Print Form | Clear Form

Kimberly Valente
(Your Name(s))

236 Park Avenue, Hammonton, NJ, 08037
(Your Mailing Address)

(609) 431-2110
(Your Daytime Telephone Number)

FILED Sep 16, 2013

Superior Court of New Jersey
Chancery Division
General Equity

JP Morgan Chase
(Name of company or bank that filed the foreclosure complaint)

Plaintiff(s),

Vs.

Kimberly Valente
(Name of first defendant listed on the complaint)

Defendant(s),

Mercer County
County where the property is located or "Mercer" for an objection to the Order to Show Cause

Docket No F- 21511-13

CIVIL ACTION

OBJECTION TO: (select one)

☒ Order to Show Cause

☐ Corrected Notice of Intention to Foreclose

I/We Kimberly Valente, the defendant(s) in the foreclosure matter
(filing party or parties)

See above hereby object
(caption and docket number if different from above)

to the Plaintiff's filing of the (select one)

☒ Order to Show Cause ☐ Corrected Notice of Intention to Foreclose for the following specific reasons:

(Describe specific objections in numbered paragraphs. Please attach additional pages if necessary.)

Defendant objects to the Order to Show Cause filed by the Plaintiff on the following grounds:

1. The plaintiff misrepresents its interest in the property. Defendant bought the property on February 6, 2006 when she executed a note to First Horizon. A copy of the note is attached an labeled as Exhibit 1.

2. Fannie Mae states that it is the investor and that the loan was acquired on May 1, 2006. Attached and labeled as Exhibit 2 is a true and correct copy of the Fannie Mae website wherein Fannie Mae claims ownership of the loan. In fact, there is no clear chain of title as the note has not been properly endorsed. Defandant desires that the court hear this matter,

3. Defendant believes that Chase cannot prove ownership of the note or the deed. Therefore. defendant requests that the court afford the defendant a chance to present her case at hearing.

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

09/14/2013
Date

Kimberly A Valente
Signature

Kimberly A. Valente
Print or Type Name

RECEIVED
SEP 16 2013
SUPERIOR COURT
CLERK'S OFFICE

Certification of Service

I hereby certify that on 09/14/2013 I sent my objection to the following parties by: (Select which mailing method you chose. If you sent it by both regular and certified mail, check both.

☐ regular mail ☒ certified mail ☐ other _____

List each party to the lawsuit; send your opposition to the attorney if the party is represented by counsel; if the party is pro se you may send the papers directly to that individual.

Name Morgan, Lewis, & Boctus, LLP
Address 502 Carnegie Center
Princeton, New Jersey 08540-6241

Attorney for Plaintiff

Name Brian Herman
Address 101 Park Avenue
New York, New York 10178

Attorney for Plaintiff

09/14/2013
Date

Kimberly A. Valente
Signature

Kimberly A. Valente
Print or Type Name

RECEIVED
SEP 16 2013
SUPERIOR COURT
CLERK'S OFFICE

NOTE

April 5th, 2006 [Date] | HAMMONTON, [City] | NEW JERSEY [State]

236 PARK AVENUE, HAMMONTON, NJ 08037
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. $ 104,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is FIRST HORIZON HOME LOAN CORPORATION

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 6.250 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 1st day of each month beginning on June 1st, 2006. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on May 1st, 2036, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at PO BOX 809 MEMPHIS, TN 38101 or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. $ 640.35.

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.00 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

Kimberly A. Valente (Seal)
KIMBERLY A VALENTE
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

[Sign Original Only]

0057420234

VMP-5N (0207)

Form 3200 1/01

Pay to the order of
MetLife Home Loans, a Division of MetLife Bank, N.A.
Without recourse
First Horizon Home Loan Corporation

by_____
B.J. Cooley, Vice President

Pay to the order of

Without recourse
MetLife Home Loans, a Division of
MetLife Bank, N.A.

By_____
Ed Fisher, Manager - Loan Administration

KNOWYOUROPTIONS.COM
by Fannie Mae

Exhibit 2

Fannie Mae Loan Lookup Results: Match Found

It appears that Fannie Mae owns your loan, based on the information you entered:

KIMBERLY VALENTE
236 PARK AVE
HAMMONTON, NJ 08037
Last 4 Digits of Social Security Number: ****
Fannie Mae Loan Acquisition Date: 05-01-2006
Mortgage Company: JP MORGAN CHASE BANK, NA

Results—Our Records Indicate:

- Your loan was acquired by Fannie Mae on or before May 31, 2009. Knowing the Fannie Mae Loan Acquisition Date is important because some programs, such as HARP, are available only on loans acquired by Fannie Mae on or before May 31, 2009.
- Your mortgage company is **JP MORGAN CHASE BANK, NA**.
- You may be eligible for the Home Affordable Refinance Program (HARP) or for the Home Affordable Modification Program (HAMP)—or other programs available exclusively for Fannie Mae borrowers.

Next Steps:

To help you find the option(s) that might be best for your situation, please answer the questions below:

Have you been delinquent on your mortgage in the past 12 months?: Yes No

***Note:** In this case, "delinquent" means you have paid your mortgage payment late by 30 days or more at any time in the last 6 months. Or, that you had more than one late payment or made a payment more than 30 days late in the 6-month period prior to the last 6 months.*

Do you anticipate having difficulty paying your mortgage in the near future (next 2-3 months)?: Yes No

Other Steps You Can Take:

Get Help Now

Contact a Fannie Mae Mortgage Help Center for free housing counseling and assistance with your mortgage.

Explore KnowYourOptions.com

Review the useful information and tools on this site to learn more about your options.

Contact Your Mortgage Company

FORECLOSURE CONSEQUENCES

What can happen if you are foreclosed on? Find out here so you can be prepared.

GO TO OUR FORECLOSURE PAGE