

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK (MANHATTAN)

In Re:

GMAC MORTGAGE, LLC

Case No.: 1:12-BK-12032

ADVERSARY PROCEEDING

ADV. NO: \_\_\_\_\_

TODD A. WILLIAMS,

2563 ALEXANDER FARMS DRIVE

MARIETTA, GA 30064

Plaintiff,

-against-

GMAC MORTGAGE, LLC

AND

MECOMINGS FINANCIAL, LLC

AND

THE BANK OF NEW YORK MELLON TRUST COMPANY

N.A. f/k/a THE BANK OF NEW YORK TRUST

COMPANY N.A. SUCCESSOR FOR JP MORGAN CHASE

BANK, NA AS TRUSTEE FOR RAMP 2003-RS11

Defendant

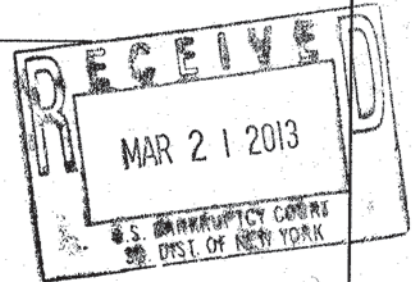
**COMPLAINT FOR WRONGFUL  
FORECLOSURE; TO DETERMINE THE  
NATURE, EXTENT AND VALIDITY OF  
LIEN AND DISALLOW SECURED  
CLAIM, TILA VIOLATION, FRAUD,  
LIBEL, QUIET TITLE, TRO,  
PRELIMINARY AND PERMANENT  
INJUNCTIONS FOR VIOLATION OF  
THE FAIR DEBT COLLECTION  
PRACTICES ACT**

JURY TRIAL DEMANDED

Plaintiff, Todd Williams, 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 him, 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

COMPLAINT TO DETERMINE THE NATURE, EXTENT AND VALIDITY OF LIEN AND DISALLOW SECURED CLAIM, THILA VIOLATION, FRAUD, LIBEL, QUIET TITLE, TRO, PRELIMINARY AND PERMANENT

INJUNCTIONS FOR VIOLATION OF THE FAIR DEBT COLLEC



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1 Commission ("SEC") and the State of New York and Georgia attacking the independence  
2 and accuracy of research reports issued by Defendant, as well as additional publicly  
3 available information the raise material issues of facts as to the true holder in due  
4 course or "creditor" of certain mortgage instruments that are publicly traded on the  
5 New York Stock Exchange as mortgage-backed securities on the one hand, while at the  
6 same time being available for collection and foreclosure by servicer(s) on the other.

7 Pursuant to 28 U.S.C. 1452(A) AND 1334(B), Rule 9027 of the Federal Rule of  
8 Bankruptcy Procedure, Rule 101(e) of the Local Civil Rules of the U.S. District Court  
9 for the Southern District of New York (the "District Court"), and Local Bankruptcy  
10 Rule 9027-1 of the U.S. Bankruptcy Court for the U.S. District of New York (the  
11 "Bankruptcy Court"), and without waiving any and all applicable defenses at law and in  
12 equity to the claim asserted in the United State Bankruptcy Court Atlanta Georgia  
13 Federal Action (as defined below), Plaintiff Todd Williams, hereby gives notice that  
14 he has joined the United States Bankruptcy for the Southern District of New York  
15 Court Action. In support thereof, Defendant states as follows:

16  
17 The complaint of Todd Williams, Creditor, respectfully alleges:

- 18 1. Plaintiff is the duly qualified and acting Creditor in this case.
- 19 2. The Debtor/Creditor filed a Petition for Chapter 13 Bankruptcy on 05/14/12.
- 20 3. Plaintiff files this action to for Wrongful Foreclosure, determine the nature,  
21 extent and priority of The Defendants' lien, if any, **fraudulent Assignment's** on  
22 the property of the Creditor, pursuant to Bankruptcy Rule 7001(2) and 11 U.S.C.  
23 §506.
- 24 4. The Debtor/Creditor have an interest in the real estate pursuant to 11  
25 U.S.C. §544 which is superior to that of any that may be held by Defendants.
- 26 5. Jurisdiction is predicated upon 28 U.S.C. §1334 and §157. This action is

27  
28 COMPLAINT TO DETERMINE THE NATURE, EXTENT AND VALIDITY OF LIEN AND DISALLOW SECURED  
CLAIM, THILA VIOLATION, FRAUD, LIBEL, QUIET TITLE, TRO, PRELIMINARY AND PERMANENT

1 a core proceeding under the provisions of 28 U.S.C. §157(b)(2)(k), 28 U.S.C.  
2 §157(b)(2)(O), and 28 U.S.C. §157(b)(2)(E). Venue lies in this District  
3 pursuant to 28 U.S.C.1409. **The alleged Assignment of October 28, 2009 is**  
4 **FRAUDULENT, and null and void.**

5 6. To the extent of any non-bankruptcy claims for relief, this matter is a  
6 noncore proceeding and the Plaintiff consents to the entry of a final order in  
7 this case by the Bankruptcy Judge.

8 7. Debtor/Creditor scheduled Defendant, GMAC Mortgage, as a secured creditor  
9 with a mortgage on real property located at 2563 Alexander Farms Drive  
10 Marietta, Georgia 30064.

11 8. On October 27, 2003, Todd Williams executed a Security Deed to Mortgage  
12 Electronic Registration Systems, Inc. as nominee for HOMECOMINGS FINANCIAL  
13 NETWORK, Inc. in the amount of \$225,000, and recorded in Deed Book 13892, Page  
14 4183, Cobb County, Georgia.

15 9. HOMECOMINGS FINANCIAL, LLC as Servicing Agent for JP Morgan Chase Bank, NA,  
16 filed a fraudulent proof of claim on December 18, 2006. The documents attached  
17 to the proof of claim include a deed of trust and note to Defendant Mortgage  
18 Electronic Registration Systems, Inc., with several endorsements on the note, a  
19 suspect assignment to GMAC.

20 10. Defendant, Mortgage Electronic Registration Systems, Inc. is listed as the  
21 nominee for Defendant, HOMECOMINGS FINANCIAL NETWORK, LLC, and its successors  
22 and assigns and is the beneficiary under the deed of trust referenced in  
23 paragraph

24 11. Upon investigation the Plaintiff has determined the lien on the property in  
25 question is backed by Defendant, GMAC MORTGAGE LLC.

26 12. Plaintiff Todd Williams never received NOTICE of the foreclosure nor did he  
27 receive notice under Georgia Law to accelerate the loan.

28 COMPLAINT TO DETERMINE THE NATURE, EXTENT AND VALIDITY OF LIEN AND DISALLOW SECURED  
CLAIM, THILA VIOLATION, FRAUD, LIBEL, QUIET TITLE, TRO, PRELIMINARY AND PERMANENT  
INJUNCTIONS FOR VIOLATION OF THE FAIR DEBT COLLECTION PRACTICES ACT - 3

1 13. Plaintiff sent numerous requests for validation and QWR to Defendant and they  
2 never validated the alleged debt.

3 14. Plaintiff was awaiting for a loan modification, when he learned that his home  
4 had been sold at auction.

5 15. The assignment to GMAC was executed by A. Torres, a MERS employee who signed  
6 the document as an officer of Defendant MERS. Prepared by attorney Jeffrey  
7 Stephan, it was executed on October 29, 2009, but purports to be effective as  
8 of July 9, 2009. Mr. Stephan's office has since closed due to allegations of  
9 foreclosure fraud and Mr. Stephan has been deposed in other lawsuits and  
10 admitted to signing approximately 10,000 documents a month which were often  
11 notarized a day later, failing to verify information contained in the documents  
12 he signed or even to review the documents, and other behaviors at odds with the  
13 legitimate execution of real estate security documents. The three endorsements  
14 on the note appear to have been executed by other people who have been  
15 identified in other cases around the country as people who signed documents  
16 indiscriminately with bizarre "limited signing authorities" associated with  
17 Defendant MERS.

18 16. In the event that the Defendants' lien is not perfected or could be avoided,  
19 Plaintiff believes that the residence is property of the bankruptcy estate, and  
20 is property which the Debtor/Creditor may use, sell or lease pursuant to 11  
21 U.S.C. §363. Accordingly, Plaintiff seeks entry of a Judgment that his interest  
22 in the property is superior to that of the Defendants pursuant to 11 U.S.C.  
23 §544.

24 17. Plaintiff further states that the Insurance purchase during closing paid off  
25 his alleged Mortgage Loan to GMAC and that based on information and belief, his  
26 debt is paid in full.

27 **FIRST CLAIM FOR RELIEF**

28 COMPLAINT TO DETERMINE THE NATURE, EXTENT AND VALIDITY OF LIEN AND DISALLOW SECURED  
CLAIM, THILA VIOLATION, FRAUD, LIBEL, QUIET TITLE, TRO, PRELIMINARY AND PERMANENT  
INJUNCTIONS FOR VIOLATION OF THE FAIR DEBT COLLECTION PRACTICES ACT - 4

1 [AS TO GMAC MORTGAGE LLC SUCCESSOR BY MERGER TO GMAC MORTGAGE CORPORATION AS  
2 SERVICER FOR THE BANK OF NEW YORK MELLON TRUST COMPANY, NATIONAL ASSOCIATION  
3 FKA THE BANK OF NEW YORK TRUST COMPANY, N.A. AS SUCCESSOR TO JP MORGAN CHASE  
4 BANK N.A., AS TRUSTEE FOR RAMP 2003-RS11, AND ALL PERSONS CLAIMING BY, THROUGH,  
5 OR UNDER SUCH PERSON, ALL PERSONS UNKNOWN, CLAIMING ANY LEGAL OR EQUITABLE  
6 RIGHT, TITLE, ESTATE, LIEN , OR INTEREST IN THE PROPERTY DESCRIBED IN THE  
7 COMPLAINT ADVERSE TO PLAINTIFFS' TITLE THERETO AND DOES 1-13][QUIET TITLE]

8  
9 18. Plaintiff re-alleges and incorporates the allegations contained In preceding  
10 Paragraphs, inclusive, as though set forth at length herein.

11 19. Plaintiff is the owner of the subject property now held by the Plaintiff's  
12 Estate.

13 20. The basis of Plaintiff's title is a deed granting the above-described property  
14 in fee simple to Plaintiff.

15 21. Plaintiff is informed and believes and on such information and belief alleges  
16 that Defendant McCurdy & Candler, LLC, GMAC MORTGAGE LLC AS SERVICER FOR THE  
17 BANK OF NEW YORK MELLON TRUST COMPANY, NATIONAL ASSOCIATION FKA THE BANK OF NEW  
18 YORK TRUST COMPANY, AS SUCCESSOR TO JP MORGAN CHASE BANK National Association  
19 and all persons claiming, by , through, or under such person, all persons  
20 unknown, claiming any legal or equitable right, title, estate, lien, or  
21 interest in the property described in the Complaint adverse to Plaintiff's  
22 title thereto, claim an interest adverse to Plaintiff in the above-described  
23 property as adverse interest the holder of a deed of trust against the subject  
24 property. Some of the Defendants including GMAC MORTGAGE LLC, MERS, GMAC  
25 MORTGAGE CORPORATION, THE BANK OF NEW YORK MELLON TRUST COMPANY AND JP MORGAN  
26 CHASE BANK National Association and unknown defendants, specifically those  
27 additionally designated as DOES 1-17, inclusive claim interests in the property  
28 adverse to Plaintiff as assignees and successors of Defendants.

WHEREFORE, Plaintiff is seeking to quiet title as of a date to be determined;  
for fees and costs of suit and incurred herein; and, for such other and further  
relief as the court deems just and proper.

COMPLAINT TO DETERMINE THE NATURE, EXTENT AND VALIDITY OF LIEN AND DISALLOW SECURED  
CLAIM, THILA VIOLATION, FRAUD, LIBEL, QUIET TITLE, TRO, PRELIMINARY AND PERMANENT

1 WHEREFORE, Plaintiff prays as follows:

- 2 A. Stop all Eviction Proceedings in Cobb County Magistrate Court under case title  
3 THE BANK OF NEW YORK MELLON TRUST vs. TODD WILLIAMS Case No. 13-E-03420 pending  
4 the outcome of this case.
- 5 B. Allow Defendant to continue with his Loan Modification that was promise to him  
6 but never executed by the Defendant.
- 7 C. That a summons issue and be served on the Defendants, together with a  
8 copy of this complaint, and that Defendants be required to answer within the  
9 time required by law.
- 10 D. That upon a hearing of this cause the Court determine the nature and  
11 extent of the liens and **fraudulent Assignments** of the Defendants.
- 12 E. That upon a finding that the lien of the Defendants in the property is not  
13 perfected, the Court issue an order finding the interest of the Plaintiff in  
14 the property to be superior to that of the Defendants, and allow him to sell  
15 the property and use the proceeds of the sale for the benefit of the his  
16 estate.
- 17 F. That Plaintiff be awarded his reasonable costs in pursuing this cause  
18 Pursuant to E.D. Bankr. LBR 300-1(b)(2).
- 19 G. That Plaintiff be awarded such further relief as may be warranted by the  
20 Premises.
- 21 H. Rescind the foreclosure sale of September 04<sup>th</sup> 2012, that was done without  
22 following Georgia Laws for Notice.

23 Dated this 03/06/2013

24   
25 TODD A. WILLIAMS

26 678-632-1316

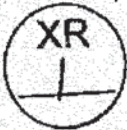
27  
28 COMPLAINT TO DETERMINE THE NATURE, EXTENT AND VALIDITY OF LIEN AND DISALLOW SECURED  
CLAIM, THILA VIOLATION, FRAUD, LIBEL, QUIET TITLE, TRO, PRELIMINARY AND PERMANENT  
INJUNCTIONS FOR VIOLATION OF THE FAIR DEBT COLLECTION PRACTICES ACT - 6

# **EXHIBIT "A"**

**ALLEGED FORECLOSURE DEED**

**OF**

**SEPTEMBER 04, 2012**



BR: 15001 PG: 5259-5280  
Filed and Recorded Nov-14-2012 12:57:33PM  
BOOK: D2012-116828  
Real Estate Transfer Tax \$0.00  
8332012021625

*Jay C. Stephenson*  
JAY C. STEPHENSON  
CLERK OF SUPERIOR COURT Cobb Cty. GA.

*Now*  
When Recorded, Return to:  
Mr. Anthony DeMarco/brown /CONV  
McCurdy & Candler, L.L.C.  
3525 Piedmont Road NE, Six Piedmont Center, Suite 700  
Atlanta, GA 30305

### FORECLOSURE DEED

GMAC Mortgage, LLC  
File No. 07-04238 /Todd Williams

### STATE OF Pennsylvania COUNTY OF Montgomery

THIS INDENTURE effective September 4, 2012, by and between Todd Williams, acting by and through his duly appointed agent and attorney-in-fact, The Bank of New York Mellon Trust Company, National Association fka The Bank of New York Trust Company, N.A. as successor to JPMorgan Chase Bank N.A., as Trustee for RAMP 2003-RS11, Party of the First Part, and The Bank of New York Mellon Trust Company, National Association fka The Bank of New York Trust Company, N.A. as successor to JPMorgan Chase Bank N.A., as Trustee for RAMP 2003-RS11 as Party of the Second Part,

WITNESSETH: That, whereas, heretofore on October 27, 2003, Todd Williams executed a certain Deed to Secure Debt to Mortgage Electronic Registration Systems, Inc. as nominee for Homecomings Financial Network, Inc., its successors and assigns, which is recorded in Deed Book 13892, Page 4183, Cobb County, Georgia records, *and lastly assigned to The Bank of New York Mellon Trust Company, National Association fka The Bank of New York Trust Company, N.A. as successor to JPMorgan Chase Bank N.A., as Trustee for RAMP 2003-RS11 by Assignment recorded in Deed Book 14736, Page 4073, Cobb County, Georgia records;* and which conveys the property hereinafter described to secure an indebtedness described therein, and

WHEREAS, said indebtedness was not paid in accordance with the terms of said Deed to Secure Debt and became in default and under the terms thereof the entire principal and interest was declared due and payable, and

WHEREAS, the said The Bank of New York Mellon Trust Company, National Association fka The Bank of New York Trust Company, N.A. as successor to JPMorgan Chase Bank N.A., as Trustee for RAMP 2003-RS11, as aforesaid, according to the terms of said Deed to Secure Debt did expose said property for sale to the highest and best bidder for cash on the first Tuesday in September, 2012, within the legal hours of sale before the Courthouse door in Cobb County, Georgia, after first advertising said sale by a notice published in Marietta Daily Journal once a week for four weeks immediately preceding said sale and complying with the terms of said Deed to Secure Debt and said advertising, and

Said property is conveyed subject to a right of redemption by the Internal Revenue Service for Federal Tax Lien recorded in Lien Book 1, Page 1549, Cobb County, Georgia Records, and Lien Book 4, Page 2352, aforesaid records, and Lien Book 56, Page 5158 for 120 days from September 4, 2012, as shown on Exhibit "A" attached hereto and incorporated herein by this reference.

# **EXHIBIT "B"**

## **COBB COUNTY STATE COURT ACTION**

THE BANK OF NEW YORK MELLON TRUST COMPANY NATIONAL ASSOCIATI

Plaintiff,

Vs

Civil Action Number 13-E-03420

TODD WILLIAMS  
AND ALL OTHERS  
Defendant.

**DISPOSSESSORY ANSWER**

Comes now the defendant in the above styled case and files this his/her answer and shows to the court the following:

- (1)        I deny the Plaintiff's claim.  
(2)        I admit the Plaintiff's claim.  
(3)        Plaintiff's claim is denied and the defendant files this his/her counterclaim as follows:

WHEREFORE, defendant having fully answered prays that he/she be discharged and that the costs of this action be placed upon the plaintiff.

\_\_\_\_\_  
Defendant

Sworn to and subscribed before me this  
the 04 day of, MARCH, 2013.

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, Zip

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Clerk, Deputy Clerk  
or Notary Public

**NOTICE OF HEARING**

**YOU ARE HEREBY NOTIFIED TO RETURN TO THE MAGISTRATE COURT FOR A HEARING ON THE 22 DAY OF MARCH, 2013 AT 09:00 AM COURTROOM R, 2ND FLOOR, SUPERIOR COURT SOUTH, PUBLIC SAFETY BUILDING.**

**LANDLORDS: YOUR CASE WILL BE DISMISSED WITHOUT PREJUDICE FOR FAILURE TO PROPERLY CHECK IN AND APPEAR BY THE CALL OF THE CALENDAR AT 09:00 AM.**

Receipt acknowledged this 04 day of MARCH, 2013.

June [Signature]  
Signature of Defendant

I have this 4th day of March, 2013, served the plaintiff/plaintiff's attorney with a copy of said answer and notice of hearing.

**CERTIFICATE OF SERVICE**

[Signature]  
Deputy Clerk

COBB COUNTY, GA  
FILED IN OFFICE  
2013 MAR -4 PM 1:18  
J. [Signature]  
CLERK MAGISTRATE COURT

IN THE MAGISTRATE COURT OF COBB COUNTY  
STATE OF GEORGIA

Case No.: 13-E-03420

THE BANK OF NEW YORK MELLON  
TRUST COMPANY NATIONAL  
ASSOCIATION f/k/a THE BANK OF  
NEW YORK TRUST COMPANY N.A.  
SUCCESSOR TO JP MORGAN CHASE  
BANK N.A. AS TRUSTEE FOR RAMP  
2003-RS11, ISACA

Plaintiff,

vs.

TODD WILLIAMS,  
2563 ALEXANDER FARMS ROAD SW  
MARIETTA, GA 30064

Defendant

AND

TODD WILLIAMS,  
2563 ALEXANDER FARMS ROAD SW  
MARIETTA, GA 30064

**COUNTERCLAIM-PLAINTIFF**

TODD WILLIAMS,  
2563 ALEXANDER FARMS ROAD SW  
MARIETTA, GA 30064

**THIRD PARTY PLAINTIFF**

VS.

GMAC MORTGAGE LLC AS SERVICER  
FOR THE BANK OF NEW YORK MELLON

COBB COUNTY, GA  
FILED IN OFFICE  
2013 MAR -4 PM 1:16  
Jannice Phillips  
CLERK MAGISTRATE COURT

DEFENDANT ANSWER, AFFIRMATIVE DEFENSES, AND COUNTERCLAIM-PLAINTIFF'S COUNTERCLAIMS TO  
PLAINTIFF'S COMPLAINT

1 TRUST CO, N.A fka THE BANK OF )  
2 NEW YORK TRUST CO, N.A AS )  
3 SUCCESSOR TO JPMORGAN CHASE )  
4 BANK N.A. AS TRUSTEE FOR RAMP )  
5 2003-RS11 )  
6 AND )  
7 MORTGAGE ELECTRONIC )  
8 REGISTRATION SYSTEMS INC )  
9 AND )  
10 O'KELLEY & SOROHAN LLC )  
11 2170 SATELLITE BLVD SUITE 375 )  
12 DULUTH, GEORGIA 30097 )  
13 AND )  
14 CORY C. CLOSE )  
15 2170 SATELLITE BLVD SUITE 375 )  
16 DULUTH, GEORGIA 30097 )  
17 AND )  
18 AUSTIN BROKERS REAL ESTATE )  
19 1301 SHILOH ROAD NW, SUITE 340 )  
20 KENNESAW, GA 30144 )  
21 AND )  
22 HOMECOMINGS FINANCIAL, LLC as )  
23 SERVICING AGENT FOR JP MORGAN )  
24 CHASE BANK, NA )  
25 1270 NORTHLAND DRIVE, SUITE 200 )  
26 MENDOTA HEIGHTS, MN 55120 )  
27 AND )  
28 HOMECOMINGS FINANCIAL NETWORK, )

DEFENDANT ANSWER, AFFIRMATIVE DEFENSES, AND COUNTERCLAIM-PLAINTIFF'S COUNTERCLAIMS TO

1 INC )  
2 2101 REXFORD, SUITE 168W )  
3 CHARLOTTE, NC 28211 )  
4 AND )  
5 MCCURDY & CANDLER, LLC )  
6 3525 PIEDMONT ROAD, NE )  
7 SIX PIEDMONT CENTER, SUITE 700 )  
8 ATLANTA, GA 30305 )  
9 THIRD PARY DEFENDANTS

10  
11 **DEFENDANT'S ANSWER, AFFIRMATIVE DEFENSES, AND THIRD PARTY**  
12 **COMPLAINT AND COUNTERCLAIM-PLAINTIFFS' COUNTERCLAIMS**  
13 **TO PLAINTIFF'S COMPLAINT**

14 Defendant and Third Party Plaintiff Todd Williams  
15 ("Defendant/Counterclaim Plaintiff) submits the following  
16 Answer, Affirmative Defenses, and Counterclaims to Plaintiff The  
17 Bank of New York Mellon Trust Company N.A. f/k/a The Bank of New  
18 York Trust Company, N.A., as successor to JPMorgan Chase Bank  
19 N.A., as Trustee for Ramp 2003-RS 11, ISACA's (Bank of New York  
20 Mellon Trust") Complaint as follows:

- 21 1. Paragraph 1 of the Complaint is a narrative for which no  
22 answer is required. To the extent that an answer is  
23 required, denies the allegations of Paragraph 1 that he is  
24 in possession as tenant of premises at the address in Cobb  
25 County.  
26 2. Defendant is without knowledge or information sufficient to  
27 form a belief as to the truth of the allegations contained  
28

1 in paragraph two of the Plaintiff's complaint and hereby  
2 request that Plaintiff submit their Oath of Office.

3 3. The Complaint fails to state a claim upon which relief can  
4 be granted.

5 4. This Court lacks jurisdiction as Plaintiff is guilty of the  
6 Doctrine of Unclean Hands and is entitled to no relief  
7 whatsoever due to Plaintiff's agreement signed with the  
8 United States Government for fraud.

9 5. Defendant Denies the allegation contained in paragraph 3 of  
10 Plaintiff's Complaint

11 6. Defendant denies the allegation contained in paragraph five  
12 of Plaintiff's Complaint.

13 7. Defendant denies the allegation contained in paragraph six  
14 of Plaintiff's Complaint.

15 **AFFIRMATIVE DEFENSES**

16  
17 Defendant Todd Williams, for his affirmative defense states  
18 as follows:

19 8. The Complaint fails to state any claims upon which relief  
20 can be granted.

21 9. Plaintiff's claims are barred by the doctrine of unclean  
22 hands.

23 10. Plaintiff's claims are barred by the doctrine of Fair  
24 use.

25 11. Plaintiff's claims are barred by the doctrine of Real  
26 Party of interest and lack standing.

1 12. Plaintiff's claims are barred by the doctrine of  
2 NOTICE, were Plaintiff's failed to give proper notice of  
3 the alleged foreclosure.  
4

5 SECOND AFFIRMATIVE DEFENSES

6 SECURITIZATION CHAIN-OF-TITLE  
7

8 13. The note and mortgage had never been properly and  
9 timely transferred to the securitization trust per the  
10 method required by the pooling and servicing agreement  
11 (PSA) and were, therefore, not trust property, so the trust  
12 has no interest in the mortgage and therefore lacked  
13 standing to bring a foreclosure: "without proof that The  
14 Bank of New York Mellon Trust Company N.A. f/k/a The Bank  
15 of New York Trust Company, N.A. as Successor to JP Morgan  
16 Chase Bank N.A, as Trustee for RAMP 2003-RS11 was the owner  
17 of the Note, it has no standing and therefore this Court  
18 has no subject matter jurisdiction over the case."  
19

20 COUNTERCLAIMS

21 Defendant and Counterclaim-Plaintiff Todd Williams bring  
22 these Counterclaims against the Plaintiff The Bank of New  
23 York Mellon Trust Company N.A. f/k/a The Bank of New York  
24 Trust Company N.A. as Successor to JP Morgan Chase Bank  
25 N.A. as Trustee for RAMP 2003-RS11.

26 Despite having been put on express notice by Defendant that  
27 its claims are baseless, Plaintiff and its agents continues  
28 to pursue its illegal action and demand for immediate  
injunctive relief and \$15,000 in damages.

1  
2 **THIRD PARTY COMPLAINT**

3 **FIRST COUNT**  
4

5 Defendant Todd Williams, by way of Third Party Complaint  
6 against Third Party Defendant

- 7 1. Third Party Plaintiff incorporates by reference all  
8 responses to the paragraphs of the Complaint as though set  
9 forth at length herein.
- 10 2. At all times relevant, GMAC Mortgage as Servicer for the  
11 Bank of New York Mellon Trust CO, N.A. f/k/a The Bank of New  
12 York Trust CO, N.A. As Successor to JPMorgan Chase Bank N.A.  
13 As Trustee for RAMP 2003-RS11, and Homecomings Financial,  
14 LLC as Servicing Agent for JP Morgan Chase Bank, NA was the  
15 servicer of Defendant Third Party Plaintiff's Mortgage.  
16 GMAC, and Homecomings Financial LLC failed to give timely  
17 notice of default and of the lender's intent to accelerate  
18 as required by the mortgage, note, and Georgia law.
- 19 3. Plaintiff lacks standing and has no legal capacity to sue  
20 because the assignment in which Plaintiff was assigned the  
21 first mortgage is invalid since there was an improper chain  
22 of assignments prior to the assignment involving Plaintiff.
- 23 4. Defendant Third Party Plaintiff's assignment of the subject  
24 mortgage and note to The Bank of New York Mellon Trust  
25 Company National Association f/k/a The Bank of New York  
26 Trust Company N.A. Successor to JP Morgan Chase Bank N.A. As  
27 Trustee for RAMP 2003-RS11 for Mortgage Electronic  
28 Registration Systems, as nominee for GMAC, in the instant

DEFENDANT ANSWER, AFFIRMATIVE DEFENSES, AND COUNTERCLAIM-PLAINTIFF'S COUNTERCLAIMS TO

1 foreclosure action is without legal authority. Therefore,  
2 Plaintiff The Bank of New York Mellon Trust Company N.A. can  
3 not be the holder of the subject mortgage and note when the  
4 action commenced. Thus, Plaintiff lacked standing to  
5 commence the instant foreclosure action.

6 5. At all times, the Defendants McCurdy & Candler, LLC, Robert  
7 Wilkinson, O'Kelley & Sorohan LLC, Cory C. Close and Austin  
8 Brokers Real Estate, had full knowledge of the existence of  
9 the fraudulent foreclosure, because the Note and Mortgage  
10 had never been properly and timely transferred to the  
11 securitization trust per the method required by the pooling  
12 and servicing agreement (PSA) and were, therefore, not The  
13 Bank of New York Mellon Trust Company N.A. property, so the  
14 Bank of New York Mellon Trust Company N.A. has no interest in  
15 the mortgage and therefore lacked standing to bring this  
16 illegal action.

17 6. Despite this knowledge, Defendant proceeded with the illegal  
18 foreclosure and eviction. Defendant Austin Brokers Real  
19 Estate continued to come to Third Party Plaintiff's home at  
20 all times of the day demanding him to move out with out  
21 proper authority to do so.

22 Wherefore, Defendant demands that this case be dismissed for  
23 lack of standing and sanction imposed against each  
24 defendant.

25 **REQUEST FOR STATEMENT OF DAMAGES AND PROOF OF CHAIN OF TITLE**

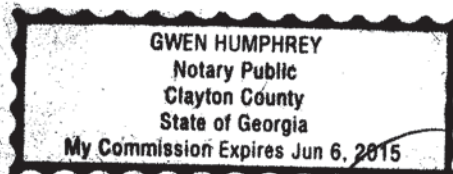
26  
27 PLEASE TAKE NOTICE that in accordance with this court Rule,  
28 the undersigned requests that within five(5) days of service

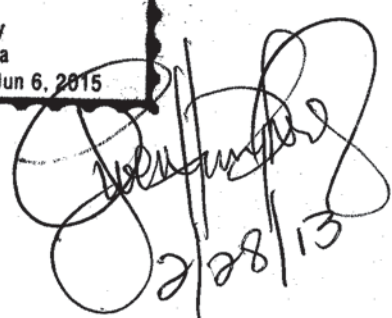
DEFENDANT ANSWER, AFFIRMATIVE DEFENSES, AND COUNTERCLAIM-PLAINTIFF'S COUNTERCLAIMS TO

1 hereof upon the Plaintiff, that Plaintiff serve a written  
2 statement of the amount of damages claimed in the above-  
3 entitled action and Proof of Chain of Title.

4  
5 Dated this 2/28/2013

6   
7 TODD A. WILLIAMS, PRO SE  
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2/28/13

# EXHIBIT "C"

## NOTICE OF LITIGATION HOLD

RECEIVED  
FILED

IN THE MAGISTRATE COURT OF COBB COUNTY  
STATE OF GEORGIA

In Ref,

) Case# \_13-E-03420

Bank of New York Mellon Trust Co. c/o

O'Kelley & Sorohan

2170 Satellite Blvd. Ste 375

Duluth GA 30097

Plaintiff

Vs.

Mr. Todd Williams

2563 Alexandria Farms,

Marietta GA 30063

Defendant

**DEBTOR'S NOTICE OF LITIGATION HOLD NOTIFICATION**

Alleged Loan No.

Property Address:

2563 Alexandria Farms, Marietta GA 30063

To Whom It May Concern:

This is a matter of utmost importance. Pursuant to Rule 34 of the  
Federal Rules of Civil Procedure, please be advised that the Law requires

**DEBTOR'S NOTICE OF LITIGATION HOLD NOTIFICATION**

1 your assistance with respect to preserving paper or electronic data,  
2 communication and or information in the possession, custody, or control of  
3 Bank of New York Mellon Trust Co. c/o O'Kelley & Sorohan - any agreement or  
4 documentation relevant to the above property.

5 The purpose of this request is to ensure that no evidence, or potential  
6 evidence, relating to the matters alleged in the anticipated lawsuit is lost,  
7 altered, or destroyed. The law requires that, once litigation is foreseeable  
8 all potential parties must maintain all and not destroy any potentially  
9 relevant documents, even if that means holding documents well beyond minimum  
10 periods set out by law or company record-retention policies. Destruction,  
11 loss, or significant alteration of evidence can cause a party to lose  
12 possible defenses, not to mention subject the party to civil and criminal  
13 penalties.

14 To assist you in satisfying your obligations, a copy of the  
15 Complaint filed in the above described litigation is enclosed. In connection  
16 with the litigation referred to above, the parties have a legal obligation to  
17 preserve relevant documents and data and we enlist your assistance in this  
18 regard. The law requires preservation of all documents and data relating to  
19 or concerning (1) any documents or data related to or concerning 2563  
20 Alexandria Farms, Marietta GA 30063, hereafter referred to as the property -  
21 including, without limitation, any communications between anyone presently or  
22 formerly employed or providing services for Bank of New York Mellon Trust Co.  
23 c/o O'Kelley & Sorohan or Lender's Servicer and/or any person or entity with  
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25 **DEBTOR'S NOTICE OF LITIGATION HOLD NOTIFICATION**

1 including drafts and revisions, but also all electronically stored  
2 information, including drafts and revisions, in its existing electronic  
3 format that relates or pertains to the claim/investigation described above.

4 In order to comply with this request, you should immediately suspend  
5 deletion, overwriting, or any other possible destruction of relevant  
6 documents and data, including your current document destruction policy and/or  
7 automatic deletion function on your computer or other electronic device. If  
8 you do not know if any such processes are in place with respect to electronic  
9 media in your network or other electronic system, you should immediately  
10 contact your IT Department to determine whether any are in place. If you do  
11 not know how to suspend such processes, you should immediately contact your  
12 IT Department and ask them how.

13 You should also immediately archive and preserve any and all emails  
14 related to the matters set forth above. In any event, you should immediately  
15 consult with your IT Department regarding how to best preserve the  
16 electronically stored information. Electronically stored data is an important  
17 and irreplaceable source of discovery and/or evidence in this matter. You  
18 must take every reasonable step to preserve this information until further  
19 notice from the homeowner/litigant, Mr. Todd Williams or my agent. Failure  
20 to do so could result in severe litigation penalties against Wells Fargo NA  
21 co American Servicing Company.

22 I am confident that Bank of New York Mellon Trust Co. and O'Kelley &  
23 Sorohan and its servicer/agent has already taken steps to preserve this data  
24

25 **DEBTOR'S NOTICE OF LITIGATION HOLD NOTIFICATION**

1 since it had an obligation to preserve relevant evidence. Thus, no  
2 procedures should have been implemented to alter any active, deleted or  
3 fragmented data. Moreover, no electronic data should have been disposed of  
4 or destroyed.

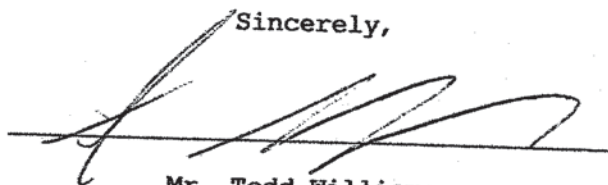
5 We further trust that you and your agents will continue to preserve such  
6 electronic data and paper files throughout this litigation. You will be  
7 contacted by my representative's office in the near future for an update on  
8 your preservation efforts and to answer any questions you may have. In the  
9 interim, if this correspondence is unclear in any respect, please contact  
10 me.

11 Your timely written confirmation of receipt of this notification  
12 should be sent to the following address providing me with a contact  
13 name to further discuss this Litigation Hold:

14 Attn: Mr. Timothy Williams, 2563 Alexandria Farms, Marietta GA 30063

15 Or Via Fax: 678-609-4711

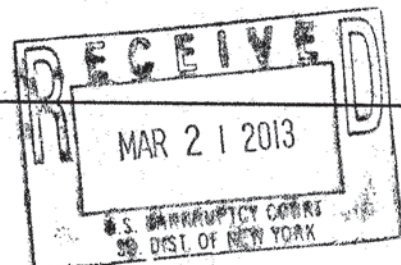
16  
17 Sincerely,

18   
19  
20 Mr. Todd Williams

21  
22 cc: A. Johnson & Associates LLC, E-Discovery Consultant  
23  
24  
25

**DEBTOR'S NOTICE OF LITIGATION HOLD NOTIFICATION**

<b>ADVERSARY PROCEEDING COVER SHEET</b> (Instructions on Reverse)		<b>ADVERSARY PROCEEDING NUMBER</b> (Court Use Only)
<b>PLAINTIFFS</b> TODD WILLIAMS	<b>DEFENDANTS</b> GMAC MORTGAGE LLC	
<b>ATTORNEYS</b> (Firm Name, Address, and Telephone No.)	<b>ATTORNEYS</b> (If Known) LARREN M. NASHESKY 1290 AVE OF THE AMERICUS NEW YORK, NEW YORK 10014	
<b>PARTY</b> (Check One Box Only) <input type="checkbox"/> Debtor <input type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input checked="" type="checkbox"/> Creditor <input type="checkbox"/> Other <input type="checkbox"/> Trustee	<b>PARTY</b> (Check One Box Only) <input checked="" type="checkbox"/> Debtor <input type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input type="checkbox"/> Creditor <input type="checkbox"/> Other <input type="checkbox"/> Trustee	
<b>CAUSE OF ACTION</b> (WRITE A BRIEF STATEMENT OF CAUSE OF ACTION, INCLUDING ALL U.S. STATUTES INVOLVED) WRONGFUL FORECLOSURE, VIOLATION OF THE FAIR DEBT PROTECTION ACT; FRAUD; FAILURE TO GIVE PROPER NOTICE OF FORECLOSURE		
<b>NATURE OF SUIT</b> (Number up to five (5) boxes starting with lead cause of action as 1, first alternative cause as 2, second alternative cause as 3, etc.)		
<div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> <p><b>FRBP 7001(1) – Recovery of Money/Property</b></p> <input type="checkbox"/> 11-Recovery of money/property - §542 turnover of property  <input type="checkbox"/> 12-Recovery of money/property - §547 preference  <input checked="" type="checkbox"/> 13-Recovery of money/property - §548 fraudulent transfer  <input type="checkbox"/> 14-Recovery of money/property - other           </div> <div style="width: 48%;"> <p><b>FRBP 7001(6) – Dischargeability (continued)</b></p> <input type="checkbox"/> 61-Dischargeability - §523(a)(5), domestic support  <input type="checkbox"/> 68-Dischargeability - §523(a)(6), willful and malicious injury  <input type="checkbox"/> 63-Dischargeability - §523(a)(8), student loan  <input type="checkbox"/> 64-Dischargeability - §523(a)(15), divorce or separation obligation (other than domestic support)  <input type="checkbox"/> 65-Dischargeability - other           </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 48%;"> <p><b>FRBP 7001(2) – Validity, Priority or Extent of Lien</b></p> <input type="checkbox"/> 21-Validity, priority or extent of lien or other interest in property</div> <div style="width: 48%;"> <p><b>FRBP 7001(7) – Injunctive Relief</b></p> <input type="checkbox"/> 71-Injunctive relief – reinstatement of stay  <input type="checkbox"/> 72-Injunctive relief – other           </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 48%;"> <p><b>FRBP 7001(3) – Approval of Sale of Property</b></p> <input type="checkbox"/> 31-Approval of sale of property of estate and of a co-owner - §363(h)</div> <div style="width: 48%;"> <p><b>FRBP 7001(8) Subordination of Claim or Interest</b></p> <input type="checkbox"/> 81-Subordination of claim or interest           </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 48%;"> <p><b>FRBP 7001(4) – Objection/Revocation of Discharge</b></p> <input type="checkbox"/> 41-Objection / revocation of discharge - §727(c),(d),(e)</div> <div style="width: 48%;"> <p><b>FRBP 7001(9) Declaratory Judgment</b></p> <input type="checkbox"/> 91-Declaratory judgment           </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 48%;"> <p><b>FRBP 7001(5) – Revocation of Confirmation</b></p> <input type="checkbox"/> 51-Revocation of confirmation</div> <div style="width: 48%;"> <p><b>FRBP 7001(10) Determination of Removed Action</b></p> <input type="checkbox"/> 01-Determination of removed claim or cause           </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 48%;"> <p><b>FRBP 7001(6) – Dischargeability</b></p> <input type="checkbox"/> 66-Dischargeability - §523(a)(1),(14),(14A) priority tax claims  <input type="checkbox"/> 62-Dischargeability - §523(a)(2), false pretenses, false representation, actual fraud  <input type="checkbox"/> 67-Dischargeability - §523(a)(4), fraud as fiduciary, embezzlement, larceny  <p style="text-align: center;">(continued next column)</p> </div> <div style="width: 48%;"> <p><b>Other</b></p> <input type="checkbox"/> SS-SIPA Case – 15 U.S.C. §§78aaa <i>et seq.</i>  <input type="checkbox"/> 02-Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case)           </div> </div>		
<input type="checkbox"/> Check if this case involves a substantive issue of state law	<input type="checkbox"/> Check if this is asserted to be a class action under FRCP 23	
<input type="checkbox"/> Check if a jury trial is demanded in complaint	Demand \$ 20,000,000.00	
Other Relief Sought RESIND THE FRAUDULENT FORECLOSURE; REMODIF LOAN AS PROMISE		



BANKRUPTCY CASE IN WHICH THIS ADVERSARY PROCEEDING ARISES		
NAME OF DEBTOR GMAC MORTGAGE LLC		BANKRUPTCY CASE NO. 12-12032
DISTRICT IN WHICH CASE IS PENDING SOUTHERN DISTRICT OF NEW YORK	DIVISIONAL OFFICE	NAME OF JUDGE GLENN
RELATED ADVERSARY PROCEEDING (IF ANY)		
PLAINTIFF	DEFENDANT	ADVERSARY PROCEEDING NO.
DISTRICT IN WHICH ADVERSARY IS PENDING	DIVISIONAL OFFICE	NAME OF JUDGE
SIGNATURE OF ATTORNEY (OR PLAINTIFF)		
DATE March 05, 2013	PRINT NAME OF ATTORNEY (OR PLAINTIFF) Tina [Signature] 678-632 1316	

## INSTRUCTIONS

The filing of a bankruptcy case creates an "estate" under the jurisdiction of the bankruptcy court which consists of all of the property of the debtor, wherever that property is located. Because the bankruptcy estate is so extensive and the jurisdiction of the court so broad, there may be lawsuits over the property or property rights of the estate. There also may be lawsuits concerning the debtor's discharge. If such a lawsuit is filed in a bankruptcy court, it is called an adversary proceeding.

A party filing an adversary proceeding must also must complete and file Form 104, the Adversary Proceeding Cover Sheet, if it is required by the court. In some courts, the cover sheet is not required when the adversary proceeding is filed electronically through the court's Case Management/Electronic Case Files (CM/ECF) system. (CM/ECF captures the information on Form 104 as part of the filing process.) When completed, the cover sheet summarizes basic information on the adversary proceeding. The clerk of court needs the information to process the adversary proceeding and prepare required statistical reports on court activity.

The cover sheet and the information contained on it do not replace or supplement the filing and service of pleadings or other papers as required by law, the Bankruptcy Rules, or the local rules of court. The cover sheet, which is largely self-explanatory, must be completed by the plaintiff's attorney (or by the plaintiff if the plaintiff is not represented by an attorney). A separate cover sheet must be submitted to the clerk for each complaint filed.

**Plaintiffs and Defendants.** Give the names of the plaintiffs and the defendants exactly as they appear on the complaint.

**Attorneys.** Give the names and addresses of the attorneys, if known.

**Party.** Check the most appropriate box in the first column for the plaintiffs and in the second column for the defendants.

**Demand.** Enter the dollar amount being demanded in the complaint.

**Signature.** This cover sheet must be signed by the attorney of record in the box on the second page of the form. If the plaintiff is represented by a law firm, a member of the firm must sign. If the plaintiff is pro se, that is, not represented by an attorney, the plaintiff must sign.