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Supreme Court, U.S.
FILED

OCT 27 2022

OFFICE OF THE CLERK

In the
Supreme Court of the United States

Melvene Kennedy

Petitioner

v.

James B. Nutter Mortgage & Co.

Respondent

Emergency application for Stay Relief

Irreparable Harm Imminent

To the Honorable Samuel A. Alito

Associate Justice of the Supreme Court of the United States

Melvene Kennedy

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OCT 31 2022

OFFICE OF THE CLERK
SUPREME COURT, U.S.

SINGLE JUSTICE EMERGENT APPLICATION FOR STAY OF JUDGEMENT-
TITLE WILL TRANSFER FROM SHERIFF TO BUYER

I. EMERGENT RELIEF IS NEEDED TO PREVENT IRREPARABLE HARM.

A. No Other Outlet Available. Exhausted all means to seek stay. Claims against adversary will be forever lost. Need to maintain Status quo.

B. Movant offers to pay an appeal bond to put stay in place

Pursuant to USC 2101(F) Kennedy seeks emergent relief to put stay in place pending disposition of post-judgment proceedings. Relief has been sought at the Appellate Court and the NJ Supreme Court. Denial orders are attached for your review. Claims remain against my adversary and are in jeopardy of becoming moot if the stay is not provided. Movant will be irreparably harmed as my home unjustly sold on June 14, 2022.

Per R 62(f) Stay favors judgment debtor, under state law.

Judgment is a lien on the judgment debtor's property under law of NJ.

The judgment debtor is entitled to same stay of execution the state Court would give. The Supreme Court's power is unlimited. This Court has the power to stay proceedings or grant an injunction while appeal is pending or issue an order to preserve the status quo.

The motion is pending to be heard before a panel of Appellate judges however there is a strong likelihood the matter will be mooted without requested relief.

Execution of the judgment should be stayed for a reasonable time to enable the movant to obtain a writ of certiorari from the Supreme Court. Per 28 USC 1257(a), decrees rendered by the Superior Court of NJ may be reviewed by the Supreme Court.

All Writs Act, 28 USC 1651 authorizes this Court to issue all writs necessary to provide relief. The status quo should be maintained so that movant's claims are not forever lost, pending disposition of appeal. Movant is willing to post a cash deposit with the Court to put stay in place to protect the adversary's interest. This is a foreclosure matter,

therefore, full judgment is not necessary. Movant is required to post a bond amount that covers the use and detention of property only.

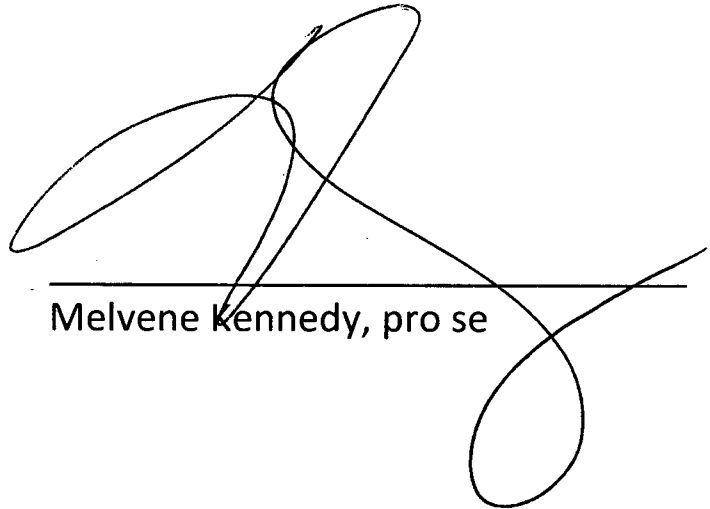
Stay is justified because claims remain against James B. Nutter Mortgage Company for consumer fraud violations. In addition, Kennedy attempted to pay the redeem the home within my 10-day statutory window with certified funds in hand. Within that window, the sheriff refused to accept payment then issued a 2nd redemption statement adding on 12,900.00 in additional fees that are not owed and are the subject of the appeal.

The circumstance here are extra-ordinary in that movant stands to face homelessness and will face an unwanted move and reduction to poverty. Respondent has denied movant all Cares Act relief afforded by the Biden Harris Administration. Respondent has stolen money from movant for which independent claims are now pending.

Conclusions:

For the reasons stated above, petitioner prays this Court will provide relief requested to prevent irreparable harm.

Dated: October 27, 2022



Melvene Kennedy, pro se

AFFIDAVIT OF FACTS IN SUPPORT OF INDEPENDENT CLAIMS AGAINST
JAMES B. NUTTER MORTGAGE CO.

under penalty of perjury

Defendant, Melvene Kennedy swears and says:

1. June 14, 2022, Essex County Sheriff issued a redemption statement showing the required amount of 124,850.16 to redeem with a cut-off date at June 24, 2022.
2. June 22, 2022 (8 days into the 10-day statutory window) Kennedy presented 124,850.16 in guaranteed funds to Sheriff Helena Olivira. The Officer refused to accept the payment and simultaneously issued a second redemption statement. The second statement increased charges from 124,850.16 to 137,599.64. The officer advised, plaintiff increased its charges.
3. The 2nd redemption statement increases resulted due to (a) Plus Additional Sums/Interest increase of \$13,599.64 (b) Sheriff's commission fees by 272.00 and the Plus Sheriff's by 1,031.64.
4. Plaintiff's counsel directed the Sheriff to increase the Plus Additional Sums/Interest category based on Orders secured to pay more money.
5. Post-Judgment Orders for more money secured by JBNC were not allowed nor enforceable. JBNC's rights were defined by the judgment. It was entitled to judgment, cost and post judgment interest only.
6. The Pluris Writ of Execution issued 3/28/2022 authorized the Sheriff to sell the property and defined the amount amounts plaintiff was entitled to was judgment amount + costs. The Writ instructs the Sheriff to return all surplus money to the Clerk.
7. The actual amount required for Kennedy to redeem was misstated on both the June 14th and June 22, 2022 redemption statements. Lawfully plaintiff was

entitled to 100,881.39 (judgment amount), costs of 2,256.26 and lawful interest of 12,756.53 through August 8, 2022 as per R 4:42-11(a)(ii) plus Sheriff's fees.

8. Essex County Sheriff and/or plaintiff's counsel obstructed Kennedy's lawful right to redeem within her 10 day statutory window
9. JBNC submitted false Amount Due Schedules to the Court on 6/15/2015 and/or 4/16/2018.
10. Kennedy entered Cares Act Forebearance August 5, 2021 that and was set to expire 1/31/22.
11. 2 weeks before forbearance ended, JBNC manipulated Kennedy's mortgage statement. It inflated loan balance to 414,119.28. Kennedy's loan balance did not exceed 75,000.00.
12. For the duration of forbearance Kennedy, had the right to reinstate her loan.
When forbearance ended, JBNC had a duty to offer Kennedy full reinstatement at proper amount, extend forbearance upon request, offer a work-out arrangement or some other relief options described by HUD Covid-10 modification rules.
13. The loan reinstatement amount provided Kennedy on 4/1/2022 was inaccurate and inflated.
14. The Forbearance agreement required JBNC before the end of forbearance to provide: reinstatement, written re-payment plan for making the delinquent payments & bring the loan current or other plans specific to FHA loan type.
15. Kennedy's held a FHA Mortgage subject to HUD regulations. HUD regulations required JBNC to contact Kennedy 90 days before forbearance ended to work-out a plan to aide Kennedy in saving her home.
16. James B. Nutter failed to provide Kennedy accurate loan reinstatement figures throughout the forbearance period. The Covid-19 reinstatement set

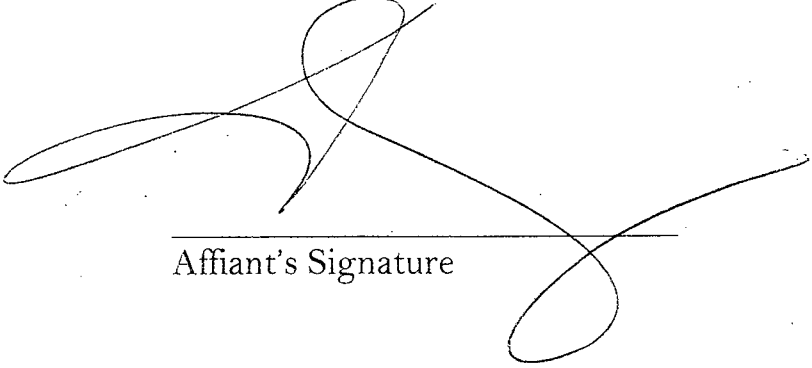
forth as retention option available to borrowed dated 4/1/2022 showed full reinstatement amount of 109,711.66 was inflated. JBNC's mortgage statement dated 4/19/2022 stated the total of 78,074.28 was due to bring the loan current. Both figures were inaccurate and inflated.

17. JBNC stole money from Kennedy by: (a) failed to properly credit on account for tax and insurance refunds received (b) duplicated tax, insurance, interest charges, (c) billed for late fees not allowed by law (d) Did not credit Kennedy for money paid post judgment.
18. Pre-judgment duplicated charges from 9/1/2013 – 6/30/2015 (Pa 16)
Interest 4,529.62; Taxes 4,801.56; Insurance 4,905.57
Same charges were billed from 10/1/2013 to 4/30/2018 (Pa 13)
Late fee charges for 640.14 were duplicated and not allowed. Total theft for pre-judgment fees amounts to 14,876.89 stolen from Kennedy.
19. JBNC stole more money by failing to credit Kennedy for tax and insurance money refunded to it and other credits listed:
Refunded tax money = 755.22 on 8/6/2019
Refunded tax money = 4,649.75 for 2019 tax refund
Insurance refund = 1,349.00
Insurance duplicated = 410.00
7,163.97 stolen credits
20. Kennedy made 6,249.58 in payments to JBNC in 2019. Those monies were not credited against Kennedy's account nor applied to post judgment expenses.
21. JBNC failed to offset post-judgment advances by crediting Kennedy on account. It was not entitled to more money post-judgment.
22. Total credits owed Kennedy was for pre and post judgment money paid, post judgment refund credits and pre-judgment duplicated charges amounts to 28,290.44 stolen from Kennedy. On cross motion, JBNC credited Kennedy 4,905.03 (Pa27).
23. JBNC had no right to secure Orders for more money post-judgment. Its rights were defined upon receiving judgment + costs in this cause.

24. The Orders secured to pay JBNC more money were not allowed and were not enforceable.
25. Kennedy filed two motion applications challenging post judgment orders On March 11, 2022 and April 18, 2022 The Office of Foreclosure failed to process both motion applications. Offered no explanation for its failure.
26. When forbearance began principal balance was 63,845.00.
27. Between 11/1/2021 – 12/1/2021 JBNC inflated Kennedy's principal balance by 4,680.56 on mortgage statement dates between 11/1/2021 and 12/1/2022.
28. HUD regulations prohibited lated charges while in forbearance. JBNC Charged Kennedy late fees in violation of HUD regulations (Pa85-89) the entire forbearance period.
29. Prior to Sheriff sale, Kennedy offered plaintiff the full judgement amount plus, costs to settle. No counter-offer nor further discussion was offered to assist Kennedy in keeping her home post-forbearance as required by HUD regulations.
30. Court staff manipulated Kennedy's filings.
31. The Law Division trial judge refused to move Kennedy's independent claims filed against JBNC July 7, 2022 on a Summary basis. The trial judge stalled the case, missed two scheduled hearings and the Clerk would not accept any filings without the Court's approval.
32. Kennedy's Law Divison Independent action was transferred two times to Chancery against my wishes. Kennedy maintained both equitable and legal claims against JBNC and had a right to be heard in the Law Divison.
33. Essex County Court and its staff has exhibited prejudicial treatment and bias towards Kennedy.
34. Essex County Court violated Kennedy's due process and Civil Rights

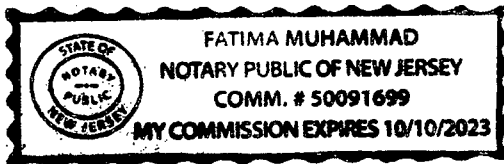
I certify under penalty of perjury that all information and statements made above are true to the best of my knowledge.

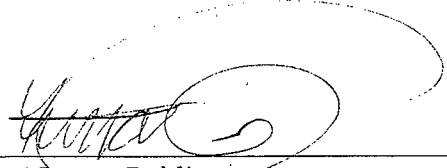
DATED THIS October 12, 2022



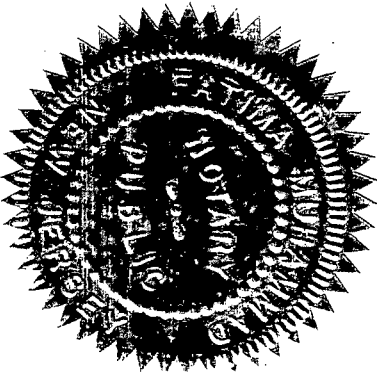
Affiant's Signature

Sworn to subscribe before me:





Notary Public



Sworn to and subscribed
before me this
12 day of Oct. 2022

Absent stay of Judgment pending appeal, Kinnel will be immediately forced to become homeless, lose home of 25 years. A forced move & unwanted eviction is irreparable harm. Grant stay pending appeal

Conclusion
Court should grant stay pending appeal to maintain the status quo on temp stay pending Court's consideration of stay application.

Absent Stay, Applicant will be irreparably harmed

Equity favors Stay

Jurisdiction = This Court has jurisdiction to resolve this application under 28 USC § 1331 And 2101(F)

Must exhaust every avenue below. No oppo to go before panel of Judges. Order granting confirmation that is on appeal is set to take effect immediately