

Eileen Egan
4 Snoozin Tree Lane
Parsippany, NJ 07054

October 8, 2012

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

RECEIVED
OCT 12 2012
SUPERIOR COURT
CLERK'S OFFICE

Re: In Re Application by Wells Fargo Bank, N.A. to Issue Corrected Notices to Intent to Foreclose on
Behalf of Identified Foreclosure Plaintiffs in Uncontested Cases
Docket Number F-009564-12

Dear Sir or Madame,

This letter shall serve as my objection to allowing Wells Fargo to issue a Corrected Intent to Foreclose.

1. **The Lender was false represented.** This forced Borrower to deal with an incorrect and difficult party (Wells Fargo) since 2009 to try and modify the loan several times. Had Lender been properly represented, Borrower could have dealt directly with the holder of the note.
2. **Failure to abide by the law:** Wells Fargo and the note owner should know the applicable laws associated with Foreclosure in the state in which they are proceeding with foreclosure actions since they are doing so many of them. They failed to act properly per the law and should not be allowed to correct this error.
3. **Improper notification:** Borrower did not receive a Corrected NOI dated August 14, 2012 that the Sept 20, 2012 letter referenced.
4. **Wells Fargo failed to produce requested documentation/proof of ownership.** Wells Fargo has disregarded several demands from Borrower to produce a valid assignment of the note and proof that Wells Fargo had the right to modify the loan. Wells Fargo has yet to provide this documentation; therefore there is no proof as to who actually owns the note and who can initiate foreclosure proceedings.
5. **Wells Fargo failed to produce requested breakdown of fees:** Borrower has also requested a breakdown of how arrears and fees were calculated. Wells Fargo fails to provide an understandable representation of this information. Borrower has been making monthly payments since February of 2011. Wells Fargo fails to provide an explanation or breakdown of what is being done with those payments.
6. **Borrower contested the Foreclosure:** This Foreclosure should not be uncontested as Borrower did mail in the appropriate paperwork to contest the original Notice of Intent to Foreclose. Those documents are included for your reference.

7. **Wells Fargo acted unethically** : During the time period where Borrower tried to obtain a fair and reasonable modification with Wells Fargo (who is not the owner of the note), Wells Fargo acted unethically in the following ways:
 1. Wells Fargo refused to recognize attorney representing Borrower.
 2. Wells Fargo placed unreasonable deadlines for Borrower to provide documents (which had to be done every month), yet Wells Fargo placed no time constraints on themselves, resulting in the need for Borrower to resubmit all documents every 30 days to keep the current per Wells Fargo requests.
 3. Wells Fargo spoke with unauthorized third parties about the note.
 4. When it was found out that Wells Fargo spoke with unauthorized third parties, Wells Fargo eliminated/deleted those notes and records from the file.
 5. Wells Fargo refused to provide requested information, such as proof of assignment of the note and a breakdown of the arrears and fees
 6. Wells Fargo refused to speak with Borrower for over 8 months in 2011 into 2012, causing the fees to grow to astronomical proportions, thus creating a situation that is now more difficult for Borrower to rectify. (Wells Fargo claims that they could not speak to Borrower because loan was in active Mediation, but the loan was not in active mediation at that time)
 7. Wells Fargo representatives would contradict each other in the information provided verbally to borrower.

Considering the reasons outlined above, I am objecting to allowing Wells Fargo to issue a Corrected Intent to Foreclose.

Further,

Sincerely,


Eileen Egan

Cc: Wells Fargo/America's Servicing Company, Mark S. Melodia, Esq., Reed Smith LLP, Princeton Forrestal Village, 136 Main Street, Princeton, NJ 08540

Judge McVeigh, J.S.C., Superior Court of NJ, Chambers 100, 71 Hamilton St., Patterson, NJ 07505

FORM A

Eileen Egan
(Your Name(s))
4 Snoozin Tree Lane, Parsippany, NJ 07054

(Your Mailing Address)
973 316-1662

(Your Daytime Telephone Number)

Defendant(s) Pro Se

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION – GENERAL EQUITY
Morris COUNTY

(County where the property is located)

Docket No F- 31629-10

Federal Home Mortgage Corporation
(Name of company or bank that filed the foreclosure complaint)

Plaintiff(s),

vs.

Eileen Egan
(Name of first defendant listed on the complaint)

Defendant(s),

CIVIL ACTION

ANSWER

Eileen Egan residing at
(Insert your name(s))
4 Snoozin Tree Lane
(Insert your street address)

in the City of Parsippany, County of Morris and State of NJ,
by way of Answer to the plaintiff's complaint herein, says:

AS TO THE FIRST COUNT:

Defendant admits/denies or is without knowledge or information sufficient to form a belief as to the truth of the allegation of each of the following paragraphs of the first count of the complaint as follows:

First Count section 13
Defendant did not receive from Plaintiff 30 days notice of intent to foreclose.

FORM A

AS TO THE SECOND COUNT:

Defendant admits/denies or is without knowledge or information sufficient to form a belief as to the truth of the allegation of each of the paragraphs of the second count of the complaint as follows:

Defendant did not receive from Plaintiff 30 days notice of intent to foreclose.

[Note: Defendants must include all separate (see *R. 4:5-3*) and affirmative defenses (see *R. 4:5-4*), raise them by motion as permitted in *R. 4:6-2*, or otherwise raise the defense in a timely manner or those separate defenses and affirmative defenses are waived.]

FIRST SEPARATE DEFENSE

Defendant did not receive from Plaintiff 30 days notice of intent to foreclose.

SECOND SEPARATE DEFENSE

FORM A

THIRD SEPARATE DEFENSE

[Empty rectangular box for Third Separate Defense]

FIRST AFFIRMATIVE DEFENSE

[Empty rectangular box for First Affirmative Defense]

SECOND AFFIRMATIVE DEFENSE

[Empty rectangular box for Second Affirmative Defense]

Wherefore, Defendant demands judgment:

- A. Dismissing the plaintiff's complaint;
- B. Awarding defendant costs incurred in defending against this action; and
- C. For such other relief as the court deems just and equitable.

Dated: 8/10/2010

Eileen Egan
Signature
Eileen Egan
Print or Type Name

Dated: _____

Signature

Print or Type Name

FORM A

CERTIFICATION PURSUANT TO RULE 4:5-1

The matter in controversy is not the subject of any other action pending in any other New Jersey court. There are no pending arbitration proceedings. No other action or arbitration proceedings are contemplated. No non-party is known who would be subject to inclusion or joinder in this case because of potential liability.

Dated: 8/10/2010

Eileen Egan

Signature

Eileen Egan

Print or Type Name

Dated:

Signature

Print or Type Name

CERTIFICATION OF MAILING ANSWER TO COURT AND TO THE ATTORNEY FOR THE PLAINTIFF

I hereby certify that:

1. A copy of the within Answer was filed within the time prescribed by the Rules of Court.
2. On 8/10/2010 I, the undersigned, mailed to Zucker, Goldberg, & Ackerman
 (insert the date) (insert the name of the plaintiff's attorney)
 Attorneys for Plaintiff, at 200 Sheffield Street, SUite 301
 (insert the address of the plaintiff's attorney)

by regular mail, a true copy of the within Answer.

I hereby certify that the statements made by me in this document are true. I am aware that if any are willfully false, I am subject to punishment.

Dated: 8/10/2010

Eileen Egan

Signature

Eileen Egan

Print or Type Name

Dated:

Signature

Print or Type Name