKET NO F 017318-13
CITIMORTGAGE v AVNI

AS TO THE Sixth COUNT *Centigroup Global Markets Realty Corp*

Defendant does not have enough knowledge or information to answer the following paragraphs :

11. 12

RE: DOCKET NO F 017318-13
CITIMORTGAGE v AVNI

AS TO THE Seventh COUNT *Federal Home Loan Mortgage Corp.*

Defendant does not have enough knowledge or information to answer the following paragraphs :

13, 14

RE: DOCKET NO F 017318-13
CITIMORTGAGE v AVNI

AS TO THE eighth COUNT ABNO Amro Mortgage Group, INC

Defendant does not have enough knowledge or information to answer the following paragraphs :

15_16

RE: DOCKET NO F 017318-13
CITIMORTGAGE v AVNI

AS TO THE 9th COUNT

BANK OF New York Mellon Trust NA
FKA The BANK OF New York Trust Co. NA

Defendant does not have enough knowledge or information to answer the following paragraphs :

17. 18

RE: DOCKET NO F 017318-13
CITIMORTGAGE v AVNI

AS TO THE 10th COUNT BAYVIEW LOAN SERVICE LLC

Defendant does not have enough knowledge or information to answer the following paragraphs :

19, 20

RE: DOCKET NO F 017318-13
CITIMORTGAGE v AVNI

AS TO THE 11th COUNT *CLIFTON SAVINGS BANK*

Defendant does not have enough knowledge or information to answer the following paragraphs :

21. 22

RE: DOCKET NO F 017318-13
CITIMORTGAGE v AVNI

AS TO THE 12th COUNT US BANK NATIONAL ASSOCIATION AS
Trustee of Citigroup Mortgage Loan
Trust LLC

Defendant does not have enough knowledge or information to answer the following paragraphs :

23, 24

RE: DOCKET NO F 017318-13
CITIMORTGAGE v AVNI

AS TO THE 13th COUNT US BANK N.A as Trustee of Citigroup
MORTGAGE LOAN TRUST INC. ASSET BACKED PASS THROUGH CERT. SERIES
2006 - FRI UNDER POOLING + SERVING AGREEMENT. DATED: 12/1/2006
Defendant does not have enough knowledge or information to answer the following paragraphs :

25, 26

RE: DOCKET NO F 017318-13
CITIMORTGAGE v AVNI

AS TO THE 14th COUNT US BANK N.A. AS TRUSTEE IN TRUST FOR
the registered certificate holders of Citigroup Mortgage Loan Trust
2007 AMC2 ASSET BACKED PASS THROUGH CERTIFICATE SERIES 2007
Defendant does not have enough knowledge or information to answer the following paragraphs: AMC2

27, 28

RE: DOCKET NO F 017318-13
CITIMORTGAGE v AVNI

AS TO THE 15th COUNT US BANK N.A., AS TRUSTEE OF Citi group
Mortgage Loan Trust Inc. Asset backed Pass through Certificates Series
2007 - AMCY under Pooling + Servicing Agreement 6-1-2007 w/ RPLKRC
Defendant does not have enough knowledge or information to answer the following paragraphs :

29, 30

RE: DOCKET NO F 017318-13
CITIMORTGAGE v AVNI

AS TO THE 16 COUNT *Wells Fargo BANK USA*

Defendant does not have enough knowledge or information to answer the following paragraphs :

31, 32

RE: DOCKET NO F 017318-13
CITIMORTGAGE v AVNI

AS TO THE 17th COUNT CASES IN WHICH GAPS IN TITLE
MAY EXIST

Defendant does not have enough knowledge or information to answer the following paragraphs :
AND DENIES THIS BROAD APPROACH TO FIX A BREACH
IN THE CHAIN OF TITLE WHICH WOULD INVALIDATE THE

holder of note

33

(a) Plaintiff failed to serve Defendant with a proper Notice of Intent to Foreclose, by registered or certified mail, return receipt requested at least thirty (30) days in advance of the filing of the Complaint; and/or

(b) To the extent that a Notice of Intent to Foreclose was served upon Defendants, that Notice did not comply with the requirements of the Fair Foreclosure Act as enumerated in N.J.S.A. 2A:50-56(c).

3. Based on the foregoing, the court lacks subject matter jurisdiction to hear Plaintiff's Complaint for Foreclosure.

WHEREFORE, Defendant demands judgment dismissing the Complaint without prejudice for lack of subject matter jurisdiction and/or failure to state a claim upon which relief may be granted.

SECOND SEPARATE DEFENSE

The alleged mortgage is void and unenforceable and Plaintiff's claim is barred because the mortgage was procured by fraud and/or any alleged loss to the Plaintiff is caused by the fraud of the Plaintiff and/or the fraud of third parties over which the Defendant has no control.

THIRD SEPARATE DEFENSE (Truth in Lending Act)

1. The transaction alleged in Plaintiff's Complaint is a consumer transaction that involved a non-purchase money mortgage secured by Defendant's primary residence.

2. At all times relevant hereto, Plaintiff or Plaintiff's alleged assignor was a creditor under the federal Truth in Lending Act, 15 U.S.C.A. § 1601 *et seq.* ("TILA") that was required to provide notices of the right to rescind the mortgage and deliver material disclosures to Defendant.

3. Plaintiff or Plaintiff's alleged assignor failed to comply with TILA by failing to

provide Defendant with proper and accurate written rescission notices and accurate material disclosures as required by TILA.

4. The TILA violations complained of herein were apparent on the face of the assigned documents, resulting in assignee liability pursuant to 15 U.S.C. § 1641(e).

5. In light of these violations, Defendant was and is entitled to rescind the mortgage.

6. Defendant exercised his/her right to rescind the mortgage on or about
 N/A by sending a Notice of Rescission of
(Date on which defendant mailed rescission notice to plaintiff)

Mortgage to Plaintiff, by certified mail, return receipt requested.

7. By virtue of the foregoing, the mortgage which is the basis of Plaintiff's Complaint is rescinded, and Plaintiff's alleged security interest in Defendant's primary residence is void by operation of law.

WHEREFORE, Defendant demands judgment dismissing the Complaint with prejudice, and awarding actual and statutory damages, attorneys fees and costs pursuant 15 U.S.C. § 1640(a)(2)(A)(iii).

FOURTH SEPARATE DEFENSE

The Plaintiff's claim is barred because any alleged loss to the Plaintiff is caused by its own negligence, or the negligence of third parties over which the Defendant has no control.

FIFTH SEPARATE DEFENSE

The Plaintiff's claim is barred because of the doctrine of unclean hands.

SIXTH SEPARATE DEFENSE

The Plaintiff's claim is barred because of the Plaintiff's failure to add indispensable parties.

SEVENTH SEPARATE DEFENSE

The Plaintiff's claim is barred because the Plaintiff lacks standing and/or is not a real party in interest.

EIGHTH SEPARATE DEFENSE

The Plaintiff's claim is barred because of the Entire Controversy Doctrine.

NINTH SEPARATE DEFENSE

Defendant contests the amount Plaintiff claims is due for any or all of the following reasons:

1. interest was not calculated in the manner prescribed by the note;
2. the amount claimed due does not account for payments made by Defendant;
3. the amount claimed due includes unreasonable and excessive fees not permitted by the note and/or not actually incurred by the Plaintiff.

COUNTERCLAIMS

(INSTRUCTIONS: CROSS OUT ANY PARAGRAPHS UNDER "DEFENSES" THAT DO NOT APPLY TO YOU (DEFENDANT))

**FIRST COUNT
(Consumer Fraud)**

1. Defendant repeats and realleges all paragraphs above as if fully set forth herein.
2. Plaintiff or Plaintiff's predecessor in interest engaged in unconscionable

commercial practices, deception, fraud, false pretense, false promise and/or misrepresentations with regard to the subject mortgage.

3. Alternatively, or in addition, Plaintiff or Plaintiff's predecessor in interest engaged in acts of omission, including but not limited to knowing concealment, suppression and omissions of material facts in connection with the subject mortgage.

4. Specifically,

(Insert specific and detailed facts about any unfair or deceptive action that you think made your loan unfair (predatory))

The PLAINTIFF clearly does NOT have
A clean chain of title to the note +
Mortgage
The PLAINTIFF HAS STANDING in this matter

5. The foregoing acts of Plaintiff constitute violations of New Jersey's Consumer Fraud Act, N.J.S.A. 56:8-2 at seq., as a result of which Defendant suffered ascertainable loss.

WHEREFORE, Defendant seeks judgment against Plaintiff as follows:

- A. Declaratory and injunctive relief declaring the mortgage void and unenforceable;
- B. Declaratory and injunctive relief rescinding and/or reforming the mortgage;
- C. Awarding actual damages;
- D. Awarding treble damages;
- E. Awarding costs and attorneys fees; and
- F. Granting such other relief as the court deems just and equitable.

SECOND COUNT
(Violations of the Truth in Lending Act)

1. Defendant repeats and realleges all paragraphs above as if fully set forth herein.
2. The transaction alleged in Plaintiff's Complaint is a consumer transaction that

involved a non-purchase money mortgage secured by Defendant's primary residence.

3. At all times relevant Plaintiff or Plaintiff's assignor was a creditor under the federal Truth in Lending Act, 15 U.S.C.A. § 1601 *et seq.* ("TILA") that was required to provide notices of the right to rescind the mortgage and deliver material disclosures to Defendants.

4. Plaintiff or Plaintiff's alleged assignor failed to comply with TILA by failing to provide Defendant with proper and accurate written rescission notices and accurate material disclosures as required by TILA.

5. The TILA violations complained of herein were apparent on the face of the assigned documents, resulting in assignee liability pursuant to 15 U.S.C. § 1641(e).

6. In light of these violations, Defendant was and is entitled to rescind the mortgage.

7. Defendant exercised his/her right to rescind the mortgage on or about

 12/14 by sending a Notice of Rescission of Mortgage to
(Date defendant mailed rescission notice to plaintiff)

Plaintiff via regular and certified mail, return receipt requested.

8. Plaintiff failed to comply with its rescission obligations under TILA.

WHEREFORE, Defendant seeks a judgment as follows:

A. Declaratory and injunctive relief enforcing rescission of the mortgage, including a declaration that Defendant is not liable for any finance charge or other charge imposed in connection with the transaction;

B. Declaratory and injunctive relief voiding the mortgage;

C. Awarding actual damages;

E. Awarding statutory damages;

F. Awarding attorneys fees and costs; and

G. Granting such other relief as the court deems just and equitable.

Dated: 8/13/2013
(Date on which defendant signs this document)

By: [Signature]
(Defendant's signature) Defendant *Pro Se*

(Defendant's name printed)
ALON AVNI

CERTIFICATION PURSUANT TO RULE 4:5-1

The undersigned does hereby certify that the matter in controversy is not the subject of any other pending lawsuits, proceedings or arbitrations in existence or currently contemplated of which I am aware.

SERVICE UPON ATTORNEY GENERAL

Service of a copy of the Answer, Defenses, and Counterclaims in this matter is being made upon the Attorney General of the State of New Jersey, pursuant to the Consumer Fraud Act for the purpose of encouraging intervention, by mailing a copy of said complaint to Anne Milgram, Attorney General, Office of the Attorney General, Hughes Justice Complex, P.O. Box 080, 25 West Market Street, Trenton, NJ 08625-0080.

Dated: 8/13/2013
(Date on which defendant signs this document)

By: [Signature]
(Defendant's signature) Defendant *Pro Se*
ALON AVNI
(Defendant's name printed)

NAME: ALON AVNI
ADDRESS: 223 Riveredge Rd
TENAFLY NJ 07676
TELEPHONE: _____
Defendant Pro Se

Citi BANK NA. Citi Residential Lending, Inc
Citi Mortgage Inc
Citi Financial Services Inc
Plaintiff, INC

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION
HUDSON COUNTY
DOCKET NO. F- 07318-13
Civil Action

ALON AVNI

Defendant.

DEFENDANT'S DEMAND FOR THE
PRODUCTION OF DOCUMENTS
PURSUANT TO R. 4:18-1 and 4:18-2

TO: KROVATIN KLINGEMAN LLC / Park Weiss Rifkind LLP
60 PARK PLACE Suite 1100
NEWARK, NJ 07102 / 1285 Ave. of Amer.
NYC, NY 10019-6064

Pursuant to Rule 4:18-1 et seq., Defendants hereby demand that Plaintiff produce the documents called for by Schedule A and the annexed Definitions and Instructions hereto at

223 Riveredge Rd. Tenafly NJ 07676

within 35 days after service of this request as prescribed by the Rules of Court.

Dated:
8/13/2013

BY: ALON AVNI
Print Name:
Defendant Pro Se

INSTRUCTIONS

1. Please furnish all documents within the possession, custody or control of the party to whom these requests are directed, including but not limited to all documents in the possession, custody or control of the party's accountants, affiliates, auditors, agents, employees, officers, directors, shareholders, contractors, or other personnel.

2. Each request for a document calls for not only the final document, but also any drafts or non-identical versions of the document that exist within the possession, custody or control of the party to whom these requests are directed. A document with handwritten notes, editing marks, or any other notations or markings shall be deemed to be non-identical to any version of the document not bearing such modifications, and shall be produced.

3. If any document requested is withheld by reason of a claim of privilege or otherwise, please furnish the following information with regard to the withheld document:

- (a) The date of the document;
- (b) An identification of its author(s); and
- (c) An identification of each person who received a copy of the document, viewed the document, and/or has custody of the document.

4. In the event that any document covered by these requests has been misplaced, destroyed, erased, or cannot be located, identify each such document and provide the following additional information:

- (a) Set forth a detailed description of the contents of the document;
- (b) Identify each person who wrote or edited the document, and the employer, business, and title or position of each;

(c) Identify all intended recipients of the document, all other known recipients of the document, and the employer, business, title or position of each;

(d) State the last known location of the document;

(e) Set forth the due diligence undertaken by the party to whom these request are directed in order to obtain the document;

(f) Set forth the reason for the inability to produce the document;

(g) If the document was destroyed, state the date on which the document was destroyed, the reason why the document was destroyed, and identify the person(s) who authorized the document to be destroyed and/or who destroyed the documents.

5. Please identify the source of any document(s) that are produced.

6. These requests shall be deemed to be on-going and continuing in nature so as to require continuous supplemental responses if the party to whom they are addressed obtains further information between the time responses are served and the time of trial.

DEFINITIONS

1. "You," "your" and "yourself" refer to the party to whom the following requests are addressed, and its agents, representatives, officers, directors and employees.

2. "Person" means natural persons, firms, proprietorships, associations, partnerships, corporation, and every other type of organization or entity.

3. "Identify" means when used in reference to:

(a) A document, to state separately (i) its description (e.g., letter, report, memorandum, etc.), (ii) its date, (iii) its subject matter; (iv) the identity of each author or signer, (v) its present location, and (vi) the identity of its custodian.

(b) An oral statement, communication, conference or conversation, to state separately (i) its date and the place where it occurred; (ii) its substance; (iii) the identity of each person making the statement or participating in the communication, conference or conversation; and (iv) the present location and custodian of all notes, memoranda, or other documents memorializing, referring to or relating to the subject matter of the statement, communication, conference or conversation.

(c) a natural person or persons, to state separately (i) the full name of each such person; (ii) his or her present, or last known business address and his or her present, or last known residential address; and (iii) the employer of the person at the time to which the interrogatory answer is directed and the person's title or position at that time;

(d) an organization or entity other than a natural person (e.g., a corporation, company, firm, association, or partnership), to state separately (i) the full name and type of organization or entity; (ii) the date and state of organization or incorporation; (iii) the address of its principal place of business; and (iv) the nature of the business conducted.

4. "Document" means any written, typed, printed, recorded, computer generated, or graphic matter, however produced or reproduced, of any type or description regardless of origin or location (including but not limited to documents located on computer disks, drives, tapes, or networks), including without limitation all correspondence, records, tables, charts, analyses, graphs, schedules, reports, memoranda, notes, lists, calendar and diary entries, letter (sent or received), telegrams, telexes, messages (including, but not limited to, reports of telephone conversations or conferences), studies, books, periodicals, magazines, booklets, circulars, bulletins, instructions, papers, files, minutes, other communications (including, but not limited to inter and intra office communications), questionnaires, contracts, memoranda, agreements,

assignments, licenses, ledgers, books of account, orders, invoices, statements, bills, checks, vouchers, notebooks, receipts, acknowledgements, photographs, photographic negatives, tape or other mechanical recordings, transcripts or logs of any such recordings, all other data compilations from which information can be obtained, or translated if necessary, and any other tangible thing of a similar nature.

5. Information "relates to" or "pertains to" a particular fact, matter or event when it tends to prove or disprove that fact, matter or event, or contains information concerning, explaining, relating, or providing a background for understanding that fact, matter, or event or could lead to additional relevant information concerning, explaining, relating or providing a background for understanding the fact, matter or event, or was produced, altered or signed as a part of or as a result of that fact, matter, or event.

6. The term "subject matter of this litigation" means any and all matters described or alleged in any complaint, answer, defense, or counterclaim, filed in this action by any party.

7. "Premises" refers to the property that is the subject of the above-captioned matter.

8. The singular shall be deemed to include the plural and vice versa. The feminine shall be deemed to include the masculine and vice versa. The word "and" shall be deemed to include the word "or" and vice versa.

9. "Party" means any person or entity specifically named in this matter, in addition to any known subsidiaries, affiliates, acceptance corporations, holding companies, parent companies or the like.

SCHEDULE A

1. Any and all documents that pertain to Defendant(s) and/or the mortgage loans at issue in this litigation, including without limitation all documents that were prepared, generated, and/or reviewed by Plaintiff in connection with the application, underwriting, review, credit assessment, approval, funding, closing, recording, collection, purchase, sale or assignment of the mortgage loan at issue in this litigation.

2. All documents in Plaintiff's possession or available to Plaintiff that establish its standing to bring a foreclosure action or enforce a security agreement or mortgage, including but not limited to:

a. Copies of all contracts, documents, agreements and other disclosure forms written communications, notes, memoranda and records concerning the note and mortgage that are the subject of this action, including attorney fee contracts.

b. Copies of all receipts for payments made by or to and/or received by the plaintiff concerning the note and mortgage that are the subject of this foreclosure action.

3. All documents in Plaintiff's possession or available to Plaintiff that establish that it is the legal, beneficial or equitable owner of the promissory note that is the subject of this foreclosure action.

4. All documents in Plaintiff's possession or available to Plaintiff that identify what entity or entities are the beneficial owner of the subject promissory note that is this foreclosure action.

5. Any and all assignments of the mortgage at issue in this litigation, whether the assignment is recorded or unrecorded.

6. Documents related to the endorsement and/or negotiation of the Promissory Note which is the subject of this litigation.

7. The original Promissory Note and any and all allonges

8. Any and all documents related to the physical transfer of any Promissory Note.

9. The complete mortgage loan file including but not limited to any and all versions of the following:

- a. any and all applications made by or on behalf of Defendant(s) for a mortgage loan;
- b. any and all documents pertaining to credit worthiness of Defendant(s), including but not limited to any credit report(s) obtained as to Defendant(s);

- c. any and all documents pertaining to title and lien searches and/or title insurance obtained or requested including but not limited to title insurance;
- d. any and all document pertaining to the determination of the terms of the mortgage loans at issue in this litigation;
- e. any and all agreements between any persons or entities that pertain to the mortgage loan at issue in this litigation;
- f. any and all commitment letters;
- g. copies of both sides of each and every check issued to any person or entity in connection with the mortgage loan at issue in this litigation, whether or not the subject payment was charged to Defendant(s), or financed by the loan proceeds;
- h. any and all correspondence between and person or entity and Defendant(s), including proof of mailing and/or receipt where available;
- i. any and all Good Faith Estimates;
- j. any and all Truth in Lending Disclosure Statements;
- k. any and all United States Department of Housing and Urban Development Settlement Statements (HUD 1);
- l. any and all documents pertaining in any way to any determination of the value of the premises, including but not limited to appraisal reports;
- m. copies of any proof of identification produced by Defendant(s);
- n. any and all loan transaction histories, or other documentation of payments made by Defendant(s);
- o. any and all loan telephone logs reflecting telephone communication between Plaintiff and/or its agents and/or servicers of the mortgage loan at issue and Defendant(s) and/or any person answering the Defendant(s)'s telephone; and
- p. any and all memoranda, notes, worksheets, analyses or log entries prepared in connection with the mortgage loan at issue in this litigation.

10. All documents containing the statements, recollections, or impressions of witnesses with knowledge of any aspect of any mortgage loan made to Defendant(s).

11. Any and all documents that pertain to the mortgage loan at issue in this litigation and/or the subject matter of this litigation.

12. Any and all documents that pertain to real estate appraisals, broker price opinions and/or inspections of the premises.

13. Any and all documents that pertain to the title insurance policy issued in connection with the mortgage loan at issue in this litigation.

14. Any and all documents relied upon in determining the terms of the mortgage loans at issue in this litigation (including but not limited to the interest rate, prepaid finance charge, points, fees, and any other terms of the loans).

15. Any and all advertising documents used to advertise mortgage loans in at or around the time of the origination of the mortgage loan at issue in this litigation.

16. Any and all operating manuals, memoranda, instruction sheets, or other documents in effect at or around the time of the origination of the mortgage loan at issue in this litigation pertaining to internal procedures for soliciting, initiating, taking and/or processing applications for, underwriting, closing, purchasing, or performing due diligence for mortgage loans.

17. Any and all documents relating to any consideration, fees, commissions, bonuses, yield spread premiums or other payments made to any person or entity in connection with the loan.

18. Any and all guidelines, policies or procedures pertaining to consideration, fees, commissions, bonuses, yield spread premiums or other payments for mortgage loans at or around the time of the origination of the mortgage in the ordinary course of business.

19. Any and all telephone log sheets, recordings, internal memoranda, notes, and other documents pertaining to any communications in connection with any aspect of the mortgage loan at issue in this litigation.

20. Any and all documents pertaining in any way to any criteria, system, policy or procedure used to determine Defendant(s)'s creditworthiness.

21. Any and all documents pertaining in any way to any criteria, system, policy or procedure used to verify Defendant(s)'s income as part of the underwriting or purchase of the mortgage loan at issue in this litigation.

22. Any and all documents received from or provided to any federal government official or agency pertaining to compliance with the Real Estate Settlement Procedures Act at any time from January 1, 2000 to the present.

23. Any and all "warehouse agreements" and/or "pooling and servicing agreements" applicable to the mortgage loan at issue in this litigation.

24. Any and all documentary and/or tangible evidence intended to be relied upon at the time of trial.

25. Any and all training manuals for employees, representatives, agents or assigns pertaining in any way to the solicitation of home mortgage loans at or around the time of the origination of the mortgage loan at issue in this litigation.

26. Any and all documents pertaining to any other litigation to which Plaintiff was a party that involved any claims similar to those raised in this litigation.

27. Any and all complaints in foreclosure, filed or unfiled, default notices and/or Notice of Intent to Foreclose pertaining to the mortgage loan at issue in this litigation.

28. Any and all Mortgage Interest Statement(s) and/or IRS Form 1098 and/or IRS Form 1098 Substitute pertaining to the mortgage loan at issue in this litigation.

29. Any and all documents relied upon or reviewed by any expert who has or will render a report.

30. Any and all documents referred to in the Complaint.

NAME: ALON AVNI
ADDRESS: 223 Riveredge Rd
TEWAHAY NJ 07676
TELEPHONE: _____
Defendant Pro Se

Citi Bank, N.A. Citi Residential Lending FIC
Citi Mortgage & Citi Financial Services
Plaintiff, et al.

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION
HUDSON COUNTY
DOCKET NO. F- 107318-13

vs.

Civil Action

ALON AVNI

Defendant,

CERTIFICATION OF SERVICE

ALON AVNI, of full age, hereby certifies as follows:
Print name

1. I am the pro se defendant in the above matter.
2. On 8/13/2013 the original and one (1) copy of an Answer, Defenses

and Counterclaims were sent by Certified Mail, Return Receipt Requested to:

Superior Court of New Jersey
Office of the Clerk
Attn: Foreclosure Unit
Hughes Justice Complex
25 West Market Street, CN 971
Trenton, New Jersey 08625

3. On 8/13/2013 a copy of the Answer, Defenses and Counterclaims was

sent by Certified Mail, Return Receipt Requested to:

KROVATIN KLINGEMAN LLC
60 PARK PLACE SUITE 1100
NEWARK, NJ
07102

[Insert Attorney for Lender Name & Address]

PAUL WEISS, RIFKIND, WHARTON
& CARLSON LLP
1285 AVE. OF AMERICAS
NYC, NY 10019-
6064

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.

Signed: Alan Avi

Print Name:

Defendant Pro Se

Alan Avi.

DATED:

8/13/2010

8/13/13

To The Superior Court of NJ
Chancery division general Equity.

reference to: F107318-13

enclosed please find documents
for the objection to the order to Show
Cause and corrected notice of
intention to ~~foreclose~~ foreclose.

I also included my answer,
defenses and counter claims
for the proposed action.

Thank you.
Alon Avni 