

FILLING OUT THE ANSWER

Below is the form Answer provided in this guidebook.

STEP 1: FILL OUT THE "CAPTION" OF THE ANSWER - As shown in the sample Answer below, fill in the top part of the Answer form (known as the "Caption") by copying the necessary information from the Summons or Complaint.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF Monroe

NATIONAL TRUST COMPANY
AS TRUSTEE, et. al.

,
Plaintiff

INDEX NO: 2016-12345

-against-

VERIFIED ANSWER TO
FORECLOSURE COMPLAINT

Betsy Ross, et. al.

,
Defendant.

Defendant Betsy Ross answers as follows:

General Denial

I plead the following Defenses and Counterclaims:

- Lack of Standing:** Plaintiff, upon information and belief, does not own the note and mortgage. Plaintiff therefore does not have standing to sue because it was not the legal owner of the note and/or mortgage at the time it commenced this foreclosure lawsuit.
- Foreclosure Cause of Action:** Plaintiff, upon information and belief, does not own the note and mortgage. Because ownership of the note and mortgage is an element of a foreclosure cause of action, Plaintiff has no right to foreclose.
- Statute of Limitations** (NY Civil Practice Law and Rules § 213(4)): Upon information and belief, Plaintiff may not sue on all or part of the mortgage debt because Plaintiff commenced this action more than six years after the debt became due.
 - Additionally, the entire foreclosure action is time-barred by the statute of limitations because Plaintiff commenced this action more than six years after it accelerated the mortgage debt. Defendant requests that the mortgage be cancelled and discharged pursuant to NY Real Property Actions and Proceedings Law § 1501(4).

STEP 2: CHECK OFF AND EXPLAIN YOUR DEFENSES - Think carefully about whether any of the following legal defenses may apply to your situation. If you fail to include some legal defenses in your Answer, you may lose the right to raise them later. However, you should not check off a defense unless you believe it applies to your situation.

If possible talk to a foreclosure prevention attorney before filling out this Answer.

Below is a step-by-step explanation of each defense that may apply to you.

Improper Service of the Summons and Complaint:

A Summons and Complaint was properly served if it was:

1. Handed to you in person; OR
2. Left at your home or business with a “person of suitable age and discretion” with another copy mailed within 20 days to your home or business; OR
3. Attached to your home or business door, with another copy mailed within 20 days to your home or business.

If you were not served with a copy of the Foreclosure Summons and Complaint in any of the 3 ways described above, check off this box.

Notice Of Default:

For most foreclosures the lender is required to send a letter notifying you that you are in default, which is to be sent after you have stopped paying and states that the whole amount of your mortgage is due immediately. You should check this box if you never received such notice from your lender.

Reverse Mortgage Notice Requirement:

The New York State Department of Financial Services has rules regarding reverse mortgage foreclosures. Those rules state that when a lender seeks to foreclose on a reverse mortgage because the homeowner is not paying property taxes and/or insurance, then the lender must first send the homeowner a written notice. The notice must state that failure to make such payments can lead to termination of the mortgage. The notice must also state that the homeowner has the right to cure the default by making the payments. The lender must give the homeowner 30 days to cure the default by making the payments. If you have a reverse mortgage that is being foreclosed for failure to pay taxes and/or insurance, and you did not receive the notice described above, you should check this box.

Improper Service of the Summons and Complaint (NY Civil Practice Law and Rules Section 308):

I was not properly served with the Summons and Complaint in any of the following three methods:

1. A copy of the Summons and Complaint were not handed to me in person; OR
2. A copy of the Summons and Complaint were not left at my home or business with a “person of suitable age and discretion” with another copy mailed within 20 days to my home or business; OR
3. A copy of the Summons and Complaint were not attached to my home or business door, with another copy mailed within 20 days to my home or business.

Notice of Default: Plaintiff failed to comply with the requirements for the notice of default in my mortgage loan agreement, a condition precedent to this foreclosure action.

Reverse Mortgage Notice Requirement (NY Codes, Rules and Regulations Title 3, § 79.9(a)(5)): Plaintiff failed to comply with the requirements of NY Codes, Rules and Regulations Title 3, § 79.9(a)(5), a condition precedent to this foreclosure action.

90-Day Notice Requirement (NY Real Property Actions and Proceedings Law § 1304): Plaintiff failed to comply with the requirements of NY Real Property Actions and Proceedings Law § 1304, a condition precedent to this foreclosure action.

90-Day Notice Filing Requirement (NY Real Property and Proceedings Law § 1306): Plaintiff failed to comply with the requirements of NY Real Property and Proceedings Law § 1306, a condition precedent to this foreclosure action.

“Help for Homeowners in Foreclosure” Notice Requirement (NY Real Property Actions and Proceedings Law Section 1303): I did not receive the notice “Help for Homeowners in Foreclosure” that was supposed to be served with the Foreclosure Summons and Complaint. Plaintiff failed to comply with the requirements of NY Real Property and Proceedings Law § 1303, a condition precedent to this foreclosure action.

Pending Foreclosure Action (NY Real Property Actions and Proceedings Law § 1301): Plaintiff impermissibly commenced this action because there is a prior pending action to recover all or part of the mortgage debt.

90-Day Notice Requirement:

Your lender was required to send you a notice 90 days before starting this foreclosure action. This 90-Day Notice must be sent by regular mail and certified mail. The Notice must state “YOU COULD LOSE YOUR HOME.” The Notice must also state the number of days your mortgage payments are late and the amount of money you need to pay to catch up. The Notice must also include a list of housing counselors or legal service providers that offer help to homeowners without charge. You should check this box if you did not receive two copies of this 90-Day Notice. You should check this box if the 90-Day Notice did not include the information described above.

You should check this box if the foreclosure case was started against you before 90 days had passed after you received the 90-Day Notice.

 90-Day Notice Filing Requirement

The law requires that your lender file a copy of the 90-Day Notice with the Department of Financial Services. This filing must be made within three business days after the lender mailed the Notice to you. The law also requires the lender to state in the foreclosure Complaint (the document that you are answering) that it filed the 90-Day Notice with the Department of Financial Services within the time period required. You should check this box if the Complaint does not state that the lender filed the Notice with the Department of Financial Services within three days of mailing the Notice to you.

You should also check this box if you have a reason to believe that the lender did not file the Notice, even though the Complaint says the lender filed the Notice.

 Improper Service of the Summons and Complaint (NY Civil Practice Law and Rules Section 308):

I was not properly served with the Summons and Complaint in any of the following three methods:

1. A copy of the Summons and Complaint were not handed to me in person; OR
2. A copy of the Summons and Complaint were not left at my home or business with a “person of suitable age and discretion” with another copy mailed within 20 days to my home or business; OR
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 90-Day Notice Filing Requirement (NY Real Property and Proceedings Law § 1306): Plaintiff failed to comply with the requirements of NY Real Property and Proceedings Law § 1306, a condition precedent to this foreclosure action.

 “Help for Homeowners in Foreclosure” Notice Requirement (NY Real Property Actions and Proceedings Law Section 1303): I did not receive the notice “Help for Homeowners in Foreclosure” that was supposed to be served with the Foreclosure Summons and Complaint. Plaintiff failed to comply with the requirements of NY Real Property and Proceedings Law § 1303, a condition precedent to this foreclosure action.

 Pending Foreclosure Action (NY Real Property Actions and Proceedings Law § 1301): Plaintiff impermissibly commenced this action because there is a prior pending action to recover all or part of the mortgage debt.

Help for Homeowners in Foreclosure Notice Requirement:

The law requires that your lender include a special notice with the foreclosure Summons and Complaint that is served on you. This special notice is called “Help for Homeowners in Foreclosure.” The notice must be printed in bold, large type. The notice must be on colored paper. You should check this box if the foreclosure Summons and Complaint you received did not include this special notice in large bold type on colored paper.

Pending Foreclosure Action:

The law does not allow a party to bring a lawsuit when there is a lawsuit still pending involving the same parties and issues. You should check this box if (1) your lender started a different foreclosure action before it started the case that you are responding to, and (2) that earlier foreclosure action is still before the court because it has not been dismissed or discontinued.

- Improper Service of the Summons and Complaint** (NY Civil Practice Law and Rules Section 308):

I was not properly served with the Summons and Complaint in any of the following three methods:

1. A copy of the Summons and Complaint were not handed to me in person; OR
2. A copy of the Summons and Complaint were not left at my home or business with a “person of suitable age and discretion” with another copy mailed within 20 days to my home or business; OR
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- 90-Day Notice Filing Requirement** (NY Real Property and Proceedings Law § 1306): Plaintiff failed to comply with the requirements of NY Real Property and Proceedings Law § 1306, a condition precedent to this foreclosure action.

- “Help for Homeowners in Foreclosure” Notice Requirement** (NY Real Property Actions and Proceedings Law Section 1303): I did not receive the notice “Help for Homeowners in Foreclosure” that was supposed to be served with the Foreclosure Summons and Complaint. Plaintiff failed to comply with the requirements of NY Real Property and Proceedings Law § 1303, a condition precedent to this foreclosure action.

- Pending Foreclosure Action** (NY Real Property Actions and Proceedings Law § 1301): Plaintiff impermissibly commenced this action because there is a prior pending action to recover all or part of the mortgage debt.

Real Estate Settlement Procedures Act Early Intervention Requirement:

Federal law requires your lender to reach out to you when you are behind on mortgage payments. The lender must provide you with information about your options, such as a loan modification or short sale. The lender must perform this outreach before it may bring a foreclosure action. You should check this box if your lender did not contact you to discuss your options before bringing the foreclosure action.

Real Estate Settlement Procedures Act Pre-Foreclosure Review Requirement:

Under federal law, a lender may not start a foreclosure case:

- Before the loan is more than 120 days overdue;
- If you have applied for a loan modification and the lender has not yet decided whether to approve or deny it;
- If you have been denied a loan modification and are still within the timeframe to appeal this decision or have a pending appeal;
or
- If you had a loan modification or short sale application with the lender at the time this foreclosure case was filed.

If any of the events listed above happened to you, you should check this defense.

Real Estate Settlement Procedures Act Early Intervention Requirement (12 C.F.R. § 1024.39): Upon information and belief, Plaintiff violated the early intervention requirements of the Real Estate Settlement Procedures Act because (*check one or both if applicable*):

- Within 36 days of my delinquency, the loan servicer did not attempt to establish live contact with me to inform me about the availability of loss mitigation options.
- Within 45 days of my delinquency, the loan servicer did not send me a written notice that included contact information for the servicer, a description of loss mitigation options available from the servicer, information about applying for loss mitigation, and a website listing housing counselors.

Real Estate Settlement Procedures Act Pre-Foreclosure Review Requirement (12 C.F.R. § 1024.41): Plaintiff impermissibly filed this foreclosure during the pre-foreclosure review period because (*check one or both if applicable*):

- Plaintiff commenced this action before my loan was more than 120 days delinquent.
- I submitted a complete loss mitigation application to my loan servicer but Plaintiff commenced this action (1) before the loan servicer made a decision on that application, (2) before the time period to appeal the loan servicer's decision lapsed, or (3) before the loan servicer made a decision on an appeal I submitted in connection with the loss mitigation application.

FHA Pre-Foreclosure Requirements: My loan is insured by the Federal Housing Administration. Upon information and belief, the loan servicer/mortgagee has not complied with regulations of the Department of Housing and Urban Development because the loan servicer/mortgagee did not do one or more of the following (*check all that are applicable*):

- Send me a notice of default before the end of the second month of my delinquency (24 C.F.R. § 203.602).
- Attempt to arrange a face-to-face interview with me before three full monthly installments due under the mortgage were unpaid (24 C.F.R. § 203.604).
- Evaluate me for loss mitigation before four full monthly installments due under the mortgage were unpaid (24 C.F.R. § 203.605).
- Wait until three full monthly installments due under the mortgage were unpaid before commencing this foreclosure action (24 C.F.R. § 203.606)

FHA Pre-Foreclosure Requirements:

There are special rules that apply to FHA loans. You will know if your loan is an FHA loan because your Note and Mortgage will contain an FHA case number on the first page. Also, your monthly mortgage statements will show an FHA case number. If your loan is not an FHA loan then do not complete this section.

FHA lenders must perform certain acts before they may start a foreclosure case, including:

- The lender must send the borrower a notice of default before the end of the second month in which a payment is not received;
- The lender must try to arrange an in-person interview with the borrower before the borrower misses three monthly payments;
- The lender must evaluate the borrower for loss mitigation options before the borrower misses four monthly payments; and
- The lender may not bring a foreclosure case until the loan payments are behind by three full months.

If any of the events listed above happened to you, you should check this defense.

Real Estate Settlement Procedures Act Early Intervention Requirement (12 C.F.R. § 1024.39): Upon information and belief, Plaintiff violated the early intervention requirements of the Real Estate Settlement Procedures Act because (*check one or both if applicable*):

- Within 36 days of my delinquency, the loan servicer did not attempt to establish live contact with me to inform me about the availability of loss mitigation options.
- Within 45 days of my delinquency, the loan servicer did not send me a written notice that included contact information for the servicer, a description of loss mitigation options available from the servicer, information about applying for loss mitigation, and a website listing housing counselors.

Real Estate Settlement Procedures Act Pre-Foreclosure Review Requirement (12 C.F.R. § 1024.41): Plaintiff impermissibly filed this foreclosure during the pre-foreclosure review period because (*check one or both if applicable*):

- Plaintiff commenced this action before my loan was more than 120 days delinquent.
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FHA Pre-Foreclosure Requirements: My loan is insured by the Federal Housing Administration. Upon information and belief, the loan servicer/mortgagee has not complied with regulations of the Department of Housing and Urban Development because the loan servicer/mortgagee did not do one or more of the following (*check all that are applicable*):

- Send me a notice of default before the end of the second month of my delinquency (24 C.F.R. § 203.602).
- Attempt to arrange a face-to-face interview with me before three full monthly installments due under the mortgage were unpaid (24 C.F.R. § 203.604).
- Evaluate me for loss mitigation before four full monthly installments due under the mortgage were unpaid (24 C.F.R. § 203.605).
- Wait until three full monthly installments due under the mortgage were unpaid before commencing this foreclosure action (24 C.F.R. § 203.606)

VA Pre-Foreclosure Requirements:

Service requirements for mortgages holding Veteran Administration guarantees and insurance require the mortgagee to demonstrate a proper ability to service loans adequately. The VA Lender's Handbook states that holders of VA guarantees or insurance are not expected to start a foreclosure action until every reasonable effort has been made to arrive at some other solution.

You should raise this defense if you have a VA loan and feel your servicer did NOT make reasonable efforts to avoid filing the foreclosure by working with you.

Active Service Member Protections:

Active-duty members of the armed forces, National Guard and reservists, and their dependents and co-debtors have special rights under federal and New York State laws to interest rate reductions on mortgages and other debts, to request a stay of foreclosure, and to avoid a tax foreclosure sale.

Homeowners who are serving active military duty and are facing foreclosure should advise their mortgage lender, servicer, and the court in writing, and immediately seek assistance from a Judge Advocate General (JAG) Corps or other attorney.

- VA Pre-Foreclosure Requirements:** My mortgage is guaranteed by the VA pursuant to Title 38 of the United States Code. The loan servicer has not complied with the regulations requiring that the servicer extend all reasonable forbearance options. Compliance with these regulations is a condition precedent to foreclose. Further, failure to comply with these rules gives rise to equitable defenses to this action.
- Active Service Member Protections** (Federal Service Members Civil Relief Act, 50 App. U.S.C. 501 et seq.; and New York State Soldiers' and Sailors' Civil Relief Act, NY Military Law Section 300 et seq.): An active service member is an owner of the property and is on the mortgage and qualifies for Active Military Service protections under state or local law.
- Certificate of Merit Requirement** (NY Civil Practice Law and Rules § 3012-b): Upon information and belief, Plaintiff failed to comply with the Certificate of Merit requirements of NY Civil Practice Law and Rules § 3012-b.
- Request for Judicial Intervention** (NY Codes, Rules and Regulations Title 22, § 202.12-a(b)): Upon information and belief, Plaintiff did not file a Request for Judicial Intervention.
- Attorney's Fees** (NY Real Property Law § 282): If I retain counsel, I am entitled to recover my attorney's fees in defending this action pursuant to New York Real Property Law § 282.
- Excessive Interest** (NY Civil Practice Law and Rules § 5001(a)): Plaintiff has unreasonably delayed filing this action, failed to file the Request for Judicial Intervention or engaged in other dilatory conduct causing excessive interest to accrue which the Court may reduce or toll, as a matter of equity and by operation of the CPLR.
- Excessive Interest and Fees** (NY Civil Practice Law and Rules § 3408(f)): In a prior foreclosure action, Plaintiff failed to negotiate in good faith pursuant to CPLR 3408(f). This failure to negotiate in good faith has caused excessive interest and fees to accrue which Plaintiff, as a matter of equity and by operation of the CPLR, is not entitled to recover.
- Action Commenced Against a Deceased Party:** This action is a nullity because it was commenced against Defendant _____ after that party was already deceased and it should, therefore, be dismissed.
- Refused Payments:** I have tried to tender payments which would have paid the principal, interest, and fees I owed at the time in full, but the lender refused to accept the payment and proceeded to foreclosure against me wrongfully.

Certificate of Merit Requirement:

Under state law, the attorney for the lender must include with the foreclosure Complaint a “Certificate of Merit.” The Certificate of Merit must state under oath the following: (1) the attorney for the lender has reviewed the facts of the case; (2) the attorney for the lender has consulted with an identified representative of the lender; (3) there is a reasonable basis for starting the foreclosure case; and (4) the lender in the case is the creditor who is entitled to enforce the Note and Mortgage. A copy of the Note and Mortgage must be attached to the Certificate of Merit or the Complaint. If the Note and Mortgage are not attached, there must be an affidavit that the documents were lost. If there is no Certificate of Merit with the foreclosure Complaint, or if the Certificate does not contain the statements described above, or if copies of the Note and Mortgage were not provided, you should check this box.

 Request for Judicial Intervention:

The lender must file with the clerk of court a Request for Judicial Intervention (RJI). The RJI is the document that activates the case in the court’s case management system. The RJI is the document that will get your case into a settlement conference, where you will have the opportunity to negotiate a solution to the case that keeps you in the home. The lender must file the RJI at the same time it files proof that it served the Summons and Complaint on you. If you have reason to believe that the lender did not file an RJI—for example, because you did not receive a copy of the RJI—then you should check this box.

 Attorney’s Fees:

You should check this defense if you have hired an attorney or think you may be hiring an attorney. You should also check this defense if you think you may be obtaining free legal services from a non-profit organization. In certain situations, the law allows non-profit attorneys to be reimbursed for the value of their work even if they do not charge their clients.

- VA Pre-Foreclosure Requirements:** My mortgage is guaranteed by the VA pursuant to Title 38 of the United States Code. The loan servicer has not complied with the regulations requiring that the servicer extend all reasonable forbearance options. Compliance with these regulations is a condition precedent to foreclose. Further, failure to comply with these rules gives rise to equitable defenses to this action.
- Active Service Member Protections** (Federal Service Members Civil Relief Act, 50 App. U.S.C. 501 et seq.; and New York State Soldiers’ and Sailors’ Civil Relief Act, NY Military Law Section 300 et seq.): An active service member is an owner of the property and is on the mortgage and qualifies for Active Military Service protections under state or local law.
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- Excessive Interest** (NY Civil Practice Law and Rules § 5001(a)): Plaintiff has unreasonably delayed filing this action, failed to file the Request for Judicial Intervention or engaged in other dilatory conduct causing excessive interest to accrue which the Court may reduce or toll, as a matter of equity and by operation of the CPLR.
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- Action Commenced Against a Deceased Party:** This action is a nullity because it was commenced against Defendant _____ after that party was already deceased and it should, therefore, be dismissed.
- Refused Payments:** I have tried to tender payments which would have paid the principal, interest, and fees I owed at the time in full, but the lender refused to accept the payment and proceeded to foreclosure against me wrongfully.

Excessive Interest:

The law states that a lender must negotiate in good faith for a possible loan modification. The law also states that when a lender unreasonably delays a foreclosure case it should not be allowed to recover all of the interest and fees that accumulated during the delay. You should check this defense if: (1) the lender waited too long to file a foreclosure case against you; (2) the lender did not file the Request for Judicial Intervention on time; or (3) the lender in any other way delayed enforcing its rights under the mortgage.

Excessive Interest and Fees:

If this is not the first foreclosure case filed against you, and you think the lender failed to negotiate in good faith in the prior foreclosure action, then you should check this defense.

Action Commenced Against a Deceased Party:

The law states that a dead person cannot be sued. Any lawsuit against a dead person is a nullity. If the borrower in this case is deceased, and the lender sued this person after his death, then you should check this defense. The borrower is the person who signed the Note.

Refused Payments:

You should check this box if you made payments that brought your account current prior to your lender filing this foreclosure action.

- VA Pre-Foreclosure Requirements:** My mortgage is guaranteed by the VA pursuant to Title 38 of the United States Code. The loan servicer has not complied with the regulations requiring that the servicer extend all reasonable forbearance options. Compliance with these regulations is a condition precedent to foreclose. Further, failure to comply with these rules gives rise to equitable defenses to this action.
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- Refused Payments:** I have tried to tender payments which would have paid the principal, interest, and fees I owed at the time in full, but the lender refused to accept the payment and proceeded to foreclosure against me wrongfully.

Partial or Full Payment:

You should check this box if you feel that you made mortgage payments that your lender has not credited to your mortgage.

Origination Issues:

For a fraud to have occurred there **MUST** be six things that happened:

1. There was a misrepresentation of fact by another party (frequently a mortgage broker or a representative from the lender) to you;
2. The statement was untrue;
3. The speaker knew the statement was untrue;
4. The speaker was trying to deceive you;
5. You relied on the untrue statement; **AND**
6. You were injured (injured can mean financially injured) by the untrue statement.

You should use this defense if all six of these events happened to you. If you feel that you were deceived prior to closing on your loan, you believed those deceptions, and as a result you were more likely to sign your loan documents.

If you allege fraud, you must be **VERY specific with your allegations** and therefore must list exactly what the fraud was. You will need to check any and all of the boxes that you feel accurately state the specific fraudulent behavior. If there were other fraudulent statements made to you other than the ones listed, or if you have more specific details regarding any of these fraud claims, set these facts out under the "Additional Information" section.

Other Defenses or Counterclaims:

If you have any other claims you would like to tell the court about, list them all here. Be as specific as possible and add sheets of paper if necessary.

Partial or Full Payment: I have made payments which have not been properly credited and are not reflected in the Complaint.

Other explanation or additional information: _____

Origination Issues: On the date of loan origination, statements were made to intentionally convince me to enter the mortgage and note at issue in this foreclosure action. I relied upon those statements and I was fraudulently induced to sign the mortgage and note. I was told that:

I would receive a fixed rate loan, but instead I received an adjustable rate loan.

My mortgage term would be for a shorter term than I actually received.

My total monthly payment would include principal, interest, property taxes and insurance, but instead my monthly payment only included principal and interest.

My monthly payment would be lower than the resulting monthly payment I actually received.

My loan amount would be for a lower amount than I actually received.

Other Additional Information: _____

I was injured by the above fraudulent statements because I paid more for my mortgage than I could afford and ultimately fell into foreclosure as a result of the higher cost of the mortgage.

Other Defenses or Counterclaims (attach additional pages if needed):

Other Facts Concerning Your Mortgage (attach additional pages if needed):

STEP 3: ADD ANY ADDITIONAL INFORMATION OR DEFENSES TO THE "OTHER FACTS CONCERNING YOUR MORTGAGE" SECTION.

This can include facts surrounding any of the defenses you have already checked off or any other facts that you think the court should know about. This is where you should tell your story. Below are some possible ideas that could apply to you. **Always be as specific as possible and attach additional pages if needed!**

- ✓ You were pressured to sign the mortgage or home purchase documents.
- ✓ You were discouraged from using your own attorney or appraiser or other independent advisor.
- ✓ You did not receive a financial benefit from your mortgage.
- ✓ The interest rate is extremely high, or higher than you qualified for given your credit history at the time you obtained your mortgage.
- ✓ You were charged high closing costs or fees.
- ✓ Your loan application was falsified (e.g. your income was misstated on your application).
- ✓ You were told that utilities, medical expenses, or other bills would be paid off by your mortgage, but they weren't.
- ✓ You were told that your house was worth more than its actual value.
- ✓ Your home was in poor condition when you purchased it and you were promised repairs that were never made.
- ✓ You were falsely told that you could earn rental income from your home to help pay the mortgage.
- ✓ You believe that you were targeted for an unfair or abusive mortgage loan based on your race, national origin, sex, mental or physical disability, age, alienage/ citizenship status, or other legally protected characteristic.

Partial or Full Payment: I have made payments which have not been properly credited and are not reflected in the Complaint.

Other explanation or additional information: _____

Origination Issues: On the date of loan origination, statements were made to intentionally convince me to enter the mortgage and note at issue in this foreclosure action. I relied upon those statements and I was fraudulently induced to sign the mortgage and note. I was told that:

- I would receive a fixed rate loan, but instead I received an adjustable rate loan.
- My mortgage term would be for a shorter term than I actually received.
- My total monthly payment would include principal, interest, property taxes and insurance, but instead my monthly payment only included principal and interest.
- My monthly payment would be lower than the resulting monthly payment I actually received.
- My loan amount would be for a lower amount than I actually received.
- Other Additional Information: _____

I was injured by the above fraudulent statements because I paid more for my mortgage than I could afford and ultimately fell into foreclosure as a result of the higher cost of the mortgage.

Other Defenses or Counterclaims (attach additional pages if needed):

Other Facts Concerning Your Mortgage (attach additional pages if needed):

**STEP 4: FILL IN THE BOTTOM OF THE 6TH PAGE
WITH YOUR CURRENT CONTACT INFORMATION.**

If you have had the assistance of an attorney in filling out these forms, check the box at the bottom of this page indicating this happened.

Wherefore, Defendant requests that the Complaint be dismissed; that the relief requested by Defendant be granted in its entirety; that Defendant be granted costs and attorneys' fees if he or she retains counsel; and any other relief allowed by law deemed just and proper by this Court in the exercise of its equity jurisdiction in this foreclosure action.

Dated: January 1, 2016

Anywhere, New York

Betsy Ross, Defendant *Pro Se*
(Defendant's Signature)

Betsy Ross
(Defendant's Name)

123 Main Street
(Defendant's Address)

Anywhere, NY 12345
(Defendant's Address)

(585) 111-2222
(Defendant's Telephone Number)

Prepared with the assistance of counsel admitted in New York.

STEP 5: IN FRONT OF A NOTARY PUBLIC, FILL OUT AND SIGN THE VERIFICATION SECTION. A Verification is a statement under oath that the Answer is truthful. After you complete the Answer, you MUST sign this verification in front of a Notary Public and have them notarize it. You can often find a Notary Public at a branch of your local bank. Please be aware that they may charge you a small fee for this service.

STEP 6: MAKE 2 COPIES OF THE ANSWER AND AFFIDAVIT OF SERVICE. You will arrange for one copy to be “served” on the lender’s attorney. You will file the originals with the County Clerk (see Step 9 on the next page) and will keep the second copy for your records.

STEP 7: “SERVE” THE LENDER’S ATTORNEY. Ask someone other than yourself who is at least 18 years old and not a Defendant in the lawsuit to “serve” a copy of the Verified Answer on the lender’s attorney at the address listed on the Summons and Complaint. The easiest way to “serve” the Verified Answer is to arrange for the person to send it certified mail, return receipt requested, or by overnight delivery service. Be sure to keep the proof of mailing and delivery.

VERIFICATION

I, Betsy Ross, being duly sworn, state that the within Answer is true to the best of my knowledge, except as to those matters alleged upon information and belief, which I believe to be true

Betsy Ross
(Defendant’s Name)

Betsy Ross
(Defendant’s Signature)

Sworn to and subscribed before me this
1st day of January, 2016

Abraham Lincoln
Notary Public

STEP 8: FILL OUT THE AFFIDAVIT OF SERVICE.

The person who “served” the copy of the Verified Answer on the lender’s attorney must fill out the Affidavit of Service in front of a Notary Public and have it notarized. You can often find a Notary Public at a branch of your local bank. Please be aware that they may charge you a small fee for this service.

STEP 9: FILE THE VERIFIED ANSWER AND AFFIDAVIT OF SERVICE AT THE COUNTY CLERK.

Bring the original Verified Answer, the extra copy of the Verified Answer, the notarized Affidavit of Service, and a copy of the notarized Affidavit of Service to your County Clerk’s office. (See list of the local area court clerks included in the front folder pocket of this guide.) At the County Clerk’s office, state that you wish to file an Answer. Be sure to ask the clerk to “time-stamp” the original Verified Answer, the Affidavit of Service and the copy of the Verified Answer, so that you have proof of the date and time you filed your Answer. *Keep a time stamped copy of the Verified Answer and a copy of the Affidavit of Service for your records.*

STEP 10: APPEAR AT YOUR SETTLEMENT CONFERENCE.**AFFIDAVIT OF SERVICE**

I, Betsy Ross, hereby certify that I delivered a copy of the Verified Answer

to Plaintiff’s Attorney (attorney’s name and address):

Lawyer Bob

555 South Avenue

Anywhere, NY 12345

I delivered the Notice of Appearance by the following method (check all that apply):

- first class mail
- certified mail
- certified mail, return receipt requested
- overnight delivery service
- facsimile
- personal delivery.

on the 30th day of June, 2016.

Signature: Betsy Ross

Print Name: Betsy Ross

Subscribed to and sworn this 30th day of June, 2016.

Abraham Lincoln

Notary Public

My commission Expires: 12/31/16