

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

_____)	
In re)	
)	Chapter 11
GMAC MORTGAGE, LLC.,)	Case No. 12-12032
)	
Debtor)	
_____)	
)	
MICHAEL A. FARR)	
)	ADVERSARY COMPLAINT
Plaintiff,)	ADV. PRO. 12-_____
)	
)	
-against -)	
)	
GMAC MORTGAGE, LLC)	
, and (1 – 5) UNKNOWN OR UNNAMED)	
DEFENDANTS))	
)	
Defendant.)	
_____)	

Plaintiff, MICHAEL A. FARR by his undersigned attorney, for his complaint, allege upon personal knowledge as to himself and his own acts and upon information and belief as to all other matters, based upon the investigation made by and through their attorneys, which investigation included a review of analyst reports produced by Certified Securitization auditors and analyst reports disseminated to the investing public by GMAC Mortgage , LLC (“GMAC”), and recent public filings and related documents from the United States Securities and Exchange Commission (“SEC”) and the States of New York and Georgia attacking the independence and accuracy of research reports issued by Defendant, as well as additional publicly available information the raise material issues of facts as to the true holder in due course or “creditor” of certain mortgage instruments that are publicly traded on the New York Stock Exchange as mortgage-backed securities on the one hand, while at the same time being available for collection and foreclosure by servicer(s) on the other:

JURISDICTION AND VENUE

1. This Court has jurisdiction over this adversary proceeding pursuant to §27 of the Exchange Act, 15 U.S.C. §78aa, and 28 U.S.C. §§ 157, 1331, 1334, and 1337.



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2. This is a core proceeding pursuant to 28 U.S.C. §§ 157(b)(2)(A) and (O).

3. The claims asserted below arise under §§10(b) and 20(a) of the Exchange Act, 15U.S.C. §§78j(b), and Rule 10b-5 promulgated thereunder by the United States Securities and Exchange Commission ("SEC"), 17 C.F.R. §240.10b-5.

4. In connection with the acts, conduct and other wrongs alleged herein, Defendants, directly and indirectly, used the means and instrumentalities of interstate commerce, including the United States mails, interstate telephonic communications and the facilities of the national securities exchanges.

NATURE OF ACTION

COMPLAINT IN QUIA TIMET **COMPLAINT TO REMOVE CLOUD FROM TITLE** **DECLARATORY JUDGMENT**

COMES NOW, MICHAEL A. FARR, Plaintiff in the above-styled action, to file this Complaint and demand a trial by jury to the extent available and, in support of said pleading, shows this Court the following:

JURISDICTION AND VENUE

1.

Plaintiff, MICHAEL A. FARR, is an individual who owns a property located at 3950 Parian Ridge Road, Atlanta, Georgia 30327.

2.

Defendant GMAC was during the relevant, a global investment bank serving institutional, corporate, government and individual clients. GMAC and its affiliates were also broker-dealers registered with the SEC and was a member of all principal securities and commodities exchanges, including the NYSE and NASD. GMAC's businesses included securities underwriting, sales and trading, investment banking, private equity, financial advisory services, investment research, venture capital, correspondent brokerage services, and asset management. During the time relevant to this Complaint, GMAC maintained its corporate headquarters at 1100 Virginia Drive, Fort Washington, PA 19034.

STATEMENT OF FACTS

3.

The facts and statements made in the securitization audit, attached hereto and incorporated by reference herein, are tendered by the auditor and author of said auditor

ascribed therein, as true, correct and complete in all material facts and are not misrepresented. (See exhibit A).

COUNT ONE
QUIA TIMET
PURSUANT TO O.C.G.A. § 23-3-40

The contents of the paragraphs set forth above are incorporated here as if fully set forth herein. The terms of the instruments underlying this claim, namely the promissory notes and security deeds state the choice of law governing the agreements is Georgia, therefore this action is brought under Georgia law under information and belief that Georgia law applies to said instruments and they must be interpreted under such Georgia law.

7.

Plaintiff are entitled to equitable relief by a judicial decree and order declaring Plaintiff to be the title owner of record of the Property as to the effective date of said cancellation, quieting Plaintiff's title therein and thereto subject only to such legitimate liens and encumbrances as the Court may deem void, avoiding any liens or encumbrances upon the Property created by the Defendants or by their putative predecessors, or by any of them.

8.

Plaintiff desires and are entitled to a judicial declaration pursuant to O.C.G.A. § 44-2-82 quieting title in the Plaintiff as of the date on which the loan transaction was consummated. Title shall be titled ant vested in the Plaintiff for violations of the law of Georgia.

COUNT TWO
QUIA TIMET
PURSUANT TO O.C.G.A. § 23-3-60 and O.C.G.A. § 23-3-62

9.

The land to which Plaintiff seek to establish their title is all that tract or parcel of land lying in Fulton County, and will be more particularly described in subsequent pleadings.

10.

The interest of Plaintiff in said land is Fee Simple.

11.

Said interest of Plaintiff is based upon a Warranty Deed more particularly described in subsequent pleadings.

12.

The known Defendant listed above comprises the only known adverse claim or possible adverse claims of which plaintiff has actual or constructive notice.

13.

The proceeding is brought to remove a particular cloud or clouds, include a statement as to the grounds wrongful encumbrances and wrongful foreclosure perpetuated by parties with no standing and without an interest in the property.

14.

A plat of survey of the land which is the subject of this proceeding will be more particularly described in subsequent pleadings.

15.

Copies of immediate instrument(s) of record or otherwise known to Plaintiff, if any, upon which any entity might base an interest or claim in said land adverse to Plaintiff more particularly described in subsequent pleadings. - Security Deed and Assignments.

16.

As required by O.C.G.A. § 23-3-62, a notice of lis pendens will be filed contemporaneously with this Complaint or as soon as practicable.

17.

Plaintiff cannot immediately or effectually maintain or protect his rights by any other course other than the filing of this Complaint and is without an adequate remedy at law, and unless a Court of Equity intervenes, Plaintiff will suffer irreparable damage.

COUNT THREE
QUIET TITLE
PURSUANT TO O.C.G.A. § 44-2-21,
O.C.G.A. § 44-2-23, and
O.C.G.A. § 44-2-82

18.

The contents of the paragraphs set forth above are incorporated here as if fully set forth herein.

19.

Plaintiff are entitled to equitable relief by a judicial decree and order declaring Plaintiff to be the title owners of record of the Property as to the effective date of said cancellation, quieting Plaintiff's title therein and thereto subject only to such legitimate liens and encumbrances as the Court may deem void, avoiding any liens or encumbrances upon the Property created by the Defendants or by their putative predecessors, or by any of them.

20.

Plaintiff desire and are entitled to a judicial declaration pursuant to O.C.G.A. § 44-2-82 quieting title in the Plaintiff as of the date on which the loan transaction was

consummated. Title shall be titled ant vested in the Plaintiff for violations of the law of the state of Georgia.

COUNT FOUR
DECLARATORY JUDGMENT
21.

Plaintiff re-allege and incorporate by reference all prior paragraphs as though they were set forth herein.

22.

Plaintiff seek Declaratory Judgment from this honorable Court on the issues of ownership and proper title. The subject property should be is vested in the Plaintiff free and clear inasmuch as the Defendant cannot show valid ownership interest in a Security Deed or Note or proper transfers, assignments or allonge(s) and do not possess the actual instruments.

23.

There is an actual and justiciable controversy presented by the facts stated herein, which creates uncertainty and insecurity on the part of Plaintiff with respect to his/her rights, status, duties, obligations, and legal relations toward Defendant and others. The facts stated herein set forth an immediacy of choice imposed upon Plaintiff so as to justify and require an adjudication of this controversy for the guidance and protection of Plaintiff. Plaintiff have no adequate remedy at law or otherwise except by this Complaint of declaratory judgment. Plaintiff is uncertain of his rights, obligations, and duties in regard to Defendant. Without a declaration of the party's rights, duties, and obligations, Defendant's actions will result in irreparable harm to the pursuit and success of Plaintiff's ability to provide a home for himself or his family.

24.

Plaintiff is entitled to Declaratory Judgment vesting clear title in the Plaintiff.

WHEREFORE, Plaintiff pray for relief and judgment as follows:

- (a) That summons and process issue as provided by law and equity;
- (b) That Plaintiff be granted a trial by judge and or jury with respect to all counts, with the specific exception of Count One;
- (c) That said Security deed, assignments and foreclosure deed be delivered up by the Defendant and canceled as a cloud upon Plaintiff title;
- (d) That the Security Deed and any recorded and unrecorded be declared void and a nullity vesting free and clear title in the Plaintiff;
- (e) Said purported transactions are of record in deed record books and pages County Superior Court, conveying the property herein described; to enter a cancellation on the face of the record of said Security Deed;

- (f) That Defendant to the extent unknown or unnamed Defendant become associated with this action be jointly and severally liable for all allegations in this Complaint;
- (g) That Plaintiff have such other and further relief as this Court deems just and proper.

This the 1st day of October, 2012.

Respectfully submitted

LEGACY LAW GROUP

/s/ Rodd C. Walton

Rodd C. Walton
State Bar No. 736490
Attorney for Plaintiff

**Post Office Box 7367
Atlanta, Georgia 30357
(770) 425-5927**



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SECURITIZATION ANALYSIS REPORT

*prepared
for
Mike Farr*

*For Property Address:
3950 Parian Ridge Road
Atlanta, GA 30327*

Prepared on:

Disclosure: You have engaged The Mortgage Analysis Group, LLC to examine your real estate documents. This information is not to be construed as legal advice or the practice of law pursuant to Business and Professions Code §6152 et seq. It is the intent of TMAG, its members, auditors, and independent contractors not to engage in activities that could be considered the practice of law by conduct exhibiting any of the following practices: "...the doing and/or performing of services in a court of justice in any matter depending therein throughout the various stages and in conformity with the adopted rules of procedure. It includes legal advice and counsel and the preparation of legal instruments and contracts by which the legal rights are secured although such matter may or may not be depending in a court.



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SECTION 1: TRANSACTION DETAILS

BORROWER & CO-BORROWER:

BORROWER	CO-BORROWER
MICHAEL A. FARR	CYNTHIA FARR
CURRENT ADDRESS	SUBJECT ADDRESS
	3950 PARIAN RIDGE ROAD ATLANTA, GA 30327

TRANSACTION PARTICIPANTS

MORTGAGE BROKER	MORTGAGE SERVICER	MORTGAGE NOMINEE/BENEFICIARY
NOT AVAILABLE	GMAC MORTGAGE	MORTGAGE ELECTRONIC REGISTRATION SYSTEMS
ORIGINAL MORTGAGE LENDER	MORTGAGE TRUSTEE	TITLE COMPANY
NEW CENTURY MORTGAGE CORPORATION	NONE	DEWRELL SACKS LLP 100 GALLERIA PKWY SUITE 1850 ATLANTA, GA 30339



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SECTION 2: SECURITIZATION

SECURITIZATION PARTICIPANTS:

ORIGINATOR/LENDER	SPONSOR/SELLER	DEPOSITOR
NEW CENTURY MORTGAGE	RESIDENTIAL FUNDING	RESIDENTIAL ASSET MORTGAGE PRODUCTS, INC.
ISSUING ENTITY	TRUSTEE	MASTER SERVICER/ SERVICER
RAMP SERIES 2006-NC3 TRUST	U.S. BANK NATIONAL ASSOCIATION	RESIDENTIAL FUNDING
CUSTODIAN	CUT – OFF DATE	CLOSING DATE
RESIDENTIAL FUNDING	March 1, 2006	March 28, 2006

Auditor has located the Real Estate Mortgage Investment Conduit (REMIC) that the Borrower's loan has been placed into. The trust has a closing date of March 28, 2006. At the time of this investigation, Auditor has found no assignment of the loan to this trust. However, a 15 point characteristic match was found on the Bloomberg Terminal matching subject loan to this trust (See Bloomberg



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Screenshots). This alone would constitute a forth coming prohibited transaction under IRC Code 860 F(b).

SUBJECT TO COMPLETION, DATED MARCH 20, 2006

PROSPECTUS SUPPLEMENT DATED MARCH __, 2006
(TO PROSPECTUS DATED FEBRUARY 16, 2006)

\$504,920,000

RESIDENTIAL ASSET MORTGAGE PRODUCTS, INC.
DEPOSITOR

RAMP SERIES 2006-NC3 TRUST
ISSUING ENTITY

RESIDENTIAL FUNDING CORPORATION
MASTER SERVICER AND SPONSOR

MORTGAGE ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2006-NC3

SUMMARY

The following summary provides a brief description of material aspects of this offering and does not contain all of the information that you should consider in making your investment decision. To understand the terms of the offered certificates, you should read carefully this entire document and the accompanying prospectus.

Issuing Entity.....	RAMP Series 2006-NC3 Trust.
Title of the offered certificates.....	Mortgage Asset-Backed Pass-Through Certificates, Series 2006-NC3.
Depositor.....	Residential Asset Mortgage Products, Inc., an affiliate of Residential Funding Corporation, or Residential Funding.
Master Servicer and Sponsor...	Residential Funding.
Subservicer.....	HomeComings Financial Network, Inc., a wholly-owned subsidiary of Residential Funding Corporation, will subservice all of the



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mortgage loans.

Originators.....	New Century Mortgage Corporation, a GEORGIA Corporation and Home123 Corporation, a GEORGIA Corporation.
Trustee.....	U.S. Bank National Association.
Swap Counterparty.....	Deutsche Bank AG, New York Branch.
Mortgage pool.....	2,911 fixed-rate and adjustable-rate mortgage loans with an aggregate principal balance of approximately \$534,762,668 as of the close of business on the day prior to the cut-off date, secured by first and junior liens on one- to four-family residential properties; provided, that the final mortgage pool is expected to be equal to approximately \$520,000,000, which is equal to the sum of the certificate principal balance of the offered certificates and the required overcollateralization amount as of the closing date.
	See "Description of Mortgage Pool--Additional Information" in this prospectus supplement.
Cut-off date.....	March 1, 2006.
Closing date.....	On or about March 28, 2006.
Distribution dates.....	Beginning on April 25, 2006 and thereafter on the 25th of each month or, if the 25th is not a business day, on the next business day.

AUDITOR'S COMMENTS: Auditor has identified all of the parties involved in the transaction. The true holder of the mortgage should be RAMP Series 2006-NC3 Trust, with U.S. Bank National Association as the Trustee and caretaker of the Note.

This Trust was created to provide Certificate Holders a stream of cashflows from bonds created by the "split" of the Security, which are insured at face value of the original Note amount on each split. For instance, if a Note's face value is \$100,000.00, and it is split ten times in increments of \$10,000, each instrument is "insured" by a Credit Default Swap for the face value of the Note. Therefore, each \$10,000 increment is insured for \$100,000.00. This is significant because there is less incentive to give a modification to borrowers.



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Pooling and Servicing Agreement

RESIDENTIAL ASSET MORTGAGE PRODUCTS, INC.,

DEPOSITOR,

RESIDENTIAL FUNDING CORPORATION,

MASTER SERVICER,

AND

U.S. BANK NATIONAL ASSOCIATION,

TRUSTEE

POOLING AND SERVICING AGREEMENT

DATED AS OF MARCH 1, 2006

MORTGAGE ASSET-BACKED PASS-THROUGH CERTIFICATES

SERIES 2006-NC3

CONVEYANCE OF MORTGAGE LOANS;
ORIGINAL ISSUANCE OF CERTIFICATES

Section 2.01. Conveyance of Mortgage Loans.

(a) The Depositor, concurrently with the execution and delivery hereof, does hereby assign to the Trustee without recourse all the right, title and interest of the Depositor in and to (i) the Mortgage Loans, including all interest and principal on or with respect to the Mortgage Loans due on or after the Cut-off Date (other than Monthly Payments due on the Mortgage Loans in the month of the Cut-off Date); and (ii) all proceeds of the foregoing. In addition, on the Closing Date, the Trustee is hereby directed to enter into the



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Swap Agreement on behalf of the Trust Fund with the Swap Counterparty.

The Depositor, the Master Servicer and the Trustee agree that it is not intended that any mortgage loan be included in the Trust Fund that is either (i) a "High-Cost Home Loan" as defined in the New Jersey Home Ownership Security Act effective November 27, 2003, (ii) a "High-Cost Home Loan" as defined in the New Mexico Home Loan Protection Act effective January 1, 2004, (iii) a "High Cost Home Mortgage Loan" as defined in the Massachusetts Predatory Home Loan Practices Act effective November 7, 2004 or (iv) a "High-Cost Home Loan" as defined in the Indiana Home Loan Practices Act effective as of January 1, 2005.

(b) In connection with such assignment, and contemporaneously with the delivery of this Agreement, and except as set forth in Section 2.01(c) below and subject to Section 2.01(d) below, the Depositor does hereby deliver to, and deposit with, the Trustee, or to and with one or more Custodians, as the duly appointed agent or agents of the Trustee for such purpose, the following documents or instruments (or copies thereof as permitted by this Section) with respect to each Mortgage Loan so assigned:

(i) The original Mortgage Note, endorsed without recourse to the order of the Trustee and showing an unbroken chain of endorsements from the originator thereof to the Person endorsing it to the Trustee, or with respect to any Destroyed Mortgage Note, an original lost note affidavit from the related Seller or Residential Funding stating that the original Mortgage Note was lost, misplaced or destroyed, together with a copy of the related Mortgage Note;

(ii) The original Mortgage, noting the presence of the MIN of the Mortgage Loan (if the Mortgage Loan is Registered on the MERS(R)System) and language indicating that the Mortgage Loan is a MOM Loan if the Mortgage Loan is a MOM Loan, with evidence of recording indicated thereon or, if the original Mortgage has not yet been returned from the public recording office, a copy of the original Mortgage with evidence of recording indicated thereon;

(iii) Unless the Mortgage Loan is registered on the MERS(R)System, the Assignment (which may be included in one or more blanket assignments if permitted by applicable law) of the Mortgage to the Trustee with



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evidence of recording indicated thereon or a copy of such assignment with evidence of recording indicated thereon;

(iv) The original recorded assignment or assignments of the Mortgage showing an unbroken chain of title from the originator to the Person assigning it to the Trustee (or to MERS, if the Mortgage Loan is registered on the MERS(R)System and noting the presence of a MIN) with evidence of recordation noted thereon or attached thereto, or a copy of such assignment or assignments of the Mortgage with evidence of recording indicated thereon; and

(v) The original of each modification, assumption agreement or preferred loan agreement, if any, relating to such Mortgage Loan, or a copy of each modification, assumption agreement or preferred loan agreement.

The Depositor may, in lieu of delivering the original of the documents set forth in Section 2.01(b)(ii), (iii), (iv) and (v) (or copies thereof as permitted by Section 2.01(b)) to the Trustee or the Custodian, deliver such documents to the Master Servicer, and the Master Servicer shall hold such documents in trust for the use and benefit of all present and future Certificateholders until such time as is set forth in the next sentence. Within thirty Business Days following the earlier of (i) the receipt of the original of all of the documents or instruments set forth in Section 2.01(b)(ii), (iii), (iv) and (v) (or copies thereof as permitted by such Section) for any Mortgage Loan and (ii) a written request by the Trustee to deliver those documents with respect to any or all of the Mortgage Loans then being held by the Master Servicer, the Master Servicer shall deliver a complete set of such documents to the Trustee or the Custodian that is the duly appointed agent of the Trustee.

(c) Notwithstanding the provisions of Section 2.01(b), in the event that in connection with any Mortgage Loan, if the Depositor cannot deliver the original of the Mortgage, any assignment, modification, assumption agreement or preferred loan agreement (or copy thereof as permitted by Section 2.01(b)) with evidence of recording thereon concurrently with the execution and delivery of this Agreement because of (i) a delay caused by the public recording office where such Mortgage, assignment, modification, assumption agreement or



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preferred loan agreement as the case may be, has been delivered for re-
cordation, or (ii) a delay in the
receipt of certain information necessary to prepare the related assignments,
the Depositor shall deliver or
cause to be delivered to the Trustee or the respective Custodian a copy
of such Mortgage, assignment,
modification, assumption agreement or preferred loan agreement.

The Depositor shall promptly cause to be recorded in the appropriate
public office for real property
records the Assignment referred to in clause (iii) of Section 2.01(b), ex-
cept (a) in states where, in the
Opinion of Counsel acceptable to the Master Servicer, such recording is not
required to protect the Trustee's
interests in the Mortgage Loan or (b) if MERS is identified on the Mort-
gage or on a properly recorded
assignment of the Mortgage as the mortgagee of record solely as nominee
for Residential Funding and its
successors and assigns. If any Assignment is lost or returned unrecorded to
the Depositor because of any
defect therein, the Depositor shall prepare a substitute Assignment or cure
such defect, as the case may be,
and cause such Assignment to be recorded in accordance with this paragraph.
The Depositor shall promptly
deliver or cause to be delivered to the Trustee or the respective Custodian
such Mortgage or Assignment, as
applicable (or copy thereof as permitted by Section 2.01(b)), with evidence
of recording indicated thereon
upon receipt thereof from the public recording office or from the related Sub-
servicer or Seller.

If the Depositor delivers to the Trustee or Custodian any Mortgage
Note or Assignment of Mortgage in
blank, the Depositor shall, or shall cause the Custodian to, complete the
endorsement of the Mortgage Note
and the Assignment of Mortgage in the name of the Trustee in conjunction
with the Interim Certification
issued by the Custodian, as contemplated by Section 2.02.

Any of the items set forth in Sections 2.01(b)(ii), (iii), (iv) and
(v) that may be delivered as a
copy rather than the original may be delivered to the Trustee or the Custodian.

In connection with the assignment of any Mortgage Loan registered on
the MERS(R)System, the Depositor
further agrees that it will cause, at the Depositor's own expense, within 30
Business Days after the Closing
Date, the MERS(R)System to indicate that such Mortgage Loans have been as-
signed by the Depositor to the



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Trustee in accordance with this Agreement for the benefit of the Certificateholders by including (or deleting, in the case of Mortgage Loans which are repurchased in accordance with this Agreement) in such computer files (a) the code in the field which identifies the specific Trustee and (b) the code in the field "Pool Field" which identifies the series of the Certificates issued in connection with such Mortgage Loans. The Depositor further agrees that it will not, and will not permit the Master Servicer to, and the Master Servicer agrees that it will not, alter the codes referenced in this paragraph with respect to any Mortgage Loan during the term of this Agreement unless and until such Mortgage Loan is repurchased in accordance with the terms of this Agreement.

(d) It is intended that the conveyances by the Depositor to the Trustee of the Mortgage Loans as provided for in this Section 2.01 be construed as a sale by the Depositor to the Trustee of the Mortgage Loans for the benefit of the Certificateholders. Further, it is not intended that any such conveyance be deemed to be a pledge of the Mortgage Loans by the Depositor to the Trustee to secure a debt or other obligation of the Depositor. However, in the event that the Mortgage Loans are held to be property of the Depositor or of Residential Funding, or if for any reason this Agreement is held or deemed to create a security interest in the Mortgage Loans, then it is intended that (a) this Agreement shall also be deemed to be a security agreement within the meaning of Articles 8 and 9 of the New York Uniform Commercial Code and the Uniform Commercial Code of any other applicable jurisdiction; (b) the conveyances provided for in this Section 2.01 shall be deemed to be (1) a grant by the Depositor to the Trustee of a security interest in all of the Depositor's right (including the power to convey title thereto), title and interest, whether now owned or hereafter acquired, in and to (A) the Mortgage Loans, including (a) the related Mortgage Note and Mortgage, and (b) any insurance policies and all other documents in the related Mortgage File, (B) all amounts payable pursuant to the Mortgage Loans or the Swap Agreement in accordance with the terms thereof and (C) any and all general intangibles, payment intangibles, accounts, chattel paper, instruments, documents, money, deposit accounts, certificates of deposit, goods, letters of credit, advices of credit and investment property and other property of whatever kind or description now existing or hereafter acquired consisting of, arising from



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or relating to any of the foregoing, and all proceeds of the conversion, voluntary or involuntary, of the foregoing into cash, instruments, securities or other property, including without limitation all amounts from time to time held or invested in the Certificate Account or the Custodial Account, whether in the form of cash, instruments, securities or other property and (2) an assignment by the Depositor to the Trustee of any security interest in any and all of Residential Funding's right (including the power to convey title thereto), title and interest, whether now owned or hereafter acquired, in and to the property described in the foregoing clauses (1)(A), (B) and (C) granted by Residential Funding to the Depositor pursuant to the Assignment Agreement; (c) the possession by the Trustee, the Custodian or any other agent of the Trustee of Mortgage Notes or such other items of property as they constitute instruments, money, payment intangibles, negotiable documents, goods, deposit accounts, letters of credit, advices of credit, investment property, certificated securities or chattel paper shall be deemed to be "possession by the secured party," or possession by a purchaser or a person designated by such secured party, for purposes of perfecting the security interest pursuant to the Uniform Commercial Code as in effect in the States of New York and Minnesota and any other applicable jurisdiction; and (d) notifications to persons holding such property, and acknowledgments, receipts or confirmations from persons holding such property, shall be deemed notifications to, or acknowledgments, receipts or confirmations from, securities intermediaries, bailees or agents of, or persons holding for, (as applicable) the Trustee for the purpose of perfecting such security interest under applicable law.

The Depositor and, at the Depositor's direction, Residential Funding and the Trustee shall, to the extent consistent with this Agreement, take such reasonable actions as may be necessary to ensure that, if this Agreement were deemed to create a security interest in the Mortgage Loans and the other property described above, such security interest would be deemed to be a perfected security interest of first priority under applicable law and will be maintained as such throughout the term of this Agreement. Without limiting the generality of the foregoing, the Depositor shall prepare and deliver to the Trustee not less than 15 days prior to any filing date and, the Trustee shall forward for filing, or shall cause to be forwarded for



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filing, at the expense of the Depositor, all filings necessary to maintain the effectiveness of any original filings necessary under the Uniform Commercial Code as in effect in any jurisdiction to perfect the Trustee's security interest in or lien on the Mortgage Loans, as evidenced by an Officers' Certificate of the Depositor, including without limitation (x) continuation statements, and (y) such other statements as may be occasioned by (1) any change of name of Residential Funding, the Depositor or the Trustee (such preparation and filing shall be at the expense of the Trustee, if occasioned by a change in the Trustee's name), (2) any change of location of the place of business or the chief executive office of Residential Funding or the Depositor or (3) any transfer of any interest of Residential Funding or the Depositor in any Mortgage Loan.

Section 3.15. Trustee to Cooperate; Release of Mortgage Files.

(a) Upon becoming aware of the payment in full of any Mortgage Loan, or upon the receipt by the Master Servicer of a notification that payment in full will be escrowed in a manner customary for such purposes, the Master Servicer shall immediately notify the Trustee (if it holds the related Mortgage File) or the Custodian by a certification of a Servicing Officer (which certification shall include a statement to the effect that all amounts received or to be received in connection with such payment which are required to be deposited in the Custodial Account pursuant to Section 3.07 have been or will be so deposited), substantially in one of the forms attached hereto as Exhibit H requesting delivery to it of the Mortgage File. Upon receipt of such certification and request, the Trustee shall promptly release, or cause the Custodian to release, the related Mortgage File to the Master Servicer. The Master Servicer is authorized to execute and deliver to the Mortgagor the request for reconveyance, deed of reconveyance or release or satisfaction of mortgage or such instrument releasing the lien of the Mortgage, together with the Mortgage Note with, as appropriate, written evidence of cancellation thereon and to cause the removal from the registration on the MERS(R) System of such Mortgage and to execute and deliver, on behalf of the Trustee and the Certificateholders or any of them, any



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and all instruments of satisfaction or cancellation or of partial or full re-lease, including any applicable UCC termination statements. No expenses incurred in connection with any instrument of satisfaction or deed of reconveyance shall be chargeable to the Custodial Account or the Certificate Account.

Auditor's Comments:

Upon extensive review, the Auditor has located several potential implications. They are as follows:

- Auditor has found that in order for all loans to reach the Real Estate Mortgage Investment Conduit (REMIC), the entire pool of loans has been subject to a minimum of four sales. These sales are detailed as follows: New Century Mortgage Corporation sold to Residential Funding, Residential Funding sold or transferred to Residential Asset Mortgage Products, Inc., Residential Asset Mortgage Products, INC. sold to U.S. Bank National Association, U.S. Bank National Association sold to RAMP Series 2006-NC3 Trust. However, upon a thorough title search, Auditor has located only one true assignment recorded. On 1/23/2007, Alfred Vandermade caused an assignment of Security Deed to be recorded, transferring all rights and title to Mortgage Electronic Registration Systems. None of the transfers from the other sellers from the Pooling and Servicing Agreements were recorded in chronological order of sale. This would cause the following: 1). A break in the chain of title, effectively clouding the title. There is no clear and concise way to determine who possesses the Promissory Note (Note) or the Security Instrument, thereby making it impossible to determine the rightful holder of the Note and who is truly secured by the Security Instrument, and 2). Such an act would implicate the entire value of the Trust because the Trust is not truly a REMIC if at least four arms length sales have not occurred (Internal Revenue Code §860D). According to the Fulton County, Georgia Superior Court Records, the following Assignments are not recorded:

- A). MERS to Residential Funding in 2006
- B). Residential Funding to Residential Asset Mortgage Products, Inc. in 2006
- C). Residential Asset Mortgage Products, Inc. to U.S. Bank National Association in 2006
- D). U.S. Bank National Association to RAMP Series 2006-NC3 Trust.

If these assignments are not recorded, the chain of title is broken completely.



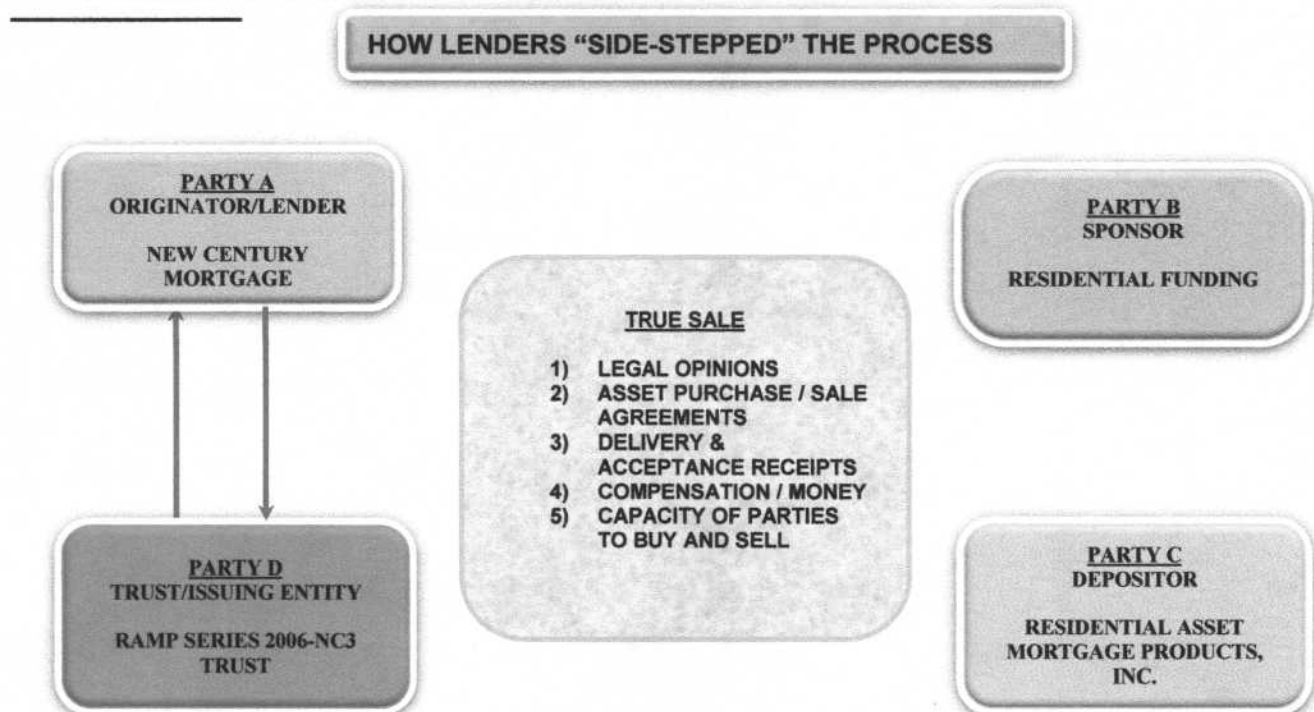
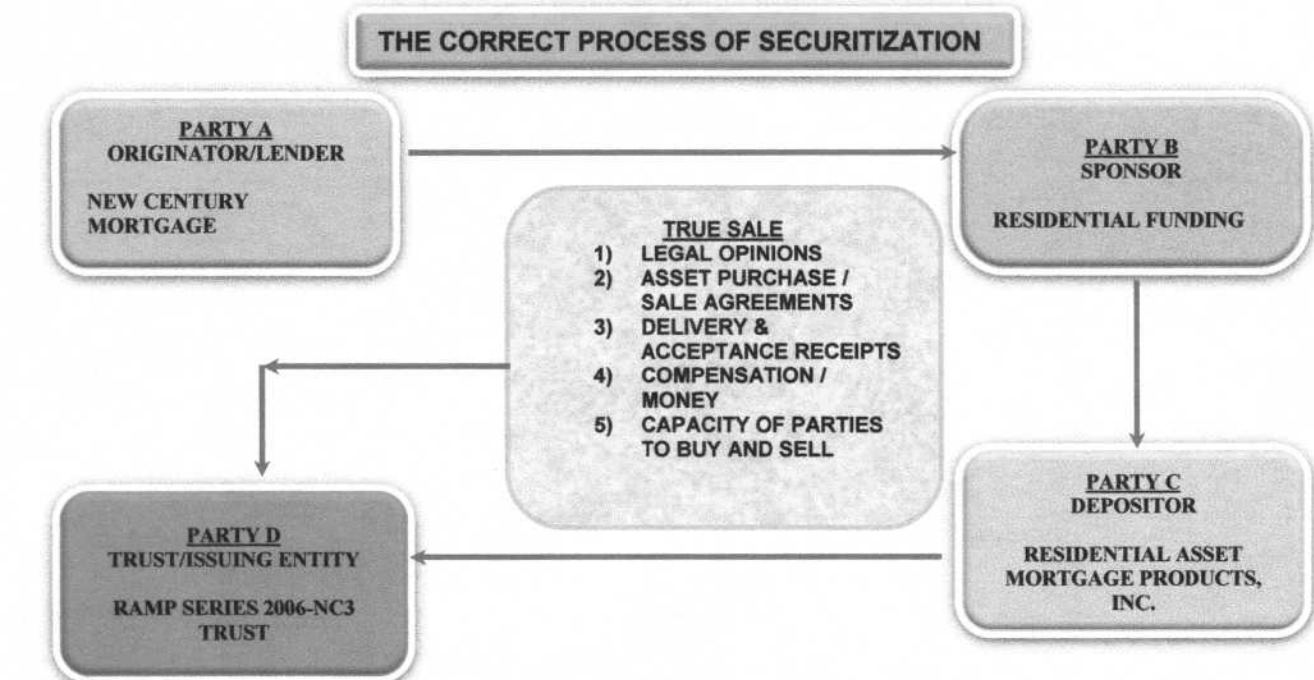
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- Auditor has found that according to the Pooling and Servicing Agreement (PSA), all of the Promissory Notes have been allegedly transferred into the REMIC by the Closing Date, March 28, 2006. Upon being transferred, said Notes were to then converted into Stock Certificates. These Certificates are then sold to investors and hold the same collection value as the Original Note. If the Note and the Certificates exist at the same time, the holders are being paid twice on the same transaction. This is what is otherwise known as "double dipping." This being the case, the Note cannot as must not be presented to the Borrower as it would show evidence of such behavior. Under indirect admission by the PSA, the Note no longer exists, and therefore cannot be presented as evidence of a debt. Auditor's opinion is that the Note should be presented as proof positive that the obligation still exists, thereby giving the right to the Borrowers to authenticate signatures and then cure the obligation. A Certificate is not acceptable, as this is not the instrument that the Borrowers signed in the initial transaction.
- Auditor has shown that the PSA states all mortgage related documents, including mortgage Notes, mortgages, document allonges, etc. have been delivered to the trustee, U.S. Bank, NA. If this is the case, the assignment dated January 23, 2007 cannot effectively be true and correct, as the final closing date where all documents must be received by the Trustee is March 28, 2006. If the assignment is in fact true, the REMIC could not have obtained the Mortgage, or the Mortgage Note. This would deem the trust to be in violation of the PSA and IRC 860. This would invalidate the trust and deem its REMIC status void.
- Auditor has located provision 3.15 of the PSA. According to this provision, if the Borrowers have escrowed the full amount due on the loan, all documentation, including the original Mortgage Note, Mortgage, and all applicable releases must be delivered to the Borrowers. Borrowers contend that all monies are available and ready for satisfaction of the loan. However, if the Mortgage Note is produced, it would invalidate the trust that is currently holding the Mortgage Backed Security (MBS) Under FASB 140, a Mortgage Note and a Security instrument that are deemed as the same debt cannot be collected upon from two different places simultaneously. This could be deemed as fraud upon the Borrowers. The Borrowers are not SEC accredited investors, nor have they signed or authorized any agreement for the Notes as created by the Borrowers to be converted to an MBS.
- Mortgage Electronic Registration Systems has alleged to be the current Mortgagee through transfer of the Security Instrument. However, the PSA has shown that all mortgage related instruments are no located with the U.S. Bank NA as of March 28, 2006. If this is the case, New Century could not have transferred any mortgage to MERS in 2007. If MERS currently owns the loan and the Mortgage, they have specified through their website that in order to substantiate the true holder of the Note, they must be contacted. This theory would support that they are NOT the true owner of NOTE or the mortgage.



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SECURITIZATION STRUCTURE





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SECTION 3: FORECLOSURE

Chain of Title and Chain of Note

Recorded Events on the Loan Including Foreclosure Issues and Securitization

Recorded Chain of Deed Possession		Chain of Note Possession	
Date	Original Security Deed	Date	Note Holder
DATE Instrument # 2006-0019680 Official Records, FULTON County GEORGIA	MIKE & CYNTHIA FARR (Borrowers) NEW CENTURY (Lender) MIN: N/A	ORIGINAL LOAN DATE 1/23/2006	NEW CENTURY Lender Principal Amount: \$999,000.00 MIN LOAN # 1005725067
DATE Instrument # N/A Official Records, FULTON County GEORGIA	Notice of Default	N/A	N/A
DATE Instrument # 2007-0025111 Official Records, FULTON County GEORGIA	Assignment of Security Deed	1/23/2007	<u>MORTGAGE</u> <u>ELECTRONIC</u> <u>REGISTRATION</u> <u>SYSTEMS</u>



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REPORT SUMMARY

Security Deed:

- On 1/23/2006, Debtors Michael & Cynthia Farr executed a negotiable promissory note and a security interest in the form of a Security Deed in the amount of \$ 999,000.00. This document was filed as document number 2006-0019680 in the Official Records Fulton County, GA. The *original lender of the promissory note is New Century Mortgage.*

Assignment of Security Deed:

- An Assignment of Security Deed was filed as document number 2007-0025111 in the Official Records, Fulton County, GA on 1/23/2007. This document purports to be executed by New Century Mortgage to MERS

MERS:

- The Corporate Assignment shows MIN 100269610104240171 and MERS SERVICER ID website <https://www.mers-servicerid.org/sis/search> indicates that GMAC Mortgage, LLC is the Servicer and the Investor is unidentified.
- The GEORGIA Secretary of State Business Entity websites shows that MERS has an ACTIVE status for agent of process.



Process Loans, Not Paperwork™

1 record matched your search:

Need help?

MIN: **1002696-1010424017-1**

Note Date: **01/03/2006**

MIN Status: **Inactive**

Servicer: [GMAC Mortgage, LLC](#)
Waterloo, IA

Phone: **(800) 766-4622**

If you are a borrower on this loan, you can [click here](#) to enter additional information and display the Investor name.



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Securitization:

- The NOTE was sold, transferred and securitized in the following chain: New Century Mortgage Corporation sold to Residential Funding, Residential Funding sold or transferred to Residential Asset Mortgage Products, Inc., Residential Asset Mortgage Products, INC. sold to U.S. Bank National Association, U.S. Bank National Association sold to RAMP Series 2006-NC3 Trust. The final transaction had a Closing Date of March 28, 2006.



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LOAN NUMBERZIP
CODETRUSTORIGINAL BALANCEBLOOMBERG SCREENSHOTS

GRAB		Mtge LFND							
Export		97 Feedback		Residential Loan Search					
Search By									
● Orig Loan Amount		Orig Date		ZIP		Found 1 loans			
● Loan Number		0010424017							
Loan	Issuer	Series	Group	Status	Orig Balance	Rate Type	Orig Date	Zip	
100) 0010424017	RAMP	2006-NC3	0	Delinq 30 Day	999,000	7.65 ARM	02/2006	30327	
Australia 61 2 9777 8600 Brazil 5511 3048 4500 Europe 44 20 7330 7500 Germany 49 69 9204 1210 Hong Kong 852 2977 6000 Japan 81 3 3201 8900 Singapore 65 6212 1000 U.S. 1 212 318 2000 Copyright 2012 Bloomberg Finance L.P. SN 581056 6457-2134-0 23-Jun-12 1:15:59 EDT GMT-4:00									

Auditor has located the Borrower's loan inside the REMIC Trust. While the loan number does not match the servicing number assigned by the current servicer, a five (5) point preliminary match system was used to identify the loan based upon the Promissory Note made by the Borrower and collected by the Originator. These matches included the original loan amount, zip code, rate, mortgage type, and the origination date.



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TRUST IDENTIFIEDCLASSESCLASSES/CUSSIPS/GROUPS = PAID AND INACTIVE

GRAB								Mtge	LFND
Security not found									
95 Options - RAMP 2006-NC3 RESIDENTIAL ASSET MORTGAGE PRODUCTS, INC.									
Template Classic								16 Classes	
CF	Class	Orig(000)	Curr(000)	Cpn	OWAL	Orig Mty	Cusip	Description	
1)	Pd A1	203,382	0	3.205	1.01	3/25/36	76112B4L1	FLT, AFC	
2)	+ A2	178,560	63,031	0.435	3.02	3/25/36	76112B4M9	STEP, FLT, AFC	
3)	+ A3	24,698	24,698	0.515	9.40	3/25/36	76112B4N7	STEP, FLT, AFC	
4)	+ M1	19,500	19,500	0.585	5.20	3/25/36	76112B4P2	MEZ, STEP, FLT, AFC	
5)	+ M2	17,680	17,680	0.605	5.06	3/25/36	76112B4Q0	MEZ, STEP, FLT, AFC	
6)	+ M3	10,140	7,600	0.625	4.98	3/25/36	76112B4R8	MEZ, STEP, FLT, AFC	
7)	Pd M4	9,360	0	0.717	4.93	3/25/36	76112B4S6	MEZ, STEP, FLT, AFC	
8)	Pd M5	8,580	0	0.736	4.87	3/25/36	76112B4T4	MEZ, STEP, FLT, AFC	
9)	Pd M6	8,320	0	0.781	4.82	3/25/36	76112B4U1	MEZ, STEP, FLT, AFC	
10)	Pd M7	7,800	0	1.296	4.77	3/25/36	76112B4V9	MEZ, STEP, FLT, AFC	
11)	Pd M8	6,500	0	1.464	4.70	3/25/36	76112B4W7	MEZ, STEP, FLT, AFC	
12)	Pd M9	5,200	0	2.488	4.63	3/25/36	76112B4X5	MEZ, STEP, FLT, AFC	
13)	Pd M10	5,200	0	2.974	4.53	3/25/36	76112B4Y3	MEZ, STEP, FLT, AFC	
14)	Pd SB	15,080	0	0.000	0.00	3/25/36	76112B4K3	SUB	
15)	R1	0	0	0.000	0.00	3/25/36	BCC0PGXC5	R	
16)	R2	0	0	0.000	0.00	3/25/36	BCC0PGXD3	R	

Auditor has identified all classes of the trust. This trust has 16 classes in which loans have been split into securities and divided down to produce cashflows for investors. 9 classes were paid in full having been active at one point. Loans that have been split into tranches (classes) are likely to have had part or all of the loan paid off. Due to the structure of the trust and the changing of a Mortgage Note to a Security, there is no way to determine how much, if any, has each individual loan been paid or if it has been paid in full without visibly seeing the Mortgage Back Security contracts. However, it is reasonable to infer that this loan has been split at least once, therefore there is no way to determine the true owner of the Note/Security.



LOAN LEVEL DATA

Borrower's loan is currently trading on the market. However, the last title search shows the Mortgage Electronic Registration Systems is currently the holder of the Security and the mortgage. If this fact were true, the trust would be subject to investigation and possible 100% taxation of the mortgage loan amount. According to the PSA, the security instrument and the Note are supposed to be with the Trustee. If this is the case, the assignment to MERS in the Fulton County Superior Court Records would be invalid.



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SECURITY BOND DESCRIPTION

GRAB		Mtge DES																																																																		
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Bloomberg		SECURITY DESCRIPTION																																																																		
65 66		Page 1 of 3																																																																		
RAMP 2006-NC3 A1		3.205% 3/25/36																																																																		
CUSTIP: 76112B4L1 Issuer: RESIDENTIAL ASSET MORTGAGE PRODUCTS, I.. 8 Pro 17 Docs																																																																				
Series 2006-NC3 Class A1 Col Mty 3/25/36																																																																				
5) HOME EQTY: FLT,AFC																																																																				
** PAID OFF **		ORIGINAL ISSUE																																																																		
Mar08	0	USD	203,382,000																																																																	
" Fact	.000000000	WAL	1Yr @ 4PPS																																																																	
Feb08 Cpn	3.205%	1st coupon	4.89063%																																																																	
Last Paymnt	3/25/08	1st paymnt	4/25/06																																																																	
Rcd date	3/24/08	1st settle	3/28/06																																																																	
Beg accrue	2/25/08	Dated date	3/28/06																																																																	
End accrue	3/24/08	px	3/20/06																																																																	
Last reset	2/25/08	1st reset	4/25/06																																																																	
Class/Deal Pct	0%	Class/Deal Pct	39%																																																																	
65) Personal Notes		14) Identifiers																																																																		
		RESB/C 5.882 S 277wam 6.33wac																																																																		
<table border="1"> <thead> <tr> <th></th> <th>Jun12</th> <th>May</th> <th>Apr</th> <th>Mar</th> <th>Feb</th> <th>Jan</th> <th>Dec11</th> <th>Nov</th> <th>Oct</th> <th>Sep</th> <th>Aug</th> <th>Jul11</th> </tr> </thead> <tbody> <tr> <td>PR</td> <td>12.7</td> <td>3.0</td> <td>21.3</td> <td>8.2</td> <td>6.7</td> <td>9.8</td> <td>11.9</td> <td>13.9</td> <td>15.9</td> <td>14.9</td> <td>11.1</td> <td>7.5</td> </tr> <tr> <td>PC</td> <td>33.0</td> <td>5.00</td> <td>59.0</td> <td>24.0</td> <td>17.0</td> <td>25.0</td> <td>32.0</td> <td>39.0</td> <td>45.0</td> <td>42.0</td> <td>30.0</td> <td>19.0</td> </tr> <tr> <td>ACT</td> <td>-</td> <td>-</td> <td>-</td> <td>-</td> <td>-</td> <td>-</td> <td>-</td> <td>-</td> <td>-</td> <td>-</td> <td>-</td> <td>-</td> </tr> <tr> <td>BN</td> <td>-</td> <td>-</td> <td>-</td> <td>-</td> <td>-</td> <td>-</td> <td>-</td> <td>-</td> <td>-</td> <td>-</td> <td>-</td> <td>-</td> </tr> </tbody> </table>					Jun12	May	Apr	Mar	Feb	Jan	Dec11	Nov	Oct	Sep	Aug	Jul11	PR	12.7	3.0	21.3	8.2	6.7	9.8	11.9	13.9	15.9	14.9	11.1	7.5	PC	33.0	5.00	59.0	24.0	17.0	25.0	32.0	39.0	45.0	42.0	30.0	19.0	ACT	-	-	-	-	-	-	-	-	-	-	-	-	BN	-	-	-	-	-	-	-	-	-	-	-	-
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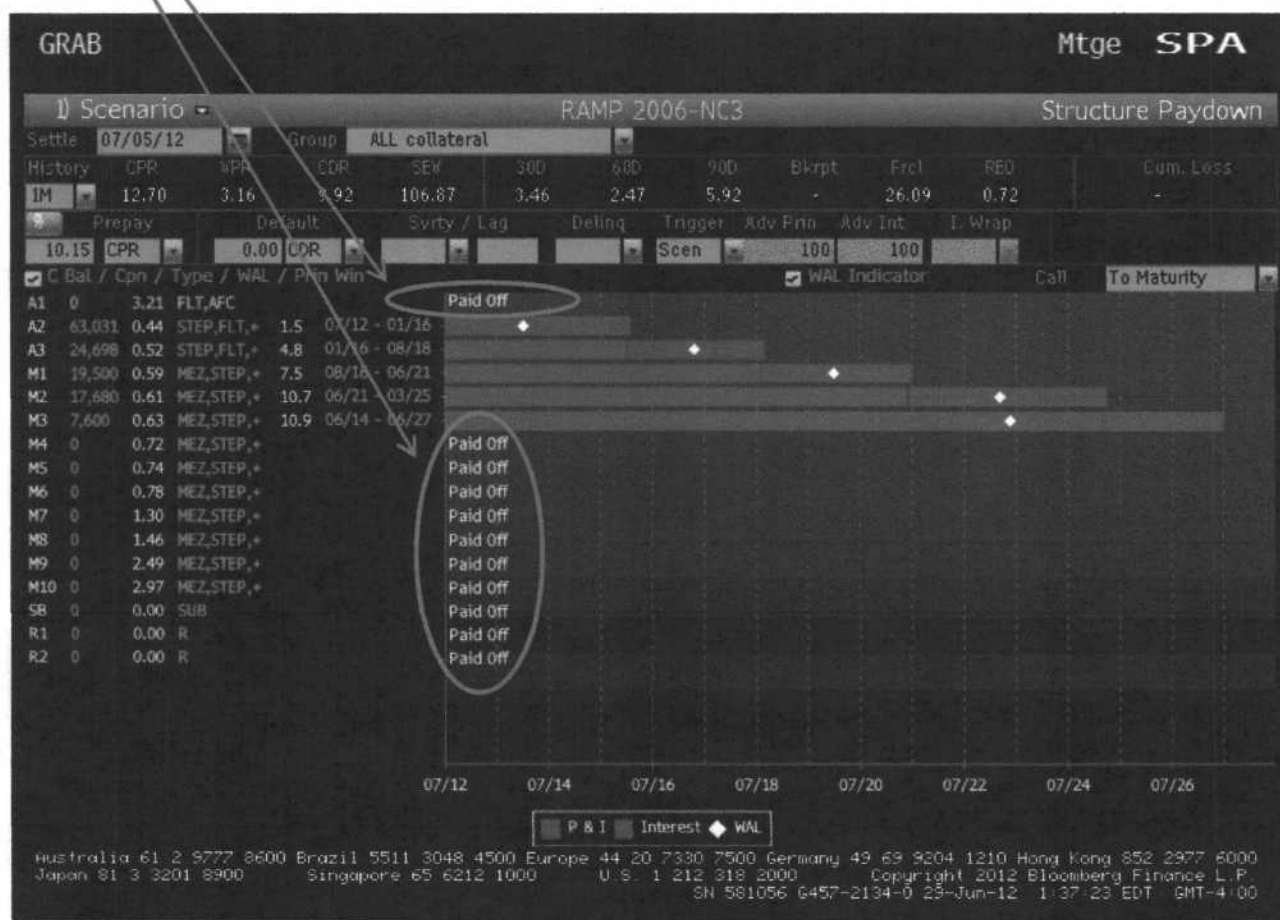
The Security Description shows one of the actual tranches as divided up by the trustee. This tranche has been paid in full due to the Credit Swaps being triggered. It is possible to infer that part, if not all of the borrower's loan has been paid off inside the tranche. There are a total of 9 tranches that have been paid in full. (See Below)



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PAID OFF TRANCHES

COLLATERAL STRUCTURE PAYDOWN



Inside the Structured Payout Screenshot, we have verified that 9 of the 12 tranches have been paid in full. When loans are converted into Securities, it is common for the securities to be split several times before being assigned to a tranche. With 9 of the tranches being paid in full, it can be reasonably deduced that part, if not all of the borrower's loan may have been paid off.



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CLEAN-UP DESCRIPTION

GRAB

Mtge **DES**

Bloomberg
REF

COMMENTS: RAMP 2006-NC3

Page 3 of 3

CO-LEAD: Deutsche Bank Securities

CALL FEATURE: 10% Deal Clean-Up.

ORIGINAL COLLATERAL CHARACTERISTICS:

TYPE: The trust will consist primarily of a pool of one-to four-family fixed-rate and adjustable-rate first and junior lien mortgage loans.

* Standard CPR/PSA cashflows assume CONSTANT ARM index: LIBOR06M = 0.44844

PPS	2	3	4	5	6
GRP 1... HEP%:	11.5	17.2	23.0	28.8	34.5
GRP 2... PPC%:	50.0	75.0	100.0	125.0	150.0

Class: A1

CREDIT ENHANCEMENT: Subordination; Spread Account; Over-Collateralization.

Australia 61 2 9777 8600 Brazil 5511 3048 4500 Europe 44 20 7330 7500 Germany 49 69 9204 1210 Hong Kong 852 2977 6000
Japan 81 3 3201 8900 Singapore 65 6212 1000 U.S. 1 212 318 2000 Copyright 2012 Bloomberg Finance L.P.
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Credit Enhancements have been assigned to each loan to protect the trust from default. Should the loan go into default, the CE would pay the loan in full. Again, this shows a distinct possibility that the loan has been paid in full.



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STRUCTURED FINANCE NOTES

GRAB		Mtge SFNS	
95 Documents ▾		Structured Finance Notes	
21 Related Parties		22 Trigger Details	
RAMP 2006-NC3			
Underwriter			
Lead Manager		GMAC RFC Securities	
Servicer		Trustee	
Master Residential Funding Corp		US Bank National Association	
		Paying Agent	
Originator/Seller		Asset Manager	
Deal%		Swap Counterparty	
<small> Australia 61 2 9277 8600 Brazil 5511 3048 4500 Europe 44 20 7330 7500 Germany 49 69 9204 1210 Hong Kong 852 2377 6000 Japan 81 3 3201 8900 Singapore 65 6212 1000 U.S. 1 212 318 2000 Copyright 2012 Bloomberg Finance L.P. SN 581056 6457-2134-0 25-Jun-12 1:39:38 EDT GMT-4:00 </small>			

Here we have identified the Trustee, Master Servicer, and Lead Manager. The Trustee is in charge of handling all operations of the trust, including handling all transactions, managing mortgage files, and the transfer of such to the appropriate party at the appropriate time.



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The MERS System

The creation of MERS changed the lending process. Instead of the lender being the Beneficiary on the Mortgage, MERS was now named as either the "Beneficiary" or the "Nominee for the Beneficiary" on the Mortgage. The concept was that with MERS assuming this role, there would be no need for Assignments of the Mortgage, since MERS would be given the "power of sale" through the Mortgage.

The naming of MERS as the Beneficiary meant that certain other procedures had to change. This was a result of the Note actually being made out to the lender, and not to MERS. Before explaining this change, it would be wise to explain the Securitization process.

As mentioned previously, Securitization and MERS required many changes in established practices. These practices were not and have not been codified, so they are major points of contention today.

One of the first issues to be addressed was how MERS might foreclose on a property. This was "solved" through an "unusual" practice.

MERS has only 44 employees. They are all "overhead", administrative or legal personnel. How could they handle the load of foreclosures, Assignments, etc to be expected of a company with their duties and obligations? When a lender, title company, foreclosure company or other firm signed up to become a member of MERS, one or more of their people were designated as "Corporate Officers" of MERS and given the title of either Assistant Secretary or Vice President. These personnel were not employed by MERS, nor received income from MERS. They were named "Officers" solely for the purpose of signing foreclosure and other legal documents in the name of MERS. (Apparently, there are some agreements which "authorize" these people to act in an Agency manner for MERS.)

This "solved" the issue of not having enough personnel to conduct necessary actions. It would be the Servicers, Trustees and Title Companies conducting the day-to-day operations needed for MERS to function.

As well, it was thought that this would provide MERS and their "Corporate Officers" with the "legal standing" to foreclose.

However, this brought up another issue that now needed addressing:

When a Note is transferred, it must be endorsed and signed, in the manner of a person signing his paycheck over to another party. Customary procedure was to endorse it as "Pay to the Order of" and the name of the party taking the Note and then signed by the endorsing party. With a new



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party holding the Note, there would now need to be an Assignment of the Debt. This could not work if MERS was to be the foreclosing party. The promissory note was made payable to NEW CENTURY MORTGAGE. No recorded document suggests that it has been indorsed to MERS or any other named entity.

Once a name is placed into the endorsement of the Note, then that person has the beneficial interest in the Note. Any attempt by MERS to foreclose in the MERS name would result in a challenge to the foreclosure since the Note was owned by "ABC" and MERS was the "Beneficiary". MERS would not have the legal standing to foreclose, since only the "person of interest" would have such authority. So, it was decided that the Note would be endorsed "in blank", which effectively made the Note a "Bearer Bond", and anyone holding the Note would have the "legal standing" to enforce the Note under Uniform Commercial Code. This would also suggest that Assignments would not be necessary.

MERS has recognized the Note Endorsement problem and on their website, stated that they could be the foreclosing party only if the Note was endorsed in blank. If it was endorsed to another party, then that party would be the foreclosing party.

The question now becomes as to whether a Note Endorsed in Blank and transferred to different entities as indicated previously does allow for foreclosure. If MERS is the foreclosing authority but has no entitlement to payment of the money, how could they foreclose? ***This is especially true if the true beneficiary is not known. Why raise the question of who the true beneficiary is? Again, from the MERS website.....***

Even worse, MERS admits that they are not the true beneficiary of the loan. In fact, it is likely that MERS has no knowledge of the true beneficiary of the loan for whom they are representing in an "Agency" relationship. They admit to this when they say **"Your title company or MERS officer can easily determine the true beneficiary."**

In MICHAEL L. MORGAN, v. OCWEN LOAN SERVICING, LLC, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., and MERSCORP, INC. **In re Agard, No. 810-77338, 2011 WL 499959, at *16 (E.D.N.Y. Feb. 10, 2011)** ("[W]ithout more, this Court finds that MERS's 'nominee' status and the rights bestowed upon MERS within the Mortgage itself, are insufficient to empower MERS to effectuate a valid assignment of mortgage.").

Here it is made clear that while MERS may have the ability to have some administrative powers as "nominee," MERS has **no interest in the loan, nor are they a beneficiary.** Therefore, they have no right to assign a loan or a security to anyone without authorization given to them by the original lender, nor can any officer of MERS do so with authorization from the MERS itself.



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To further reinforce that MERS is not the true beneficiary of the loan, one need only look at the following Bankruptcy case, Hawkins, Case No. BK-S-07-13593-LBR (Bankr.Nev. 3/31/2009) (Bankr.Nev., 2009) – “A **“beneficiary”** is defined as **“one designated to benefit from an appointment, disposition, or assignment . . . or to receive something as a result of a legal arrangement or instrument.”** BLACK’S LAW DICTIONARY 165 (8th ed. 2004). But it is obvious from the MERS’ “Terms and Conditions” that MERS is not a beneficiary as it has no rights whatsoever to any payments, to any servicing rights, or to any of the properties secured by the loans. To reverse an old adage, if it doesn’t walk like a duck, talk like a duck, and quack like a duck, then it’s not a duck.”

In the case of MERS, the Note and the Mortgage are held by separate entities. This can pose a unique problem dependent upon the court. There are many court rulings based upon the following:

“The Mortgage is a mere incident of the debt it secures and an assignment of the debt carries with it the security instrument. Therefore, a Mortgage is inseparable from the debt and always abides with the debt. It has no market or ascertainable value apart from the obligation it secures.

A Mortgage has no assignable quality independent of the debt, it may not be assigned or transferred apart from the debt, and an attempt to assign the Mortgage without a transfer of the debt is without effect.”

This very “simple” statement poses major issues. To easily understand, if the Mortgage and the Note are not together with the same entity, then there can be no enforcement of the Note. The Mortgage enforces the Note. It provides the capability for the lender to foreclose on a property. If the Mortgage is separate from the Note, then enforcement, i.e. foreclosure cannot occur. The following ruling summarizes this nicely.

In *Saxon vs Hillery, CA, Dec 2008, Contra Costa County Superior Court*, an action by Saxon to foreclose on a property by lawsuit was dismissed due to lack of legal standing. This was because the Note and the Mortgage were “owned” by separate entities. The Court ruled that when the Note and Mortgage were separated, the enforceability of the Note was negated until rejoined.

The mortgage securing the note, while naming NEW CENTURY MORTGAGE as “Lender,” separately names the Mortgage Electronic Registration Systems, Inc. (MERS) as the “Mortgagee.” The conveyance language granted the mortgage to MERS “solely as nominee for Lender and Lender’s successor’s and assigns.”



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NEW CENTURY MORTGAGE was a "correspondent lender" that originated mortgage loans which in turn, was sold and transferred into a "federally-approved securitization" trust named RAMP SERIES 2006-NC3 TRUST.

- The Note and Mortgage have taken two distinctly different paths. The Note was securitized into RAMP SERIES 2006-NC3 TRUST.
- The written agreement that created the RAMP SERIES 2006-NC3 TRUST is a "TRUST AGREEMENT" (hereafter "TA"), and is a matter of public record, available on the website of the Securities Exchange Commission. The TA is also described in a "Prospectus Supplement," also available on the SEC website. The TA by its terms set a "CLOSING DATE" of ON OR ABOUT MARCH 28, 2006. The promissory note in this case became trust property in compliance with the requirement set forth in the TRUST AGREEMENT. The TA is filed under oath with the Securities and Exchange Commission. The acquisition of the assets of the subject Trust and the AGREEMENT are governed under the law.

In view of the foregoing, the Assignment of Security Deed executed after the Trust's Closing Date would be a void act for the reason that it violated the express terms of the Trust instrument.

- The loan was originally made to NEW CENTURY MORTGAGE BANK and was sold and transferred to RAMP SERIES 2006-NC3 TRUST. There are no record of assignments to either the Sponsor, Depositor, or the Trustee as required by the TA.

In Carpenter v. Longan 16 Wall. 271,83 U.S. 271, 274, 21 L.Ed. 313 (1872), the U.S. Supreme Court stated "The note and mortgage are inseparable; the former as essential, the latter as an incident. As assignment of the note carries the mortgage with it, while assignment of the latter alone is a nullity."

An obligation can exist with or without security. With no security, the obligation is unsecured but still valid. A security interest, however, cannot exist without an underlying existing obligation. It is impossible to define security apart from its relationship to the promise or obligation it secures. The obligation and the security are commonly drafted as separate documents, typically a promissory note and a Security Deed/mortgage. If the creditor transfers the note but not the Security Deed/mortgage, the transferee receives a secured note; the security follow the note, legally if not physically. If the transferee is given the Security Deed without the note accompanying it, the transferee has no meaningful rights except the possibility of legal action to compel the transferor to



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transfer the note as well, if such was the agreement, (Kelley v. Upshaw 91952) 39 C.2d 179,246 P.2d 23; Polhemus v. Tranier (1866) 30C 685)

"Where the mortgagee has "transferred" only the mortgage, the transaction is a nullity and his "assignee" having received no interest in the underlying debt or obligation, has a worthless piece of paper (4 Richard R. Powell), Powell on Real Property, § 37.27 [2] (2000)

By statute, assignment of the mortgage carries with it the assignment of the debt... Indeed, in the event that a mortgage loan somehow separates interest of the note and the Security Deed/mortgage, with the Security Deed/mortgage lying with some independent entity, the mortgage may become unenforceable. *The practical effect of splitting the Security Deed/mortgage from the promissory note is to make it impossible for the holder for the note to foreclose*, unless the holder of the Security Deed/mortgage is the agent of the holder of the note. Without the agency relationship, the person holding only the note lacks the power to foreclose in the event of default. The person holding only the Security Deed/mortgage will never experience default because only the holder of the note is entitled to payment of the underlying obligation. *The mortgage loan becomes ineffectual when the note holder did not also hold the Security Deed/mortgage.*"

Finally, in **REESE et al. v. PROVIDENT FUNDING ASSOCIATES, LLP.A12A0619.**
– July 12, 2012:

The Georgia Court of Appeals held that the name of the actual **owner of a mortgage must be present in foreclosure filings and notices sent to delinquent borrowers.**

State law was modified in 2008 to require that foreclosure notices and legal advertisements include the name and contact information of the mortgage owner and of organizations that could negotiate a modification, short sale or other relief on lender's behalf.

"A debtor has a right to know which entity has the authority to foreclose, and there should be no confusion about the identity of that entity. The practical ramifications are troubling if it were otherwise," the court majority agreed in its opinion.

It is clear here that the true creditor of Mr. and Ms. Farr's

This report was based exclusively on the documentation provided. It also required that we make reasonable assumptions respecting disclosures and certain loan terms that, if erroneous,



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may result in material differences between our findings and the loan's actual compliance with applicable regulatory requirements. While we believe that our assumptions provide a reasonable basis for the review results, we make no representations or warranties respecting the appropriateness of our assumptions, the completeness of the information considered, or the accuracy of the findings.

The contents of this report are being provided with the understanding that we are not providing legal advice, nor do we have any relationship, contractual or otherwise, with anyone other than the recipient. We do not, in providing this report, accept or assume responsibility for any other purpose.



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AFFIDAVIT

STATE OF GEORGIA

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COUNTY OF DEKALB

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I, Corey Davenport, am over the age of 21 years, and declares as follows, under penalty of perjury that the facts stated herein are true, correct and complete. The undersigned believes them to be true and admissible as evidence in a court of law, and if called upon as a witness, will testify as stated herein:

1. That I am a subscriber of the Bloomberg Professional Service. I have completed the required training and engaged in the continual education with Bloomberg and stay abreast with Bloomberg's latest progress and developments. I have the requisite knowledge and the trained command to navigate and perform effective searches on the Bloomberg terminal.
2. I am a Certified Mortgage Securitization Auditor and my qualifications, expertise and experience provide me with the background necessary to certify the audit services and to be qualified as an expert in this field. I have produced many Securitized Analysis Reports in residential real estate mortgage investigation.
3. The contents of this report are factual, but it is provided for information purposes only and is not to be construed as "legal advice."
4. On March 13, 2012, I researched the Bloomberg online Database at the request of Michael Farr, whose address is 3950 PARIAN RIDGE ROAD, ATLANTA, GA 30327
5. Based on the information I was provided by Michael and Cynthia Farr, Borrower(s), signed a Promissory Note in favor of NEW CENTURY MORTGAGE on or near 1/23/2006.
6. Loan was identified in RAMP SERIES 2006-NC3 TRUST with the Originator / Seller being NEW CENTURY MORTGAGE; RESIDENTIAL ASSET MORTGAGE PRODUCTS, INC., and the Trustee being U.S. BANK, N.A.
7. The basis of the identification of Loan in RAMP SERIES 2006-NC3 TRUST was based on the following factors/information from "RAMP SERIES 2006-NC3 TRUST - Loans" that corre-



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sponds exactly with Michael and Cynthia Farr's loan. Documents provided: **Original Amount:** \$999,000.00; **Location of Property:** Georgia; **Property Type:** Single Family Residence; **Zip Code:** 30327.

8. Borrower's Note was split-apart or fractionalized, as separate accounting entities and deposited separately into classes. Each class is insured up to 30 times the face value of each Note therein, which is permissible under the Federal Reserve System.

9. Pursuant to my research, I have found the Loan in sixteen (16) classes) of the RAMP SERIES 2006-NC3 TRUST. These classes represent the sections that RAMP SERIES 2006-NC3 TRUST is divided into. Individuals invest in these classes based on their desired maturities. The RAMP SERIES 2006-NC3 TRUST pays interest, usually monthly, to investors and principal payments are paid out in the order of the maturity.

10. Attached above are the classes RAMP SERIES 2006-NC3 TRUST has been divided into and their CUSIP number which is a nine (9) character alphanumeric code identifying any North American security for the purpose of facilitating clearing and settlement of trades.

11. There are a total of sixteen (16) classes of the RAMP SERIES 2006-NC3 TRUST.

12. The Loan is in the sixteen (16) classes. Approximately nine (9) classes out of the 16 have been paid.

13. Generally, if the Security Deed and the Note are not together with the same entity, there can be no legal enforcement of the Note. The Security Deed enforces the Note and provides the capability for the lender to foreclose on the property. Thus, if the Security Deed and the Note are separated, foreclosure legally cannot occur. The Note cannot be enforced by the Security Deed if each contains a different mortgagee/beneficiary; and, if the Security Deed is not itself a legally enforceable instrument, there can be no valid foreclosure on the homeowners' property.

14. No Entity can be a CREDITOR if they do not hold/own the asset in question (i.e. the NOTE and/or the property); a Mortgage Pass Through Trust (i.e. R.E.M.I.C., as defined in Title 26, Subtitle A, Chapter 1, Subchapter M, Part II §§ 850-862) cannot hold assets, for if they do, their tax exempt status is violated and the Trust itself is void *ab initio*. Therefore, either the Trust has either voided its intended Tax Free Status, or the asset is not in fact owned by it.

15. Since the loan was sold, pooled and turned into a security, the alleged holder can no longer claim that it is a real party of interest, as the original lender has been paid in full.

16. Further said, once the Note was converted into a stock, or stock equivalent, it is no longer a Note. If both the Note and the stock, or stock equivalent, exist at the same time, that is known as



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double dipping. Double dipping is a form of securities fraud.

17. Once a loan has been securitized, which the aforementioned loan had been many times, it forever loses its security component (i.e., the Security Deed), and the right to foreclose through the Deed of Trust is forever lost.

18. The Promissory Note has been converted into a stock as a permanent fixture. It is now a stock and governed as a stock under the rules and regulations of the SEC; hence, the requirement for the filings of the registration statements, pooling and servicing agreements, form 424B-5, etc. There is no evidence on Record to indicate that the Security Deed was ever transferred concurrently with the purported legal transfer of the Note, such that the Security Deed and Note has been irrevocably separated, thus making a nullity out of the purported security in a property, as claimed (Federal Rules of Evidence Rules 901 & 902).

Careful review and examination reveals that this was a securitized loan. The Assignment of Mortgage pretended to be an A to D transaction when in fact the foreclosing party was hiding the A to B, B to C, and C to D facts of true sales. They also hid the legal SEC filings, governing the transaction according to our findings. But to be controlled by those SEC filings, the true original loan Note and Mortgage had to be provided by the Document Custodian certified to have been in possession of them by the on or about MARCH 28, 2006. Because it was not, the claim of ownership by the Trust cannot be substantiated and the loan servicing rights not established at law by agreement. I supply this report as written testimony and am available for oral testimony.



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By: Corey Davenport

Certified Mortgage Securitization Auditor / Bloomberg Specialist

By Corey Davenport Executed on 9/28/12

State of GEORGIA

County of DEKALB

Subscribed and sworn to (or affirmed) before me, Eric Daniels, Notary
Public, on this 28th day of September, 2012 by
Corey Davenport who proved to me on the basis of satisfactory evidence to be
the person(s) who appeared before me.

WITNESS my hand and official seal.

A handwritten signature of Eric Daniels, the Notary Public.

Notary Public



ERIC DANIELS
NOTARY PUBLIC
FULTON COUNTY, GEORGIA
MY COMMISSION EXPIRES
AUGUST 11, 2014