

THIS DOCUMENT MAY BE DOWNLOADED AT
http://finfix.org/proof/ADDL/Case_2-16-cv-05301_NJ-Foreclosure-Mortgage-Fraudulent-4-24-17.pdf

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

FILED
DISTRICT OF NEW JERSEY
2017 APR 24 P 3 2

VERONICA A. WILLIAMS,

Plaintiff,

v.

LITTON LOAN, et al.,

Defendants.

Civ. No. 2:16-cv-05301-ES-JAD

**FORECLOSURE: COMPLAINT,
MORTGAGE & CERTIFIED FILES
ARE FRAUDULENT**

Case Docket No. F – 000839-13

**FORECLOSURE BASED ON FRAUDULENT MORTGAGE
Plaintiff Finds Documents That Refute Foreclosure Complaint**

The mortgage agreement presented in the complaint is not what the Plaintiff agreed to. The structure, type and interest rate are incorrect. The Plaintiff has obtained two documents and located two potential witnesses to corroborate this. The documents confirm alternate offers from another mortgage provider that was matched by Fremont. The Plaintiff has also found the agreement she executed with Fremont to correct their error. To protect the witnesses, the Plaintiff prefers not to disclose their names until just before they testify.

FREMONT FRAUD: MORTGAGE, LEGAL FILINGS, COMMUNIQUÉS

The Plaintiff just gained access to the New Jersey Foreclosure Case File last week. She is reviewing over 800 pages and found a fraudulent adjustable rate note with 11.55% interest rate (see Attachment I). This adjustable rate mortgage, included in the complaint, also had an adjustable rate rider. The rider is duplicitous, unnecessary and not typical protocol for mortgage execution and processing. This is another indication of Fremont's deceitful action.

The “amount borrowed” was not only wrong, it was not allowed because it was more than the appraised value less the amount of the other mortgage. Further, the Plaintiff was never advanced the difference between the alleged amount borrowed and the mortgage that was refinanced.

At the time the Plaintiff contracted with Fremont, her effective rate with Chase was about 3%. The Plaintiff did not agree to an adjustable rate mortgage at 11.55%. It would have been unnecessary and foolish for her to do so.

CHASE OFFERS MORTGAGE WITH FIRM FIXED 6% INTEREST RATE

Chase offered the Plaintiff a mortgage with a firm, fixed 6% interest rate amortized over a 30-year period. That offer eliminated all competitors except Fremont. Fremont representatives worked gallantly to win the Plaintiff’s business. The only reason the Plaintiff sought refinancing was to get her mortgage out of the hands of Litton Loan (see pp. 18, 53, 1447, 1562, 1590, 1742, 2966 & 3641-3642 in <http://www.fifix.org/US-Case-No-2-16-cv-05301-ES-JAD.pdf>). Given the fact that the Plaintiff had invested in her home for 8,219 days and was in the 22nd year of her mortgage, it was extremely costly to refinance (see pp. 704-730 of <http://www.fifix.org/US-Case-No-2-16-cv-05301-ES-JAD.pdf>). Nevertheless, Litton Loan had arbitrarily added a substantial amount to the principal of her mortgage. Since Litton Loan refused to acknowledge what they did, it was safer to move the mortgage to a different mortgager and retire the mortgage in a few years, than to keep it with Litton Loan. The Plaintiff’s firm was experiencing explosive growth and she needed to remain focused on her clients and to maintain the financing assets she had established over the past 20 years. The Plaintiff chose Fremont over Chase to refinance. She did not know that this would begin an 11⁺ - year battle against fraud by the defendants.

Chase had established a long term, solid individual and business relationship with the Plaintiff. She had multiple personal accounts with Chase. She also had multiple accounts for her firm with Chase.

One of these accounts uniquely poised the Plaintiff to finance the growth of her firm at a low cost of capital. This account was based on a unique financial instrument. A financial instrument is *any contract that gives rise to a financial asset of one entity and a financial liability or equity instrument of another entity*¹. Chase provided the Plaintiff with a unique, versatile and powerful instrument that was structured as a mortgage wrapped around with a HELOC (home equity line of credit).

The structure and terms of the Chase financial instrument established with the Plaintiff strictly contained the interest rate charged. In other words, it remained low and competitive with minimal fluctuation. The Chase instrument even allowed interest to be eliminated altogether without losing the financial power of the instrument. Chase offered the Plaintiff the ability to couple this financial instrument with a firm, fixed interest rate of 6% on a conventional mortgage. The only reason to go with Fremont was to diversify to minimize risk. The Plaintiff had identified potential servicing problems by Chase. She assess the risk at greater than the 1% difference in the interest rate. The Plaintiff would have retired the Fremont note in 3 to 5 years if the defendants had not defrauded here. That would have offset the exorbitant cost of refinancing. The defendants cost the Plaintiff the strategic asset (i.e. financial instrument) which was acquired from Chase in 1986. Few banks offered this type of financial instrument; by the early nineties this type of financial instrument had become virtually extinct.

Sections from the mortgage and HELOC that the Plaintiff had with Chase are in Attachment II. The complete documents are available upon request. Contact finance@FinFix.org for approval.

Chase offered a second mortgage with a firm fixed interest rate of 6% just like the mortgage the Plaintiff already had with them. The requirement was that she put Chase in first position (see Mortgage & HELOC from Chase) and kept both mortgages with Chase. To compete with Chase, Fremont offered a mortgage with a firm, fixed 7% interest rate. They could not match the 6% offered

¹ SOURCE: Accounting Financial & Tax <http://accounting-financial-tax.com/2009/05/financial-instruments-definitions-and-examples/>

by Chase, but did offer other advantages.

FREMONT AGREES TO RECTIFY FUTURE DAMAGES FROM FRAUD

The Plaintiff immediately recognized a problem with the mortgage when she received her first billing statement during the summer of 2006. She had multiple conversations with Fremont. Once they realized that the Plaintiff's documents had been forged and modified, they agreed to fix the problem. Fremont was not able to change what had been recorded. They did, however, agree to correct the errors immediately with a modification. That would at least limit the overruns and allow the Plaintiff to remain focused on producing work for impending Federal task orders. The task orders would be billed against her firm's existing Federal contracts. Most of the work needed to step up profits was behind the Plaintiff. Her firm was on its way to reap the benefits of years of planning, preparation and hard work.

The Plaintiff would incur 5 months of higher charges from the Fremont mortgage. Fremont's plan, however, would correct their books by restoring the mortgage that the Plaintiff had actually purchased; a note with a firm fixed 7% interest rate amortized over 30 years. The Plaintiff agreed, signed and returned the modification payment and documents to Fremont. They confirmed receipt. The Plaintiff believed Fremont had made the necessary changes in November 2006. The Plaintiff returned to working at her firm and helping to take care of her ailing father. The Plaintiff's father passed away in January 2007. A few weeks later on March 7, 2007, FDIC ordered Fremont to Cease and Desist their operation. (see the [FDIC Cease and Desist Order](https://www.fdic.gov/news/news/press/2007/pr07022.html) at <https://www.fdic.gov/news/news/press/2007/pr07022.html>)

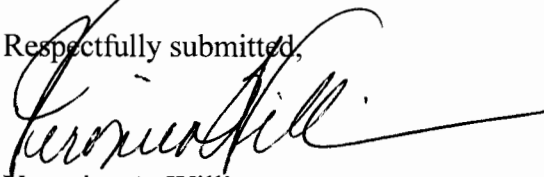
The Plaintiff expected all was well with the Fremont mortgage until she was stunned to learn that Litton Loan had acquired her mortgage – *a second time*.

IN SUMMARY

Most of these facts, and other fraudulent acts, have been presented to the Court in the thousands of pages filed. Since the foreclosure action and file were concealed and restricted from the Plaintiff, she did not have an opportunity to review the fraudulent mortgage until last week. Now that she is aware of the fraudulent Fremont mortgage, the Fremont mortgage correction and Chase mortgage documents are being provided to the Court. Additional information is expected to be found in the foreclosure case file as well as from other sources. In other words, this case is rock solid.

All defendants have committed fraud against this Plaintiff. The Plaintiff is prepared to present these facts to a jury in a fluid, easy to understand manner. She implores the Court to grant her a jury trial.

Respectfully submitted,



Veronica A. Williams
Per Se Counsel

/s/ Veronica A. Williams
Veronica A. Williams
StopFraud@vawilliams.com
(202) 486-4565

April 24, 2017

DOWNLOAD THE ENTIRE COMPLAINT AND MORTGAGE AT
http://finfix.org/proof/FCLOSE/Complaint_1-9-2013.pdf

ATTACHMENT I
Foreclosure Complaint Includes Fraudulent Mortgage

RECEIVED WEDNESDAY 1/9/2013 10:31:23 AM 9996890

FILED Jan 09, 2013

C
C

STEVEN K. EISENBERG, ESQUIRE
JACQUELINE F. McNALLY, ESQUIRE
KEVIN P. DISKIN, ESQUIRE
DAVID M. LAMBRONOULOS, ESQUIRE
LEN GARZA, ESQUIRE
STACEY WEISBLATT, ESQUIRE
OLIVER AYON, ESQUIRE
STERN & EISENBERG, PC
1640 N. KINGS HIGHWAY, SUITE 407
CHERRY HILL, NEW JERSEY 08034
TELEPHONE: (609) 397-9200
FACSIMILE: (856) 667-1456
(COUNSEL FOR PLAINTIFF)

HSBC Bank USA, National Association, as
Trustee for Fremont Home Loan Trust 2006-C,
Mortgage-Backed Certificates, Series 2006-C
Plaintiff(s)

v
Veronica Williams; Mr. Williams, Unknown
Spouse of Veronica Williams, Hospital Center at
Orange; Hospital & Doctors Service Bureau,
Assignee; Woodbridge Internal Med Assoc;
Unknown Tenants/Occupants/Unknown Spouse
Defendant(s)

IN THE SUPERIOR COURT OF NEW JERSEY
ESSEX COUNTY
CHANCERY DIVISION

Docket No.:

COMPLAINT IN
MORTGAGE FORECLOSURE

NOTICE

PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT, 15 U.S.C. §1692 ET SEQ., YOU MAY DISPUTE THE VALIDITY OF THE DEBT OR ANY PORTION THEREOF. IF YOU DO SO IN WRITING WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING, COUNSEL FOR PLAINTIFF WILL OBTAIN AND PROVIDE YOU WITH WRITTEN VERIFICATION OF THE DEBT, AS WELL AS THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR, IF DIFFERENT FROM THE CURRENT CREDITOR. OTHERWISE, THE DEBT WILL BE ASSUMED TO BE VALID. IF YOU DO NOT DISPUTE THE DEBT, IT IS NOT AN ADMISSION OF LIABILITY BY YOU.

IF YOU NOTIFY US IN WRITING WITHIN THE THIRTY (30) DAY PERIOD, WE WILL CEASE COLLECTION OF THIS DEBT, OR ANY DISPUTED PORTION OF IT, UNTIL WE HAVE OBTAINED THE REQUIRED INFORMATION AND MAILED IT TO YOU. ONCE WE HAVE MAILED YOU THE REQUIRED INFORMATION, WE WILL CONTINUE THE COLLECTION OF THIS DEBT.

IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE ENCLOSED LETTER NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT A DEBT. IF YOU HAVE RECEIVED A DISCHARGE IN BANKRUPTCY (AFTER ENTERING INTO THE RELEVANT MORTGAGE NOTE AND MORTGAGE AND HAVE NOT REAFFIRMED

ATTACHMENT I cont'd.
Foreclosure Complaint Includes Mortgage

ADJUSTABLE RATE NOTE

(6-Month LIBOR Index - Rate Caps)

(Assumable during Life of Loan) (First Business Day of Preceding Month Lookback)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

March 27, 2006 BREA, CA 92821 (Date) (City) (State)
541 SCOTLAND ROAD SOUTH ORANGE, NJ 07078

(Property Address)

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ **281,000.00** (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is **FBC COMMERCIAL MORTGAGE FINANCE, DBA FREMONT MORTGAGE** ITS SUCCESSORS AND/OR ASSIGNS. 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 **11.550** %. The interest rate I will pay will change in accordance with Section 4 of this Note. The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(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 first day of each month beginning on **May 1, 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 **April 1, 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 **2727 E IMPERIAL HIGHWAY, BREA CA 92821** or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments
Each of my initial monthly payments will be in the amount of U.S. \$ **2,594.53**. This amount may change.

(C) Monthly Payment Changes
Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

MULTISTATE ADJUSTABLE RATE NOTE - 6-Month LIBOR Index (Assumable during Life of Loan) (First Business Day Lookback) - Single Family - Freddie Mac UNIFORM INSTRUMENT

VMP-815N (04/04) **Form 5520** (3/04)
VMP Mortgage Solutions (800)521-1791 INTER



**ATTACHMENT II
Mortgage Offered By Plaintiff's Long-Term Financial Institution**



4083374+2 00411660002648
WILLIAMS VERONICA
DEED OF TRUST / MORTGAGE

5119295

RECORDED MAIL TO
JPMorgan Chase Bank N.A.
Retail Loan Servicing KY2-1606
P.O. Box 11606
Lexington, KY 40576-1606

FOR RECORDER S USE ONLY

This Mortgage prepared by x Malisia Marek
Name of Signer MALISIA MAREK PROCESSOR

MORTGAGE

INDEX The following index is for convenience purposes only and is not to be used to interpret or to define any provisions of this Security Instrument

1 DEFINITIONS

- (A) Borrower
- (B) Credit Agreement
- (C) Existing Indebtedness
- (D) Lender
- (E) Owner
- (F) Property
- (G) Related Documents
- (H) Security Instrument
- (I) Sums Secured



Instr# 5119295 Carole A. Graves
Recorded/Filed RB 2 Essex County Register
08/16/2005 12:09:3 Bk 10666 Pg 603 #Pge 7 v

- 2 OWNER S TRANSFER TO LENDER OF RIGHTS IN THE PROPERTY**
- 3 DESCRIPTION OF THE PROPERTY**
- 4 OWNER S RIGHT TO MORTGAGE THE PROPERTY AND OWNER S OBLIGATION TO DEFEND OWNERSHIP OF THE PROPERTY**
- 5 OWNER S PROMISE TO PAY**
- 6 OWNER S OBLIGATION TO PAY CHARGES ASSESSMENTS AND CLAIMS**
- 7 NO CLAIM FOR CREDIT FOR TAXES**
- 8 EXISTING INDEBTEDNESS**
 - (A) Existing Lien
 - (B) No Modification
- 9 OWNER S OBLIGATION TO MAINTAIN HAZARD INSURANCE**
- 10 OWNER S OBLIGATION TO MAINTAIN THE PROPERTY**
- 11 LENDER S RIGHT TO PROTECT ITS RIGHTS IN THE PROPERTY MORTGAGE INSURANCE**
- 12 POSSESSION AND USE**
- 13 LENDER S RIGHT TO INSPECT THE PROPERTY**
- 14 AGREEMENTS ABOUT CONDEMNATION OF THE PROPERTY**
- 15 CONTINUATION OF OWNER S OBLIGATIONS AND OF LENDER S RIGHTS**
 - (A) Owner s Obligations
 - (B) Lender s Rights
- 16 OWNER S OBLIGATIONS AND THOSE OF PERSONS TAKING OVER OWNER S OBLIGATIONS**
- 17 LOAN CHARGES**
- 18 LEGISLATION AFFECTING LENDER S RIGHTS**
- 19 NOTICES REQUIRED UNDER THIS SECURITY INSTRUMENT**
- 20 GOVERNING LAW**
- 21 OWNER S COPY**

ATTACHMENT II cont'd.
Mortgage Offered By Plaintiff's Long-Term Financial Institution

Loan No 411660002648

MORTGAGE
(Continued)

Page 2

(C) Time is of the Essence

(D) Waivers and Consents

1 DEFINITIONS The following words are used often in this document. When they are used, they will have the following meanings:

(A) **Borrower** VERONICA WILLIAMS and all other persons and entities signing the Note will sometimes be called "Borrower"

(B) **Credit Agreement** The note or credit agreement signed by Borrower and dated July 1, 2005 will be called the Note. The Note is in the original amount of \$150,000.00. This amount is called "principal." The word "Note" includes all renewals, extensions, modifications, and substitutions for the promissory note or credit agreement. The interest rate on the Note is a variable interest rate based upon an index. The index currently is 6.000% per annum. If the index increases, the payments tied to the index, and therefore the total amount secured hereunder, will increase. Any variable interest rate tied to the index shall be calculated as of and shall begin on the commencement date indicated for the applicable payment stream. Notwithstanding the foregoing, the variable interest rate or rates provided for in this Security Instrument shall be subject to the following maximum rate: **NOTICE**. Under no circumstances will the interest rate on the Credit Agreement be more than the lesser of 25.000% per annum or the maximum rate allowed by applicable law. Specifically, without limitation, this Security Instrument secures a revolving line of credit under which Lender may make advances to Borrower so long as Borrower complies with all the terms of the Credit Agreement. **NOTICE TO OWNER: THE CREDIT AGREEMENT CONTAINS A VARIABLE INTEREST RATE.**

(C) **Existing Indebtedness** The words "Existing Indebtedness" mean the indebtedness described in the Existing Liens provision of this Security Instrument.

(D) **Lender** JPMorgan Chase Bank, N.A. will be called "Lender."

(E) **Owner** VERONICA WILLIAMS sometimes will be called "Owner" and sometimes simply "I" or "me."

(F) **Property** The property that is described in the section titled "DESCRIPTION OF THE PROPERTY" will be called the "Property."

(G) **Related Documents** All promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements, and documents, whether now or hereafter existing, executed in connection with the Sums Secured will be called "Related Documents."

(H) **Security Instrument** This mortgage document will also be called the "Security Instrument."

(I) **Sums Secured** The amounts described below in the section titled "OWNER'S TRANSFER TO LENDER OF RIGHTS IN THE PROPERTY" sometimes will be called the "Sums Secured." The lien of this Security Instrument will not exceed at any one time the principal amount of \$150,000.00 plus accrued interest, payments made by Lender for taxes and insurance, and any other payments made by Lender as provided for in this Security Instrument.

THIS MORTGAGE IS DATED July 1, 2005 BETWEEN VERONICA WILLIAMS, whose address is 541 SCOTLAND RD SOUTH ORANGE, NJ 07079, A SINGLE PERSON (sometimes below will be called "Owner," "Borrower," "I," or "me"), and **JPMorgan Chase Bank, N.A.** whose address is Home Equity and Consumer Lending Division, 1111 Polaris Parkway, Columbus, OH 43240 (sometimes below will be called "Lender").

2 OWNER'S TRANSFER TO LENDER OF RIGHTS IN THE PROPERTY I mortgage, grant, and convey to Lender the Property, subject to the terms of this Security Instrument, to have and to hold all of the Property to Lender, and to its successors and assigns forever. This means that, by signing this Security Instrument, I am giving Lender those rights that are stated in this Security Instrument and also those rights that the law gives to lenders who hold mortgages on real property. Those rights that the law gives to lenders who hold mortgages on real property include those rights known as "Mortgage Covenants." I am giving Lender these rights to protect Lender from possible losses that might result if I fail to do any of the following:

(A) Pay all the amounts that I owe Lender as stated in the Credit Agreement.

(B) Pay, with interest, any amounts that Lender spends under this Security Instrument to protect the value of the Property and Lender's rights in the Property, and

ATTACHMENT II cont'd. Mortgage Offered By Plaintiff's Long-Term Financial Institution

Loan No 411660002648

MORTGAGE
(Continued)

Page 7


Instrument unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right will operate as a waiver of such right or any other right. A waiver by any party of a provision of this Security Instrument will not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and me, will constitute a waiver of any of Lender's rights or any of my obligations as to any future transactions. Whenever consent by Lender is required in this Security Instrument, the granting of such consent by Lender in any instance will not constitute continuing consent to later instances where such consent is required.

I ACKNOWLEDGE HAVING READ ALL THE PROVISIONS OF THIS SECURITY INSTRUMENT AND I AGREE TO ITS TERMS

I ACKNOWLEDGE RECEIPT, WITHOUT CHARGE OF A TRUE AND CORRECT COPY OF THIS SECURITY INSTRUMENT

OWNER

X


VERONICA WILLIAMS Individually

INDIVIDUAL ACKNOWLEDGMENT

STATE OF

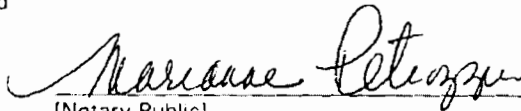
New Jersey

COUNTY OF

Essex

)
) SS
)

BE IT REMEMBERED that on this 1st day of July 20 05, before me the undersigned authority personally appeared VERONICA WILLIAMS, A SINGLE PERSON who I am satisfied, is the person named in the foregoing instrument and I having first made known to him or her the contents thereof he or she acknowledged that he or she signed sealed and delivered the same as his or her voluntary act and deed. All of which is hereby certified.


(Notary Public)

MARIANNE PETROZZINO
SECRETARY OF NEW JERSEY
Commission Expires 4/1/2009

**ATTACHMENT II cont'd.
Mortgage Offered By Plaintiff's Long-Term Financial Institution**

**HOME EQUITY LINE OF CREDIT AGREEMENT AND DISCLOSURE
STATEMENT**

Loan No 411660002648

(Continued)

Page 2

- (C) Change in Terms
- (D) Expenses
- (E) Access Devices
- 30 Delay in Enforcement
- 31 Cancellation by you
- 32 Prepayment
- 33 Notices
- 34 Credit Information and Related Matters
- 35 Transfer or Assignment
- 36 Tax Consequences
- 37 Periodic Review
- 38 Collection Costs
- 39 CREDIT CARD ACCESS
- 40 FOREIGN TRANSACTIONS
- 41 IDENTITY OF LENDER
- 42 Check Safekeeping
- 43 Information Sharing
- 44 Supplement to Charges to your Credit Line
- 45 Governing Law
- 46 Caption Headings
- 47 Interpretation
- 48 Severability
- 49 Acknowledgment

CREDIT LIMIT \$150 000 00

DATE OF AGREEMENT July 1 2005

1 Introduction This HOME EQUITY LINE OF CREDIT AGREEMENT AND DISCLOSURE STATEMENT (Agreement") governs your line of credit (the "Credit Line" or the "Credit Line Account ") issued through JPMorgan Chase Bank, N A In this Agreement the words Borrower " you, "your and Applicant mean each and every person who signs this Agreement including all Borrowers named above The words we us, our," and "Lender" mean JPMorgan Chase Bank, N A **You agree to the following terms and conditions**

2 Promise to Pay You promise to pay JPMorgan Chase Bank, N A or order the total of all credit advances and **FINANCE CHARGES** together with all costs and expenses for which you are responsible under this Agreement or under the "Mortgage" which secures your Credit Line You will pay your Credit Line according to the payment terms set forth below **If there is more than one Borrower each is jointly and severally liable on this Agreement This means we can require any Borrower to pay all amounts due under this Agreement including credit advances made to any Borrower Each Borrower authorizes any other Borrower on his or her signature alone to cancel the Credit Line to request and receive credit advances and to do all other things necessary to carry out the terms of this Agreement We can release any Borrower from responsibility under this Agreement and the others will remain responsible**

3 Term The term of your Credit Line will begin as of the date of this Agreement (Opening Date") and will continue until July 1 2025 (Maturity Date") All indebtedness under this Agreement if not already paid pursuant to the payment provisions below will be due and payable upon maturity The draw period of your Credit Line will begin on a date, after the Opening Date when the Agreement is accepted by us in the State of Ohio following the expiration of the right to cancel, the perfection of the Mortgage the receipt of all required certificates of noncancellation and the meeting of all of our other conditions and will continue as follows ten (10) years The Draw Period is also referred to as the "First Payment Stream You may obtain credit advances during this period (Draw Period") After the Draw Period ends the repayment period will begin and you will no longer be able to obtain credit advances The length of the repayment period is as follows ten (10) years The Repayment Period is also referred to as the Second Payment Stream You agree that we may renew or extend the period during which you may obtain credit advances or make payments You further agree that we may renew or extend your Credit Line Account

4 Minimum Payment During the Draw Period your Regular Payment will be equal to the amount of the FINANCE CHARGE accrued for the billing cycle for which the statement is rendered You will make 120 of these payments Your payments will be due Monthly Advances to your credit line or an increase in the ANNUAL PERCENTAGE RATE may increase your Regular Payment **If you make only the Regular Payment during your Draw Period the principal balance outstanding on your line will not be reduced as a consequence of your payment of only the FINANCE CHARGE due**

During the Repayment Period your Regular Payment will be based on an Amortization of your Balance at Start of Repayment Period Your payments will be due Monthly Your Regular Payment for the Repayment Period is calculated by us at or near the end of the Draw Period On the day we calculate your Regular Payment we apply the ANNUAL PERCENTAGE RATE in effect on that day to the balance on your Credit Line and determine what amount is necessary to repay your balance at the ANNUAL PERCENTAGE RATE over the Amortization Period shown below

<u>Range of Balances</u>	<u>Number of Payments</u>	<u>Amortization Period</u>
All Balances	120	120 payments

During the Repayment Period a change in the ANNUAL PERCENTAGE RATE can cause the balance to be repaid more quickly or more slowly When rates decrease less interest is due so more of the payment repays the principal balance When rates increase more interest is due so less of the payment repays the principal balance If the ANNUAL PERCENTAGE RATE varies during the Repayment Period however the number of your Regular

**ATTACHMENT II cont'd.
Mortgage Offered By Plaintiff's Long-Term Financial Institution**

**HOME EQUITY LINE OF CREDIT AGREEMENT AND DISCLOSURE
STATEMENT**

Loan No 411660002648

(Continued)

Page 9

Line Check or satisfy your needs through other means you agree that Lender will not be liable for more than the face amount of the Credit Line Check

43 Information Sharing Our privacy policy which has been provided to you describes our information sharing practices and gives directions on how to opt out, or direct us to limit the sharing of Personal Information (as defined in the privacy policy) about you with other companies or organizations You hereby agree that if you choose not to exercise the opt outs described in the privacy policy you will be deemed to have authorized us to share any Personal Information about you (including information related to any of the products or services you may have with any JPMorgan Chase & Co affiliate) with other companies or other organizations

44 Supplement to Charges to your Credit Line If you do not pay the fees and charges for which you are obligated or that we may charge under the terms of this Agreement at the time you are required to pay them, we have the right but not the obligation to charge your Credit Line for those past due fees and charges to the extent permitted by the law governing this transaction Any amount so charged to your Credit Line will be a credit advance bear interest at the Periodic Rate and the corresponding ANNUAL PERCENTAGE RATE until paid, and will decrease the funds available, if any, under the Credit Line This paragraph supplements and amends but does not replace the Charges to your Credit Line paragraph

45 Governing Law This agreement will be governed by and interpreted in accordance with federal law and the laws of the State of New Jersey except for matters related to interest and the exportation of interest, which matters will be governed by and interpreted in accordance with federal law (including but not limited to statutes regulations interpretations and opinions) and laws of the State of Ohio However if there ever is a question about whether any provision of the agreement is valid or enforceable the provision that is questioned will be governed by whichever state or federal law would find the provision to be valid and enforceable The loan transaction which is evidenced by this and other related documents has been approved made and funded, and all necessary documents have been accepted by Lender in the State of Ohio

46 Caption Headings Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement

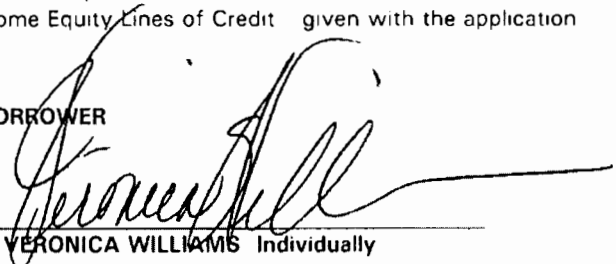
47 Interpretation You agree that this Agreement together with the Mortgage is the best evidence of your agreements with us If we go to court for any reason we can use a copy filmed or electronic of any periodic statement this Agreement, the Mortgage or any other document to prove what you owe us or that a transaction has taken place The copy microfilm microfiche or optical image will have the same validity as the original You agree that, except to the extent you can show there is a billing error your most current periodic statement is the best evidence of your obligation to pay

48 Severability If a court finds that any provision of this Agreement is not valid or should not be enforced, that fact by itself will not mean that the rest of this Agreement will not be valid or enforced Therefore, a court will enforce the rest of the provisions of this Agreement even if a provision of this Agreement may be found to be invalid or unenforceable

49 Acknowledgment You understand and agree to the terms and conditions in this Agreement By signing this Agreement you acknowledge that you have read this Agreement You also acknowledge receipt of a completed copy of this Agreement, including the Fair Credit Billing Notice and the early home equity line of credit application disclosure, in addition to the handbook entitled When Your Home Is On the Line What You Should Know About Home Equity Lines of Credit given with the application

BORROWER

X



VERONICA WILLIAMS Individually

Effective Disbursement Date The first business day after July 6, 2005

**ATTACHMENT III
Mortgage Agreement Sent to Plaintiff**



Loss Mitigation Department
3110 E. Guasti Rd
Ontario, CA. 91761
Tel No. (866) 484-0291

11/9/2007

Veronica Williams
541 Scotland Rd
South Orange, NJ. 07079

RE: Loan: 8000082616
Property: 541 Scotland Rd
South Orange, NJ. 07075

Dear Veronica Williams

Congratulations! You have been approved for a Loan Modification. This modification changes the interest rate for the remaining term of the loan, effective **11/1/07** to an interest rate of **7.25%** and your principal and interest payment effective as of **12/1/07** to **2,050.60** If your loan is impounded for Taxes and/or Insurance the amount added to this payment will be your monthly escrow collection of **\$990.17** this is based on the last analysis and is subject to change yearly based on your premiums. Please find attached the itemization page with the breakdown of the capitalization.

Enclosed please find two original copies of the Loan Modification Document, one for your records. Please review the Loan Modification Agreement and sign your name exactly as it is printed under the signature line. All parties listed under the agreement **must** sign. Please fax a copy of the signed documents to my attention at fax : **(714)431-1283** **AND** mail the original documents using the self addressed Federal Express label enclosed.

In addition to the documents, please include your down payment in the amount of **\$6,295.21**
All funds should be made by Western Union Quick Collect to the following:

Code City: Investors
Code State: CA
Attention: Loan Number

Or by certified funds payable to Fremont Investment & Loan and mailed to:

Fremont Investment & Loan
Attn: Loss Mitigation
3110 Guasti Road, Ste. 500
Ontario, CA. 91761

Please be advised that we must receive both the signed agreement and the down payment no later than 11/16/2007, failure to comply may result in Fremont & Investment & Loan's rescission of this loss mitigation option.

Fremont Investment Loan is a debt collector and is attempting to collect a debt, any information obtained will be used for that purpose.

**ATTACHMENT III cont'd.
Mortgage Agreement Sent to Plaintiff**



Loss Mitigation Department
3110 E. Guastli Rd
Ontario, CA. 91761
Tel No. (866) 484-0291

Total Amount Due:

Principal & Interest Payments:	\$33,730.19
Escrow Payments:	\$12,065.21
Late Charges:	\$1,815.02
NSF Fees:	\$0.00
Delinquent Taxes:	\$0.00
Placed Coverage Insurance:	\$0.00
Property Inspection/Appraisal/BPO Fees:	\$613.00
Foreclosure Fees & Cost:	\$2,195.21
Interest on Corporate Advances:	\$65.28
Non-Refundable Modification Fee:	\$0.00
Less Suspend Credits:	\$5,770.00
TOTAL AMOUNT DUE:	\$44,713.91

Itemization of Capitalization:

The following is a breakdown of the amounts we have including in your Capitalization Modification. These items will be spread over the remaining term of your loan per the terms of your Agreement:

Interest Payments:	\$32,526.18
Delinquent Taxes:	\$0.00
Placed Coverage Insurance:	\$0.00
Property Inspection/Appraisal/BPO Fees:	\$613.00
Foreclosure Fees & Cost:	\$2,195.21
Interest on Corp Advances:	\$65.28
Less Suspend Credits:	\$5,770.00
Less Down Payment:	\$6,295.21
TOTAL AMOUNT OF CAPITALIZATION:	\$35,399.67

Outstanding Items:

Please be advised that we **do not** include outstanding Late Charges or NSF fees in the modification. The following amounts will still remain outstanding and are responsible to pay:

Late Charges:	\$1,815.02
NSF Fees:	\$0.00
TOTAL AMOUNT OUTSTANDING:	\$1,815.02

Please be advised that all figures reflected on this page were as of the date of: 11/9/2007
any additional fees/costs charged to the loan will not be reflected in the Modification Agreement and will be the responsibility of the borrower to pay as stated in the terms of the Note Agreement.

If you have any questions regarding this matter please feel free to contact me at (909)418-3616 extension # 3616

Sincerely,
Elizabeth Rayford
Loss Mitigation Specialist

Fremont Investment Loan is a debt collector and is attempting to collect a debt, any information obtained will be used for that purpose.

**ATTACHMENT III cont'd.
Mortgage Agreement Sent to Plaintiff**

**RECORD AND RETURN TO:
FIRST AMERICAN TITLE
P.O. BOX 27670
SANTA ANA, CA 92799-7670
ATTN: LMTS**

C:
Fr

[Space Above This Line for Recording Data]

9000112616

LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

Original Recorded Date: APRIL 1, 2006

This Loan Modification Agreement ("Agreement") made this 9TH day of NOVEMBER, 2007, between VERONICA WILLIAMS

("Borrower") and FREMONT INVESTMENT & LOAN

("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated MARCH 31, 2006 and recorded in _____ of the _____ Official Records of _____ (Name of Records)

ESSEX COUNTY, NEW JERSEY and (2) the Note, bearing the same date as _____ (County and State, or other Jurisdiction) and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at

541 SCOTLAND ROAD, SOUTH ORANGE, NEW JERSEY 07079 (Property Address)

the real property described being set forth as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF;

**ATTACHMENT III cont'd.
Mortgage Agreement Sent to Plaintiff**

800082616

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note and Security Instrument):

C
F

1. As of **NOVEMBER 1, 2007**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **295,892.58**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of **7.250** %, from **NOVEMBER 1, 2007**. Borrower promises to make monthly payments of principal and interest of U.S. \$ **2,050.60**, beginning on the **1ST** day of **DECEMBER, 2007**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **7.250** % will remain in effect until principal and interest are paid in full. If on **APRIL 01, 2036** (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.
3. 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 the Security Instrument.

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 delivered or mailed 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 the Security Instrument without further notice or demand on Borrower.

4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including, without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, service fees, imposts, and all other payments that Borrower is obligated to make under the Security Instrument, however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:
 - (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and
 - (b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

**ATTACHMENT III cont'd.
Mortgage Agreement Sent to Plaintiff**

800682615

- 5. Borrower understands and agrees that:
 - (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
 - (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.
 - (c) Borrower has no right of set-off or counterclaim, or any defense to the obligations of the Note or Security Instrument.
 - (d) Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument.
 - (e) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
 - (f) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.

**ATTACHMENT III cont'd.
Mortgage Agreement Sent to Plaintiff**

9000082616

FREMONT INVESTMENT & LOAN

- Lender

By: **JUAN CARRILLO, AVP**

VERONICA WILLIAMS

- Borrower

- Borrower

- Borrower

- Borrower

- Borrower

- Borrower

LOAN MODIFICATION AGREEMENT • Single Family • Fannie Mae Uniform Instrument
FANM 15794 Rev. 08-11-07

Form 1579 1/91 (rev. 8/06)
page 4 of 5

**ATTACHMENT III cont'd.
Mortgage Agreement Sent to Plaintiff**

EXHIBIT A

**(BORROWER(S): VERONICA WILLIAMS
F LOAN NUMBER: 8000032616**

LEGAL DESCRIPTION:

**TOWNSHIP OF VILLAGE OF SOUTH ORANGE, COUNTY OF ESSEX, STATE OF NEW JERSEY,
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: KNOWN AS LOT 74 ON THE MAP OF
SCOTLAND HOMES, SITUATED IN THE VILLAGE OF SOUTH ORANGE, ESSEX COUNTY, NEW
JERSEY, MADE BY HALSEY BROS., ENGINEERS AND SURVEYORS, MAPLEWOOD, NEW
JERSEY, DATED MAY 18, 1965 AND FILED OCTOBER 26, 1965 IN CASE NO. 2859 AT
THE OFFICE OF THE REGISTER OF ESSEX COUNTY.**

ALSO KNOWN AS: 541 SCOTLAND ROAD, SOUTH ORANGE, NEW JERSEY 07079

**ATTACHMENT III cont'd.
Mortgage Agreement Sent to Plaintiff**

8000081616

C: WILLIAMS
541 SCOTLAND ROAD
Fi SOUTH ORANGE, NEW JERSEY 07079
FREMONT INVESTMENT & LOAN

NOTICE OF NO ORAL AGREEMENTS

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Receipt of Notice. The undersigned hereby admit to having each received and read a copy of this Notice on or before execution of the Loan Agreement. "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of these actions or documents, pursuant to which a financial institution loans or delays repayment of or agrees to loan or delay repayment of money, goods or any other thing of value or to otherwise extend credit or make a financial accommodation.

Borrower _____ Date _____
VERONICA WILLIAMS

Borrower _____ Date _____

Borrower _____ Date _____

Borrower _____ Date _____

Borrower _____ Date _____

Borrower _____ Date _____

FANDR FANDR33 Rev. 06/11/02

**ATTACHMENT III cont'd.
Mortgage Agreement Sent to Plaintiff**

**WILLIAMS
541 SCOTLAND ROAD
SOUTH ORANGE, NEW JERSEY 07079
FREMONT INVESTMENT & LOAN**

R090082616

**ERRORS AND OMISSIONS
COMPLIANCE AGREEMENT**

In consideration of
FREMONT INVESTMENT & LOAN

(the "Lender") agreeing to modify the referenced loan (the "Loan") to the Borrower, the Borrower agrees that if requested by the Lender, the Borrower will correct or cooperate in the correction of any clerical errors made in any document or agreement entered into in connection with the modification of the Loan, if deemed necessary or desirable in the reasonable discretion of the Lender, to enable Lender to sell, convey, seek guaranty or market the Loan to any entity, including without limitation, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, the Federal Housing Authority, the Department of Veterans Affairs or any municipal bond authority.

The Borrower agrees to comply with all such requests made by the Lender within 30 days of receipt of written request from the Lender. Borrower agrees to assume all costs that may be incurred by the Lender, including without limitation, actual expenses, legal fees and marketing losses, as a result of the Borrower's failure to comply with all such requests within such 30 day time period.

The Borrower makes this agreement in order to assure that the documents and agreements executed in connection with the modification of the Loan will conform to and be acceptable in the marketplace in the event the Loan is transferred, conveyed, guaranteed or marketed by the Lender.

VERONICA WILLIAMS _____ Date

_____ Date

_____ Date

_____ Date

_____ Date

_____ Date

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

VERONICA A. WILLIAMS,

Plaintiff,

v.

LITTON LOAN, et al.,

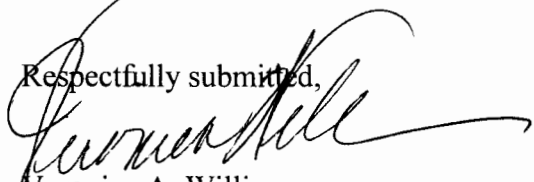
Defendants.

Civ. No. 2:16-cv-05301-ES-JAD

CERTIFICATION OF SERVICE

I, Veronica Williams, certify that on this 24th day of April 2017, a true and correct copy of the Response to Briefings in Opposition was served upon the parties below via U.S. Mail addressed to:

<p>Via U.S. Mail & via Email Stuart I. Seiden, Associate Attorney for Litton Loan Servicing, HSBC Bank USA, Goldman Sachs, Ocwen, Fremont Home Loan trust 2006-C Mortgage-Backed Certificates Series 2006-C</p> <p>Duane Morris LLP 30 South 17th Street Philadelphia, PA 19103-4196 Phone (215) 979-1124 Fax (215) 827-5536 siseiden@duanemorris.com</p>	<p>Via U.S. Mail & via Email Evan Barenbaum, Esq Attorney for Stern & Eisenberg</p> <p>Director of Litigation Stern & Eisenberg, PC 1581 Main Street, Suite 200 Warrington, PA 18976 Office 267-620-2130 Fax 215-572-5025 ebarenbaum@sterneisenberg.com</p>
<p>Email is not considered received until recipient replies with a message.</p>	

Respectfully submitted,

Veronica A. Williams
Per Se Counsel StopFraud@vawilliams.com

/s/ Veronica A. Williams
StopFraud@vawilliams.com
(202) 486-4565

April 24, 2017



V. A. Williams
P.O. Box 978 ❖ South Orange, New Jersey ❖ 07079-3009

CLERK
COURT
NEW JERSEY

2017 APR 20 12 32

**Clerk, US District Court
Martin Luther King Jr. Federal Building
& U.S. Courthouse
50 Walnut Street
Newark, NJ 07102-3595**

CASE NO. 2:16-cv-05301-ES-JAD