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SUPERIOR COURT
CHANCERY DIVISION

Attorney for Alice Castillo and Antonio Castillo

<p>IN RE NOTICES OF INTENTION TO FORECLOSE SERVED BY PNC MORTGAGE, A DIVISION OF PNC BANK, N.A.</p>	<p>Superior Court of New Jersey Chancery Division Mercer County</p> <p>Docket No. F-030900-13</p> <p>Civil Action</p> <p>Interested Parties, Alice Castillo and Antonio Castillo's Objection to PNC Mortgage, A Division of PNC Bank, N.A.'s Order to Show Cause to Proceed Summarily Pursuant to <u>R.</u> 4:67-2</p>
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COMES NOW, Alice Castillo and Antonio Castillo (hereinafter, the "Interested Parties"), by and through their undersigned counsel, who hereby submit this Objection to the Verified Complaint issued by the Hon. Paul Innes, P.J.Ch., by and through PNC Mortgage, A Division of PNC Bank, N.A. ("PNC"), and state as follows:

INTRODUCTION

The Interested Parties hereby reserve and invoke all of their rights under their Mortgage Security Instrument and under the New Jersey Fair Foreclosure Act (N.J.S.A. § 2A:50-53 to -68; “FFA”).

Interested Parties believe there is an active campaign to distract not only themselves and all those affected New Jersey homeowners, but also foreclosure defense attorneys and Chancery court judges, among others, throughout this State from acknowledging the “*elephant in the room*” described herein, which is the duty of the **Lender** to fulfill the conditions precedent to foreclosure.

As this Court is aware, the above action filed by PNC comes pursuant to the Supreme Court of New Jersey's (SCNJ) April 4, 2012 Order entered following the Court's decision in U.S. Bank, N.A. v. Guillaume, 209 N.J (2012), (“Guillaume”).¹

The SCNJ authorized both Hon. Innes and Hon. McVeigh “to entertain summary actions by Orders to Show Cause as to why plaintiffs in any uncontested residential mortgage foreclosure actions filed on or before February 27, 2012 in which final judgment has not yet been entered, who served Notices of Intention to Foreclose that are deficient under the [FFA], should not be allowed to serve corrected Notices of Intention to Foreclose on defendant mortgagors and/or parties obligated on the debt.”

¹ On February 27, 2012, the SCNJ decided Guillaume and held that the Fair Foreclosure Act requires strict adherence to the notice requirements set forth in N.J.S.A. 2A:50-56(c) for all NOIs. The Court further held that a court adjudicating a foreclosure action in which the requirements of N.J.S.A. 2A:50-56 were not followed has the discretion to choose the appropriate remedy, permitting a cure of the deficient NOI, or imposing such other remedy as may be appropriate to the specific case. *See*, <http://www.judiciary.state.nj.us/notices/2012/n120404a.pdf>.

On or about October 11, 2013, the Interested Parties received PNC's Verified Amended Complaint along with the OSC package in its entirety, as well as a "corrected NOI."

The Interested Parties are currently defendants in a foreclosure action filed in the Superior Court of Monmouth County, Chancery Division by DEUTSCHE BANK TRUST COMPANY AMERICAS AS TRUSTEE RALI 2007-QS6 in the case of DEUTSCHE BANK TRUST COMPANY AMERICAS AS TRUSTEE RALI 2007-QS6 v. Castillo, et al. (F-035536-10), which involves a notice purporting to be a NOI but was sent by an unauthorized third party servicer who is not a party to the Interested Parties' Mortgage or Note instrument as described herein. Thus, said notice sent by a third-party [unauthorized] agent is not only deficient in the manner which PNC and the SCNJ have acknowledged above, but, in fact, is not a NOI at all.

As DEUTSCHE BANK TRUST COMPANY AMERICAS AS TRUSTEE RALI 2007-QS6 v. Castillo, et al. presently stands as "Default" was entered against the Interested Parties on June 3, 2011 (default judgment has not been entered). Recently, on October 8, 2013, the Interested Parties, by and through their undersigned counsel, filed their Motion to Set Aside Default, to allow them to file an Answer to the Complaint in Foreclosure. PNC has yet to apply for final judgment in this matter.

PNC's VERIFIED COMPLAINT

In its Amended Verified Complaint, according to PNC, it "*services... residential mortgage loans.*" (Emphasis added.) *See, PNC's Verified Complaint*, p. 2, ¶ 2. "As a

servicer,” PNC alleges its duties are to “collecting the monthly mortgage payment; maintaining the books and records of each mortgage loan; ensuring that there is adequate insurance coverage for the property; ensuring that the real estate taxes and other potential liens are paid.” *See, PNC’s Verified Complaint*, p. 2, ¶ 3. PNC even goes so far as to claim, “[i]n other words, PNC Mortgage is the face of the loan for the borrower and the entity to which the borrower interacts with for any issue regarding the loan.” *See, PNC’s Verified Complaint*, p. 2, ¶ 3.

OBJECTION TO PNC’S APPLICATION

The Interested Parties hereby object in full to PNC’s Application and all attachments in support of its Order To Show Cause, and demand strict proof, from the principal, of PNC’s authority to act as agent and serve a lawful NOI, specifically upon the Interested Parties.

The NOI is a central component of the FFA, serving the important legislative objective of providing timely and clear notice to homeowners that immediate action is necessary to forestall foreclosure. U.S. Bank, N.A. v. Guillaume at 582. N.J.S.A. 2A:50-56(a) requires **lenders** contemplating foreclosure to give defaulting homeowners “notice of such intention **at least 30 days** in advance of such action as provided in this section.” Guillaume, at 582. (Emphasis added.)

Subsection (e) under N.J.S.A. § 2A:50-56 states as follows:

The duty of the lender under this section to serve notice of intention to foreclose is independent of any other duty to give notice under the common law, principles of equity, State or federal statute, or rule of court and of any other right or remedy the debtor may have as a result of the failure to give such notice. (Emphasis added)

The Appellate Division in Bank of New York v. Laks (N.J. Super. A-4221-09T3, WL 3424983, (2011)) also acknowledged subsection (e) of the FFA, holding that the **lender's "duty" to provide the notice of intention is "independent of any other duty to give notice."** (Emphasis added.)

The Appellate Division has consistently concluded that lenders must strictly comply with the FFA. Laks; see Chaudhri, supra, 400 N.J. Super. at 139; Kim, supra, 361 N.J. Super. at 346. **Compliance with this notice provision is, in effect, a condition the lender must satisfy** in order to either "accelerate the maturity of any residential mortgage obligation" or "commence any foreclosure or other legal action to take possession of the residential property which is the subject of the mortgage." N.J.S.A. § 2A:50-56(a); Bank of New York v. Laks. The FFA entitles a residential borrower to service of a conforming notice of intention *before* acceleration of a mortgage obligation and *before* commencement of foreclosure proceedings. N.J.S.A. § 2A:50-56(a); Laks.

Most recently, and importantly, our Supreme Court in Guillaume noted and held what the trial court in the same case observed in its opinion at 588:

A lender's failure to serve a notice of intention would be more significant than the omission of the lender's name from the notice of intention.
(Emphasis added)

In accordance with the pre-foreclosure notice requirements under the FFA is the subject *Mortgage Security Instrument conditions precedent* which states in part:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrowers breach of any covenant or agreement in this security instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the property; (e) the Borrower's right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure, and (f) any other disclosure required under the Fair Foreclosure Act, codified at Section 2A:50-53 et seq. of the New Jersey Statutes, or other Applicable Law. (Emphasis added)

In addition to the conditions stated under the FFA, these conditions under the Mortgage entitle the Interested Parties, and all other homeowners, to service of a conforming notice of intention from the lender before acceleration of a mortgage

obligation and commencement of foreclosure proceedings. The Mortgage instrument is a contract which includes, within the four (4) corners of the instrument, pre-foreclosure notice provisions existing independently from the FFA, and, which governs the foreclosure process of the Interested Parties.

N.J.S.A. § 2A:50-55 defines “lender” as:

... any person, corporation, or other entity which makes or holds a residential mortgage, and any person, corporation or other entity to which such residential mortgage is assigned.
(Emphasis added)

By serving a notice purporting to be a NOI, PNC, as alleged *servicer*, is purporting to act on very basic principles of agency law that have existed in New Jersey for many decades. The principle is simply this: If an agent is acting [or coming into court to act] on behalf of a principal, there must be some consent of the principal upon whose behalf the agent is acting.

The admissions of an agent bind the principal only when they are made within the scope of the agency or when they are authorized by the principal.² Sears Mortg. Corp. v. Rose, 634 A. 2d 74 - NJ: Supreme Court 1993; Hansen v. Eagle-Picher Lead Co., 84 A. 2d 281 - NJ: Supreme Court 1951; Van Genderen v. Paterson Wimsett Thrift Co., 128 N.J.L. 41 (1942).

² Under New Jersey agency law, “an agency relationship is created when one party consents to have another act on its behalf, with the principal controlling or directing the acts of the agent.” Sears Mortgage Corp. v. Rose, 134 N.J. 326 (1993); Arcell v. Ashland Chem. Co., 152 N.J. Super. 471, 494-95, 378 A.2d 53 (Law Div. 1977).

N.J.S.A. 46:2B-10 defines “Agent” as:

... the person authorized to act for another person pursuant to a power of attorney. An agent may be referred to as an 'attorney,' 'attorney-in-fact' or 'deputy' in the power of attorney.

Under New Jersey law, the alleged power of attorney bestowed upon servicer PNC must be committed to in writing. N.J.S.A. § 46:2B-10. The Interested Parties' Mortgage does NOT grant Power of Attorney to any servicer, nor PNC, under New Jersey or any other applicable law. In fact, the Mortgage does not expressly create an agency relationship with any entity or even mention the word “agency.” Thus, servicer PNC, does not constitute a lawful agent under N.J.S.A. § 46:2B-10 to have acted on behalf of an alleged principal to the Interested Parties' Mortgage. The issue lies herein: at all times during the servicing of the mortgage loan, homeowners deal directly with third party servicers (*and never the real party(ies) in interest*) who purportedly act on behalf of an alleged principal.

Not only do servicers prevent homeowners from communicating directly with the real party in interest [*a right granted to the homeowner not only under the Mortgage, but also under New Jersey law*] but the alleged principal is withheld from the homeowner, and remains undisclosed until the foreclosure complaint is filed; and even then, in many cases, the alleged principal is never disclosed. There exists no proof that the principal owner ever participated in or even authorized the pre-foreclosure and foreclosure filing process to commence.

The appearance and surfacing of the purported holder and owner for the very first time, when the Foreclosure Complaint is filed, *is highly suspect*; and to how this non-party to the mortgage has become the plaintiff in the foreclosure action simply does not add up.

This confusion is furthermore convoluted when a Foreclosure Complaint is filed by the entity, purporting to be the “Lender,” who did not serve the pre-foreclosure mandated notice(s), and/or the pre-foreclosure notice is defective in some other fashion. What the foregoing does equate to is, in fact, a fraud upon the Interested Parties, all other affected homeowners, the public [record] and the Courts of this State.

This servicing shell game appears to go much deeper. A scheme to conceal the real party in interest and all transfers made in the secondary market regarding residential mortgages has been employed, if not created, by government sponsored entities (GSE) such as Fannie Mae (*Federal National Mortgage Association*) and her boyfriend, Freddie Mac (*Federal Home Loan Mortgage Corporation*), as evidenced in their own servicing guidelines.³ These “guidelines” direct servicers, such as PNC, to being the foreclosure process by preparing and executing (e.g., *fabricating*), and recording assignments of mortgages to themselves, with absolute disregard for the State’s centuries-long property recordation system and maintaining a valid chain of title to property.⁴ Moreover, under these guidelines, servicers, such as PNC, are required to foreclose in their own name, as opposed to Fannie or Freddie, or the real party in interest.⁵ Such guidelines for servicers

³ See, <https://www.efanniemae.com/sf/guides/ssg/svcgpdf.jsp>; <http://www.allregs.com/tpl/Main.aspx>

⁴ Freddie Mac 2012 Single-Family Seller/Servicer Guide, Section 66.17.

⁵ Freddie Mac 2012 Single-Family Seller/Servicer Guide, Section 22.14.

are repugnant to the Interested Parties' subject Mortgage instrument, and New Jersey law, specifically regarding mortgage assignments, property records, real party in interest and fraud, *inter alia*.

SERVICING SHELL GAME

The SCNJ, by and through the appointed Special Master, is well aware of this new age where mere servicers have attempted to evolve into lenders. In its *Order Approving the Report of the Special Master Concerning Wells Fargo Bank, N.A.*⁶, the Hon. Mary C. Jacobson's stipulations include but are not limited to:

- a.) If the Respondent is acting on behalf of a mortgagee, but is not the mortgagee itself, provide examples of the source of the Respondent's authority to act, including providing representative samples of documentation evidencing the authority to act on behalf of mortgagees;
- c.) Describe the Respondent's case processing steps for the review of information contained in, and the execution of, affidavits/certifications submitted in support of foreclosure proceedings.

The banks, GSEs and servicers, with the help of our Courts, are outrageously attempting to allow servicers to simply step into the shoes of the lender and carry out the foreclosure process in full, inclusive of serving the NOI and filing the Complaint as the real party in interest; all in spite of what virtually every New Jersey homeowners' Mortgage instrument reads, and the New Jersey laws as they exist today. The Courts of New Jersey are allowing servicers to be the plaintiffs without proof of authority to act for the alleged Real Party in Interest because, as it now appears, all are following GSE's

⁶ See, http://www.judiciary.state.nj.us/superior/order_wells_fargo.pdf

guidelines.

Freddie Mac [and Fannie Mae] is telling servicers to file foreclosures in servicers' name. As described above, this is a fraud upon the Courts and all homeowners, while denying due process in the foreclosure action.⁷ Assignments to and from servicers and the GSEs are not only colorable and give rise to unclean hands, but are in fact fraudulent as the servicers manufacture the assignments in anticipation of a foreclosure proceeding as opposed to creating the assignment in the regular course of business.⁸

New Jersey law does not allow for servicers to bring an action in its own name, verify complaints and use GSE guidelines to foreclose on homeowners. "As a general proposition, a party seeking to foreclose a mortgage must own or control the underlying debt.'" Wells Fargo Bank, N.A. v. Ford, 418 N.J.Super. 592, 597, 15 A.3d 327 (App.Div. 2011) (*quoting* Bank of N.Y. v. Raftogianis, 418 N.J.Super. 323, 327-28, 13 A.3d 435 (Ch.Div.2010)). To further add to this absurdity, Freddie Mac's Guidelines under Section 66.54, specifically instructs servicers to avoid payment of Property Transfer Tax even though by law it would be the foreclosing entity's responsibility to do so:

The Servicer must ensure that its foreclosure counsel or trustee conducts the foreclosure in the Servicer's name and that title to the property is vested in Freddie Mac's name (if property is not purchased by a third party). This must be done in a manner that does not result in an obligation to pay transfer tax. Freddie Mac will not reimburse the Servicer for ant transfer taxes.

⁷ Freddie Mac 2012 Single-Family Seller/Servicer Guide, Section 66.17.

⁸ Freddie Mac 2012 Single-Family Seller/Servicer Guide, Section 22.14.

The record is presently clear: Our Counties in New Jersey desperately need this funding. The above unlawful and fraudulent acts allow Freddie Mac [and Fannie Mae] to bid (credit bid, no cash) on the foreclosure sale of each property even though it was not the alleged disclosed plaintiff, Real Party In Interest, or the true creditor, in any of the foreclosure complaints and suits. This creates a cloud on the title that will continue to exist if not corrected now.

PNC claims that it “is the face of the loan for the borrower and the entity to which the borrower interacts with for any issues regarding the loan,” and that, “PNC send out a NOI as required by the FFA.” Despite PNC’s claims, proof of such authority to act for its principal has yet to be evidenced at any time. The Interested Parties hereby object to, deny, and question PNC’s authority as alleged servicer to serve a NOI, and file a foreclosure Complaint, on behalf of the alleged true owner, and the Interested Parties hereby demand strict proof thereof. Proof of such authority must come from the mouth of the principal. See, Sears; Hansen; Van Genderen.

A servicer’s authority and duty to serve a NOI, as agent on behalf of its alleged principal, must come from the principal and be reduced to writing by way of a duly recorded Power of Attorney. There is no provision within the four corners of the Mortgage allowing a servicer to step into the shoes of the lender and send the NOI on the lender’s behalf. To allow a servicer to serve a NOI, and/or file a Complaint in Foreclosure, without proof of authority and/or *ratification of commencement*, would be repugnant to the respective Mortgage contract, New Jersey law and precedent, as well as

both State rules of court and federal rules of procedure.

Having failed to establish an agency relationship, such a notice by a servicer does not constitute a valid notice that could fall under the FFA or subject Mortgage. At the time the NOI was sent, the Lender of record was the only lawful entity to claim the title of “Lender” and thus qualify itself, under the FFA and Mortgage, to fulfill the pre-foreclosure notice requirements. The subject notice, having been sent by an entity other than the Lender, cannot be considered a lawful NOI as it exists under the FFA, nor can it be considered a lawful notice under the Mortgage.

The Interested Parties assert that a violation of subsections (a) and (e) under the FFA, as well as the failure to fulfill the *conditions precedent* under the Mortgage, are not mere technicalities but proof of a fatal defect in DEUTSCHE BANK TRUST COMPANY AMERICAS AS TRUSTEE RALI 2007-QS6's standing. This Court must refrain from focusing its attention on the notice's defective content but rather concern itself with from whom the notice was sent, and who the actual Lender was at the time the notice should have been sent, in accordance with the provisions of the respective Mortgage and New Jersey law.

The Interested Parties cannot give validity to the subject notice sent by servicer merely because the Interested Parties admitted to receiving such a notice under the FFA. The subject notice received by the Interested Parties from servicer PNC was deceptively titled “Notice of Intention to Foreclose” to which the Interested Parties were without many options concerning how to appropriately refer to the notice. A notice attempting to

be considered as a NOI can only come from the Lender, and presumably, the future plaintiff, N.J.S.A. 2A:50-56(a) and (e). The subject notice did not come from lender and therefore cannot be entertained as a NOI despite the Interested Parties' mistaken reference to the notice as being a NOI.

The FFA and Mortgage entitle the Interested Parties, and all other New Jersey homeowners, to service of a conforming notice from Lender before foreclosure. Moreover, the notice provisions under the Mortgage require that Lender must inform the Interested Parties of their "right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure." The Interested Parties not only failed to receive such notice, but simply allowing PNC to serve a "corrective NOI" during the present foreclosure(s) would fail to serve the intent and purpose of the FFA and Mortgage conditions and requirements, thus depriving the Interested Parties and all other affected homeowners of their rights under both the FFA and Mortgage.

The re-serving of a "corrective" NOI during this pending foreclosure where Plaintiff has already obtained a judgment would be improper, void, and a forfeiture and violation of the Interested Parties' substantive rights. The only available option remaining to the Interested Parties, and other homeowners, from a "corrective NOI" at this stage in the proceedings would be to pay the alleged amount due.

The FFA and subject Mortgage protects the Interested Parties, and all other New Jersey homeowners, from undue harm, paying an imposter posing as “Lender”, in particular, PNC.

The Appellate Division in Laks concluded:

In the end, the Legislature has imposed a duty that lenders must perform before they accelerate a residential mortgage obligation or commence an action to foreclose. In this case, plaintiff did not fulfill its obligation before filing the action, and, regardless of the relative merits and equities, it is not entitled to accelerate the mortgage principal or maintain a foreclosure action until it complies. (Emphasis added)

US BANK v. GUILLAUME

In the recently decided case before the SCNJ, U.S. Bank, N.A., as Trustee v. Guillaume, defendant homeowners were dealt a default judgment having failed to answer the foreclosure complaint. Thereafter, plaintiff, U.S. Bank, N.A., was awarded a final judgment. It was not until then did defendants seek counsel and attempt to move to vacate the default judgment.

With regards to the FFA, defendants, the Guilllaumes, moved under R. 4:50-1(a) alleging the NOI they received was in violation of N.J.S.A. 2A:50-56(c)(11) exclusively, having failed to name the lender and lender’s address. Solely because of this violation, defendants further argued the judgment was void and the court lacked jurisdiction. The SCNJ overruled the Appellate Division in the Bank of New York v. Laks, concluding that a violation of subsection (c)(11) did not render a judgment void, did not deprive a court of jurisdiction, nor limit a court to the remedy of a dismissal alone.

The circumstances, procedural history, and fact pattern surrounding the Guillaume case are vastly dissimilar to that of this instant matter. Contrary to the Guillames, the Interested Party in this instant matter asserts that the Court lacks subject matter jurisdiction based upon PNC and the Lender, as defined by the FFA's, violation of subsections (a) and (e) under the FFA and failure to fulfill the conditions precedent under the Mortgage. Not only did the Guillames fail to argue a violation of subsections (a) and (e) under the FFA, but they also failed to state whether the notice conditions under their own Mortgage were fulfilled. In other words, the Guillames did not argue from *whom* the NOI was sent. To which had the Guillames effectively done so, a more favorable outcome may have been reached.

The Interested Parties, and all other affected New Jersey homeowners, have been extremely prejudiced by the Court's generalizing of every case, where a defective NOI has been served, to fall under the decision and subsequent Orders from Guillaume. The Guillaume decision and subsequent Order from the SCNJ concerned only a matter of defective contents within a properly served NOI, never addressing the conditions precedent under the Mortgage, *nor* from whom the notice was sent. Such is not the case here. The Guillaume decision, as it is being employed the SCNJ, PNC, and this Court, simply does not apply and has no effect on this instant matter.

CONCLUSION

As the Interested Parties have established above, PNC as a servicer, lacks the authority under the FFA and Mortgage Security Instrument to serve the Interested

Parties with a NOI minus proof of a lawful and valid Power of Attorney granted and signed by the principal prior to serving a pre-foreclosure NOI.

The *conditions precedent*, inclusive of those conditions stated under the Mortgage, specifically from *whom* the notice was sent, were never argued by the defendant homeowners in US Bank, N.A. v. Guillaume. Defendants, the Guillames, argued that the NOI was defective in content only (N.J.S.A. 2A:50-56(c)) and not that it was sent from a party with no authority, nor proof of authority. This makes the decision in Guillaume, and subsequent April 4, 2012 Order, of no effect upon this instant matter as it is brought forth by the Interested Parties.

The Interested Parties re-allege and incorporate by reference the above statements as though fully set forth herein, and for these reasons the Interested Parties object, in full, to PNC's Application in support of this Order To Show Cause; and respectfully move this Court to enter an Order denying the re-serving of ALL "corrected" NOIs during the pendency of those named actions, and dismiss each matter accordingly; and furthermore, the Interested Parties respectfully move this Court to place an Order demanding that PNC produce powers of attorneys signed by the principals establishing PNC's authority to act as agent at the time it originally served the defective NOI, and presently, for each and every alleged principal named in its Amended Verified Complaint.

Dated this 6th day of November, 2013.

Respectfully submitted,

SIMONI LAW OFFICE, LLC



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Attorney for Alice Castillo and Antonio Castillo

CERTIFICATE OF SERVICE

On the date indicated below, I hereby certify service of the following document:

1. Alice Castillo and Antonio Castillo's Objection to PNC's Order To Show Cause

To the following recipients via U.P.S. Overnight Mail:

Brian C. Nicholas, Esq.
Zucker, Goldberg & Ackerman, LLC
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SIMONI LAW OFFICE, LLC



LOUIS A. SIMONI, ESQUIRE

DATED: November 6, 2013

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NOV 07 2013

November 6, 2013

SUPERIOR COURT
CLERK'S OFFICE

Via UPS Overnight Mail
Clerk of the Superior Court
Foreclosure Processing Services
Attention: Objection to Notice of Intention to Foreclose
25 W. Market Street, 6th Floor, North Wing
Trenton, NJ 08611

Re: In re Notice of Intention to Foreclose Served by PNC Mortgage, a Division of PNC Bank, N.A.
Docket No.: F-030900-13
Alice Castillo and Antonio Castillo's Objection to PNC's Order to Show Cause Package

Dear Clerk,

This office is counsel to Alice Castillo and Antonio Castillo in the above-referenced docket. Enclosed for filing please find the following:

- XX Objection to PNC's Order to Show Cause Package
- XX Certificate of Service

Please file the enclosed and return a time-stamped copy to me in the self-addressed stamped envelope. Kindly charge attorney collateral account no. **142780** the costs of filing. Thank you for your time and attention to this matter.

Very Truly Yours,

Louis A. Simoni, Esq.

LAS/ad
Enclosures

cc: Alice Castillo and Antonio Castillo, *Via First Class Mail*
Zucker, Goldberg & Ackerman, LLC, *Via UPS Overnight Mail*