

EDWARD O OKEBIORUN, Pro Se  
15 BOX TURTLE LANE  
SICKLERVILLE, NJ 08081  
908-361-9190

**RECEIVED**

SEP 24 2012

September 22, 2012

SUPERIOR COURT  
CLERK'S OFFICE

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

Re: In re Application by Wells Fargo Bank, NA to issue Corrected Notices of Intent to Foreclose on behalf of identified Foreclosure Plaintiffs in Uncontested Cases  
Docket No.: F-9564-12

Dear Clerk:

I am a defendant in US Bank National Association, as Trustee for LXS 2006-10N v. Edward O. Okebiorun; Docket No.: F-16763-10. On or about January 17, 2010, WALZ Postal Solutions Inc. located in Temecula, California mailed me a Notice telling me that Wells Fargo Bank, NA was my lender. US Bank pleaded it mailed me a Notice of Intent to Foreclose that was in full compliance with the Fair Foreclosure Act; see **Exhibit A (Complaint)**. US Bank presented the Notice as evidence it complied with the mortgage (paragraph 22); see **Exhibit B (NOI)**. WALZ, Wells Fargo and US Bank knew the Notice was a misrepresentation of the facts because the trust was created and closed in 2006. Today, Wells Fargo admits WALZ falsely stated that it was the lender.

I object to this process of allowing US Bank to escape from making willful false statements in its complaint. It's not fair to allow a plaintiff to pursue the equitable remedy of foreclosure when it misrepresents the facts in its complaint. It's inequitable, particular in a foreclosure case because it's a case in which there is a final judgment which will result in a forfeiture of the property's equity. It is important to defendants and often in need of more time to find some way to save

cc: Hon. Margaret Mary McVeigh, P.J.Ch.  
Mark S. Melodia, Esq.

their property. Allowing a new notice says the Courts is allowing plaintiffs to expedite the process to gain a final judgment by making false statements in their complaints. This tells the public foreclosure plaintiffs can get around the rule and law that required different and truthful statements and bring questions regarding the integrity of the judicial foreclosure process in New Jersey.

“A suitor in equity must come to court with clean hands and must keep them clean after his entry and throughout the proceedings.” Hageman v. 28 Glen Park Assoc., L.L.C., 402 N.J. Super. 43, 952 A.2d 533 (Ch. Div. 2008). The “clean hands” doctrine is an equitable principle which requires a denial of relief to a party who is himself guilty of inequitable conduct in reference to the matter in controversy. Id. Where plaintiff’s fraudulent conduct vitiates an important particular situation in respect to which judicial redress is sought in an equity suit, court should apply the maxim that he who comes into equity must come with clean hands. Untermann v. Untermann, 19 N.J. 507, 117 A.2d 599 (1955). A court of equity must deny its remedies to a suitor who has been guilty of bad faith, fraud or unconscionable acts in the transaction which forms the basis of the lawsuit. Goodwin Motor Corp. v. Mercedes-Benz of N. Am., Inc., 172 N.J. Super. 263, 411 A.2d 1144 (App. Div. 1980). Application of the doctrine of unclean hands is most aptly reserved in misrepresentation intended to mislead the court or its adversary.

Respectfully submitted,



Edward O. Okebiorun, Pro Se

**EXHIBIT A**

Even, if Wells Fargo starts a mortgage foreclosure action against you, you shall still have the right to cure this default, de-accelerate and reinstate your Mortgage up to the time when a final judgment for foreclosure is entered. To do so, you must pay Wells Fargo, at the address specified above, by cashier's check or certified check, all sums which would have been due in the absence of default and which are due at the time of payment including principal and interest payments, escrow payments and other necessary charges which come due prior to the date of payment and you must perform any other obligation which you would have been bound to perform in the absence of default or the exercise of an acceleration clause, if any. In addition you must pay court costs, if any, and attorney(s) fees in an amount which shall not exceed the amount permitted under the Rules governing the Courts of the State of New Jersey, plus all contractual late charges, as provided for in the Note and Mortgage. You shall not be required to pay any separate charge, fee or penalty attributable to the exercise of your right to cure this default. This right to cure your default, de-accelerate and reinstate the Mortgage after a foreclosure action has been started may only be exercised by you once every 18 months. You have the right to bring a court action to assert the non-existence of a default or any other defense you may have to acceleration and sale.

If you cure the default after a foreclosure action has been started, Wells Fargo shall give written notice of the cure to the Court and, upon such notice, the Court shall dismiss the foreclosure action, without prejudice. Your Mortgage will be reinstated to the same position as if the default had not occurred and any acceleration of any obligation under the Mortgage and Note arising from the default will be nullified as of the cure date.

We urge you to immediately seek the advice of an attorney(s) of your own choosing concerning this residential mortgage default. If you are unable to obtain an attorney(s), you may communicate with the New Jersey Bar Association or the Lawyers Referral Service of the county where the property is located. If you are unable to afford an attorney(s), you may communicate with the Legal Services Office in the county where the property is located. These telephone numbers are listed on the attached sheet; they can also be found in the local telephone directory.

There may be available to you financial assistance for curing a default from programs operated by the state or federal government or non-profit organizations, if any, as identified by the Commissioner of Banking and Insurance. A list of such governmental and non-profit entities is enclosed. You may also wish to call the following numbers to ascertain whether you qualify for such assistance:

- HUD Housing Counseling Service 1-800-569-4287
- Veterans Affairs 1-800-827-1000
- New Jersey Commissioner of Banking 1-609-292-3420

If you disagree with Wells Fargo's assertion that a default has occurred, or if you disagree with the correctness of Wells Fargo's calculation of the amount required to cure this default, you may contact Wells Fargo at the following:

Wells Fargo Home Mortgage  
P.O. Box 10335 Des Moines, IA 50306-0335  
Telephone #: 1-800-551-9808

Your right to cure this default, as provided in this notice, is independent of any right of redemption or any other right or remedy under the common law, principles of equity, state or federal statute or rule of court.

Very truly yours,

Wells Fargo Home Mortgage  
Default Management Department

This communication is an attempt to collect a debt and any information obtained will be used for that purpose. However, if you have received a discharge of this debt in bankruptcy or are currently in a bankruptcy case, this notice is not intended as an attempt to collect a debt and, this company has a security interest in the property and will only exercise its rights as against the property.

## **EXHIBIT B**

XCZ 136138/hp  
ZUCKER, GOLDBERG & ACKERMAN, LLC  
Attorneys for Plaintiff  
200 Sheffield Street, Suite 301  
P.O. Box 1024  
Mountainside, New Jersey 07092-0024  
1-908-233-8500

FILED:

FILED  
MAR 16 2010  
SUPERIOR COURT  
CLERK'S OFFICE



US Bank National Association, as Trustee for  
LXS 2006-10N

Plaintiff,

vs.

EDWARD O. OKEBIORUN, his/her heirs,  
devises, and personal representatives, and his,  
her, their or any of their successors in right, title  
and interest; MRS. EDWARD O. OKEBIORUN,  
WIFE OF EDWARD O. OKEBIORUN;

Defendants.

SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION  
ESSEX COUNTY  
DOCKET NO. F- **F-16763-10**

Civil Action

COMPLAINT  
FOR  
FORECLOSURE

US Bank National Association, as Trustee for LXS 2006-10N, (hereinafter  
"plaintiff"), through its servicing agent located at 3476 STATEVIEW BLVD., MAC #  
X7801-013, FT. MILL, SC 29715, hereby says:

R



1-323717

FN:136138 OKEBIORUN

FIRST COUNT

1. On 02/09/2006, Edward O Okebiorun executed to Wells Fargo Bank, N.A. a Note (hereinafter "Note") securing the sum of \$400000.00, payable on 03/01/2036 with the initial interest rate of 6.6250% per annum.

2. To secure the payment of the Note, Edward O. Okebiorun, a single person, executed to Wells Fargo Bank, NA, a Mortgage (hereinafter "Mortgage") dated 02/09/2006, and thereby mortgaged to Wells Fargo Bank, NA in fee the land hereinafter described (hereinafter "Mortgaged Premises"). Said Mortgage was duly recorded on 02/27/2006, in the OFFICE OF THE REGISTER OF ESSEX COUNTY, in Mortgage Book 11093, Page 316. The Mortgage is not a Purchase Money Mortgage.

3. The legal description of the Mortgaged Premises is described on the Schedule annexed hereto and made a part hereof.

**SCHEDULE A- Legal Description**

ALL the following described property located in the City of Newark, County of Essex, State of New Jersey:

COMMONLY known as 97-99 Littleton Avenue, Newark, NJ 07017.

BEING also known as Lot 12 aka 12 & 13, Block 1807 on the tax map of the City of Newark.

DIMENSION: APPROXIMATELY 100 x 50

NEAREST CROSS STREET: Situate on the Westerly side of Littleton Avenue approximately 73 feet Northerly from the intersection of the Northerly side of Twelfth Avenue

The following is a metes and bounds legal description as found in the Mortgage:

Beginning at a point in the westerly line of Littleton Avenue being distant 73.35 feet northerly from the intersection of the westerly line of Littleton Avenue with the northerly line of Twelfth Avenue and running

1. North 68 degrees 20 minutes 30 seconds West 100.00 feet to a point; thence
2. North 21 degrees 39 minutes 30 seconds East 50.00 feet to a point; thence
3. South 68 degrees 20 minutes 30 seconds East 100.00 feet to a point in the westerly line of Littleton Avenue;
4. Along the westerly line of Littleton Avenue South 21 degrees 39 minutes 30 seconds West 50.00 feet to a point being the point and place of beginning.

10. The following defendants are joined herein because they are the holder of an instrument or interest appearing of record which affect or may affect the Mortgaged Premises which has been paid in full but have not been discharged of record.

NONE

11. In the event plaintiff is unable to determine the present whereabouts of defendants, EDWARD O. OKEBIORUN, or ascertain if he is presently alive, and as a precaution, plaintiff has joined the following persons as party defendants to this foreclosure action for any lien, claim or interest they may have in, to, or against the mortgaged premises:

EDWARD O. OKEBIORUN, his heirs, devisees and personal representatives, and his or any of their successors in right, title and interest.

12. Pursuant to the terms of the Note and Mortgage, plaintiff (or its predecessors, successors or servicing agent), reserved the right to pay taxes, municipal charges, or other liens affecting the Mortgaged Premises, which charges or liens are superior to the lien of the Mortgage. When paid by plaintiff (or its predecessors, successors, or servicing agent), these taxes, municipal charges, or other liens, together with interest thereon, are to be added to the amount due plaintiff, whether such advances were made prior to the filing of this action or during its pendency.

13. Plaintiff has complied with the Fair Foreclosure Act N.J.S.A. 2A:50-53, et seq. by serving the required Notice of Intention to Foreclose at least 30 days in advance of filing of this complaint.

4. The Note and Mortgage have been assigned as follows:

- 4a. By assignment of mortgage dated 03/15/2010 from Wells Fargo Bank, NA to US Bank National Association, as Trustee for LXS 2006-10N, plaintiff herein, which is unrecorded at this time.

5. The Note contained an agreement that if any installment payment should remain unpaid for 30 days after the same shall fall due, the whole principal sum, with all unpaid interest, fees, costs and advances, should, at the option of plaintiff or its representatives or assigns, become immediately due and payable.

6. The obligor(s) has/have failed to make the installment payment due on 12/01/2009, and all payments becoming due thereafter. Therefore the loan has been in default since on or about 01/01/2010.

7. As a result of said default, plaintiff hereby elects and declares that the whole unpaid principal sum due on the Note and Mortgage, along with all unpaid interest, advances, fees and costs, shall be accelerated and is now due and payable.

8. The Note and Mortgage do not contain a prepayment penalty.

9. The following defendants are joined herein because they are either the holder of an instrument or interest appearing of record which affect or may affect the Mortgaged Premises, or because they are the holder of a legal and equitable interest in the Mortgaged Premises which is subordinate to plaintiff's Mortgage lien.

9a. Title to the property passed to Edward O Okebiorun, and he executed the note and mortgage as Edward O Okebiorun, a single person. In the event he married after executing the note and mortgage, plaintiff joins a defendant, Mrs. Edward O Okebiorun, wife of Edward O Okebiorun, as a defendant for any marital and/or possessory interests, if any, she may have in the mortgaged premises.

WHEREFORE, the plaintiff demands judgment:

- (a) Fixing the amount due on the Mortgage;
- (b) Barring and foreclosing the defendants and each of them of all equity of redemption in and to the Mortgaged Premises;
- (c) Directing that plaintiff be paid the amount due as provided in the Mortgage, together with interest, fees, costs and advances;
- (d) Adjudging that the Mortgaged Premises be sold according to law to satisfy the amount due to plaintiff on the Mortgage; and
- (e) Appointing a receiver of the rents, issues and profits of the Mortgaged Premises.

SECOND COUNT

1. Plaintiff hereby repeats, re-alleges, and incorporates the allegations set forth in the First Count of the Complaint, as if set forth herein at length.

2. By the terms of the Note and Mortgage, plaintiff is entitled to possession of the Mortgaged Premises and all appurtenances.

3. The Mortgagor(s) and Obligor(s) named herein has or may claim to have certain rights in the Mortgaged Premises, and by reason thereof, has or have deprived plaintiff of possession of the Mortgaged Premises.

WHEREFORE, plaintiff demands judgment against the defendants, except those protected by N.J.S.A. 2A:18-61.1. et. seq.:

- (a) for possession of the Mortgaged Premises in favor of plaintiff or its assignee or designee, which right to possession shall be transferred to the successful purchaser at the foreclosure sale;
- (b) for costs.

CERTIFICATION PURSUANT TO RULE 4:5-1

I hereby certify that the matter in controversy is not the subject of any other Court proceeding or arbitration and that, to the best of my knowledge and belief, no other parties need be joined at this time, and that no other proceedings are contemplated.

CERTIFICATION PURSUANT TO RULE 4:64-1(a) AND RULE 1:5-6(c)(1)(E)

I hereby certify that a title search of the public record has been received and reviewed prior to the filing of this action.

ZUCKER, GOLDBERG & ACKERMAN, LLC  
Attorneys for Plaintiff

By: \_\_\_\_\_

  
LEONARD B. ZUCKER  
MEMBER OF THE FIRM

DATED: March 16, 2010

EDWARD O OKEBIORUN, Pro Se  
15 BOX TURTLE LANE  
SICKLERVILLE, NJ 08081  
908-361-9190

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IN RE APPLICATION BY WELLS  
FARGO BANK, NA TO ISSUE  
CORRECTED NOTICES OF INTENT TO  
FORECLOSE ON BEHALF OF  
IDENTIFIED FORECLOSURE  
PLAINTIFFS IN UNCONTESTED CASES

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SUPERIOR COURT OF NEW JERSEY

CHANCERY DIVISION-  
PASSAIC COUNTY

DOCKET NO.: F-9564-12

CIVIL ACTION

**CERTIFICATION OF FILING AND  
SERVICE**

I certify that on this date, I caused the original of the following documents to be sent for filing  
via overnight mail to:

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

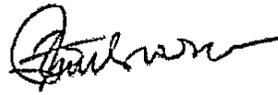
1. Letter Brief; and
2. This Certification of Filing and Service.

I further certify that on this date, I caused copies of the foregoing documents to be served via  
overnight mail on:

Mark S. Melodia, Esq.  
Reed Smith, LLP  
Princeton Forrestal Village  
136 Main Street - Suite 250  
Princeton, NJ 08540

Hon. Margaret Mary McVeigh, P.J.Ch.  
Superior Court of New Jersey  
Passaic County Courthouse  
71 Hamilton Street, Room 100  
Paterson, NJ 07505

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



September 21, 2012

Edward O. Okebiorun, Pro Se