
<p>BAYVIEW LOAN SERVICING LLC</p> <p>Plaintiff-Respondent</p> <p>V.</p> <p>REZA FARZAN AND MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC.</p> <p>Defendant -Appellant</p>	<p>SUPERIOR COURT OF NJ APPELLATE DIVISION APPELLATE #: A-002787-22</p> <p>CIVIL ACTION</p> <p>ON APPEAL FROM</p> <p>SUPERIOR COURT OF NJ CHANCERY DIVISION: FORECLOSURE COURT</p> <p>Docket No. F-013470-16 HON. JOSEPH QUINN SAT BELOW</p>
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**BRIEF FROM
DEFENDANT-APPELLANT REZA FARZAN**

November 2, 2023

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TABLE OF CONTENT

APPENDIX TABLE OF VOLUMES	5
TABLE OF TRANSCRIPTS	6
TABLE OF FORECLOSURE COURT ORDERS UNDER APPEAL	7
TABLE OF AUTHORITY	8
PRELIMINARY STATEMENT	10
RELEVANT PROCEDURAL HISTORY AND STATEMENT OF FACTS IN THE FORECLOSURE COURT	10
A BRIEF DESCRIPTION OF THE NJ STATE RESIDENTIAL FORECLOSURE REGIME	11
FILING THE FIRST FORECLOSURE COMPLAINT BY CHASE HOME FINANCE LLC (CHASE) on 9/3/2009	11
FILING THE SECOND FORECLOSURE COMPLAINT BY BAYVIEW ON 5/12/16	16
LEGAL ARGUMENT	24
LEGAL POINT I. THE TRIAL COURT ERRED BY DENYING MY REQUEST TO REMOVE THE FRAUDULENT ASSIGNMENT OF 2/27/2009 FROM THIS CASE. BECAUSE ON 12/20/2010 HON. GLENN GRANT ORDERED CHASE TO REMOVE THAT FROM THE FIRST FORECLOSURE CASE OF F-12718-09 BECAUSE IT WAS FRAUDULENT (Raised Below: Exhibit 261a VOL II paragraph 83.c). Also it was raised below in the oral argument on 5/12/2023. 2T Page 25 Lines 1-4. The Denial order is At Exhibit 310a.)	24

LEGAL POINT II. THE TRIAL COURT ERRED BY DENYING MY REQUEST TO VACATE THE SUMMARY JUDGMENT OF 3/3/17 (Raised Below: In the oral argument of 10/4/22. 1T. Page 9 Lines 6-8. The denial order is at Exhibit 310a.)	26
LEGAL POINT III. THE TRIAL COURT ERRED BY DENYING MY REQUEST TO VACATE THE FINAL JUDGMENT OF 9/3/19. (Raised Below: In the oral argument of 10/4/22. 1T. Page 9 lines 6-8. The denial order is at Exhibit 310a.)	28
LEGAL POINT IV. THE TRIAL COURT ERRED BY DENYING MY REQUEST TO WITHDRAW THE ALIAS WRIT OF EXECUTION OF 1/13/22. (Raised Below: In the oral argument of 5/12/23. 2T. Page 5 lines 8-9. The Denial order is at Exhibit 310a.)	29
LEGAL POINT V. THE TRIAL COURT ERRED BY DENYING MY REQUEST TO DISMISS THE FORECLOSURE COMPLAINT OF 5/12/16 (Raised Below: In the oral argument of 5/12/23. 2T. Page 5 lines 3-4. The denial order is at Exhibit 310a.	29
LEGAL POINT VI. THE TRIAL COURT ERRED BY DENYING MY REQUEST TO REMOVE MY HOUSE FROM THE SHERIFF SALES LIST (Raised Below: Exhibit 261a VOL II paragraph 83.a). The denial order is at Exhibit 310a.)	32
LEGAL POINT VII. THE TRIAL COURT ERRED BY DENYING MY REQUEST TO PROVIDE FLAWLESS ZOOM HEARINGS THAT MIMIC IN PERSON HEARINGS OR DO NOT FORCE THE PUBLIC TO ACCEPT ZOOM. (Not raised below)	33
LEGAL POINT VIII. THE TRIAL COURT ERRED BY DENYING MY REQUEST TO ORDER BAYVIEW TO PROVIDE AN ASSIGNMENT OF NOTE AND MORTGAGE TO NATIONSTAR MORTGAGE BASED \ ON NJSA 46:9-9 (Raised below Exhibit 261a paragraph VOL II 83.b). The denial order is at Exhibit 310a.)	33

LEGAL POINT IX. THE TRIAL COURT ERRED BY DENYING MY REQUEST TO RESTORE MY CONSTITUTIONAL RIGHTS. 33

(Raised below Exhibit 033a VOL I paragraph 50 and 1T page 6 lines 7-8; also Exhibits 257a-260a VOL II and 2T page 6 lines 21-25). The denial order is at Exhibit 310a.)

CONCLUSION 34

CERTIFICATION 35

APPENDIX TABLE OF VOLUMES

VOLUME I

001a-233a

VOLUME II

234a-312a

TABLE OF TRANSCRIPTS

10/04/22	TRANSCRIPT OF FORECLOSURE COURT HEARING	1T
05/12/23	TRANSCRIPT OF FORECLOSURE COURT HEARING	2T

TABLE OF FORECLOSURE COURT ORDERS UNDER APPEAL

10/4/22 ORDER BY HON. JOSEPH QUINN FORECLOSURE COURT Exh, 179a

5/12/23 ORDER BY HON. JOSEPH QUINN FORECLOSURE COURT Exh. 310a

TABLE OF AUTHORITY

MORTGAGELINQ CORPORATION v. COMMONWEALTH LAND TITLE INSURANCE COMPANY, The Supreme Court of New Jersey Decided August 1, 1995	24
Shammas v. Shammas, 88 A. 2d 204 - NJ: Supreme Court 1952	24
Deutsche Bank Nat'l Tr. Co. v. Mitchell, 422 N.J. Super. 214, 225 \ (App. Div. 2011), and reaffirmed on 07/01/2020 in Investors Bank v. Torres, (A-55-18) (082239) (2020)).	25
Bank of New York as Trustee v. Michael J. Raftogianis, et al., Case No. F-7356-09, Superior Ct. of NJ	25
Investor Bank v. Torres July 1, 2020 The Supreme Court of NJ	26
Bankr. LEXIS 4085(Bankr.D.N.J.Nov.17, 2010),	27
Bank of America v. Limato, Docket No. A-4480-10T3	28
In Re Raymond Vargas, Debtor United States Bankruptcy Court, CD. California. October 21, 2008.	30
Potter v. Steer COURT OF CHANCERY OF NEW JERSEY Nov 16,1923 122 A. 685 (Ch. Div. 1923)	30

COURT RULES:

Rule 1:6-6

Federal Rule of Evidence: 901(a)

Rule: 4:42-2

Rule. 1:6-2(f)

Rule 1:7-4

Rule 4:46-2(c)

Rule 4:64-(1)(b)(11)

NJ STATUTES

N.J.S.A. 2A:82-17

N.J.S.A 12A:3-118(b)

N.J.S.A 2A:82-17

N.J.S.A. 12A:3-309

N.J.S.A. 12A:3-418

N.J.S.A. 12A:3-301

NJ UCC Laws

CHAPTER 225, LAWS OF N.J. 1979 (APPROVED OCTOBER 12, 1979)

Court order of 12/20/2010 By Hon. Glenn Grant

Group 3 list

THE NJ CONSTITUTION

THE US CONSTITUTION

ARTICLE III INJURY IN FACT

THE US 1ST AMENDMENT

THE US 4TH AMENDMENT

THE US 14TH AMENDMENT

PRELIMINARY STATEMENT

My name is Reza Farzan, I am the Pro Se Appellant-Defendant in this case. I have personal knowledge about this case and I am making this brief in support of my amended notice of appeal package filed on 5/19/23 (Exhibit 001a VOL I).

I am appealing the Monmouth County Foreclosure Court orders made on 10/4/22 (Exhibit 179a VOL I) and 5/12/23 (Exhibit 310a VOL II) by Hon. Joseph Quinn.

I am a Moslem immigrant. A naturalized US Citizen. I belong to a few protected classes because of my national origin, religion, age, and disabled status. My race is other than White Caucasian, a minority race.

In November of 2015 I was declared disabled permanently by the Social Security Administration (SSA).

I have no training in law. English is not my native language. I speak English with an accent.

**RELEVANT PROCEDURAL HISTORY AND STATEMENT
OF FACTS IN THE FORECLOSURE COURT¹**

In the second half of December of 2022 I was able to obtain a copy of the court order of 12/20/2010 by Hon. Glenn Grant (Exhibit 291a VOL II) and a copy of the Group 3 List (Page 400 of the Group 3 List, Exhibit 309a VOL II). Those documents were kept on eCourt under F-059553-10 and sealed for many years. The public does not have access to it and it took me a long time to find them.

**A BRIEF DESCRIPTION OF THE NJ STATE RESIDENTIAL
FORECLOSURE REGIME**

**FILING THE FIRST FORECLOSURE COMPLAINT BY CHASE
HOME FINANCE LLC (CHASE) on 9/3/2009**

In this section I'll summarize the roles of all state courts and agencies in my foreclosure cases so the Appellate Judges understand what has been going on.

On 2/14/2005 I signed a promissory Note and gave it to American Mortgage Network Inc. (AMN) my loan originator. In return AMN gave me a loan to purchase my current house via a mortgage. I did not give my Note to the entire US mortgage industry. I gave it to AMN only, my loan originator. On 12/30/16 Bayview Loan Servicing LLC (Bayview) offered the Affidavit of Lost Note of

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1. The facts of this case are four documents submitted by Bayview on 5/12/16 and 12/30/16 as I explained in this brief. The rest of this case is procedural history. The facts and procedural history are intertwined in this case.

2/12/2014 Fabricated by Chase. Chase attached an unauthenticated alleged copy of the alleged Note (Exhibit 105a VOL I) as Attachment 1.

AMN went out of business by 12/31/2005 and did not indorse my Note to another party and did not assign the Note to another party.

Since 12/31/2005 AMN has not come forward to demand its loan from me and the loan is time barred for ten years based on NJSA 12A:3-118(b). That means even if AMN shows up at my front door today, based on that NJ statue I do not owe them that loan.

On 2/27/2009 Beth Cottrell a manager at Chase disguised as an employee of Mortgage Electronic Registration Systems Inc. (MERS), and Stacy Spohn a Chase employee robo-signed an assignment of mortgage on my property from MERS (as nominee of AMN) to Chase. Jennifer Jacoby robo-notarized that forged mortgage assignment. Exhibit 077a VOL I.

MERS never had legal standing to assign a Note or Mortgage in NJ. MERS never had the legal standing to be a custodian of a mortgage Note in NJ.

Since AMN went out of business by 12/31/2005, the alleged nominee relationship between AMN and MERS stopped after 12/31/2005. Definitely on 2/27/2009, about four years later, MERS could not claim that it was the nominee of AMN, but it did claim that in the alleged assignment of mortgage of 2/27/2009.

The alleged assignment of 2/27/2009 was never authenticated by a certificate of acknowledgment required by NJSA 2A:82-17. And it was never authenticated by an affidavit or certification of personal knowledge required by Rule 1:6-6.

On 9/3/2009 based on the alleged assignment of mortgage of 2/27/2009 Chase filed a foreclosure complaint in the NJ Office Of Foreclosure (NJ OOF) against my house. It was docketed as F-12718-09 and sent to the Monmouth County Foreclosure Court in Freehold NJ.

Since Chase was not the owner of the Note it could not file for foreclosure; and in the foreclosure complaint of 9/3/2009, Chase was not the owner of the loan and failed to disclose the owner of the loan which was in violation of the NJ Court Rule 4:64-(1)(b)(11). The foreclosure trial judge failed to enforce that rule. The foreclosure trial judge failed to dismiss the foreclosure complaint filed by Chase on 9/3/2009; therefore the foreclosure judge violated my constitutional rights specifically the US 4th and 14th Amendments.

In the financial crisis of 2009-2010 major servicers like Chase were filing foreclosure complaints in NJ and other states based on forged and robo-signed documents.

On 12/20/2010, Hon. Glenn Grant, a high ranking NJ State Judge and the Chief of the NJ Administrative Office of the Courts (NJ AOC), in his Administrative Order 01-2020 declared that the alleged assignment of 2/27/2009 robo-signed

by Beth Cottrell was fraudulent and it had to be removed from the Chase's foreclosure complaint of 9/3/2009 and then he suspended that Foreclosure complaint. Exhibit 296a, Footnote 17 VOL II.

Based on that order of 12/20/2010 by Hon. Grant the NJ Judiciary identified all suspended foreclosure complaints and added them to a list called the Group 3 List and saved it on eCourt under F-059553-10 docket. That docket number is now sealed by the NJ OOF and the public does not have access to its content. The reason is unknown. My name was on the Group 3 List, it is on page 400 with Chase's name and the Foreclosure Docket number. Exhibit 309a VOL II.

Based on that order of Hon. Glenn, Chase was supposed to cure the deficiencies of the alleged assignment of mortgage of 2/27/2009 and bring it back to record it again in the Monmouth County Hall of Records.

But Chase in violation of the court order of 12/20/2010 did not cure the deficiencies of the alleged assignment of mortgage of 2/27/2009. Based on the forged assignment of mortgage of 2/27/2009, Chase forged the Affidavit of Lost Note of 2/12/2014 (Exhibit 102a VOL I) and the Assignment of mortgage of 2/28/2014 (Exhibit 080a VOL I) from Chase to Bayview Loan Servicing LLC (Bayview) and sold them all to Bayview for a penny on a dollar.

The alleged assignment of 2/28/2014 was never authenticated by a certificate of acknowledgment required by NJSA 2A:82-17. And it was never authenticated by an affidavit of certification of personal knowledge required by Rule 1:6-6.

The alleged affidavit of Lost Note fabricated by Chase on 2/12/2014 was not recorded in the Hall of Records. It was unauthenticated and it had an unauthenticated attachment which was an unauthenticated copy of the alleged Note (Exhibit 105a VOL I). In the unauthenticated copy of the alleged Note there was no indorsement from AMN to any party. Chase, in the alleged Affidavit of Lost Note of 2/12/2014 did not explain from where/who it got the Note, how it got the Note, and when it got the Note. Those details are required by the NJ UCC Laws for a lost Note affidavit. The alleged Affidavit of Lost Note of 2/12/2014 did not have wet ink original and it was submitted to the Foreclosure Court of the Superior Court of Monmouth County on 12/30/16 by Bayview's attorney.

On 1/4/2016 finally Chase and Bayview dismissed their own foreclosure complaint of 9/3/2009 (F-12718-09) which was already suspended by Hon. Glenn Grant in 12/20/2010's order because of the alleged assignment of mortgage of 2/27/2009 from MERS to Chase.

In preparation for filing the second foreclosure complaint; sometimes in 2015 Bayview hired a notary public named Samantha Dickie to forge my signature

on an alleged loan modification agreement called the HAM Agreement of 2015 (Exhibit 086a VOL I). I have never seen the HAM Agreement and have never signed it. I have never seen Samantha Dickie and never signed any document before her. Paragraph L of that document is all about MERS and that document got its legitimacy from MERS as the nominee for AMN which never existed on 2/27/2009. MERS never had legal standing to assign a Note or mortgage or to be the custodian of a Note in the state of NJ. Also the nominee relationship between AMN and MERS ended on 12/31/2005 when AMN went out of business.

**FILING THE SECOND FORECLOSURE COMPLAINT BY
BAYVIEW on 5/12/16**

On 5/12/2016 Bayview filed a Foreclosure complaint in the NJ OOF based on the alleged assignment of mortgage of 2/27/2009 (a recycled forged mortgage document), the alleged assignment of 2/28/2014 and the alleged HAM agreement of 2015. Bayview filed that complaint as the owner and the servicer of the Note. It was docketed as F-013470-16. Bayview committed fraud upon the foreclosure court by submitting a recycled forged document, namely the alleged assignment of mortgage of 2/27/2009. The NJ OOF and the Foreclosure Court of Monmouth County never had subject matter jurisdiction over the Foreclosure complaint of 5/12/16.

The NJ OOF violated my Constitutional Rights specifically the US 4th and 14th Amendment by accepting the alleged assignment of mortgage of 2/27/2009. Because, on 12/20/2010, the NJ OOF was warned by Hon. Grant that the alleged assignment of mortgage of 2/27/2009 was robo-signed and forged, and the NJ OOF was in possession of the Group 3 List and was aware that my name was on that list. Chase's name and the foreclosure docket number were on that list too, next to my name.

In the second foreclosure complaint (F-013470-16), filed on 5/12/16, Bayview committed six major fraud upon the court, including perjury and forgery:

- Under paragraph 14.a (Exhibit 050a VOL I) Bayview falsified that: in the mortgage assignment of 2/27/2009, MERS assigned the Note and Mortgage to Chase. That is false, because the assignment's text stated that MERS only assigned the mortgage to Chase.
- Under paragraph 14.b (Exhibit 050a) Bayview falsified that: in the assignment of 2/28/2014, Chase assigned the Note and Mortgage to Bayview. That is not true, because the assignment's text stated that Chase only assigned the mortgage to Bayview.
- Under paragraph 15.a,b,c,d,e,f (Exhibit 050a VOL I) Bayview falsified that I signed the forged HAM Agreement of 2015 and I owed them a lot of money. I never signed that document and never agreed to anything.
- In paragraphs 35, 36, 37 (Exhibit 056a VOL I) Bayview claimed that they had the physical Note in their office and they lost it. That was false.
- Nowhere in their complaint had Bayview showed injury. How much did Bayview pay to Chase to buy the Note? Bayview did not show injury in fact to prove that it had state and Federal Claims.
- All in all, Bayview falsified the facts to pass through the NJ court rules for a valid NJ foreclosure complaint. Bayview falsified the facts that it was the owner of the Note and it was in possession of the Physical Note and lost it and I signed the alleged HAM Agreement in front of Samantha Dickie. All of them are blatant lies. Bayview showed no injury in fact to show that it had

a state or Federal claim. According to the Article III Injury In Fact Bayview had no claim at all.

On 7/27/16 I filed my answer and counterclaim in response to the foreclosure complaint of 5/12/16 that I received on 6/23/16. I exposed the forged mortgage documents submitted by Bayview and demanded jury trial.

On 9/7/16, in response to my RESPA request; Bayview, outside of their attorneys, directly wrote me that the Owner of the Note was Freddie Mac not Bayview. Bayview did not list Freddie Mac as a party of interest in the complaint which was in violation of the NJ Court Rule 4:64-(1)(b)(11).

That pleading by Bayview, on 9/7/16, invalidated Bayview's claim in the Foreclosure Complaint that it had the Note in its possession and lost it.

On 12/30/2016 Bayview's attorney submitted the Affidavit of Lost Note of 2/12/2014 fabricated by Chase. In that alleged affidavit Chase claimed that it had the physical Note and lost it. That pleading by Chase invalidated Bayview's pleading on 9/7/16 that Freddie Mac was the owner of the Note.

Because Bayview was ignoring my discovery questions I had to file a motion to dismiss based on NJ court rules. A motion hearing was ordered by the Foreclosure trial Judge Patricia D. Cleary for 1/6/17. In the hearing of 1/6/17 I questioned the alleged assignment of 2/27/2009 and told the judge that Chase and MERS had faked that assignment. Judge Clearing said because that alleged assignment was recorded in the Hall of Records she considered that valid. She

gave Bayview another chance in that hearing and rescheduled another discovery; ending on 2/28/17.

On 1/6/2017 in my motion hearing in state court; Judge Cleary, who is retired now, said the documents recorded in the Monmouth County Hall of Records had nothing to do with my foreclosure case. Then she said I could not file charges against MERS and Chase in her court:

“MR. FARZAN: There’s another reason, Your Honor. MERS is a defendant in this case. And MERS and Chase have filed fake documents, registered and recorded fake documents in Monmouth County.
THE COURT: What does that have to do with your case?
MR. FARZAN: Because I don’t think I can file, I want to file charges against Chase and MERS --
THE COURT: Well, you’re not filing them with me.”

Right after the 1/6/17 hearing Bayview continued to ignore my discovery requests and my notices for depositions.

On 1/13/17 my expert witness, Marilyn English, added her affidavit to the state case docket on eCourt. In her affidavit she stated that the alleged assignments of 2/27/2009 and 2/28/2014 did not transfer any value from AMN to MERS, or Chase, or Bayview. And the Affidavit of Lost Note of 2/12/2014 fabricated by Chase was worthless.

On 1/27/17 Bayview filed a motion for summary judgment based on the four forged mortgage documents. I responded and filed my own motion to dismiss.

On 3/3/17 in the hearing for summary judgment Judge Cleary admitted the four forged documents submitted by Bayview as evidence against my property

because they were “recorded” in the Hall of Records. She denied the affidavit of my expert witness Marilynn English and she failed to enforce the NJ UCC laws which was the NJ laws to enforce a residential mortgage Note. She dismissed my answer and counterclaim. She denied my jury trial that I demanded in my answer and counterclaim filed on 7/27/2016. She did not allow me to talk in my defense in the hearing. Judge Cleary violated my constitutional rights specifically the US 1st and 4th, 7th and 14th Amendments, and Article One of the NJ State Constitution.

In the motion for summary judgment hearing of 3/3/2017 the trial judge Hon. Patricia Cleary and Bayview’s attorney Michael Blaine agreed that since the unauthenticated copy of the alleged assignments of the mortgage were recorded in Monmouth County Hall of Records they were not defective. The transcript of 3/3/17 page 6 lines 8-14:

“MR. BLAINE: ... But the assignments of mortgage
Are before the Court as a legal question for the
Court to examine them. And if they’re defective
somehow legally the Court should make that
determination.
THE COURT: They’re recorded.
MR. BLAINE: And they’re recorded, yes. And I would
assert they’re not defective.”

On 8/20/19 Bayview filed a motion for final judgment in the NJ OFF. In this motion, once again, Bayview pleaded that it owned the mortgage; not Freddie Mac. Bayview attached the fraudulent mortgage assignments of 2009 and 2014,

the fraudulent affidavit of lost note of 2/12/14, and the forged HAM agreement of 2015 notarized by Samantha Dickie. My deadline to oppose it was 9/3/19.

On 9/3/19 I filed my opposition to Bayview's motion for final judgment. But the NJ OOF ignored my opposition and recommended a final judgment order to Judge Katie Gummer. Ironically Judge Gummer recused herself from my case on 1/25/19. The NJ OOF violated my constitutional rights specifically the US 1st, 4th, and 14th Amendments.

On 9/23/19 the Monmouth County Clerk wrote me a letter that they did not examine any documents that parties recorded in the Hall of Records because they assumed that parties had examined them before recording.

On 3/29/20 my Expert Witness notarized his Affidavit about the mortgage documents submitted by Bayview in the Foreclosure Court. Mr. Joseph Esquivel pleaded in his affidavit that the assignments of 2/27/2009 and 2/28/2014 transferred no value from AMN to Chase or Bayview; and the unauthenticated copy of the alleged Note was worthless. Exhibit 163a VOL I.

On 1/13/22, based on the four forged mortgage documents submitted by Bayview the NJ OOF granted Writ of Execution to Bayview and sent it to the Monmouth County Sheriff for sheriff sale.

On 2/28/22 and 3/2/22 I filed two motions in the foreclosure court to vacate the writ of execution issued by the NJ OOF and to vacate the Sheriff Sale of 4/4/22. A hearing was set to 4/1/22 for both before Judge Quinn. He denied them both.

On 4/8/22 I filed my amended notice of appeal in the NJ Appellate Division and it was docketed as A-002336-21. On 6/7/22 Hon. Haas and Hon. Mitterhoff denied my appeal and did not provide statement of reason based on 2:11-3(e)(1)(E), In that order they claimed that Bayview had the Note, which was false. I filed a motion for reconsideration which was denied by Hon. Mitterhof without a statement of reason. On 7/19/23 I requested a certification from the Supreme Court of NJ. It was docketed as 088508. Now I am supposed to submit a brief for that.

While this case was scheduled for sheriff sale on 5/31/22, on 5/13/22 Bayview “sold” the ownership of the Note to Nationstar Mortgage LLC (Nationstar) from TX (AKA RightPath Servicing). The transfer was conducted without an assignment required by NJSA 46:9-9. The sheriff sales have been adjourned every few weeks. The next is on 11/20/23.

The alleged transfer of the loan from Bayview to Nationstar happened while my house was in sheriff sale. The sheriff is required to demand an assignment from Bayview to Nationstar mandated by NJSA 46:9-9. But the Sheriff just

forwarded my letter to Bayview, and Bayview ignored it; the Sheriff did not demand the assignment.

The sheriff has another problem. That is the recycled forged mortgage assignment of 2/27/2009 which was called fraudulent by Hon. Glenn Grant in his order of 12/20/2010 and ordered Chase to remove it from the Foreclosure Court. But Chase forged more documents based on that and sold them to Bayview for a penny on a dollar. That sheriff sale is illegal. The Monmouth County Sheriff must remove my house from his sales list. The Monmouth County Sheriff has been violating my constitutional rights specifically the US 1st, 4th, and 14th Amendments. Please see my letter to Sheriff Golden dated 1/10/23 (Exhibit 278a VOL II) and 1/30/23 (Exhibit 285a VOL II).

On 9/25/23 there was a hearing in the Monmouth County Foreclosure Court before Hon. David Bauman to stay the sheriff sale of 9/25/23. He denied my motion in its entirety without a statement of reason. Bayview's attorney wrote a letter to the county Sheriff asking him to adjourn the sheriff sale to 11/20/23. But he pleaded the case's caption as: Federal Home Loan Mortgage vs Reza Farzan. Even though I was listed as a Defendant in that alleged case, I was not aware of that case and I believed such a case did not exist. I tried to include the court order of 9/25/23 by Judge Bauman into this appeal (A-002787-22) but the case manager told me I had to file a new appeal for that order.

LEGAL ARGUMENT

LEGAL POINT I. THE TRIAL COURT ERRED BY DENYING MY REQUEST TO REMOVE THE FRAUDULENT ASSIGNMENT OF 2/27/2009 FROM THIS CASE. BECAUSE ON 12/20/2010 HON. GLENN GRANT ORDERED CHASE TO REMOVE THAT FROM THE FIRST FORECLOSURE CASE OF F-12718-09 BECAUSE IT WAS FRAUDULENT.

(Raised Below: Exhibit 261a VOL II paragraph 83.c). Also it was raised below in the oral argument on 5/12/2023. 2T Page 25 Lines 1-4. The Denial order is At Exhibit 310a.)

In this Brief, I explained the deficiencies of the alleged mortgage assignment of 2/27/2009. In the first foreclosure complaint F-12718-09 Hon. Grant was the only Judge who examined the alleged mortgage assignment of 2/27/2009 and called it fraudulent and ordered it to be removed from the foreclosure case. In the second foreclosure complaint F-013470-16 no judge or agency has examined it. On the transcript of 5/12/23 2T on page 26 lines 13-18 Judge Quinn said: *“There's nothing new here. It's the same arguments that have been made over, and over, and over, and over again, regarding the assignment and so on. It's all been adjudicated in favor of the plaintiff on every occasion. It's res judicata, it's law of the case.”* Judge Quinn was wrong. In the hearing of 5/12/23 there were a few new things here. The order of 12/20/2010 was new. My communications with the sheriff were new here. I brought them to his attention in the hearing of 5/12/23 only. None of the issues in this case in the second foreclosure case has been adjudicated on the merit.

Please see **MORTGAGELINQ CORPORATION v. COMMONWEALTH LAND TITLE INSURANCE COMPANY**, The Supreme Court of New Jersey Decided August 1, 1995 on Res Judicata. Also please see Shammas v. Shammas, 88 A. 2d 204 - NJ: Supreme Court 1952. When fraud upon the court is committed there is no time limit to vacate the complaint.

“We held that the trial court should not have considered an assignment that was not "authenticated by an affidavit or certification based on personal knowledge.”” *Id.* at 600, [15 A.3d 327](#). *Deutsche Bank Nat'l Tr. Co. v. Mitchell*, 422 N.J. Super. 214, 225 (App. Div. 2011), and reaffirmed on 07/01/2020 in *Investors Bank v. Torres*, (A-55-18) (082239) (2020)). The assignments of 2/27/2009 and 2/28/2014 in my case were not authenticated by affidavits or certifications of personal knowledge but on 1/6/17 judge Cleary blamed it on the County Clerk and on 9/23/19 the county clerk said she did not examine the recorded documents and the other judges upheld Judge Cleary’s orders.

Bank of New York as Trustee v. Michael J. Raftogianis, et al., Case No. F-7356-09, Superior Ct. of NJ: *“Beth Cottrell” as determined by Judge Todd in this case is just a 'perjurer for profit' with far too many versions of her signature to determine which is the 'actual' signature. Ms Cottrell gave Deposition on May18, 2010 and the day before. The May 17, 2010 Deposition*

was for *Chase Home Finance v. Koren.*” Beth Cottrell was one of the robo-signers on the assignment of 2/27/2009 (Exhibit 077a VOL I) in my case. The assignment of 2/27/2009 was called fraudulent by Hon. Grant in his order of 12/20/2010 because Beth Cottrell robo-signed that.

LEGAL POINT II. THE TRIAL COURT ERRED BY DENYING MY REQUEST TO VACATE THE SUMMARY JUDGMENT OF 3/3/17.

(Raised Below: In the oral argument of 10/4/22. 1T. Page 9 Lines 6-8. The denial order is at Exhibit 310a.)

The summary judgment order of 3/3/17 is based on the alleged assignment of 2/27/2009. Once that assignment is removed the entire foreclosure case will fall apart. Bayview did not have the Note and there was no assignment of the Note from AMN to Bayview and the Note was not indorsed to Bayview. The trial Judge did not apply the UCC laws in this case. The NJ UCC Laws are the laws of NJ to enforce a residential mortgage Note.

The New Jersey Supreme Court in case *Investor Bank v. Torres July 1, 2020* stated: *[t]he Uniform Commercial Code was drafted against the backdrop of existing bodies of law, including the common law and equity. And relies on those bodies of law to supplement it[s] provisions in many important ways. At the same time, the Uniform Commercial Code is the primary source of commercial law rules in areas that it governs, and its rules represent choices made by its drafters and the enacting legislatures about the appropriate policies to be furthered in the transactions it covers. Therefore, while*

principles of common law and equity may supplement provisions of the Uniform Commercial Code, they may not be used to supplant its provisions, or the purposes and policies those provisions reflect, unless a specific provision of the Uniform Commercial Code provides otherwise. In the absence of such a provision, the Uniform Commercial Code preempts principles of common law and equity that are inconsistent with either its provisions or its purposes and policies.” In my foreclosure case no judge enforced the NJ UCC laws. I am not sure what law the judges enforced. Judge Cleary granted Summary Judgment to Bayview, because Bayview filed for foreclosure, without legal standing to foreclose.

Bankr. LEXIS 4085(Bankr.D.N.J.Nov.17, 2010), “*The court noted that the Bank of New York never had possession of the note because it was not delivered and indorsed and therefore the Bank of New York was not a "holder" under the New Jersey UCC. Also preventing the Bank of New York from becoming a "holder" was that there was not a proper indorsement on the note itself, or an allonge that was executed at the time that the proof of claim was filed. The Bank of New York could not be deemed a "non holder in possession" because it did not possess the note. Finally, the Bank of New York was not a "non-holder not in possession "because it could not satisfy the requisites of lost, destroyed or stolen instruments or payment or*

acceptance of the instrument by mistake under N.J.S.A. 12A:3-309 and subsection d. of N.J.S.A. 12A:3-418, respectively.” In my case none of my foreclosure trial judges enforced the NJ UCC Laws A copy of the alleged Note fabricated by Chase and submitted by Bayview was not authenticated and there was no indorsement from AMN to any party. Exhibit 105a VOL I. There is no assignment of the Note from AMN to any party.

Bank of America v. Limato, Docket No. A-4480-10T3 *“Holding a mortgagee's request for summary judgment to establish itself as a holder of a negotiable instrument must be based on properly authenticated documents, which must be based on personal knowledge”*. None of the documents submitted by Bayview in my foreclosure case was authenticated. And Bayview did not have a holder status to file for foreclosure.

LEGAL POINT III. THE TRIAL COURT ERRED BY DENYING MY REQUEST TO VACATE THE FINAL JUDGMENT OF 9/3/19.

(Raised Below: In the oral argument of 10/4/22. 1T. Page 9 lines 6-8. The denial order is at Exhibit 310a.)

The final judgment order of 9/3/19 is based on the alleged assignment of 2/27/2009. Once that assignment is removed the entire foreclosure case will fall apart. Bayview did not have the Note and there was no assignment of the Note from AMN to Bayview and the Note was not indorsed to Bayview.

“Long Beach was the original holder of the note that Deutsche Bank would like to enforce, and the copy of that note provided by Deutsche Bank is not

indorsed. Deutsche Bank has not established that it may enforce the note as a 'holder' as provided by N.J.S.A. 12A:3-301." The Supreme Court of NJ said it loud and clear that lack of indorsement on a Note is a show stopper. In Exhibit 105a VOL I, the alleged copy of the Note, which was used as an attachment to that affidavit of lost Note fabricated by Chase and submitted by Bayview, did not have indorsement from AMN to any entity. Therefore the Summary Judgment of 3/3/17 and the final judgment of 9/3/19 must be vacated because Bayview did not have the legal standing to file for foreclosure.

LEGAL POINT IV. THE TRIAL COURT ERRED BY DENYING MY REQUEST TO WITHDRAW THE ALIAS WRIT OF EXECUTION OF 1/13/22.

(Raised Below: In the oral argument of 5/12/23. 2T. Page 5 lines 8-9. The Denial order is at Exhibit 310a.)

The writ of execution of 1/13/22 is based on the alleged assignment of 2/27/2009. Once that assignment is removed the entire foreclosure case will fall apart such as the summary judgment order of 3/3/17 and the final judgment of 9/3/19.

LEGAL POINT V. THE TRIAL COURT ERRED BY DENYING MY REQUEST TO DISMISS THE FORECLOSURE COMPLAINT OF 5/12/16.

(Raised Below: In the oral argument of 5/12/23. 2T. Page 5 lines 3-4. The denial order is at Exhibit 310a.)

In this Brief, I explained the deficiencies of the alleged mortgage assignment of 2/27/2009. In the first foreclosure complaint F-12718-09 Hon. Grant was the

only Judge who examined the alleged mortgage assignment of 2/27/2009 and called it fraudulent and ordered it to be removed from the foreclosure case; he also suspended the foreclosure complaint. In the second foreclosure complaint F-013470-16 no judge or agency has examined it.

So the second foreclosure complaint must be dismissed for the same reason that the first foreclosure complaint was dismissed. The order of 12/20/2010 is new here. My communications with the sheriff were new here. I brought them to his attention after the hearing of 10/4/22.

In Re Raymond Vargas, Debtor United States Bankruptcy Court, CD. California. October 21, 2008. ***“A promissory note cannot be admitted into evidence unless it is authenticated. Federal Rule of Evidence 901(a).”*** In my case the alleged copy of the subject Note which was attached to the alleged “Affidavit of Lost Note” of 2/12/2014 was not authenticated. Exhibit 105a.

Potter v. Steer COURT OF CHANCERY OF NEW JERSEY Nov 16,1923

122 A. 685 (Ch. Div. 1923) ***“It is also well settled that the certificate of acknowledgment is only prima facie evidence of its contents, and that it may be shown to be untrue. Wright v. Wells, 12 N.J. Law, 131; Marsh v. Mitchell, 26 N. J. Eq. 497; Whalen v. Manchester Land Co., 65 N.J. Law, 206,47 Atl. 443; Brady v. McHugh, supra. But to establish its untruth and overcome the strong presumption of its integrity the proof must be clear, satisfactory, and***

convincing.” ... “The bill will be dismissed as to Mrs. Steer.” In this case Mrs. Steer husband forged her signature on a document to steal her property. The forged signature was notarized. Mrs. Steer challenged that and the Chancery Division Judge granted discovery and eventually ruled that Mrs. Steer was right. In my case Samantha Dickie, a notary public, hired by Bayview forged my signature and notarized it on the alleged HAM Agreement of 2015 (Exhibit 086a VOL I). And Bayview recorded that in the Hall of Records on 2/1/16. On 1/6/17 and 3/3/17 I challenged that in Judge Cleary’s court she said she admitted that as evidence because it was recorded in the Hall of Records. On 9/23/19 the county clerk said she did not examine it. I have been screaming in this trial court under Judge Quinn he ignored me and took Samantha Dickies’s word over my word. That is racism. This issue is still unresolved.

Shammas v. Shammas, 88 A. 2d 204 - NJ: Supreme Court 1952 *“The rule simplifies the procedure and permits the exercise of the power to open a final judgment, for the reasons specified in subdivisions (1), (2) and (3), upon motion made within a reasonable time not more than one year after the entry of the final judgment [see, however, as to this time limit, Klapprott v. U.S., 335 U.S. 601, 69 S.Ct. 384, 93 L.Ed. 266 (1949), remand modified in 336 U.S. 942, 69 S.Ct. 384, 93 L.Ed. 1099 (1949), and Wilford v. Sigmund Eisner Company, 13 N.J. Super. 27 (App. Div. 1951)], and, for the reasons*

specified in subdivisions (4), (5) And (6) and for fraud upon the court, without limitation as to time.” Bayview committed fraud upon the court on 5/12/16 by submitting the alleged mortgage assignment of 2/27/2009 which was already ordered fraudulent by Hon. Glenn Grant in his order of 12/20/2010. So the foreclosure complaint of 5/12/16.

LEGAL POINT VI. THE TRIAL COURT ERRED BY DENYING MY REQUEST TO REMOVE MY HOUSE FROM THE SHERIFF SALES LIST.

(Raised Below: Exhibit 261a VOL II paragraph 83.a). The denial order is at Exhibit 310a.)

“CHAPTER 225, LAWS OF N.J. 1979 (APPROVED OCTOBER 12, 1979):

Whenever an application is made to the sheriff of any county for the sale of any real property, whether under execution or pursuant to any other writ, judgment or order, the sheriff shall not proceed with such sale unless and until the applicant shall furnish to the sheriff a statement, under oath, listing the names of all mortgagees and other holders of encumbrances constituting “consideration” as defined in section 1 (c) of the act is a supplement (C. 46:15-5(c)), to which such sale shall be subject.” The Monmouth County sheriff refused to demand that Bayview submit such a statement under the NJ Chapter 225 law and he refused to remove my house from the sales list. Judge Quinn denied my request to have the sheriff to remove my house from the sales list

LEGAL POINT VII. THE TRIAL COURT ERRED BY DENYING MY REQUEST TO PROVIDE FLAWLESS ZOOM HEARINGS THAT MIMIC IN PERSON HEARINGS OR DO NOT FORCE THE PUBLIC TO ACCEPT ZOOM.

(Not raised below)

The Zoom hearings in the Superior Court of Monmouth County are not useful for senior citizens. If the Superior Court cannot provide flawless Zoom meetings they must not do it to comply with our first Amenment.

LEGAL POINT VIII. THE TRIAL COURT ERRED BY DENYING MY REQUEST TO ORDER BAYVIEW TO PROVIDE AN ASSIGNMENT OF NOTE AND MORTGAGE TO NATIONSTAR MORTGAGE BASED ON NJSA 46:9-9

(Raised below Exhibit 261a paragraph VOL II 83.b). The denial order is at Exhibit 310a.).

Bayview transferred the Note that it did not own; now trying to get away with it. An assignment would expose it. Judge Quinn denied my request to demand such an assignment from Bayview.

LEGAL POINT IX. THE TRIAL COURT ERRED BY DENYING MY REQUEST TO RESTORE MY CONSTITUTIONAL RIGHTS.

(Raised below Exhibit 033a VOL I paragraph 50 and 1T page 6 lines 7-8; also Exhibits 257a-260a VOL II and 2T page 6 lines 21-25). The denial order is at Exhibit 310a).

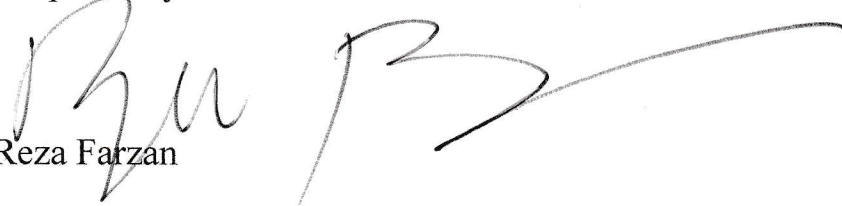
The foreclosure Court of Monmouth County never had jurisdiction on the second foreclosure complaint when it was filed on 5/12/16 simply because the forged assignment of 2/27/2009 was already removed from the first foreclosure case because it was fraudulent. Also on 12/20/2010 Hon. Glenn Grant remove the assignment of 2/27/2009 and suspended the first foreclosure complaint. I have been objecting to the complaint of 5/12/16 since 7/27/16 and trial judges

ignore me. The trial court has been violating my US 1st, 4th, and 14th Amendments all along. My family and I have gone very hard time because of that.

CONCLUSION

1. I request that this honorable court grants what I requested in Legal Arguments I, II, III, IV, V, VI, VII, VIII, and IX.
2. Also please understand that just like Ford and Torres I paid \$250 filing fee and I expect this court to treat me the way it treated the parties in Wells Fargo v. Ford and Investors Bank v. Torres. Please give me a full UCC analysis. I like to be treated equally.
3. In compliance with my US 1st and 14th Amendments and NJ R. 1:6-2(f), R. 1:7-4, and . 4:46-2(c) please provide statement of reasons for your orders.

Respectfully Submitted


Reza Farzan

11/2/23

CERTIFICATION

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


Reza Farzan
11/2/23