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*Certified by the Supreme Court of
New Jersey as a civil trial attorney.

*Also admitted to practice in New York.

*Also admitted to practice in Pennsylvania.

August 27, 2012

RECEIVED

AUG 31 2012

SUPERIOR COURT
CLERK'S OFFICE

Superior Court Clerk's Office
P.O. Box 971
Trenton, NJ 08625
Attention: Objection to Notice of Intention to Foreclose

Re: **Anabela Veloso**
Docket No.: **F-009564-12**
Wells Fargo Mortgage No.: 708/0157567777

Dear Madam/Sir:

OBJECTION TO ORDER TO SHOW CAUSE

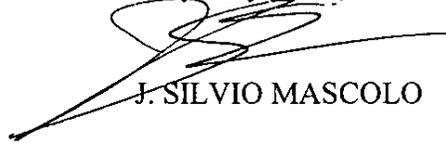
Please be advised that my office has been retained to represent Anabela Veloso with respect to a Notice of Intention to Foreclose in the above-captioned matter.

After months of prior foreclosure litigation, this matter was resolved with Wells Fargo on May 24, 2012. Attached is a copy of the Order signed by the Honorable Glenn Berman, J.S.C. Ms. Veloso has complied with the terms of the Order and made payments. A properly executed Loan Modification Agreement has been sent to Wells Fargo.

Since the Court Order and execution of the Loan Modification Agreement, Wells Fargo has not sent an updated mortgage statement or payment receipt. We have advised Wells Fargo of the problem on numerous occasions. Inexplicable, Wells Fargo has not updated its records. Given the fact that Wells Fargo cannot organize its records in this matter nor comply with the law, an Order to Show Cause will be filed in Superior Court requesting appropriate relief, sanctions and Courts:

Thank you for your attention to this matter.

Very truly yours,

A handwritten signature in black ink, appearing to be 'J. Silvio Mascolo', written over the typed name below.

J. SILVIO MASCOLO

Cc: Mark S. Melodia, Esq., @ Reed Smith
Hon. Margaret McVeigh, J.S.C.

JSM/gr
Attachments

FILED

MAY 24 2012

GLENN BERMAN, JSC
CHANCERY

REBENACK, ARONOW & MASCOLO, LLP
111 Livingston Avenue
New Brunswick, NJ 08901
(732) 247-3600
Attorneys for Defendant, Anabela S. Veloso

Plaintiff(s),

DEUTSCHE BANK NATIONAL TRUST
COMPANY as Trustee for BCAP LLC 2007-AA3

vs.

Defendants,

ANABELA S. VELOSO

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION
MIDDLESEX COUNTY

DOCKET NO. F-40617-09

CIVIL ACTION

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ORDER

AUG 31 2012

**SUPERIOR COURT
CLERK'S OFFICE**

THIS MATTER having been brought before the Court on Motion of Rebenack, Aronow & Mascolo, LLP, attorneys for Defendant, Anabela S. Veloso, for an Order to enforce the settlement reached between the parties, and the Court having reviewed the moving papers and for good cause shown;

IT IS ON THIS 24 day of May, 2012

ORDERED that the Defendant's Motion to Enforce the Settlement be and is hereby Granted; and

IT IS FURTHER ORDERED that all parties be bound by the Loan Modification Agreement executed by the Defendant on August 4, 2011;

IT IS FURTHER ORDERED that the Defendant's monthly payments be and are hereby \$1,528.09 plus the escrow amount of \$419.47 for insurance and taxes (subject to change in annual taxes and insurance rates) for a total of \$1,947.56 under the current taxes and insurance rates;

Rebenack, Aronow &
Mascolo, LLP

111 Livingston Ave.
New Brunswick, NJ

IT IS FURTHER ORDERED that the Defendant shall make a lump sum payment of \$16,573.25 payable to "Zucker, Goldberg & Ackerman, LLC Trust Fund" by May 31, 2012, with said lump sum payment representing 8 months of payments of \$1,947.56 plus a \$992.77 up front payment;

IT IS FURTHER ORDERED the Defendant is responsible for a second payment for recording fees, with Plaintiff supplying the exact amount of said fees to Counsel for Defendant; and *and title fees JM TZ*

IT IS FURTHER ORDERED that the Plaintiff's Foreclosure Complaint be and is hereby dismissed With Prejudice; and *retain*
And Plaintiff reserves the right to institute a new Foreclosure action in the event of default; JM TZ

IT IS FURTHER ORDERED that a copy of the within Order shall be served upon all counsel of record within seven (7) days of the date hereof.


GLENN BERMAN, JSC

J.S.C.

Papers filed with the Court:

- () Answering Papers
- () Reply Papers

The within Notice of Motion was:

- () Opposed
- () Unopposed

Rebenack, Aronow
& Mascolo, LLP

111 Livingston Ave.
New Brunswick, NJ

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AUG 31 2012

Affidavit of Protest / Objection of Notice of Intention to Foreclose & Order to show cause SUPERIOR COURT CLERK'S OFFICE

PUBLIC
THIS IS A PUBLIC COMMUNICATION TO ALL
Notice to agents is notice to principles
Notice to principles is Notice to Agents
Applications to all successors and assigns
All are without excuse

Tyrone Maurice Jamison, sui juris
All rights reserved UCC 1-308/1-207 & 1-103
P.O. Box 83
Somerset, New Jersey a republic near
08875
Non-domestic without the United States

To: Superior Court Clerk's Office, Foreclosure Processing Services
ATTN: Objection to Notice of Intention to Foreclose
P.O. Box 971, Trenton New Jersey 08625

Cc: (1) Senator Robert Menendez
(2) Congressman Rush Holt
(3) America's Servicing Company attorney Mr. Mark S. Melodia Esquire
(4) Judge McVeigh J.S.C. Superior Court of New Jersey

REF: (1) Social Security Number: 197-54-9014
(2) Docket Number. F-009564-12
(3) American Servicing Company Loan Number: 1218030894

I hereby protest the Notice of intent to foreclose and the Order to show cause for the following reasons. I petition the court for legal clarification. In the Constitution Article 1 Section 10 Clause 1 states "make any Thing but gold and silver Coin a Tender in Payment of Debts". With the repeal of Public Law HJR 192, and case law BUTLER v. U.S. 296 US 1 being rendered unconstitutional and void what can I possibly present as legal tender to satisfy this debt? The current paying of debt in the United States is made with Fiat currency. Could the court please offer a legal opinion on how I can legally satisfy this debt? Is remedy available under Public Law Chap 48 48 Stat 112? How can I possibly satisfy a debt when the only available currency I have is issued in fiat currency and not legal tender as is the case with most people living within the United States? Transactions must be enacted and performed under lawful & legal tender/currency in order to be legitimate. Based on the fact that legal or lawful tender/currency is no longer readily available in the United States due to the bankruptcy that occurred in 1933. I hereby request to be taken out of default. I also request that a suspension of the foreclosure proceedings be issued until the issues raised can be lawfully answered and legally resolved.

Let it be known to all that I Tyrone Maurice Jamison explicitly reserves all of my rights for this reconsideration/motion/court action and or any future motion/reconsideration or appeal. Review UCC 1-308 which was formally UCC 1-207 and UCC 1-103. UCC (Uniform Commercial Code) 1-308. Performance or Acceptance Under Reservation of Rights.

(a) A party that with explicit reservation of rights performs or promises performance or assents to performance in a manner demanded or offered by the other party does not thereby prejudice the rights reserved. Such words "without prejudice," "under protest," or the like are sufficient.

I retain all of my rights and liberties at all times and in all places, nunc pro tunc (now for then) from the time of my birth and forevermore. Furthermore, I retain my rights not to be compelled to perform under any contract or commercial agreement that I did not enter knowingly, voluntarily and intentionally. And furthermore, I do not accept the liability of the compelled benefit of any unrevealed contract or commercial agreement. I am not ever subject to silent contracts and have never knowingly or willingly contracted away my sovereignty.

Furthermore, I am not a United States citizen or a 14th amendment citizen. I am a State Citizen of the Republic and reject any attempted expatriation. Review 15 united states statute at large, July 27th 1868 also known as the expatriation statute. Violation fee of my liberty is \$250,000.00 per incident or per 15 minutes or any part thereof. Wherefore all have undeniable knowledge.

AFFIDAVIT

Affiant, Tyrone Maurice Jamison, sui juris, a natural born Citizen of the State of Pennsylvania in its de jure capacity as a republic and as one of the several states of the union created by the constitution for the united states of America 1777/1789. This incidentally makes me an American national and a common man of the Sovereign People, does swear and affirm that the Affiant has scribed and read the forgoing facts, and in accordance with the best of Affiant's firsthand knowledge and conviction, such are true, correct, complete, and not misleading, the truth, the whole truth and nothing but the truth. Response requested within 7 working days of receipt.

Signed By: Tyrone Maurice Jamison sui juris, This Affidavit is dated: 8/28/2012

State New Jersey County Middlesex
Subscribed and sworn to before me, a Notary Public, the above signed Tyrone Maurice Jamison
This day of August 28th 2012 year
Notary Public Osamwonyi Asemota
MY COMMISSION EXPIRES: 2-17-15

Osamwonyi Asemota
Notary Public
New Jersey
My Commission Expires 2-17-15

