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U.S. DISTRICT COURT  
DISTRICT OF NEW JERSEY  
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2017 JUN 12 P 3 39

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY

VERONICA A. WILLIAMS,

Plaintiff, Pro Se

v.

LITTON LOAN SERVICING, HSBC BANK  
USA, N.A.; GOLDMAN SACHS; FREMONT  
HOME LOAN TRUST 2006-C MORTGAGE-  
BACKED CERTIFICATES, SERIES 2006-C;  
OCWEN; STERN & EISENBERG, PC  
Ocwen Financial Corporation, The State of New  
Jersey

Defendants

UNITED STATES FEDERAL COURT

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

**ADDITIONAL EVIDENCE OF  
FRAUDULENT MORTGAGE**

**FOR PROBLEMS WITH:**

NJ Case Docket No. F – 000839-13

NJ Case Docket No. ESSX L – 004753-13

NJ Case Docket No. ESSX L – 000081-11

**ADDITIONAL EVIDENCE OF FRAUDULENT MORTGAGE**

**Conflicts and Inconsistencies with LIBOR<sup>1</sup>, Mortgage Interest Rate and Financial Integrity**

In her first review of the fraudulent mortgage filed on behalf of Fremont, the Plaintiff noticed a glaring contradiction. This document was drafted in April. Now that the fact checks have come in, the contradictions in LIBOR, the mortgage interest rate, and the type of mortgage are being explained and exposed.

<sup>1</sup> London Interbank Offered Rates (LIBOR)

**LIBOR & MORTGAGE INTEREST RATE IN CONFLICT**

LIBOR – the London Interbank Offered Rate – is listed in the fraudulent mortgage agreement as “6-Month LIBOR Index – Rate Caps”. This is from the Foreclosure Complaint filed by Stern & Eisenberg; see [http://finfix.org/proof/FCLOSE/Complaint\\_1-9-2013.pdf](http://finfix.org/proof/FCLOSE/Complaint_1-9-2013.pdf), Attachment I, p. 7.

<p><b>ADJUSTABLE RATE NOTE</b>          (6-Month LIBOR Index - Rate Caps)          (Assumable during Life of Loan) (First Business Day of Preceding Month Lookback)</p> <p><b>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.</b></p> <p>TO DOWNLOAD FULL DOCUMENT <a href="http://finfix.org/proof/FCLOSE/Complaint_1-9-2013.pdf">http://finfix.org/proof/FCLOSE/Complaint_1-9-2013.pdf</a></p>
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LIBOR at the time of the fraudulent mortgage was 4.96%.

<b>4.96%</b>	<b>5.08%</b>
SOURCE: FRED® Economic Data, Economic Research, Federal Reserve Bank of St. Louis	SOURCE: Macrotrends LLC, 625 NW 114th PL SEATTLE WA 98177
RATES AS OF OR CLOSEST TO: March 27, 2006	

An adjustable rate (ADR) mortgage offers a lower rate than a fixed rate mortgage because the rate is not locked in for 10, 20 or 30 years. The mortgagee assumes more risk rather than paying down the risk in the form of a higher interest rate on a fixed rate mortgage. The Plaintiff’s fixed rate mortgage from Chase was 6%; the effective rate at the time on the Chase Home Equity Line of Credit (HELOC) was 3%. That is consistent with LIBOR at that time. There is no acceptable reason for the 11.55% rate and the Plaintiff did not and never would have agreed to that rate nor the terms. The Fremont rate of 11.55% was 2.3 to 3.9 times more than it should have been (3.0% - 4.96%). As documented in previous Court filings, the Plaintiff never agreed to an ADR mortgage. She was only willing to refinance with a fixed rate mortgage (see earlier Court filings) that was competitive with what Chase offered.

**FRAUDULENT MORTGAGE TO DELIVER OVER \$550,000 IN PILFERED REVENUE**

Fremont was in the first position, which virtually eliminated their risk given the market value of the property. The amount Fremont allegedly loaned the Plaintiff was about 40% of the property value. That allowed Fremont to cover its costs *and* make an attractive profit in the event of a default. Fremont also stood to make a considerable profit if the Plaintiff paid the fraudulent mortgage.

The Chase HELOC was in the second position which meant that in the event of default, Chase would not recover any money until *after* Fremont or the new mortgage holder recovered all of their money. If no money was left, Chase would not receive anything.

Based on the financial position and LIBOR, the mortgage interest rate should have been between 2.5% and 3.5%, not 11.55%. Clearly the 11.55% rate was set in an effort to maximize Fremont's profit and their mortgage salesperson's commission. The interest rate was entered and a fraudulent mortgage was created by people that did not understand finance nor understand the protocol of writing a legal agreement. Not only was the interest rate astronomically high, the mortgage agreement had clauses that were not in sequential order (see Court filing). These are just two of the many examples that this mortgage was fraudulent. (see Court filings)

These glaring errors were quite evident to senior financial executives at Fremont when the Plaintiff pointed them out in objection to the fraudulent agreement. Deceptive "errors" like these increased the value of Fremont's mortgage portfolio that they would have to sell off when the impending FDIC cease and desist order took effect. Fremont executives were motivated and ready to correct this error quickly. Since they had executed *and closed* on a fraudulent agreement, they offered a modification to correct it. The modification may have helped them hide their illegal act.

They obviously did not have time to process the modification or file either agreement before the FDIC's cease and desist order took effect. Someone filed the fraudulent mortgage with the Essex County Hall of Records several years after the mortgage was executed (see page 4 of this document). This was surely done in an effort to support the Defendants' intended theft of the Plaintiff's property and business assets. The Plaintiff believes, and fines paid by Defendants support her conviction, that others have lost their homes to deception and theft the Defendants.

The difference between the monthly principal and interest (P&I) mortgage payments is staggering. At 7% interest, the payment on \$251,000 is \$1,669.91; at 11.55% the payment is \$2,495.21. The increased P&I on this loan would have earned Fremont an additional \$279,108 on the total mortgage. This is for a property that was purchased for \$88,000 in 1983 and would have paid off no later than 2012! If the Defendants are not stopped, they will pilfer well over \$550,000 of the Plaintiff's 34-year investment in this property. If the Plaintiff did not recognize and understand the magnitude of the cost of these fraudulent actions, she would have paid more than 5 times the cost of her home of 34 years.

The money that the Defendants have spent trying to take the Plaintiff's property is the cost of pilferage. Property taxes, insurance, legal fees and other costs pale in comparison to the damages imposed upon the Plaintiff. These and other costs would not have been incurred if the Defendants had acted legally and ethically.

Based on the amount presented in the fraudulent agreement - \$251,000 - Fremont should have advanced the Plaintiff at least \$208,000 (see Court filings). The Defendants have not provided proof that any money was advanced.

**PLAINTIFF COULD NOT BE DUPED – HAS REMAINED PERSISTENT SINCE 2006**

The Plaintiff is a financial and operations professional. Her credentials and experience have been provided in Court filings. If she had not recognized the disparity in the monthly payment, the Defendants could have stolen *at least* \$550,000 in equity that she has worked 34 years to build. The \$550,000 does not include repairs, renovations, taxes and other costs of maintaining and building the property value. The Defendants also cased the Plaintiff to lose a favorable HELOC that may never be offered in the open market again (see Court filings). The fines paid by some Defendants -- \$479M by HSBC, \$5B by Goldman Sachs and 17,000 frozen mortgages administered Ocwen – is far from enough. The Defendants are perfectly capable of paying at least \$140B to cover losses they have imposed on current and past homeowners. Through this legal action, the Plaintiff seeks to recover her losses and punitive damages for the hyper aggressive effort the Defendants have engaged in to avoid taking responsibility for their actions.

The Plaintiff has been fighting this battle since 2006. The damage financially and to the Plaintiff's health is astronomically greater than the amount of the Defendants' attempted grand theft. As a business owner, the financial damage alone exceeds \$220M. The Plaintiff will leave the jury to decide compensatory (financial, health, etc.) and punitive damages based on information to be presented at trial. All of this information has been presented in the more than 4,000 pages filed with the U.S. District Court.

**FRAUDULENT 2006 MORTGAGE FILED AFTER MARCH 2010**

The Plaintiff checked the Essex County Hall of Records before filing the 2010 legal complaint against Litton Loan and Goldman Sachs. The Fremont mortgage was not on file with Essex County at that time. A copy of those records for the Plaintiff's property<sup>2</sup> from 2010 is available. The Plaintiff has been intimately familiar with Essex County property records for 30 years. She spent weeks reviewing all residential properties in South Orange and Maplewood in the 1980's to prepare tax appeals. The short list of properties she selected during the 19980's is available.

When the Plaintiff realized that Fremont had not filed the legally required documents, she enlisted an employee at the Hall of Records to review the records in the stacks, to confirm that the Fremont mortgage was indeed missing. So the earlier document(s) filed that were referred to in Defendants' attorney documents was filed after 2010. This filing *was at least 4 years late* for a fraudulent mortgage closed in 2006.

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<sup>2</sup> Located at 541 Scotland Road, South Orange, NJ 07079.

**SUMMARY**

The financials in this fraudulent mortgage agreement is just one of several examples of fraud and illegal actions by the defendants in this case. Other problems with this fraudulent mortgage were identified in previous Court Filings. The mortgage agreement is just one of several examples of fraud that these Defendants have perpetrated against the Plaintiff over the years. Their illegal actions are presented throughout the Court filings. In earlier filings, the Plaintiff listed numerous actions that each supported the charges in the Plaintiff's complaint in this case.

The Defendants' actions are like the Three Card Monte Street Hustle *to the n<sup>th</sup> power* (<sup>n</sup>√b).

The Plaintiff has added more witnesses, including former and current employees of the Defendants. This case deserves to be heard to help stop rampant fraud that has supported attempted grand theft from the Plaintiff as well as grand theft from homeowners in New Jersey and throughout the United States. The Plaintiff has a track record of simplifying complex topics and presenting them to varied audiences. Many of her fellow legal professionals consider this case too complex to take on. The Plaintiff stands ready to explain the complexities of this case to a jury.

Respectfully submitted,



Veronica A. Williams  
Per Se Counsel

/s/ Veronica A. Williams  
Veronica A. Williams  
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(202) 486-4565

June 11, 2017

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY

VERONICA A. WILLIAMS,

Plaintiff,

v.

LITTON LOAN, et al.,

Defendants.

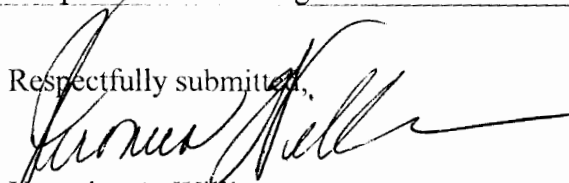
Civ. No. 2:16-cv-05301-ES-JAD

**CERTIFICATION OF SERVICE**

I, Veronica Williams, certify that on this 23<sup>rd</sup> day of May 2017, a true and correct copy of this document will be served upon the parties below via Email or U.S. Mail addressed to:

<p><b>Via via Email</b> 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 <a href="mailto:siseiden@duanemorris.com">siseiden@duanemorris.com</a></p>	<p><b>Via via Email</b> Evan Barenbaum, Esq Attorney for Stern &amp; Eisenberg</p> <p>Director of Litigation Stern &amp; Eisenberg, PC 1581 Main Street, Suite 200 Warrington, PA 18976 Office 267-620-2130 Fax 215-572-5025 <a href="mailto:ebarenbaum@sterneisenberg.com">ebarenbaum@sterneisenberg.com</a></p>	<p><b>Via U.S. Mail</b> Mr. Christopher S. Porrino Attorney for the State of NJ</p> <p>NJ Attorney General Office of The Attorney General The State of New Jersey Richard J. Hughes Justice Complex (HJC) 25 Market Street 8th Floor, West Wing Trenton, NJ 08625-0080</p>
<p>Email is not considered received until recipient replies with a message.</p>		

Respectfully submitted,



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June 11, 2017



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