

ARTHUR G NEVINS, JR  
Attorney At Law  
56 Route 173  
Hampton, N J 08827  
(908) 713 6666  
Attorney for Defendants

IN RE APPLICATION BY WELLS  
FARGO BANK, N.A , TO ISSUE  
CORRECTED NOTICES OF INTENT  
TO FORECLOSE ON BEHALF OF  
INDENTIFIED FORECLOSURE  
PLAINTIFFS IN UNCONTESTED  
CASES

: SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION  
PASSAIC COUNTY

DOCKET NO F-009564-12

CERTIFICATION OF ARTHUR G.  
NEVINS JR IN OPPOSITION TO  
ORDER TO SHOW CAUSE

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ARTHUR G NEVINS, JR., an attorney admitted to practice in the Courts of this State, certifies as follows in lieu of oath or affidavit:

1. I am the attorney for the defendants David A Peer et al in the pending action of Citigroup Global Markets Realty Corp v. David A. Peer et al , Docket NO F-23292-10, Chancery Division, Hunterdon County

2 Attached hereto and incorporated herein is a copy of defendant's answer and counterclaim and third party complaint, timely filed over 2 years ago in response to the filed complaint

3. Defendants object to the "corrected" Notice of Intent received from American Servicing Company on the following grounds;

4 The foreclosure action pending against the defendants is not uncontested, but is contested with specific and multiple affirmative defenses as well as a counterclaim and Third Party Complaint.

5 Contrary to its explicit statement in the letter dated 8/14/12, ASC does not attach the Verified Complaint or any other pleadings in the Wells Fargo Bank N A action, Docket No 009564/02, see letter 8/14/12

6 The plaintiff in action Docket NO F 23292-10 is Citigroup Global Markets Realty Corp This is not a bank, and is not listed in Counts 1 – 34 as shown in the letter of 8/14/2012. Apparently it was not listed as a “lender” in the counts of the Verified Complaint, and if it was, it was so listed in error, since this action is contested and pending

7 The defendants should not be required to defend against an action by Wells Fargo Bank, N A., while defending an earlier action against Citigroup Global Markets Realty Corp, Docket No. F-23292-10

8 Wells Fargo Bank is not even a party to the original foreclosure action, and defendant has no knowledge of any role played by Wells Fargo in its loan, even the proposed Notice of Intent makes no mention of Wells Fargo Bank anywhere

9. A Notice of Intent to Foreclose was never served on defendants Citigroup Global Markets Realty Corp was not the lender thirty days before the foreclosure action was commenced but claims it was assigned the loan only 8 days before it commenced suit To allow Wells Fargo to correct a failure to serve a Notice of Intent 28 months after another unrelated entity started a foreclosure action violates defendants’ rights under the Fair Foreclosure Act and due process rights

10. Defendants may make other claims against plaintiff and other entities in the original foreclosure action, F 23292-10, which they must be allowed to pursue without interference from collateral orders from another action. Defendants had no way of knowing who to negotiate with for mortgage modification when they began having trouble with payments

11. Defendant has been put through over two years of litigation and was deprived of receiving a Notice of Intent to Foreclose from a lender whose identity defendant did not know. Defendants were therefore unable to negotiate the terms of their loan with the appropriate lender at a time they may have been able to keep up with timely payments. They were given no warning of a foreclosure by a lender they were not even aware of.

12. Defendants are prepared to show they were misled by representations made to them by the Third Party defendants and that they were deprived of any realistic opportunity to negotiate a modification of their mortgage and save their home.

13. The complete lack of notice before foreclosure together with the abrupt and unannounced change in lender days before the service of a foreclosure complaint are factual issues defendants deserve to put before the Court in the original foreclosure action.

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

Dated September 18, 2012

A handwritten signature in black ink, appearing to read "Arthur G. Nevins, Jr.", written over a horizontal line.

ARTHUR G. NEVINS, JR

CONTESTED

ARTHUR G. NEVINS, JR  
Attorney At Law  
56 Route 173  
Hampton, New Jersey 08827  
(908) 713 6666  
Attorney for Defendant

CITIGROUP GLOBAL MARKETS  
REALTY CORP.,

Plaintiff

SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION  
HUNTERDON COUNTY

Docket No. F 23292-10

v.

DAVID A. PEER, MRS. DAVID A. PEER,  
HIS WIFE, BONNIE BOWERS PEER,  
MR. BOWERS-PEER, HUSBAND OF  
BONNIE BOWERS-PEER, BANK OF  
AMERICA, NATIONAL ASSOCIATION,  
STATE OF NEW JERSEY,

Defendants.

CIVIL ACTION

ANSWER and COUNTERCLAIMS

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DAVID A. PEER and BONNIE BOWERS-  
PEER, his wife,

Third Party Plaintiffs,

THIRD PARTY COMPLAINT

v.

PENN FEDERAL SAVINGS BANK and  
AMERICAN SERVICING COMPANY,

Third Party Defendants.

Docket No.

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Defendants, David A. Peer and Bonnie Bowers Peer, his wife, by way of Answer to the  
Complaint, say:

FIRST COUNT

Defendants deny paragraphs 1, 2, 3, 4, 5, 6, 7, 8, and 9, and leave plaintiff to its proofs.

## SECOND COUNT

Defendants deny paragraphs 1, 2, 3 and 4, and leave plaintiff to its proofs.

### FIRST SEPARATE DEFENSE

Defendants are unaware of any agreements, contracts obligations, mortgages or notes which obligate it in any way to plaintiff, Citigroup Global Markets Realty Corp.

### SECOND SEPARATE DEFENSE

There is no privity of contract between defendants and plaintiff.

### THIRD SEPARATE DEFENSE

Defendants received no notice or demand for payment from plaintiff, or any demands to make payments to plaintiff.

### FOURTH SEPARATE DEFENSE

Defendants owe nothing to plaintiff.

### FIFTH SEPARATE DEFENSE

Plaintiff has been compensated for any alleged losses through tax allowances in the form of write offs, or through the FDIC or other mandatory or optional insurance or through the

## SECOND COUNT

Defendants deny paragraphs 1, 2, 3 and 4, and leave plaintiff to its proofs.

### FIRST SEPARATE DEFENSE

Defendants are unaware of any agreements, contracts obligations, mortgages or notes which obligate it in any way to plaintiff, Citigroup Global Markets Realty Corp.

### SECOND SEPARATE DEFENSE

There is no privity of contract between defendants and plaintiff.

### THIRD SEPARATE DEFENSE

Defendants received no notice or demand for payment from plaintiff, or any demands to make payments to plaintiff.

### FOURTH SEPARATE DEFENSE

Defendants owe nothing to plaintiff.

### FIFTH SEPARATE DEFENSE

Plaintiff has been compensated for any alleged losses through tax allowances in the form of write offs, or through the FDIC or other mandatory or optional insurance or through the

Troubled Asset Relief Program (TARP). To the extent plaintiff has been compensated for its losses it may not collect windfall profits or double payments.

**SIXTH SEPARATE DEFENSE**

Offset and payment

**SEVENTH SEPARATE DEFENSE**

Fraud, overreaching and unfair dealing

**EIGHTH SEPARATE DEFENSE**

Predatory Lending and failure of due diligence

**NINTH SEPARATE DEFENSE**

Failure to join necessary parties.

**TENTH SEPARATE DEFENSE**

Failure to provide proper documentation, verification and certification, and notice of foreclosure action.

**AS AND FOR A COUNTERCLAIM AGAINST  
PLAINTIFF AND THIRD PARTY CLAIM AGAINST  
PENN FEDERAL SAVINGS BANK AND AMERICAN  
SERVICING COMPANY**

1. To the extent of defendants' knowledge, all dealings regarding a mortgage (ASC Loan 1134042984) were with Penn Federal Savings Bank and American Servicing Company .

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Denny

2. All contracts, regarding initiation, execution, negotiation, financing and payments were with Penn Federal Savings Bank and American Servicing Company.

3. All Negotiations, underwriting and financing decisions, appraisals and estimates of property value and of defendant's financial security were made by Penn Federal Savings Bank and American Servicing Company.

4. The decisions, actions and representations of third party defendant Penn Federal Savings Bank and American Servicing Company were at best negligent and reflected a lack of due diligence and at worst were a scheme of misrepresentation, overreaching, predatory lending and fraud

5. The assignment of the alleged mortgage to plaintiff from Penn Federal Savings Bank without notice to defendants and days before the institution of this complaint was part of a fraudulent scheme of Penn Federal Savings Bank and American Servicing Company and plaintiff individually or in conspiracy with one another, for predatory lending to obtain windfall profits and ill gotten gains for plaintiff, Penn Federal Savings Bank and American Servicing Company at the expense and to the detriment of defendants.

6. The plaintiff and Penn Federal Savings Bank and American Servicing Company, individually or in conspiracy with one another, conspired to receive windfall payments from the FDIC, private insurance companies and the federal government pursuant to the Troubled Asset Relief Program, all in breach of their fiduciary obligations to the defendants.

7. The third party defendants, Penn Federal Savings Bank breached its explicit commitment to defendants that it would not assign or sell this mortgage and note to a third party and would continue to service the mortgage throughout its life and defendants were damaged by said breach.

OK  
D  
Conclusions of law  
Demanded

Conclusions of law  
Demanded

Conclusions of law  
Demanded

DKL  
Conclusions of law  
Demanded

Conclusions of law  
Demanded

WHEREFORE, defendants DAVID A. PEER and BONNIE BOWERS PEER demand judgment dismissing the action, discharging the mortgage obligation and/or restructuring the mortgage by reduction of principal and interest better reflecting current rates and the true value of the premises, for attorneys fees and costs, for offset of funds already received by plaintiff, and for monetary damages for the counterclaim, together with costs and fees.

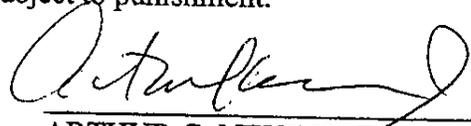
1st def  
no neg  
2nd def  
based on Duty  
3rd def  
Contrib neg  
4th def  
Compromise  
neg of A

CERTIFICATION

Pursuant to R. 4:5-1, I hereby certify that there are no related proceedings or actions and to my knowledge no such actions are contemplated. To my knowledge, no other parties should be joined in this action.

I hereby certify that a copy of the within Answer has been filed with the Clerk of the within Court, and that a true copy of the within Answer and Counterclaim and third Party Complaint has been served upon Phelan Halloran & Schmieg, Esqs., attorneys for plaintiff, within the time allowed by the rules of Court. I further certify that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: August 10, 2010

  
ARTHUR G. NEVINS, JR.  
Attorney for Defendant  
DAVID A. PEER  
BONNIE BOWERS PEER

CERTIFICATION OF FILING AND SERVICE

I hereby certify that on September 18, 2012, I caused the original of the within Certification in Opposition AND Certification in Opposition to Notice of Intent to Foreclose to be filed with the Clerk, Superior Court , Foreclosure Processing Services, and Foreclosure Processing Svcs: Attn Notice of Intent to Foreclose, Hughes Justice Complex, 25 West Market Street, PO Box 971 Trenton NJ 08625, and that a true copy of the same was served by regular mail upon

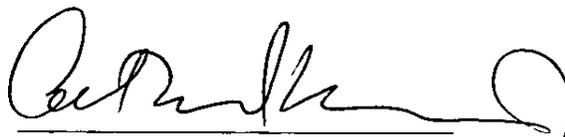
Mark S Melodia  
Reed Smith LLP  
Princeton Forrestal Village  
136 Main Street, Ste 250  
Princeton, N J 08540-7839

Attorneys for Plaintiff

Hon Mary McVeigh  
Chancery Division, Passaic County  
Old Courthouse  
77 Hamilton Street  
Passaic, NJ 07505

On the 18<sup>th</sup> day of September 2012. I hereby certify that the foregoing statements made by me are true I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment

Dated: September 18, 2012



ARTHUR G. NEVINS, JR  
Attorney for Defendants

**ARTHUR G. NEVINS, JR.**  
**Attorney At Law**  
**56 Route 173**  
**Hampton, New Jersey 08827**

**908 713 6666 Fax 908 713-6658 NY: (212) 406 2062**

September 18, 2012

Clerk, Superior Court  
Foreclosure Processing Services  
Richard J Hughes Justice Complex  
PO Box 971  
Trenton, N J 08625

**RECEIVED**

**SEP 20 2012**

**SUPERIOR COURT  
CLERK'S OFFICE**

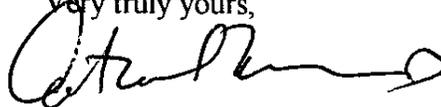
Re In Re Application of Wells Fargo Bank NAA, to Issue Corrected  
Notices of Intent, etc  
Docket No F-009564-12

Dear Sir/Madam

Enclosed please find Certification in opposition to Order to Show Cause on behalf of  
David A Peer and Bonnie Bowers Peer.

Kindly file the same, and return proof of filing in the enclosed envelope By copy of this  
letter, this Certification is being served upon the parties listed below.

Very truly yours,



ARTHUR G NEVINS, JR

AGN am  
Encls  
Cc Mark S Melodia Esq.  
Hon Mary McVeigh JSC