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SUPERIOR COURT
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Appendix XII-B2

ORIGINAL

 <p align="center">FORECLOSURE CASE INFORMATION STATEMENT (FCIS)</p> <p align="center">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>	FOR USE BY CLERK'S OFFICE ONLY	
	PAYMENT TYPE: <input type="checkbox"/> CK <input type="checkbox"/> CG <input type="checkbox"/> CA <input type="checkbox"/> MO	
	RECEIPT NO.	
	AMOUNT:	
	OVERPAYMENT:	
	BATCH NUMBER:	
BATCH DATE:		

SECTION A: TO BE COMPLETED BY ALL PARTIES

CAPTION In the Application by PHH Mortgage Corporation to Issue Corrected Notices of Intent to Foreclose		COUNTY OF VENUE Mercer
		DOCKET NUMBER (when available) F-007924=13
NAME(S) OF FILING PARTY(IES) (e.g. John Doe, Plaintiff) Alexander Victorino, Defendant, Pro-Se		DOCUMENT TYPE <input type="checkbox"/> COMPLAINT <input type="checkbox"/> ANSWER <input checked="" type="checkbox"/> OTHER
ATTORNEY NAME (IF APPLICABLE)	FIRM NAME (IF APPLICABLE)	
MAILING ADDRESS 117 Williams Avenue Jersey City, New Jersey 07304		DAYTIME TELEPHONE NUMBER (201) 892-1740

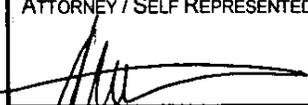
SECTION B: TO BE COMPLETED BY PLAINTIFF TO INITIAL COMPLAINT

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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No PURCHASE MONEY MORTGAGE <input type="checkbox"/> Yes <input type="checkbox"/> No RELATED PENDING CASE <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No IF YES, LIST DOCKET NUMBERS: F-22317-09
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FULL PHYSICAL STREET ADDRESS OF PROPERTY: 117 Williams Avenue Jersey City, NJ ZIP CODE 07304 COUNTY: Hudson	MUNICIPALITY CODE (*) MUNICIPAL BLOCK: 56 (LOTS) 1760
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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 Alexander Victorino	DATE 04/26/2013
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The Municipality Codes can be found at http://www.judiciary.state.nj.us/forms/11343_municodes.pdf

Alexander Victorino
117 Williams Avenue
Jersey City, NJ 07304

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION
MERCER COUNTY

PHH MORTGAGE CORPORATION)

)

PLAINTIFF

Case No. F-7924-13

)

vs.

)

ALEXANDER VICTORINO

)

DEFENDANT(S)

)

Date: 25th Day of April, 2013

)

)

DEFENDANT'S OBJECTION TO: ORDER TO SHOW CAUSE AND
CORRECTED NOTICE OF INTENT TO FORCLOSE

COMES NOW, Alexander Victorino, one of the people of New Jersey, in a special limited appearance in this court of record, to dismiss, with prejudice, Plaintiff's petition for lack of standing, lack of jurisdiction and for failure to state a claim upon which relief may be granted, and to report that:

Objection 1: Defendant is confused and can only speculate as to what stage of the foreclosure process he is currently in. On April 29, 2009, US BANK NATIONAL ASSOCIATION AS TRUSTEE FOR JPM ALT 2006-63 filed a Foreclosure Complaint on my property located at 117 Williams Avenue, Jersey City, NJ. Known as Docket F-22317-09.

Objection 2: Plaintiff carries the burden of proof of its claim as lawful, rightful owner of Defendants note and mortgage and proof of standing to foreclose. No such evidence appears on the face of the record.

Objection 3: Plaintiff has failed to validate, produce, disclose, and comply with Defendant's "POC" "NOLD" and "AOT" (**EXHIBIT A**);

- a. Plaintiff has previously failed to produce the original unaltered promissory note upon demand and continues to pursue a wrongful foreclose.
- b. Plaintiff's Petition has failed to prove a valid chain of title. There is no evidence submitted with Plaintiff's petition that the proper, valid, assignment(s) and endorsement(s) were made to prove ownership of Defendant's note.
- c. Plaintiff appears to be a pretender lender and has failed to state under penalty of perjury that a valid debt exists. There is no evidence of an injured party or a real Plaintiff.
- d. Plaintiff has failed to present a bona fide claim and is in DEFAULT.

Objection 4: MERS never possessed right, title or interest in Defendant's property, can't possibly assign right, title or interest and was never a holder in due course. The issue of

MERS has been tested many times and recently: *case no. 810-77383-reg UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF NEW YORK in re Femel L Agard*. Plaintiff has no standing on this issue alone.

Objection 5: Plaintiff appears to have violated HAMP, TILA, RESPA, FCRA, FDCPA and other federal statutes.

Objection 6: Plaintiff has failed to prove it is a real party of interest and therefore has no standing to foreclose.

Objection 7: Defendant has a vested interest in the property and entitlement rights to the proceeds of the note (now a security). Defendant possesses a bona fide claim in recoupment pursuant to UCC 3-305, UCC 3-306. The Plaintiff cannot take the note free of all claims and defenses.

Objection 8: In order for the Court to have lawful jurisdiction, there must be two parties in proper standing, and a valid issue in controversy for the Court to hear. Plaintiff had no contract with alleged defendant, was not a party to the alleged debt, has no first-hand knowledge thereof, thus, has no lawful authority to bring this action before this Court and therefore lacks proper standing before this Court.

Objection 9: Accordingly, alleged defendant respectfully challenges the Court's jurisdiction to hear this matter, since the Court has no lawful authority to entertain matters brought before it by parties who lack lawful standing.

Objection 10: The burden of proving jurisdiction falls on the moving party, and it is clear that the moving party has not proven jurisdiction on the record, because Plaintiff cannot factually and lawfully demonstrate that it is the real party of interest in this matter. Absent subject matter

jurisdiction, proven on the record, the court must dismiss the action. The fundamental importance of jurisdiction to any court action is addressed in the following case cites:

MEMORANDUM OF LAW IN SUPPORT

"There is no discretion to ignore lack of jurisdiction." *Joyce v. U.S.*, 474 F 2d 215:

Melo v. U.S., 505 F 2d 1026: **"Once jurisdiction is challenged, the court cannot proceed when it clearly appears that the court lacks jurisdiction, the court has no authority to reach merits, but, rather should dismiss the action."**

"Court must prove on the record all jurisdiction facts related to the jurisdiction asserted." *Lantana v. Hopper*, 102 F. 2d 188; *Chicago v. New York*, 37 F. Supp. 150;

"Since jurisdiction is fundamental to any valid judicial proceeding, the first question that must be determined by a trial court in any case is that of jurisdiction." *Dillon v. Dillon*, 187 P. 27;

"Since jurisdiction is fundamental, and it is jurisdiction alone that gives a court power to hear, determine, and pronounce judgment on the issues before it, jurisdiction must be continuing in the court throughout the proceedings." *Re. Cavitt*, 254 P. 599.

When a judicial officer acts entirely without jurisdiction or without compliance with jurisdiction requisites he may be held civilly liable for abuse of process even though his act involved a decision made in good faith, that he had jurisdiction. *Little v. U.S. Fidelity & Guaranty Co.*, 217 Miss. 576, 64 So. 2d 697. [Emphasis added in all case cites.]

"Silence can only be equated with fraud where there is a legal or moral duty to speak or where an inquiry left unanswered would be intentionally misleading." *U.S. v. Tweel*, 550 F. 2d.297.

SWORN AFFIDAVIT OF TRUTH AND STATEMENT IN SUPPORT

- 1) Plaintiff received Defendant's written legal notice & demand for proof of claim by

certified mail on or about October 8, 2011. (Exhibit A)

- 2) Plaintiff was given over 30 days to comply but has entered a no contest and is in dishonor. Defendant has entered into the record a notice of default and affidavit of truth to certify the facts in the matter (Exhibit B).
- 3) On August 29, 2012, Plaintiff received a Defendant's Administrative Remedy Demand. (Exhibit C)
- 4) All claims, statements, confessions and admissions are true and deemed admitted by acquiescence pursuant to the attached maxims of law. Defendant requests the court take judicial notice.
- 5) Plaintiff(s) continue to pursue an invalid claim/lien in violation of law contrary to the facts and in spite of its own admissions.

PLAINTIFF CLAIMS THAT DEFENDANT HAS A CONTRACTUAL OBLIGATION TO PLAINTIFF: That is why Plaintiff claims that Defendant owes a debt to Plaintiff. This is contract law. Full disclosure from both parties to the contract must occur or the contract is ab initio (void since inception). Still, to date, Plaintiff refuses to produce and to comply. If Plaintiff claims that there is a contractual obligation between Plaintiff and Defendant through an alleged contract referred to as "the loan agreement", then Plaintiff has (pursuant to contract law and common sense) the contractual obligation to produce and disclose and comply according to Defendant's "Proof of Claim". If Plaintiff claims that Plaintiff has no contractual obligation to produce and/ or disclose and / or comply according to Defendant's "Proof of Claim", then Defendant claims that there is no contractual obligation between Plaintiff and Defendant. If there is no contractual obligation between Plaintiff and Defendant, Plaintiff has no legal right to continue any

collection activities, such as foreclosure, against Defendant. Defendant petitions the court dismiss the Plaintiff's petition with prejudice for failure to state a claim upon which relief may be granted.

- b) Plaintiff remains silent and refuses to produce and validate their claims and has no legal right to proceed with collection activities (including foreclosure) against Defendant." *Your silence is your acquiescence*". See: Connally v. General Construction Co., 269 U.S. 385,391. Notification of legal responsibility is "the first essential of due process of law". See also: *U.S. V. Tweel, 550 F.2d.297*. "Silence can only be equated with fraud where there is a legal or moral duty to speak or when an inquiry left unanswered would be intentionally misleading".
- c) Southern District of Ohio, Judge Rose stated: *...this Court has the responsibility to assure itself that the foreclosure plaintiffs have standing and that subject-matter-jurisdiction requirements are met at the time the complaint is filed. Even without the concerns raised by the documents the plaintiffs have filed, there is reason to question the existence of standing and the jurisdictional amount.*
<http://www.abanet.org/rpte/publications/ereport/2008/3/Ohioforeclosures.pdf>
- d) Pursuant to fact, Statute, the Constitution for the United States, the Constitution for New Jersey, the Uniform Commercial Code (UCC), the Fair Debt Collections Practices Act (FDCPA) 15 U.S.C. §§ 1601, 1692 et seq, the alleged contract between Plaintiff and Defendant (the alleged loan agreement), and all applicable law, Plaintiff is now in default and without claim. Plaintiff is prohibited by law to:
 - 1. Continue with or pursue any collections activities including foreclosure regarding this disputed purported debt.

2. Report any derogatory credit information to any Credit Reporting Agency

THEREFORE

Defendant hereby respectfully petitions the court:

1. Dismiss, with prejudice, Plaintiff's petition in Re Application by PHH Mortgage Corporation to Issue Corrected Notices of Intent to foreclose on Behalf of Identified Foreclosure Plaintiffs in Uncontested Cases due to lack of standing, lack of personum and subject matter jurisdiction and for failure to state a claim upon which relief may be granted.
2. Immediately award injunctive relief and/ or other relief which will effectively stop (Status Quo) any and all of Plaintiff's collection activities against Defendant for failure by Plaintiff to show proof of claim. Defendant reserves the right/option to file all applicable counterclaims against plaintiff for continued collection activity absent proof of claim.

Date: 23rd Day of April, 2013

Without prejudice - All rights reserved.



Alexander Victorino
117 Williams Avenue
Jersey City, NJ 07304

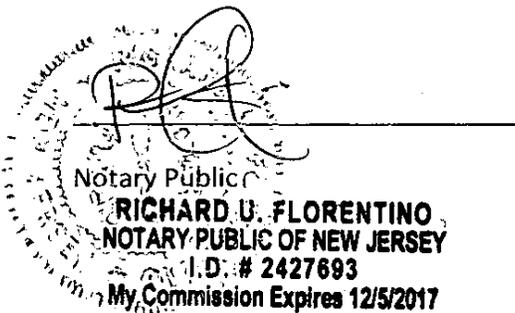
Jurat

State of New Jersey)

) ss.

County of Hudson)

Subscribed and sworn to (or affirmed) before me on this 22nd day of April, 2013, by Alexander Vicatorino, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me and to have packaged the foregoing documents listed in certificate of mailing above to each party listed therein.



Seal/Term

PROOF OF SERVICE:

I, Alexander Victorino certify that, I have served all parties a true and correct copy of this document on this 25th day of April, 2013 by sending it certified mail to counsel for Plaintiff.

Date: 25th day April, 2013

Alexander Victorino By: Elena Brady

Diane A. Bettino, ESQ.

Princeton Forrestal Village

136 Main Street, Suite 250

Princeton, New Jersey 08540

Hon. Paul Innesm P.J. Ch.

Mercer Cou nty Court House

175 South Broad Street

Trenton, NJ 08650

Exhibit A

Your Name Elena Brady Re: Alexander Victorino
Your Address: 521 Linden Avenue, Rahway, NJ 07065
Date October 8, 2011

Bank/Lender Name PHH Mortgage
Address P.O. Box 5452, Mt. Laurel, NJ 08054-5452

Re: Alexander Victorino

Property Address: 117 Williams Avenue Jersey City, NJ 07304
Loan Number: 0035258623

LEGAL NOTICE: Verification of Proof of Claim Requested

Dear Madam or Sir,

I am the person authorized by the owner of the property, located at the above address, which is security for a loan made by you to Alex Victorino..

Due to the rampant fraud that has taken place in the mortgage industry, I need to be certain that you are still the Rightful Holder of Due Course of his Promissory Note, and that no other party may lay claim against his property.

As per U.C.C code, he is legally and lawfully entitled to verify that his Note that was entrusted to you is in good condition and still in your possession. I respectfully request to visually inspect HIS ORIGINAL PROMISSORY NOTE, WITH HIS ORIGINAL BLUE INK SIGNATURE.

To further clarify YOUR relationship, please also provide an affidavit or a letter stipulating that you are a creditor following Generally Accepted Accounting Principles (GAAP) whereby true double entry book accounting was performed in issuing HIS loan showing a debit against the bank's assets as a result of HIS loan.

I am giving you formal notice that failure to respond to this letter within 30 days with proof of claim as I have asked for, point for point, will be taken as an administrative default.

Failure to produce ORIGINAL PROMISSORY NOTE, WITH ALEXANDER VICTORINO'S ORIGINAL BLUE INK SIGNATURE will also be taken as an administrative default, and that you are not a Party of Interest and have no Standing to legally lien HIS property.

Please be advised. A COPY of the said Note, nor Affidavit of Loss, will NOT be acceptable.

Please contact me in writing if you wish to arrange for an appropriate point of property inspection, or to arrange an appointment to show me and Alexander Victorino

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

US Bank Nat. Assoc.
 4001 Leadenhall Rd
 MT. Laurel N.J.
 08054

2. Article Number

(Transfer from service)

7010 3090 0000 8017 3458

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Agent

Addressee

B. Received by (Printed Name)

[Signature]

C. Date of Delivery

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type

Certified Mail

Express Mail

Registered

Return Receipt for Merchandise

Insured Mail

C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

PHH Mortgage
 P.O. Box 371867
 Pittsburg, PA 15250

2. Article Number

(Transfer from service)

7010 3090 0000 8017 3465

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Agent

Addressee

B. Received by (Printed Name)

RECEIVED
PAUL A. DAW

C. Date of Delivery

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

OCT 13 2011

Paul A. Daw

3. Service Type

Certified Mail

Express Mail

Registered

Return Receipt for Merchandise

Insured Mail

C.O.D.

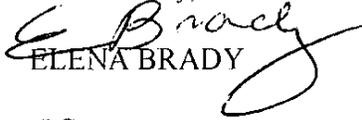
4. Restricted Delivery? (Extra Fee)

Yes

ORIGINAL PROMISSORY NOTE, WITH his ORIGINAL BLUE INK SIGNATURE
that you have in your possession, for my inspection.

In the event that you sold the note, or any part of it, please notify me in writing.

Sincerely,


ELENA BRADY

Cc: Phelan Hallinan & Schmieg, PC

US Bank National Association as Trustee for JPM ALT

Alexander Victorino

Notice of Default

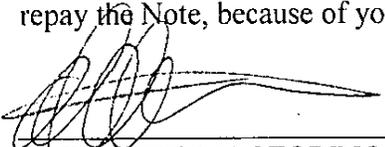
Exhibit B

PHH Mortgage

2001 Bishop Gate Blvd.
Mt. Laurel, NJ 08054

December 29, 2011

PHH MORTGAGE as Beneficiary under that certain deed of trust executed by **ALEXANDER VICTORINO** as Trustor, to, **PHH MORTGAGE** as Beneficiary, dated **May 19, 2006**, recorded in Book **14557**, Page **00126** of official records in the office of the County Recorder of **Hudson County**, State of **New Jersey**, hereby gives notice that a breach of the obligation for which such transfer in trust as security has occurred, the nature of said breach being your failure to provide a valid claim to Note, and that the Trustor is no longer obligated to repay the Note, because of your administrative default.



ALEXANDER VICTORINO

12/29/11

Date

NOTARY

IN WITNESS WHEREOF, The said grantor has signed and sealed these present the 29th day of **December**, year, **2011**.

State of New Jersey)
Union County)SS.:

I certify that on **December 29, 2011**, **Alexander Victorino**, personally came before me and stated to my satisfaction that this person is the maker of the attached instrument; and executed this instrument as his own free act.



Notary

JIN CHOON KIM
Notary Public, State of New Jersey
My Commission Expires Oct. 28, 2012

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

PHH Mortgage
 2001 Bishop Gate Blvd
 Mt. Laurel, NJ 08054
 ATT: Karen Martin

2. Article Number (Transfer from service label) **7010 3090 0000 8018 5345**

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent Addressee
B-K

B. Received by (Printed Name) *JAN 07 2012* C. Date of Delivery

D. Is delivery address different from item 1? Yes No
 If YES, enter delivery address below:

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

Postal Service™
CERTIFIED MAIL™ RECEIPT
 (Certified Mail Only; No Insurance Coverage Provided)
 For more information visit our website at www.usps.com

POSTAL SERVICE SPECIAL USE

POST OFFICE: MOUNT LAUREL, NJ 08054-0460

Postage: \$5.59

Certified Fee: \$2.85

Return Receipt Fee: \$2.30

Postmark Here: *JAN 05 2012*

To: *Phelan, Hallihan & Schmeig PC*
 400 Fellowship Rd, Suite 100
 Mount Laurel, NJ 08054

PS Form 3800, August 2006

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

Phelan Hallihan & Schmeig PC
 400 Fellowship Rd, Suite 100
 Mount Laurel, NJ
 08054

2. Article Number (Transfer from service label) **111 1570 0003 2822 3286**

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent Addressee
Michael Del Fede

B. Received by (Printed Name) *MECHAE DEL FEDE* C. Date of Delivery *1-9-12*

D. Is delivery address different from item 1? Yes No
 If YES, enter delivery address below:

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

Exhibit C

Administrative Remedy Demand

Notice to Principal is Notice to Agent
Notice to Agent is Notice to Principal

Parties: **Alexander Victorino**
 C/O Elena Brady
 521 Linden Avenue
 Rahway, NJ 07065

PHH MORTGAGE

Attn: PRESIDENT/CEO/and/or corporate Officer(s)
2001 Bishop Gate Blvd.
Mt. Laurel, NJ 08054

Property address: **117 Williams Avenue**
 Jersey City, NJ 07304

Date: **August 29, 2012**

IN RE: Alleged Loan # 0035258623

This constitutes Official Notice of my conditional acceptance to satisfy the alleged obligation upon proof of claim. In addition, this constitutes an Official Notice in accordance with the Fair Debt Collection Practices Act and the Truth In Lending Act, that I hereby Dispute the debt in the above referenced account. I am competent and of age and I believe these statements and questions to be true and correct to the best of my knowledge so help me God.

It has come to my attention that there may have been some accounting irregularities in this account which have adversely affected me. In reviewing the account it has come to my attention that fraud and/or other violations of public policy may have occurred in the operation of this account, therefore, I will be conducting discovery to determine the true facts in this matter. This constitutes the exhaustion of my administrative remedy, in accordance with the Administrative Procedures Act, as concerns the above referenced matter

This discovery process has been presented under Notarial Seal for the purpose of certifying the admissions, confessions and stipulations of the Parties, to create a public record thereof, via the issue and filing of an Administrative Declaratory Judgment, by Notarial Protest. Said Administrative Declaratory Judgment is issued under statutory authority and under the authority of the Secretary of State, acting as an agent of the Department of State, and carries the power and authority as if issued by the highest court in the land. Said Judgment constitutes res judicata, star decisis, collateral estoppel and judgment by estoppel.

Please take note that this discovery process has been served under Notarial Seal and valid subpoena establishing your mandatory obligation to timely respond and/or rebut the following, point by point and line by line, verified true, correct and complete, signed, sworn to and notarized in affidavit form and to provide certified copies of the requested documentation.

Please respond and/or rebut the following within 10 days, point by point and line by line, in affidavit form, and provide documentary evidence to support your claim(s) within 20 additional days.

Our economic system operates on credit and debt. If we have no currency of value or substance in circulation today, then what did the Bank "loan" me? It is unlawful for the bank to loan me their credit.

So, what did the bank loan me?

What value/substance did the bank loan me?

Please provide the evidence that the bank loaned me anything of value.

- At the closing, I placed my signature on a Promissory Note which I gave to the bank in the exchange. Said Promissory Note had no value prior to my placing my signature on it. Did it not?
- There are no other signatures on said Promissory Note; therefore, it was my signature that gave the value to the Promissory Note which I gave to the bank in the exchange. Was it not?
- Since 1933 the United States has operated upon the good faith and credit of the American people, *not the good faith and credit of the Banking industry.* Has it not?
- The governments, including the government sanctioned corporations, institutions and banks, have no authority to create money. Only We the American people can create money. We the American people are the originators of the money and are therefore the Creditors. Are we not?
- When I placed my signature on the Promissory Note, giving value to the Note, I was the originator of the funds and, therefore, the Creditor of the transaction. Am I not?

Title 12 USC section 1813 (L)(1) states that when one deposits a Promissory Note it becomes a cash item. Civil code states that I have a right to restitution and rescission if the bank sells an unregistered security.

- It has come to my attention that the Promissory Note which I executed is an unregistered security and that it may have been sold, traded or assigned in violation of state statutes. Please provide me with a certified copy, front and back, of the original Promissory Note which I signed and presented to the Bank in this

transaction and the lawful authority which authorized the Bank to engage in the sale of an unregistered Security, in this transaction. Your failure to provide me with documentary evidence of the lawful authority shall constitute your stipulation that no lawful authority exists and your tacit confession to the unlawful sale of an unregistered security in violation of state statute.

- It has also come to my attention that shortly after the closing that the Bank deposited said Promissory Note as a cash item and ledgered said Note as a liability in the bank's Payables Account and identified ME as the Creditor in the account. Did they not?
- It is also my understanding that the bank, in accordance with GAAP, ledgered the "Mortgage", as an asset in the bank's Receivables Account and identified ME as the debtor in the account. Did they not?
- It is further my understanding that because I failed to see through the bank's carefully designed illusion and instruct the bank to make the financial adjustments to zero the account in the set-off, the bank posted their liability/my asset in their Payables Account as an off balance sheet entry and after a period of time the funds were claimed as abandoned funds. Were they not?

UCC 3-104(a) & (c) and UCC 3-105 (a)(c) makes it clear that I was the Issuer, Drawer, Maker of the Note that I executed, giving it value, at the closing, while UCC 8-102(12),(15),(9) and UCC 8-105 leaves no doubt that I am the holder of the entitlement right to the funds. I am the Creditor and

entitlement holder with the authority to issue Entitlement Orders as concerns this transaction and/or this account. Am I not?

- The Bank registered the "Mortgage" but did not register the "Note", therefore, the "Note" is an unregistered security in accordance with the UCC and International Banking Law. Is it not?
- Please provide me certified copies of the accounting of the Promissory Note that I executed at the closing, to wit: the Accounts Receivables and Accounts Payables ledgers of this Promissory Note.
- Please provide me a certified copy, front and back, of the original Promissory Note as well as all assignments of the Note.

I request, in the nature of a Demand in Recoupment as per UCC-3-305 and 3-306, that the Bank merge the Accounts Payables with the Accounts Receivables to zero the account in accordance with GAAP and Public Policy, return the original promissory note(s) to the maker/issuer and/or provide me with documentary evidence that authorizes the Bank to conceal said funds for the purpose of dispossessing me of said funds. Your failure herein shall constitute your admission that no valid authority exists and that the Bank's operation of this account is unlawful and fraudulent.

Your failure to timely respond and/or rebut the foregoing Affidavit within 10 days plus 5 additional days for mailing and weekends, point by point and line by line, in Affidavit form, shall constitute your admission and stipulation to the stated claims and establish the evidence as a matter of fact. Your failure to respond, a partial response, or a non-responsive response shall constitute a dishonor and your agreement and stipulation to the facts as set forth herein. Your failure to respond in affidavit form, signed, sworn to and notarized and/or your failure to provide certified copies of the requested documentation shall constitute you a dishonor and shall result in the issue of a Declaratory Judgment, by Default, certifying the stipulation and agreement of the Parties. Said Declaratory judgment, by Notarial Protest is as binding on the Parties and their privy as if issued by the highest court in the land and constitutes res judicata, star decisis and an estoppel.

Respondent's failure to respond point for point and under penalty of perjury shall constitute your agreement that the process is free of error and/or omission, lawful or otherwise, having had the opportunity to respond and provide documentary evidence in affidavit form, and choosing to demur and stipulate to the facts as set forth by Claimant creating a binding contract between the Parties.

Your dishonor constitutes an estoppel and your voluntary waiver of all rights and remedies that may otherwise exist and your agreement to confess judgment in this matter. A judgment shall require you to correct the public record to convey satisfaction of mortgage lien and/or reconveyance of my deed. Furthermore, your failure to correct the public record shall be considered an act of slander of title and proof positive evidence of standing for me to correct the public record to convey the truth.

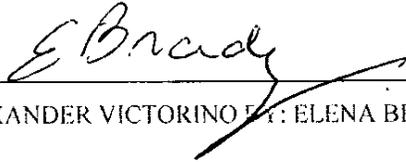
Sincerely,

Elena Brady

ALEXANDER VICTORINO BY: **POWER OF ATTORNEY: ELENA BRADY**

CERTIFICATE OF MAILING

I, ALEXANDER VICTORINO BY: ELENA BRADY, do hereby solemnly declare that on August 29, 2012, I did cause to be delivered by first class Registered US Mail, a true and correct copy of the foregoing instruments, (**Administrative Remedy Demand**), including true and correct copies of all/any documents referenced therein as "attached hereto", to the parties and locations listed below:

A handwritten signature in cursive script, appearing to read "E. Brady", is written over a horizontal line. The signature is written in black ink and is positioned above the printed name "ELENA BRADY".

ALEXANDER VICTORINO BY: ELENA BRADY

PHH MORTGAGE
ATTN: CAROL KELLY
P.O. Box 5452
Mount Laurel, NJ 08054-5452

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Pitt Mortgage
2001 Bishop Gate Blvd
Mt. Laurel, NJ 08054

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
 Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

SEP 01 2012

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number
(Transfer from service label)

7010 1670 0000 3391 2420

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540