

Hearing Date and Time: July 13, 2016 at 10:00 a.m. (Prevailing Eastern Time)
Response Date and Time: June 13, 2016 at 4:00 p.m. (Prevailing Eastern Time)

MORRISON & FOERSTER LLP
250 West 55th Street
New York, New York 10019
Telephone: (212) 468-8000
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Norman S. Rosenbaum
Jordan A. Wishnew
Jessica J. Arett

Counsel for the ResCap Liquidating Trust

**UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

-----X	:	
Charles Heyward Living Trust	:	
Plaintiff,	:	Adv. Proc. 16-01044 (MG)
v.	:	
GMAC Mortgage, LLC, <i>et al.</i> ,	:	
Defendants.	:	
-----X	:	
In re	:	Case No. 12-12020 (MG)
RESIDENTIAL CAPITAL, LLC, <i>et al.</i> ,	:	Chapter 11
Debtors.	:	Jointly Administered
-----X	:	

**THE RESCAP LIQUIDATING TRUST'S MOTION
TO DISMISS PLAINTIFF'S ADVERSARY COMPLAINT**



The ResCap Liquidating Trust (the “Liquidating Trust”) , as successor in interest to GMAC Mortgage, LLC (“GMACM” or “Defendant”), and the other debtors in the above-captioned chapter 11 cases (collectively, the “Debtors”) purportedly named as defendants in the above-referenced adversary proceeding (the “Adversary Proceeding”) ¹, hereby submits this motion (the “Motion”) to dismiss the Adversary Proceeding commenced by Plaintiff Charles Heyward Living Trust (“Plaintiff”). The Liquidating Trust seeks entry of an order substantially in the form annexed hereto as Exhibit 1 dismissing the Adversary Proceeding with prejudice for Plaintiff’s failure to comply with the Court’s Supplemental AP Procedures (defined below), and barred on res judicata grounds. In support of the Motion, the Trust submits the declaration of Norman S. Rosenbaum of Morrison & Foerster LLP, counsel to the Liquidating Trust (the “Rosenbaum Declaration”), attached hereto as Exhibit 2.

I. JURISDICTION AND VENUE

1. The Court has jurisdiction over this adversary proceeding pursuant to 28 U.S.C. §§ 157 (a) and 1334(b). Venue is proper under 28 U.S.C. § 1409. This is a core proceeding pursuant to 28 U.S.C. §§ 157(b)(1) and (b)(2). Nonetheless, pursuant to Local Bankruptcy Rule 7012-1, the Liquidating Trust consents to entry of a final order or judgment by this Court if it is determined that the Court, absent consent of the parties, cannot enter final orders or judgment consistent with Article III of the United States Constitution.

¹ While the Plaintiff names Debtors Homecomings Financial, LLC and Residential Funding Company as defendnats in the caption of the complaint filed in the Adversary Proceeding, none of the allegations in the complaint are against either Homecomings or RFC and neither entity is listed as a party in the complaint.

II. BACKGROUND

A. General Bankruptcy Case Background

2. On May 14, 2012, Residential Capital, LLC and certain of its Debtor affiliates each filed a voluntary petition in this Court for relief under Chapter 11 of the United States Bankruptcy Code (the “Bankruptcy Code”).

3. On February 21, 2013, in the face of an expanding docket of adversary proceedings filed by current and former borrowers, the Debtors filed a motion [Docket No. 2994]² to establish certain supplemental procedures to assist the Debtors and the Court in managing these adversary proceedings, many filed by pro se litigants. *See Debtors’ Motion Pursuant to U.S.C. §§ 105(a) and (d), Bankruptcy Rules 1015(c), 2002(m), 7016, and 9007 and Local Bankruptcy Rule 2002-2 for Entry of an Order Approving (A) Supplement to Case Management Order Establishing Mandatory Procedures for Management of Adversary Proceedings Commenced by Borrowers and Former Borrowers and (B) Related Relief* [Docket No. 2994] (the “Procedures Motion”). As explained in the Procedures Motion, it was evident from many of these adversary proceedings that the litigants did not fully understand the limits of this Court’s jurisdiction, the relief otherwise available to the plaintiffs (including under the Supplemental Servicing Order) or the claims objection and allowance process. On March 22, 2013, the Court granted the motion and entered an order approving a supplement to the case management order, which established mandatory procedures for the management of adversary

² References to “Docket No.” herein are to pleadings filed on the main case docket, Case No. 12-12020. References to “AP Docket No.” herein are to pleadings filed on the Adversary Proceeding docket, Case No. 16-01044. References to “Prior Docket No.” herein are to pleadings filed on the Prior Adversary Proceeding docket, Case No. 14-01778.

proceedings commenced by borrowers (the “Supplemental AP Procedures”) [Docket No. 3293], as amended on April 22, 2013 [Docket No. 3490].

4. On December 11, 2013, the Court entered an *Order Confirming Second Amended Joint Chapter 11 Plan Proposed by Residential Capital, LLC et al. and the Official Committee of Unsecured Creditors* (the “Confirmation Order”) approving the terms of the Chapter 11 plan, as amended (the “Plan”), filed in these Chapter 11 cases [Docket No. 6065]. On December 17, 2013, the Plan went effective in accordance with its terms and the Liquidating Trust was created [Docket No. 6137]. The Liquidating Trust retains responsibility for the management and litigation of the adversary proceedings pending or commenced against the Debtors, including those commenced by former borrowers.

B. The Prior Adversary Proceeding

5. On January 16, 2014, Plaintiff filed a complaint (the “Prior Complaint”) initiating an Adversary Proceeding, case number 14-01778 (MG) (the “Prior Adversary Proceeding”). [Prior AP Docket No. 1]. The Prior Complaint was filed in the name of Charles C. Heyward, while the Complaint (defined below) was filed in the name of the Charles Heyward Living Trust. Neither the Complaint nor the Prior Complaint explain the relevance of this distinction, and in fact both complaints are signed by “Charles C. Heyward, Pro Se.” Therefore, the Liquidating Trust assumes for purposes of this motion that the distinction is irrelevant and will refer to both as “Plaintiff.” The Prior Complaint also named GMACM, Homecomings Financial, LLC and Residential Funding Company as defendants. A copy of the Prior Complaint is attached hereto as Exhibit 3.

6. On January 28, 2014, Plaintiff filed an emergency motion in the Prior Adversary Proceeding seeking entry of a temporary restraining order to prevent a foreclosure

sale of the Plaintiff's property that was purportedly scheduled for January 30, 2014 from going forward (the "TRO Motion") [Prior AP Docket No. 3]. On January 30, 2014, the Court entered an order denying the TRO Motion based on representations by the Liquidating Trust's counsel, Morrison & Foerster LLP, that Ocwen Loan Servicing LLC ("Ocwen") is the current servicer of the Plaintiff's loan and that Ocwen had advised the Liquidating Trust that it would adjourn the foreclosure sale [Prior AP Docket Nos. 4, 5].

7. On February 19, 2014, the Liquidating Trust served a notice of applicability of the Supplemental AP Procedures (the "Notice of AP Procedures") on Plaintiff, together with a copy of the Supplemental AP Procedures [Prior AP Docket No. 9]. The Supplemental AP Procedures require, among other things, that Plaintiff provide the Debtors with his contact information, participate in an initial conference with the Debtors, and meet and confer in good faith. Supplemental AP Procedures, ¶¶ 1, 4.

8. On April 24, 2014, Plaintiff filed a second emergency motion in the Prior Adversary Proceeding seeking entry of a temporary restraining order to prevent a foreclosure sale of the Plaintiff's property scheduled for April 28, 2014 from going forward (the "Second TRO Motion") [Prior AP Docket No. 10]. On that same day, the Court entered an order denying the Second TRO Motion [Prior AP Docket No. 11].

9. On March 13, 2015, after Plaintiff's failure to comply with the Notice of AP Procedures and failure to cooperate with the Liquidating Trust's efforts to schedule the initial conference, the Liquidating Trust filed the *ResCap Liquidating Trust's Motion to Dismiss Plaintiff's Adversary Complaint* [Prior AP Docket No. 15] (the "Prior Motion to Dismiss").

10. On March 31, 2015, the Court held a hearing on the Prior Motion to Dismiss, which Mr. Heyward failed to attend.

11. On April 1, 2015, the Court entered an order dismissing the Prior Adversary Proceeding with prejudice [Prior AP Docket No. 17] (the “Order”) on the grounds that Plaintiff failed to comply with the mandatory provisions of the Supplemental AP Procedures. See Order, ¶ 2. The Order was not appealed by Plaintiff.

C. The Present Adversary Proceeding

12. On March 18, 2016, Plaintiff filed a complaint (the “Complaint”) initiating this Adversary Proceeding (the “Current Adversary Proceeding”). [AP Docket No. 1]. The Complaint is nearly identical to the Prior Complaint, the only difference being that the Complaint adds a non-Debtor defendant, McCabe, Weisberg & Conway, LLC. See Complaint ¶¶ 10, 22.

13. On March 24, 2016, the Liquidating Trust served a notice of applicability of the Supplemental AP Procedures (the “Notice of AP Procedures”) on Plaintiff, together with a copy of the Supplemental AP Procedures. See Affidavit of Service of Clarissa D. Chu re: Notice of Applicability of the Order Approving Mandatory Supplemental AP Procedures for AP Actions, [AP Docket No. 4]. The Supplemental AP Procedures require, among other things, that Plaintiff provide the Debtors with his contact information by April 4, 2016 and participate in an initial conference with the Debtors. Supplemental AP Procedures ¶¶ 1, 2.

14. To date, Plaintiff has failed to provide his contact information to the Liquidating Trust, and therefore has failed to comply with the Supplemental AP Procedures. See Rosenbaum Declaration ¶ 3. Additionally, Plaintiff has failed to cooperate with the Liquidating Trust’s efforts to schedule the initial conference, as required by paragraph 4 of the Supplemental AP Procedures. See Rosenbaum Decl. ¶ 4. Although not required to do so, the Liquidating Trust’s counsel, Morrison & Foerster LLP, attempted to contact Plaintiff by calling the number

listed on his proof of claim on May 13, 2016. Counsel left a message for the Plaintiff requesting that Plaintiff get in touch with counsel, however, to date Plaintiff has failed to return the call or otherwise communicate with Morrison & Foerster. See id.

III. ARGUMENT

15. Plaintiff has made no effort to comply with the mandatory provisions of the Supplemental AP Procedures enacted by this Court. Accordingly, the Liquidating Trust moves to dismiss this Adversary Proceeding pursuant to paragraph 4 of the Supplemental AP Procedures.³

16. Paragraph 4 of the Supplemental AP Procedures provides that the Debtors may move before the Bankruptcy Court “for an order dismissing the AP Action for failure to prosecute and comply with the Supplemental AP Procedures.” Supplemental AP Procedures, ¶ 4. Plaintiff has neither complied with the Supplemental AP Procedures nor has he given any indication to the Liquidating Trust or this Court that he intends to prosecute this Adversary Proceeding.

17. The Supplemental AP Procedures require that Plaintiff provide the Debtors with his contact information and participate in an initial conference with the Debtors. Supplemental AP Procedures ¶¶ 1, 2, 4. Plaintiff failed to comply with these requirements.

18. As discussed above, in March 2016, the Notice of Supplemental AP Procedures was served on Plaintiff—he failed to comply with the procedures by not providing the Debtors with his contact information and not participating in an initial conference. The

³ As provided under paragraph 4 of the Supplemental AP Procedures, the Trust reserves its right to seek dismissal of the Adversary Proceeding on all other grounds if this Motion is not granted.

Liquidating Trust's counsel attempted to make contact with the Plaintiff on May 13, 2016, however, to date the Plaintiff has not responded.

19. Furthermore, the Adversary Proceeding is barred by the doctrine of res judicata. The doctrine of res judicata provides that "a final judgment on the merits of an action precludes the parties or their privies from relitigating issues that were or could have been raised in that action." Burgos v. Hopkins, 14 F.3d 787, 789 (2d. Cir. 1994) (quoting Allen v. McCurry, 449 U.S. 90, 94 (1980)). Generally, parties are in privity with each other for purposes of res judicata when the interest of the first litigant represents the same legal right that the later litigant is trying to assert and the first litigant adequately represented the interest of the later litigant. See Chase Manhattan Bank, N.A. v. Celotex Corp., 56 F.3d 343, 346 (2d Cir. 1995) ("Under New York and federal law ... concepts summarized by the term privity are looked to as a means of determining whether the interests of the party against whom claim preclusion is being asserted were represented in prior litigation.")

20. The Complaint makes the exact same allegations against GMACM that were made in the Prior Complaint, which the Court dismissed with prejudice [Prior Docket No. 17]. The Court's prior order constitutes a final judgment on the merits. Furthermore, although the Complaint is purportedly filed by a different plaintiff than the party plaintiff named in the Prior Complaint, there is no explanation as to what this entity is or why it should be treated separate from Mr. Heyward. In fact, the similarities of the allegations in the Complaint and the Prior Complaint suggest that the Charles Heyward Living Trust is for all intents and purposes the same as Mr. Heyward, and therefore is in privity with Mr. Heyward for purposes of res judicata. See Watts v. Swiss Bank Corp., 265 N.E.2d 739, 743 (N.Y. 1970) (holding that privity "includes those who are successors to a property interest, those who control an action although not formal

parties to it, those whose interests are represented by a party to the action, and possibly co-parties to a prior action.”). Thus, to permit the Plaintiff to continue to litigate the Adversary Proceeding would allow Plaintiff a second bite at the apple after failing to prosecute the Prior Adversary Proceeding.

21. In light of Plaintiff’s failure to comply with the Court-ordered Supplemental AP Procedures and prosecute this Adversary Proceeding, as well as the fact that the Complaint is barred by the doctrine of res judicata, the Liquidating Trust hereby moves for dismissal of this Adversary Proceeding with prejudice.

IV. CONCLUSION

Accordingly, for the reasons set forth herein, the Liquidating Trust respectfully requests that the Court dismiss the Adversary Proceeding with prejudice and grant such other and further relief as it deems just and proper.

Dated: May 31, 2016
New York, New York

/s/ Norman S. Rosenbaum
Norman S. Rosenbaum
Jordan A. Wishnew
Jessica J. Arett
MORRISON & FOERSTER LLP
250 West 55th Street
New York, New York 10019
Telephone: (212) 468-8000
Facsimile: (212) 468-7900

Counsel for the ResCap Liquidating Trust

Hearing Date and Time: July 13, 2016 at 10:00 a.m. (Prevailing Eastern Time)

Response Date and Time: June 13, 2016 at 4:00 p.m. (Prevailing Eastern Time)

MORRISON & FOERSTER LLP
250 West 55th Street
New York, New York 10019
Telephone: (212) 468-8000
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Norman S. Rosenbaum
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Counsel for the ResCap Liquidating Trust

**UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

-----X	:	
Charles Heyward Living Trust	:	
Plaintiff,	:	Adv. Proc. 16-01044 (MG)
v.	:	
GMAC Mortgage, LLC, <i>et al.</i> ,	:	
Defendants.	:	
-----X	:	
In re	:	Case No. 12-12020 (MG)
RESIDENTIAL CAPITAL, LLC, <i>et al.</i> ,	:	Chapter 11
Debtors.	:	Jointly Administered
-----X	:	

**NOTICE OF THE RESCAP LIQUIDATING TRUST'S
MOTION TO DISMISS PLAINTIFF'S ADVERSARY COMPLAINT**

PLEASE TAKE NOTICE that on May 31, 2016, the undersigned filed the attached *ResCap Liquidating Trust's Motion to Dismiss Plaintiff's Adversary Complaint* (the "**Motion**") with the United States Bankruptcy Court for the Southern District of New York (the "**Bankruptcy Court**").

PLEASE TAKE FURTHER NOTICE that a hearing to consider the Motion will take place on **July 13, 2016 at 10:00 a.m. (Prevailing Eastern Time)** before the Honorable Martin Glenn, United States Bankruptcy Judge, in Courtroom 523 at the Bankruptcy Court, One Bowling Green, New York, New York 10004.

PLEASE TAKE FURTHER NOTICE that responses, if any, to the Motion must be made in writing, conform to the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules for the Southern District of New York, and the Notice, Case Management, and Administrative Procedures approved by the Bankruptcy Court [Docket No. 141], be filed electronically by registered users of the Bankruptcy Court's electronic case filing system, and be served, so as to be received no later than **June 13, 2016 at 4:00 p.m. (Prevailing Eastern Time)**, upon: (a) Chambers of the Honorable Martin Glenn, United States Bankruptcy Court for the Southern District of New York, Alexander Hamilton Custom House, One Bowling Green, New York, New York 10004-1408; (b) counsel to the ResCap Liquidating Trust, Morrison & Foerster LLP, 250 West 55th Street, New York, NY 10019 (Attention: Norman S. Rosenbaum, Jordan A. Wishnew and Jessica J. Arett); (c) the Office of the United States Trustee for the Southern District of New York, U.S. Federal Office Building, 201 Varick Street, Suite 1006, New York, NY 10014 (Attention: Linda A. Riffkin and Brian S. Masumoto); (d) The ResCap Liquidating Trust, Quest Turnaround Advisors, 800 Westchester Avenue, Suite S-520, Rye Brook, NY 10573 (Attention: Jeffrey Brodsky); (e) The ResCap Borrower Claims Trust, Polsinelli PC, 900 Third Avenue, 21st Floor, New York, NY 10022 (Attention: Daniel J. Flanigan); and (f) Charles C. Heyward, Living Trust, 14120 Bishop Claggett Court, Upper Marlboro, MD 20722.

PLEASE TAKE FURTHER NOTICE that if an objection to the Motion is not timely filed and served, the Bankruptcy Court may enter an order granting the relief requested in the Motion without further notice or opportunity to be heard afforded to any party.

Dated: May 31, 2016
New York, New York

/s/ Norman S. Rosenbaum

Norman S. Rosenbaum

Jordan A. Wishnew

Jessica J. Arett

MORRISON & FOERSTER LLP

250 West 55th Street

New York, New York 10019

Telephone: (212) 468-8000

Facsimile: (212) 468-7900

Counsel for the ResCap Liquidating Trust

Exhibit 1

**UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

-----X	:	
Charles C. Heyward,	:	
	:	
Plaintiff,	:	Adv. Proc. 16-01044 (MG)
	:	
v.	:	
	:	
GMAC Mortgage, LLC, <i>et al.</i> ,	:	
	:	
Defendants.	:	
-----X	:	
In re	:	
	:	Case No. 12-12020 (MG)
RESIDENTIAL CAPITAL, LLC, <i>et al.</i> ,	:	
	:	Chapter 11
	:	
Debtors.	:	Jointly Administered
-----X	:	

ORDER DISMISSING ADVERSARY PROCEEDING

Upon consideration of the complaint (the “Complaint”) filed by *pro se* plaintiff Charles Heyward Living Trust (“Plaintiff”) in the above-captioned adversary proceeding (the “Adversary Proceeding”) against GMAC Mortgage, LLC, et al. (collectively, the “Defendants”), and upon consideration of the *ResCap Liquidating Trust’s Motion to Dismiss Plaintiff’s Adversary Complaint* (the “Motion”) and the declaration of Norman S. Rosenbaum submitted in support thereof; and it appearing that this Court has jurisdiction to consider the Motion pursuant to 28 U.S.C. §§ 157 and 1334; and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and the Court having held a hearing (the “Hearing”) on the

Motion on [DATE]; and upon consideration of the arguments presented in support of the Motion at the Hearing; and after due deliberation; it is hereby

ORDERED ADJUDGED, AND DECREED THAT:

1. For the reasons stated on the record at the Hearing, the Motion is **GRANTED** as provided in this Order.

2. The Complaint is dismissed in its entirety with prejudice with respect to all Defendants for Plaintiff's failure to comply with the mandatory provisions of the Supplemental AP Procedures, as defined in, and made applicable to, the Adversary Proceeding under the *Order Approving Debtors' Motion Pursuant To 11 U.S.C. §§ 105(a) And (d), Bankruptcy Rules 1015(c), 2002(m), 7016, And 9007 And Local Bankruptcy Rule 2002-2 For Entry Of An Order Approving (A) Supplement To Case Management Order Establishing Mandatory Procedures For Management Of Adversary Proceedings Commenced By Borrowers And Former Borrowers And (B) Related Relief* [Docket No. 3293], as amended on April 22, 2013. [Docket No. 3490]. The Complaint is also dismissed as being barred by the doctrine of res judicata due to the Court's dismissal with prejudice of the Plaintiff's previous adversary proceeding, case number 14-01778, Docket No. 17.

3. This Court shall retain jurisdiction with respect to all matters relating to the interpretation or implementation of this Order.

Dated: _____, 2016
New York, New York

THE HONORABLE MARTIN GLENN
UNITED STATES BANKRUPTCY JUDGE

Exhibit 2

MORRISON & FOERSTER LLP
250 West 55th Street
New York, New York 10019
Telephone: (212) 468-8000
Facsimile: (212) 468-7900
Norman S. Rosenbaum
Jordan A. Wishnew
Jessica J. Arett

Counsel for the ResCap Liquidating Trust

**UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

-----X	:	
Charles Heyward Living Trust,	:	
	:	Adv. Proc. 16-01044 (MG)
Plaintiff,	:	
	:	
v.	:	
	:	
GMAC Mortgage, LLC, <i>et al.</i> ,	:	
	:	
Defendants.	:	
-----X	:	
In re	:	Case No. 12-12020 (MG)
RESIDENTIAL CAPITAL, LLC, <i>et al.</i> ,	:	
	:	Chapter 11
	:	
Debtors.	:	Jointly Administered
-----X	:	

**DECLARATION OF NORMAN S. ROSENBAUM IN SUPPORT OF
THE RESCAP LIQUIDATING TRUST'S MOTION TO DISMISS PLAINTIFF'S
ADVERSARY COMPLAINT**

I, Norman S. Rosenbaum, hereby declare as follows:

1. I am an attorney duly licensed to practice law in the State of New York, and am a partner with the law firm of Morrison & Foerster LLP (“M&F”). By this Court’s Order entered on July 16, 2012, M&F was retained as counsel to the Debtors,¹ and subsequent to the effectiveness of the confirmed Plan, M&F has been engaged by the Liquidating Trust. I submit this declaration in support of the *ResCap Liquidating Trust’s Motion to Dismiss Plaintiff’s Adversary Complaint* (the “Motion”). Except where otherwise indicated, I have personal knowledge of the facts set forth in this declaration and, if called upon as a witness, I could and would testify competently as to these facts.

2. On March 24, 2016, the Liquidating Trust served a notice of applicability of the Supplemental AP Procedures (the “Notice of AP Procedures”) on Plaintiff, together with a copy of the Supplemental AP Procedures. *See Affidavit of Service of Clarissa D. Chu re: Notice of Applicability of the Order Approving Mandatory Supplemental AP Procedures for AP Actions*, [AP Docket No. 4].

3. The Supplemental AP Procedures required that Plaintiff Charles Heyward Living Trust (“Plaintiff”) provide the Liquidating Trust’s counsel with contact information by April 4, 2016. *See* Notice of Applicability of AP Procedures Order [AP Docket 3]. To my knowledge, the Plaintiff never provided this information to M&F.

4. I have been advised that on May 13, 2016, a M&F attorney placed a call to Plaintiff at the telephone number listed on the proof of claim form for Charles C. Heyward in an attempt to schedule the initial conference required by the Supplemental AP Procedures despite the fact that such a step is not required by the Supplemental AP Procedures. When Plaintiff did not answer, a message was left requesting that Plaintiff return the call. To the best of my knowledge, Plaintiff has neither returned the call nor attempted to contact M&F.

¹ Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Motion.

I declare under penalty of perjury under the laws of the law of the United States of America that the foregoing is true and correct.

Executed this 31st day of May, 2016, in New York, New York.

/s/ Norman S. Rosenbaum

Norman S. Rosenbaum

Exhibit 3

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

IN REF:

Adv, Case No.:

GMAC MORTGAGE LLC

Debtor,

Case No.: 12-12032

CHARLES C. HEYWARD, PRO SE

14120 BISHOP CLAGGETT CT

UPPER MARLBORO MARYLAND 20772

vs.

GMAC MORTGAGE LLC,

7 CENTURY DRIVE

PARSIPPANY, NJ 07054

AND

OCWEN LOAN SERVICING, LLC

1661 WORTHINGTON ROAD

WEST PALM BEACH FL, 33409

AND

ALLY FINANCIAL, INC

AND

HOMECOMINGS FINANCIAL, LLC

P.O. BOX 205

WATERLOO, IA 50704

AND

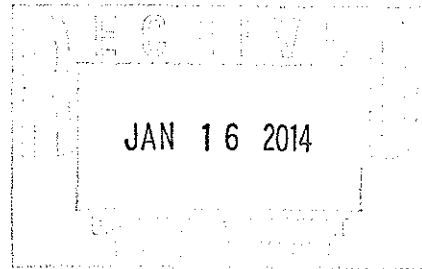
AMERICAN RESIDENTIAL MORTGAGE

AND

MORTGAGE ELECTRONIC REGISTRATION

SYSTEMS INC

**COMPLAINT TO DETERMINE
NATURE, EXTENT AND
VALIDITY OF LIEN**



1 AND
2 DEUTSCHE BANK TRUST COMPLANY
3 AMERICAS AS TRUSTEE FOR RALI 2006-QS6
4 AND
5 JOHN E. DRISCOLL, III, SUBSTITUTION OF
6 TRUSTEE, 2300 CANDLEWOOD DRIVE
7 ALEXANDRIA, VA 22308
8 AND
9 ROBERT E. FRAZIER, SUBSTITUTION OF
10 TRUSTEE, 20636 RAMSEY DRIVE
11 LEXINGTON PK, MD 20653
12 AND
13 JANA M. GANTT, SUBSTITUTION OF TRUSTEE
14 11450 LITTLE PATUXENT PKWY APT 602
15 COLUMBIA, MD 21044
16 AND
17 LAURA D. HARRIS, SUBSTITUTION OF TRUSTEE
18 1626 MELBY COURT
19 BALTIMORE, MD 21234
20 AND
21 KIMBERLY LANE, SUBSTITUTION OF TRUSTEE
22 AND
23 DEENA L. REYNOLDS, SUBSTITUTION OF
24 TRUSTEE, 302 KING FARM BLVD APT 3
25 ROCKVILLE, MD 20850
26 AND
27 CLASSIC SETTLEMENTS, INC
28 6 MONTGOMERY VILLAGE AVE
GAITHERSBURG, MD 20852

1 AND
2 RESIDENTIAL FUNDING COMPANY, LLC FKA
3 RESIDENTIAL FUNDING CORPORATION
4 800 NORMANDALE BLVD STE 250
5 MINNEAPOLIS, MN 55437
6 AND
7 SAMUEL I. WHITE, P.C.
8 121 HUMBIRD ST
9 CUMBERLAND, MD 21502
10 AND
11 HARVEY WEST AUCTIONEERS
12 300 E. JOPPA ROAD
13 HAMPTON PLAZA-SUITE 1103
14 BALTIMORE, MD 21286
Defendant

- 15 1. This is an action to determine the nature, extent and validity of the Mortgage on the debtors' residence,
16 pursuant to U.S.C §522 Federal Rule of Bankruptcy Procedure 7001.

17
18 **JURISDICTION AND VENUE**

- 19 2. Jurisdiction is conferred on this Court pursuant to the provisions of Section 1334 of Title 28 of the United
20 States Code in that this proceeding arises in and is related to the above-captioned Chapter 13 case under Title
21 11.
- 22 3. The Court has both personal and subject matter jurisdiction to hear this case pursuant to § 1334 of Title 28 of
23 the United States Code and § 157(b)(2) of Title 28 of the United States Code.
- 24 4. This Court has supplemental jurisdiction to hear all state law claims pursuant to § 1367 of Title 28 of the
25 United States Code.
- 26 5. This matter is core proceeding and therefore the Bankruptcy Court has jurisdiction to enter a final order.
27 However, in the event this case is determined to be a non-core proceeding then and in that event the Plaintiff
28 consents to the entry of a final order by the Bankruptcy Judge.

PARTIES

6. The Plaintiff is the owner of 14120 Bishop Claggett Court Upper Marlboro, Maryland 20772.
7. The Defendant GMCA Mortgage LLC is a Delaware Corporation doing business in the State of Maryland and registered as a foreign corporation, with principal place of business at 1100 Virginia Drive, Fort Washington, PA 19034, and is the debtors under Chapter 11 of the above-captioned case.
8. The Defendant Deutsche Bank Trust Company ("DBNTC") is a trust company. DBNTC is a subsidiary of DEUTSCHE BANK AG with a corporate headquarters in Frankfurt, Germany. DBNTC's corporate headquarters is located at 60 Wall Street, New York, New York.
9. The Defendant OCWEN LOAN SERVICING CORP is a Florida Corporation doing business in the State of Maryland with an corporate address as 1661 Worthington Road, West Palm Beach Florida 33409.
10. The Defendant Ally Financial Inc, is a Delaware Corporation doing business in the State of Maryland and their registered agent is CT Corporation System.
11. The Defendant
12. On or about April 28, 2006, Charles C. Heyward, Jr., purchased the homestead commonly known as 14120 Bishop Claggett Court Upper Marlboro, Maryland 20772.
13. On or about April 28th 2006 Charles C. Heyward, executed a Purchase Money Deed of Trust in favor of Mortgage Electronic Registration Systems, Inc. (MERS) as beneficiary under the Security Instrument.
14. At the time the mortgage was signed, Charles C. Heyward was married and both him and his wife were residing on the property as their homestead.
15. Page 1 of the Purchase Money Deed of Trust lists the borrower as Charles C. Heyward, a Married Man
16. The Purchase Money Deed of Trust contains the signature of both Mr. Charles C. Heyward.

COUNT 1 – VIOLATION OF MARYLAND LAW 141

17. In order to convey an interest in a homestead, both spouses must join in the execution of the conveyance.
18. Mrs. Heyward's signature is not on the mortgage.
19. Mrs. Heyward did not join in the conveyance.
20. The mortgage of GMAC Mortgage, LLC is voidable.

21. Pursuant to the Federal Civil False Claims Act, 31 U.S.C. § 3729 (the "FCA") Plaintiff seeks to recover damages and civil penalties arising from the sale by Defendant and other forms of asset-backed securities, using funds provided by the United States ("U.S.") government.
22. Plaintiff has conducted his own investigations in furtherance of a False Claims Act qui tam action and found that the Defendants GMAC Mortgage, Samuel L. White, P.C., American Residential Mortgage, Substitution of Trustee, John E. Driscoll III, Robert E. Frazier, Jana M. Gantt, Laura D. Harris, Kimberly Lane and Deea L. Reynolds pursued and continued to pursue foreclosure actions using false and fabricated documents particularly mortgage assignments.
23. The Defendants used these fraudulent mortgage assignments to conceal that over 200 MBS Trusts, each with mortgages valued at over \$1 billion, are missing critical documents, namely the mortgage assignments there were required to have been delivered to the trusts at the inception of the trust.
24. Without lawfully executed mortgage assignments, the value of the mortgages and notes held by Deutsche Bank Trust Company Americas as trustee for RALI 2006-QS6 is impaired because effective assignments are necessary for the trust to foreclose on its assets in the event of mortgage defaults.
25. When Samuel L. White, P.C., Substitution of Trustee's John E. Driscoll, II, Robert E. Frazier, Jana M. Gantt, Laura D. Harris, Kimberly Lane, and Deena L. Reynolds discovered that the Plaintiff Mortgage assignments were missing, they devised and operated a scheme to replace the missing assignments with fraudulent, fabricated assignments. See Exhibit (C), (Corporate Assignment of Deed of Trust) dated October 17, 2012.
26. The purpose of the Defendants scheme was to meet the evidentiary requirements imposed by courts in foreclosure cases, and to conceal from trust shareholders the true, impaired value of the assets of each of the trusts, crippled by the missing assignments and related documents.
27. The fraud carried out by the Defendants in this case includes, inter alia:
- a. Mortgage assignments with forged signatures of the individuals signing on behalf of the grantors, and forged signatures of the witnesses and the notaries;
 - b. Mortgage assignment with signatures of individuals signing as corporate officers for Mortgage Electronic Registration Systems Inc that never employed them;

- 1 c. Plaintiff Mortgage assignments prepared and signed by individuals as corporate officers of mortgage
2 companies that had been dissolved by bankruptcy years prior to the assignment;
- 3 d. Mortgage assignments prepared on behalf of grantors who had never themselves acquired ownership of
4 the mortgages and notes by a valid transfer, including numerous such assignments where the grantor was
5 identified as "Bogus Assignee for Intervening Assignments;" and
- 6 e. Mortgage assignments notarized by notaries who never witnessed the signatures that they notarized.

7 **COUNT II**

8 **FEDERAL FALSE CLAIMS ACT, 31 U.S.C. 3729(A)(1)(b)**

9 **DEFENDANTS' ACTS VIOLATE THE FALSE CLAIMS ACT**

10 28. Defendants created an illegal foreclosure case that are lacking lawful assignments of the notes and mortgage
11 to the trusts, and then forged the missing assignments by having employees or agents of SAMUEL L.
12 WHITE, P.C. and their Substitution of Trustee on behalf of all the other Defendants, sign using false
13 corporate officer titles, false dates of assignment, and forged signatures.

14 29. After examining the forged mortgage assignment in Exhibit "C" filed in Plaintiff's own foreclosure,
15 including the signatures of John McLaughlin, Assistant Secretary Mortgage Electronic Registration System
16 Inc, as nominee for American Residential Mortgage, Plaintiff located numerous other examples of
17 assignments signed by those names.

18 WHEREFORE, the Plaintiff have set forth his claim for relief against the Defendant respectfully prays of the
19 Court as follows:

- 20 a. Declare the Plaintiff Mortgage Void.
- 21 b. Defendants cease and desist from violating the False Claims Act 31 U.S.C. 3729.
- 22 c. Defendants pay an amount equal to three times the amount of damages Plaintiff have sustained because
23 of Defendants illegal actions, plus a civil penalty against Defendants of not less than \$10,000 for each
24 violation of 31 U.S.C. 3729.
- 25 d. Plaintiff be granted all such other relief as the Court deems just and proper.

26 REQUEST FOR A TRIAL BY JURY.

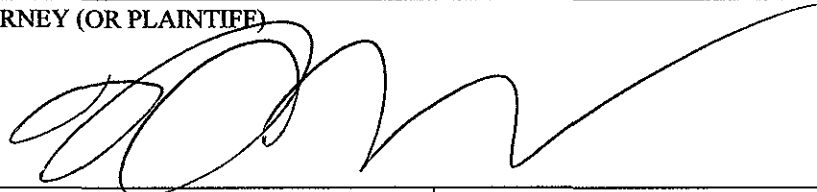
CHARLES C. HEYWARD, PRO SE

B104 (FORM 104) (08/07)

ADVERSARY PROCEEDING COVER SHEET (Instructions on Reverse)		ADVERSARY PROCEEDING NUMBER (Court Use Only)		
PLAINTIFFS <i>Charles C. Heyward</i> <i>14120 Bishop Claggett CT</i> <i>UPPER MERIDALE, MD 20772</i>	DEFENDANTS <i>GMAC MORTGAGE LLC</i> <i>7 CENTURY DRIVE</i> <i>PARSIPPANY, NJ 07054</i>			
ATTORNEYS (Firm Name, Address, and Telephone No.) <i>617 285 9419</i>	ATTORNEYS (If Known)			
PARTY (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	PARTY (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			
CAUSE OF ACTION (WRITE A BRIEF STATEMENT OF CAUSE OF ACTION, INCLUDING ALL U.S. STATUTES INVOLVED) <i>FALSE CLAIM ACT 31 U.S.C. 3729(a)(1)(B)</i>				
NATURE OF SUIT (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.)				
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top; border: none;"> FRBP 7001(1) – Recovery of Money/Property <input checked="" type="checkbox"/> 11-Recovery of money/property - §542 turnover of property <input type="checkbox"/> 12-Recovery of money/property - §547 preference <input type="checkbox"/> 13-Recovery of money/property - §548 fraudulent transfer <input type="checkbox"/> 14-Recovery of money/property - other FRBP 7001(2) – Validity, Priority or Extent of Lien <input checked="" type="checkbox"/> 21-Validity, priority or extent of lien or other interest in property FRBP 7001(3) – Approval of Sale of Property <input type="checkbox"/> 31-Approval of sale of property of estate and of a co-owner - §363(h) FRBP 7001(4) – Objection/Revocation of Discharge <input type="checkbox"/> 41-Objection / revocation of discharge - §727(c),(d),(e) FRBP 7001(5) – Revocation of Confirmation <input type="checkbox"/> 51-Revocation of confirmation FRBP 7001(6) – Dischargeability <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 <div style="text-align: right;">(continued next column)</div> </td> <td style="width: 50%; vertical-align: top; border: none;"> FRBP 7001(6) – Dischargeability (continued) <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 FRBP 7001(7) – Injunctive Relief <input type="checkbox"/> 71-Injunctive relief – imposition of stay <input type="checkbox"/> 72-Injunctive relief – other FRBP 7001(8) Subordination of Claim or Interest <input type="checkbox"/> 81-Subordination of claim or interest FRBP 7001(9) Declaratory Judgment <input type="checkbox"/> 91-Declaratory judgment FRBP 7001(10) Determination of Removed Action <input type="checkbox"/> 01-Determination of removed claim or cause Other <input type="checkbox"/> SS-SIPA Case – 15 U.S.C. §§78aaa et seq. <input type="checkbox"/> 02-Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case) </td> </tr> </table>			FRBP 7001(1) – Recovery of Money/Property <input checked="" type="checkbox"/> 11-Recovery of money/property - §542 turnover of property <input type="checkbox"/> 12-Recovery of money/property - §547 preference <input type="checkbox"/> 13-Recovery of money/property - §548 fraudulent transfer <input type="checkbox"/> 14-Recovery of money/property - other FRBP 7001(2) – Validity, Priority or Extent of Lien <input checked="" type="checkbox"/> 21-Validity, priority or extent of lien or other interest in property FRBP 7001(3) – Approval of Sale of Property <input type="checkbox"/> 31-Approval of sale of property of estate and of a co-owner - §363(h) FRBP 7001(4) – Objection/Revocation of Discharge <input type="checkbox"/> 41-Objection / revocation of discharge - §727(c),(d),(e) FRBP 7001(5) – Revocation of Confirmation <input type="checkbox"/> 51-Revocation of confirmation FRBP 7001(6) – Dischargeability <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 <div style="text-align: right;">(continued next column)</div>	FRBP 7001(6) – Dischargeability (continued) <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 FRBP 7001(7) – Injunctive Relief <input type="checkbox"/> 71-Injunctive relief – imposition of stay <input type="checkbox"/> 72-Injunctive relief – other FRBP 7001(8) Subordination of Claim or Interest <input type="checkbox"/> 81-Subordination of claim or interest FRBP 7001(9) Declaratory Judgment <input type="checkbox"/> 91-Declaratory judgment FRBP 7001(10) Determination of Removed Action <input type="checkbox"/> 01-Determination of removed claim or cause Other <input type="checkbox"/> SS-SIPA Case – 15 U.S.C. §§78aaa et seq. <input type="checkbox"/> 02-Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case)
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<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 checked="" type="checkbox"/> Check if a jury trial is demanded in complaint		Demand \$ <i>5,000.000</i>		
Other Relief Sought				

JAN 16 2014

B104 (FORM 104) (08/07), Page 2

BANKRUPTCY CASE IN WHICH THIS ADVERSARY PROCEEDING ARISES		
NAME OF DEBTOR <i>GMAC MORTGAGE LLC</i>		BANKRUPTCY CASE NO. <i>12-12032</i>
DISTRICT IN WHICH CASE IS PENDING <i>SOUTHER DISTRICT OF NEW YORK</i>	DIVISION OFFICE	NAME OF JUDGE <i>MARTIN</i>
RELATED ADVERSARY PROCEEDING (IF ANY)		
PLAINTIFF	DEFENDANT	ADVERSARY PROCEEDING NO.
DISTRICT IN WHICH ADVERSARY IS PENDING	DIVISION OFFICE	NAME OF JUDGE
SIGNATURE OF ATTORNEY (OR PLAINTIFF) 		
DATE <i>1/15/2014</i>		PRINT NAME OF ATTORNEY (OR PLAINTIFF) <i>Charles E. Hayward</i>

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, unless the party files the adversary proceeding electronically through the court's Case Management/Electronic Case Filing system (CM/ECF). (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 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 the second column for the defendants.

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

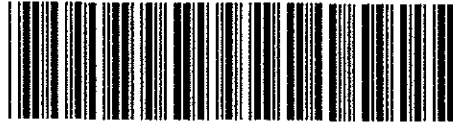
Signature. This cover sheet must be signed by the attorney of record in the box on the second page of the form. If the plaintiff is represented by a law firm, a member of the firm must sign. If the plaintiff is pro se, that is, not represented by an attorney, the plaintiff must sign.

EXHIBIT “A”

NOTICE OF FORECLOSURE SALE

JANUARY 30TH, 2014

Samuel I. White, P.C.
PO Box 9005
Temecula, CA 92589-9005



PRESORT
First-Class Mail
U.S. Postage and
Fees Paid
WSO

2280170644

20140109-114



All Occupants
14120 Bishop Claggett Court
Upper Marlboro, MD 20772

Send Correspondence to:
Samuel I. White, P.C.
5040 Corporate Woods Drive
Suite 120
Virginia Beach, VA 23462-4377



46-009891-09

2280170644

MD_NOTICE_SD

SAMUEL I. WHITE, P.C.

ATTORNEYS AND COUNSELORS AT LAW
Maryland, Virginia, West Virginia, and Washington DC

611 Rockville Pike, Suite 100
ROCKVILLE, MD 20852

(301) 804-3400
FAX (301) 838-1954

By First Class Mail

To All Occupants

NOTICE OF IMPENDING FORECLOSURE SALE

A foreclosure action has been filed against the property located at 14120 Bishop Claggett Court, Upper Marlboro, MD 20772 in the Circuit Court for Prince George's County, Maryland. This notice is being sent to you as a person who lives in this property.

A foreclosure sale of the property is scheduled to occur as follows:

Date: January 30, 2014

Time: 10:00 am

Place: at the Prince George's County Courthouse located at 14735 Main Street, Duval Wing Entrance, Upper Marlboro, MD 20772

After this sale, you could be evicted, even if you are a tenant and even if you have paid the rent due and complied with your lease.

Most renters have the right to continue renting the property after it is sold at foreclosure. The foreclosure sale purchaser becomes the new landlord.

Most renters with a lease for a specific period of time have the right to continue renting the property until the end of the lease term. Most month-to-month renters have the right to continue renting the property for 90 days after receiving a written notice to vacate from the new owner.

You should get legal advice to determine if you have these rights.

Below you will find the name, address, and telephone number of the person authorized to sell the property. You may contact this person to notify him or her that you are a tenant at the property and to find out more about the sale. For further information, you may review the file in the office of the Clerk of the Circuit Court.



2280170644

46-009891-09

You may want to consult an attorney to determine your rights. You also may contact the Maryland Department of Housing and Community Development, at 1-877-462-7555, or consult the department's website, <http://www.mdhope.org/>, for assistance.

Person(s) authorized to sell the property:

John E. Driscoll, III, Esquire

Laura D. Harris, Esquire

Jana M. Gantt, Esquire

Kimberly Lane, Esquire

Deena L. Reynolds, Esquire

Attorney for Substitute Trustee

Samuel I. White, P.C.

5040 Corporate Woods Drive, Suite 120

Virginia Beach, Virginia 23462

(757) 490-9284

Date of this Notice: January 8, 2014

Notice

Pursuant to the federal Fair Debt Collection Practices Act, we advise you that this firm is a debt collector attempting to collect the indebtedness referred to herein and any information we obtain from you will be used for that purpose. In the event you are now in a bankruptcy proceeding, have obtained a discharge in bankruptcy or have otherwise been released from personal liability, this notice (and our collection efforts) may only affect your ownership or possessory interest in the subject property and not your personal obligations under the mortgage documents.

SUBSTITUTE TRUSTEES' SALE OF
VALUABLE FEE SIMPLE PROPERTY
KNOWN AS
14120 BISHOP CLAGGETT COURT
UPPER MARLBORO, MD 20772

Under and by virtue of the power of sale contained in a certain Deed of Trust to CLASSIC SETTLEMENTS INC, Trustee(s), dated April 28, 2006, and recorded among the Land Records of PRINCE GEORGE'S COUNTY, MARYLAND in Liber 25249, folio 532, the holder of the indebtedness secured by this Deed of Trust having appointed the undersigned Substitute Trustees, by instrument duly recorded among the aforesaid Land Records, default having occurred under the terms thereof, and at the request of the party secured thereby, the undersigned Substitute Trustee will offer for sale at public auction at THE PRINCE GEORGE'S COUNTY COURTHOUSE LOCATED AT 14735 MAIN ST, DUVAL WING ENTRANCE, UPPER MARLBORO, MD 20772 ON,

JANUARY 30, 2014 at 10:00 AM

ALL THAT FEE SIMPLE LOT OF GROUND and improvements thereon situated in PRINCE GEORGE'S COUNTY, MD and described as follows:

Lot numbered Ninety-Nine (99) in Block Lettered "X" in a Subdivision known as 'VILLAGES OF MARLBOROUGH, BISHOP'S BEQUEST, A RESUBDIVISION OF LOTS 63 & 64 , BLOCK K , AND LOTS 77 & 78 BLOCK "K" AS PER PLAT THEREOF RECORDED IN PLAT BOOK NLP 179 AT PLAT 60 AMONG THE LAND RECORDS OF PRINCE GEORGE'S COUNTY MARYLAND.

The property will be sold in an "AS IS WHERE IS" condition without either express or implied warranty or representation, including but not limited to the description, fitness for a particular purpose or use, structural integrity, physical condition, construction, extent of construction, workmanship, materials, liability, zoning, subdivision, environmental condition, merchantability, compliance with building or housing codes or other laws, ordinances or regulations, or other similar matters, and subject to easements, agreements and restrictions of record which affect the same, if any. The property will be sold subject to all conditions, liens, restrictions and agreements of record affecting same including any condominium and of HOA assessments pursuant to Md Real Property Article 11-110.

TERMS OF SALE: A deposit of \$30,000.00 payable in certified check or by a cashier's check will be required from purchaser at time of sale, balance in immediately available funds upon final ratification of sale by the Circuit Court of PRINCE GEORGE'S COUNTY, MARYLAND interest to be paid at the rate of 6.0% on unpaid purchase money from date of sale to date of settlement. The secured party herein, if a bidder, shall not be required to post a deposit. Third party purchaser (excluding the secured party) will be required to complete full settlement of the purchase of the property within TEN (10) CALENDAR DAYS of the ratification of the sale by the Circuit Court otherwise the purchaser's deposit shall be forfeited and the property will be resold at the risk and expense, of the defaulting purchaser. All other public charges and private charges or assessments, including water/sewer charges, ground rent, taxes if any, to be adjusted to date of sale. Cost of all documentary stamps and transfer taxes and all other costs incident to settlement shall be borne by the purchaser. If applicable, condominium and/or homeowner association dues and assessments will be adjusted to date of sale. If the sale is rescinded or not ratified for any reason, including post sale lender audit, or the Substitute Trustees are unable to convey insurable title or a resale



is to take place for any reason, the purchaser(s) sole remedy in law or equity shall be limited to the refund of the aforementioned deposit. The purchaser waives all rights and claims against the Substitute Trustees whether known or unknown. These provisions shall survive settlement Upon refund of the deposit, this sale shall be void and of no effect, and the purchaser shall have no further claim against the Substitute Trustees. The sale is subject to post-sale review of the status of the loan and that if any agreement to cancel the sale was entered into by the lender and borrower prior to the sale then the sale is void and the purchaser's deposit shall be refunded without interest. Additional terms and conditions, if applicable, maybe announced at the time and date of sale. File No. (46-009891-09)

JOHN E. DRISCOLL III, et al SUBSTITUTE TRUSTEES

Harvey West Auctioneers
300 E. Joppa Rd
Hampton Plaza-Suite 1103
Baltimore, MD 21286
www.hwestauctions.com
410-769-9797

Ad to appear in WASHINGTON POST, 01/14, 01/21, 01/28

NOTICE OF FORECLOSURE ACTION

This Notice is Required by Maryland Law (Real Property Article, §7-105 1, Annotated Code of Maryland)

A foreclosure sale of this property may occur as soon as 40 days from this notice if you do not respond

If you own and live in this home, you may request a meeting with your mortgage company called **FORECLOSURE MEDIATION**, but you must act quickly.

We have included:

- **Request for Foreclosure Mediation** – this is the form you need to complete to request foreclosure mediation ****This form must be sent back within 25 days - DO NOT DELAY****
- **Final Loss Mitigation Affidavit** – this is a legal document completed by the mortgage company explaining why they have been unable to offer an alternative to foreclosure.
- **2 Addressed envelopes:**
 - Return to the court the original signed Request for Foreclosure Mediation in the envelope marked **“REQUEST FOR FORECLOSURE MEDIATION”**.
 - Mail a copy of the Request for Foreclosure Mediation in the envelope addressed to the foreclosure attorney who represents your mortgage company.

**YOU ARE NOT ALONE. THERE ARE FREE RESOURCES
AVAILABLE IN MARYLAND.**

**TO ACCESS FREE HOUSING COUNSELING SERVICES,
CALL THE MARYLAND HOPE HOTLINE AT
1-877-462-7555 OR GO TO WWW.MDHOPE.ORG**

What happens if you do nothing?

If you do not request foreclosure mediation, the mortgage company may foreclose on your home. If you wish to remain in your home, **PLEASE** contact the MD Hope Hotline. You need to understand your options and the consequences of doing nothing.

Beware of anyone offering to “save” your home or requesting an upfront fee before providing assistance. This is illegal in the State of Maryland. *If you believe you have been a victim of a scam, please contact Maryland's office of the Commissioner of Financial Regulation by calling 410-230-6077 or visiting <http://www.dllr.state.md.us/finance/>.*



REQUEST FOR FORECLOSURE MEDIATION

(Instructions)

Name(s) of Homeowner: Charles C. Heyward

Property Address: 14120 Bishop Claggett Court, Upper Marlboro, MD 20772

What is foreclosure mediation?

Foreclosure mediation is a process that allows you, a representative from your mortgage company, and a neutral third party mediator from the Maryland Office of Administrative Hearings to meet and discuss alternatives to foreclosure. The goal of foreclosure mediation is to help you avoid foreclosure. At mediation, you and your mortgage company may agree to an option to avoid foreclosure. However, making a request for foreclosure mediation does not guarantee a loan modification or other relief.

INSTRUCTIONS TO PARTICIPATE IN FORECLOSURE MEDIATION:

- Carefully read all of the documents included in this packet.
- **Application** (on next page) -- Initial each statement to confirm that you have read and understand them. Sign and date the Application. Check the "Yes" box if you would like a Maryland Department of Housing and Community Development representative or a housing counselor to contact you. Sign and date the Certificate of Service.
- Make two copies of the Application.
- Send the original signed Application, Certificate of Service and \$50 fee in the envelope addressed to the Circuit Court. **DO NOT SEND CASH.** Most Circuit Courts accept checks or money orders payable to "Clerk of the Circuit Court." To confirm that your method of payment will be accepted, consider contacting the Clerk's office in the Circuit Court of the county in which your property is located. Consider sending your Application and payment by certified mail or return receipt requested mail.
- Application and payment by certified mail or return receipt requested mail.
- Send one copy of the completed Application and Certificate of Service in the envelope addressed to the foreclosure attorney representing your mortgage company.
- Keep the second copy for your records.

If you need help filling out this form:

**TO ACCESS FREE HOUSING COUNSELING SERVICES,
CALL THE MARYLAND HOPE HOTLINE AT
1-877-462-7555 OR GO TO WWW.MDHOPE.ORG**

REQUEST FOR FORECLOSURE MEDIATION
(Application)

Circuit Court: Prince George's County, Maryland

Case No.: CAEF13-27098

Name and Address of the Secured Party or Representative of Secured Party: Deutsche Bank Trust Company Americas as Trustee for RALI 2006-QS6 c/o Ocwen Loan Servicing, LLC, 1661 Worthington Road, Suite 100, West Palm Beach, FL 33409

Name and Address of the Borrower(s): Charles C. Heyward, 14120 Bishop Claggett Court, Upper Marlboro, MD 20772

Initial each statement below to confirm that you have read and understand them. If you do not understand the information, please contact the MD Hope Hotline at 877-462-7555 or visit www.mdhope.org to find a housing counselor or free legal services near you.

_____ I am requesting foreclosure mediation to see if I qualify for a loan modification or other alternative to a foreclosure sale of my home.

_____ I have enclosed my \$50 fee for filing this Request for Foreclosure Mediation Application. (Make checks payable to the "Clerk of the Circuit Court." DO NOT SEND CASH.)

NOTE: If you qualify for free legal services under the Maryland Legal Services Guidelines, you may request a waiver of your foreclosure mediation fee. You must submit a completed Request for Waiver of Filing Fee for Foreclosure Mediation form (available at <http://mdcourts.gov/courtforms/circuit/cc080.pdf>) together with this request for foreclosure mediation.

I would like to be contacted by a Department of Housing and Community Development representative or a housing counselor:

YES NO

If so, please provide your preferred contact information: _____

I/We, _____, certify that I/we live in the property for which this Application is being submitted.

Signature of Borrower

Signature of Borrower

Printed Name

Printed Name

Date

Date

If at least one borrower is willing and able to review and sign the Application and the other borrower(s) is unavailable or unwilling to review or sign the Application, please explain the circumstances in the space below:

Please provide a mailing address, telephone number, and email address if known, for any additional borrowers who have not signed the Application:

CERTIFICATE OF SERVICE

I certify that I have sent a copy of this Request for Foreclosure Mediation to the Clerk of the Circuit Court and to the secured party, or the representative of the secured party, by regular U.S. mail, postage pre-paid, at the address listed at the top of this form. I have served the party that brought this foreclosure action by sending this Request for Foreclosure Mediation by regular U.S. mail, postage pre-paid, to its foreclosure attorney in (or at the address on) the addressed envelope provided with this form.

Signature of Borrower

Date

Print Name

FINAL LOSS MITIGATION AFFIDAVIT

Case Number: CAEF13-27098
Date of Filing With Court: September 11, 2013
Borrower(s): Charles C. Heyward
Property Address: 14120 Bishop Claggett Court, Upper Marlboro, MD 20772

My name is Marlene Saunders. I am authorized to act on behalf of the secured party who is the holder of the beneficial interest in the mortgage or deed of trust which is secured by property at the address listed above. The information in this affidavit is derived from records of the secured party that were made at or near the time of the occurrence of the matters set forth below by, or from information transmitted by, a person with knowledge of those matters. These records were produced and/or maintained in the course of the regularly conducted activity of the secured party as a regular practice of the secured party, and I state the following:

The secured party conducted a loss mitigation analysis ☒ YES ☐ NO
(Check which applies)

If the secured party conducted a loss mitigation analysis, describe all loss mitigation programs evaluated, and describe why the borrower(s) did not qualify for each loss mitigation program. If the secured party did not conduct a loss mitigation analysis, describe all reasons why a loss mitigation analysis was not conducted, and describe why the borrowers(s) did not qualify for a loss mitigation program:

*Loan acquired 9/6/13, Modified by prior servicer.
Hamp Solicitation letter sent, no response*

I solemnly affirm under the penalties of perjury and upon personal knowledge based on review of the records described herein or attached hereto that the contents of this affidavit are true

Marlene Saunders
Signature of Affiant

10/11/13
Date

Marlene Saunders Contract Management Coordinator

Print Name and Title of Affiant

EXHIBIT “B”

PURCHASE OF MONEY DEED OF TRUST

25249 532

3 of 4

Tax Account Identification Number/Parcel Identifier Number: 03-3094232

PRINCE GEORGES COUNTY, MD
APPROVED BY [Signature]
#07R

MAY 18 2006

\$ 0.14 RECORDATION TAX PAID
\$ 0.14 TRANSFER TAX PAIDTitle insured by FATIC
Our File #: 0638947
Tax ID# 033094232
After recording, return to:
CLASSIC SETTLEMENTS
4201 NORTHVIEW DRIVE, #503
Bowie, MD 20716

2006 JUN -5 P 2:14

CLERK OF THE
CIRCUIT COURT

(Space Above This Line For Recording Data)

PURCHASE MONEY
DEED OF TRUST

MIN

Loan ID # 5064

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated April 28th, 2006 with all Riders to this document.

(B) "Borrower" is CHARLES C. HEYWARD, A MARRIED MAN

(C) "Lender" is AMERICAN RESIDENTIAL MORTGAGE CORPORATION

under the laws of THE COMMONWEALTH OF PENNSYLVANIA organized and existing
136 GAITHER DRIVE, MOUNT LAUREL, NJ 08054 Lender's address is

(D) "Trustee" is CLASSIC SETTLEMENTS, INC

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, Michigan 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated April 28th, 2006. The Note states that Borrower owes Lender Three Hundred Forty Thousand and no/100- - - - - Dollars (U.S. \$ 340,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than May 1st, 2036

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower (check box as applicable):

- | | | |
|--|--|--|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input checked="" type="checkbox"/> Planned Unit Development Rider | <input checked="" type="checkbox"/> Other(s) [specify] |
| <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Biweekly Payment Rider | PREPAYMENT RIDER |

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

MARYLAND-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
MDCMML - 12062002

Initials: CCM
Form 3021 1/01 (page 1 of 1 pages)
www.MortgageBankingSystems.com

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- (L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
- (M) "Escrow Items" means those items that are described in Section 3.
- (N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
- (O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
- (P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
- (Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. § 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
- (R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of PRINCE GEORGE'S

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

LOCATED IN THE COUNTY OF PRINCE GEORGE'S, STATE OF MARYLAND:

BEING KNOWN AND DESIGNATED AS LOT NUMBERED NINETY-NINE (99) IN BLOCK LETTERED "X" IN A SUBDIVISION KNOWN AS "VILLAGES OF MARLBOROUGH, BISHOP'S REQUEST, A RESUBDIVISION OF LOTS 63 & 64, BLOCK K, AND LOTS 77 & 78, BLOCK K" AS PER PLAT THEREOF RECORDED IN PLAT BOOK NLP 179 AT PLAT 60 AMONG THE LAND RECORDS OF PRINCE GEORGE'S COUNTY, MARYLAND.

BEING THE FEE SIMPLE PROPERTY WHICH, BY DEED DATED MAY 19, 2003, AND RECORDED JUNE 30, 2003 AMONG THE LAND RECORDS OF THE COUNTY OF PRINCE GEORGE'S, MARYLAND, IN LIBER 17649, FOLIO 572, WAS GRANTED AND CONVEYED BY LERRY T. FORESTER AND NATAKI E. FORESTER UNTO LERRY T. FORESTER, SOLE OWNER.

which currently has the address of 14120 BISHOP CLAGGETT COURT,
[Street]

UPPER MARLBORO
[City]

Maryland 20772- ("Property Address")
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

MARYLAND-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
MDCMM2 - 12062002

Initials: CC
Form 3021 1/01 (page 2 of 11 pages)
www.MortgageBankingSystems.com

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Loan ID # [REDACTED] 5064

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If

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Loan ID # 5064

Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security instrument, whether or not then due.

6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors

EXHIBIT “C”

CORPORATE ASSIGNMENT OF DEED OF TRUST

34733 303

Clerk of the
Circuit Court

2013 MAY 20 AM 8:31

PR GEO CO MD #69

FILE: 46-009891-09
Heyward

CORPORATE ASSIGNMENT OF DEED OF TRUST

FOR VALUE RECEIVED, Mortgage Electronic Registration Systems, Inc., as nominee for AMERICAN RESIDENTIAL MORTGAGE, its successors and assigns, does hereby assign and transfer to Deutsche Bank Trust Company Americas as Trustee for RALI 2006-QS6, its successors and assigns, all its right, title and interest in and to a certain Deed of Trust executed by Charles C. Heyward, and bearing the date of the 28th day of April, 2006, and recorded on the 5th day of June, 2006, in the office of the Clerk of the Circuit Court of Prince George's County, Maryland, in Deed Book 25249, at page 532.

Property Address: 14120 Bishop Claggett Court, Upper Marlboro, MD 20772
Tax ID: 03-3094232

Signed on the 17 day of October, 2012



MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.
as nominee for AMERICAN RESIDENTIAL MORTGAGE, its
successors and assigns

By: John McLaughlin

John McLaughlin Assistant Secretary

STATE OF Pennsylvania
COUNTY OF Montgomery

On the 17 day of October, 2012, before me, a Notary Public, personally appeared John McLaughlin, who proved to me on the basis of satisfactory evidence to be the person(s) who name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

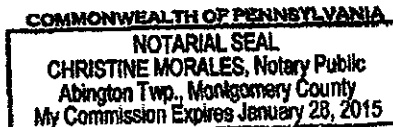
Witness my hand and official seal.

Christine Morales
Notary Public **Christine Morales**
My Commission Expires: _____

IND TO SURE \$	40.00
RECORDING FEE	20.00
TOTAL	60.00
REC'D PG#5	Rec'd # 94812
SEP 20 2013	DLK # 4688
(SEAL)	08:23 am

78098049
When Recorded Return To:
Indecomm Global Services
2925 Country Drive
St. Paul, MN 55117

MIN#: 100073800000382732
MERS Phone: 1-888-679-6377



2

CLERK OF THE CIRCUIT COURT
FOR
PRINCE GEORGE'S COUNTY, MARYLAND

STATE OF MARYLAND
PRINCE GEORGE'S COUNTY, TO WIT,

I HEREBY CERTIFY, THAT THE FOREGOING IS A TRUE COPY

CORPORATE ASSIGNMENT OF DEED OF TRUST

TAKEN FROM **LIBER 34733 AT FOLIO 303** ONE OF THE LAND RECORDS OF
THE STATE AND COUNTY AFORESAID.

IN TESTIMONY WHEREOF, I HERETO SET
MY HAND AND AFFIX THE SEAL OF THE
CIRCUIT COURT FOR THE STATE AND
COUNTY AFORESAID, THIS **19TH** DAY
OF **JUNE** 2013.

Marilynn M. Bland

CLERK OF THE CIRCUIT COURT, PRINCE GEORGE'S CO, MD

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EXHIBIT “D”

SUBSTITUTION OF TRUSTEE

EXHIBIT D

File No 46-009891-09
Heyward

SUBSTITUTION OF TRUSTEE

THIS SUBSTITUTION OF TRUSTEE, made this 12th day of December, 2016, by and between Deutsche Bank Trust Company Americas as Trustee for RALI 2006-QS6 (hereinafter "Current Noteholder"), party of the first part, and JOHN E. DRISCOLL, III, ROBERT E. FRAZIER, JANA M. GANTT, LAURA D. HARRIS, KIMBERLY LANE, and DEENA L. REYNOLDS, any of whom may individually act, parties of the second part

WHEREAS, the party of the first part is the present holder of a Promissory Note in the principal amount of Three hundred and forty thousand dollars (\$340,000.00), secured by a deed of trust executed by Charles C Heyward, conveying the subject property to CLASSIC SETTLEMENTS, INC., as Trustee(s), dated April 28, 2006, and recorded on June 5, 2006, as Liber 25249, folio 532, among the Land records of Prince George's County, Maryland;

WHEREAS, the Deed of Trust authorizes the holder of the indebtedness secured by the Deed of Trust, at its option, to remove original trustee(s) and appoint substitute trustee(s) and it now being the intent of the current Noteholder to so appoint substitute trustee(s) in place of the original trustee(s) in exercise of the powers set forth therein.

NOW, THEREFORE, the Current Noteholder secured by the Deed of Trust hereinabove referred to, in exercise of the powers under the terms of said Deed of Trust, does hereby appoint JOHN E. DRISCOLL, III, ROBERT E. FRAZIER, JANA M. GANTT, LAURA D. HARRIS, KIMBERLY LANE, and DEENA L. REYNOLDS, any of whom may individually act, as Substitute Trustee, with all the rights, power and duties originally conferred by said Deed of Trust upon the Trustee, Original Trustee(s) or any other Original Trustee(s) or any other subsequently appointed trustee(s) or substitute trustee(s) as aforesaid

AND FURTHERMORE, the powers enumerated in the Deed of Trust, having been granted to two or more trustees, may be exercised by any one of them, independently of the other(s), or by all acting together for the purpose of the foreclosure action, including but not limited to, any and all pleadings, filings, court documents, or reports mandated by the Maryland Rules and/or local custom and court appearance

Tax ID #03-3094232

IN TESTIMONY WHEREOF, Deutsche Bank Trust Company Americas as Trustee for
RALI 2006-QS6, has on the 12th day of December, 2012, caused the present
to be signed by Steven F. Iwanyshyn Authorized Officer For The Attorney in Fact (title).

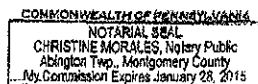
DEUTSCHE BANK TRUST COMPANY AMERICAS AS
TRUSTEE FOR RALI 2006-QS6

By: [Signature]
Name Steven F. Iwanyshyn
Title: Authorized Officer
Residential Funding Company, LLC
S/k/a Residential Funding Corporation
Attorney in Fact

STATE OF Pennsylvania
CITY/COUNTY OF Montgomery, to-wit:

On the 12 day of Dec, 2012, before me, a Notary Public,
personally appeared Steven F. Iwanyshyn, who proved to me on the
basis of satisfactory evidence to be the person(s) who name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal



[Signature]
Notary Public Christine Morales
My Commission Expires: _____
(SEAL)

THIS IS TO CERTIFY that the within instrument was prepared by or under the
supervision of the undersigned, an Attorney duly admitted to practice before the Court of
Appeals of Maryland

[Signature]
Laura D Harris, Esq. Esquire

AFTER RECORDATION RETURN TO:
Samuel I White, P C
5040 Corporate Woods Drive, Ste 120
VA Beach, VA 23462

Tax ID #03-3094232

EXHIBIT E

IN THE CIRCUIT COURT FOR PRINCE GEORGE'S COUNTY, MARYLAND

JOHN E. DRISCOLL, III, ET AL

Substitute Trustees
Plaintiffs

v

Civil Action No.

CHARLES C. HEYWARD
Defendant(s)

AFFIDAVIT PURSUANT TO MARYLAND RULE 14-207

The undersigned Substitute Trustee, does hereby affirm under penalty of perjury and makes an oath in due form of law that to the best of his/her knowledge, information and belief and based upon the Deed of Trust loan Holder's or Servicer's business records kept in the ordinary course of business that have been provided to the undersigned that:

- 1 The copy of the Deed of Trust filed with this Order to Docket as Exhibit C is a true and accurate copy of the original. If applicable any personal and/or private information has been redacted as noted on the document
- 2 The copy of the Substitution of Trustee filed with this Order to Docket as Exhibit D is a true and accurate copy of the original

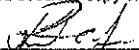

Robert A. Jones, Esquire
Attorney for Substitute Trustee
5040 Corporate Woods Drive Ste 120
VA Beach, VA 23462
(757) 490-9284

EXHIBIT F

THE CIRCUIT COURT FOR PRINCE GEORGE'S COUNTY, MARYLAND

JOHN E. DRISCOLL, III, ESQ., et al
Substitute Trustees
Plaintiffs

v Civil Action No.

Charles C. Heyward
Defendant(s)

AFFIDAVIT OF DEFAULT and INDEBTEDNESS
Pursuant to Real Prop. Art., Sections 7-105.1(d)(1)(ii), Rule 14-207(b)(8)

I, Natasha Upson, the Default Specialist of Oowen Loan
Servicing, LLC (Oowen), the successor in interest to GMAC Mortgage, LLC
(GMACM), being of lawful age and being first duly sworn on oath, states as follows:

1. The Note secured by the Deed of Trust recorded among the land records of
Prince George's County, Maryland, in Liber 25249 at folio 532 is in default

2. The Plaintiff has the right to foreclose.

3. The default under the terms of the Note and Deed of Trust occurred on
January 2, 2010, when the defendant failed to make the installment payment due on
January 1, 2010, and each month thereafter

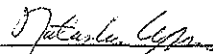
4. The amount due is as follows:

Principal balance	\$341,245.95
Interest from 12/01/2009 to 08/05/2013	\$75,298.50
Late Charges	\$2,363.02
Escrow Advances for taxes and insurance	\$22,849.82
Title Fees	\$250.00
Current Interest Rate 6%	
Total	\$441,807.39

I SOLEMNLY AFFIRM UNDER THE PENALTIES OF PERJURY AND UPON
PERSONAL KNOWLEDGE THAT THE CONTENTS OF THE FOREGOING PAPER
ARE TRUE.

Dated this the 7th day of August, 2013

Authorized Signer, Ocwen Loan Servicing, LLC as servicing agent for Deutsche Bank Trust
Company Americas as Trustee for RALI 2006-QS6

Signature: 

Name: Natasha Upson

Title: Authorized Signer

EXHIBIT G

THE CIRCUIT COURT FOR PRINCE GEORGE'S COUNTY, MARYLAND

JOHN E. DRISCOLL, III, ESQ., et al
Substitute Trustees
Plaintiffs

v

Civil Action No

Charles C. Heyward
Defendant(s)

AFFIDAVIT OF MAILING OF NOTICE TO INTENT TO FORECLOSE
Maryland Real Prop. Code § 7-105.1(d)(1)(ii)(2)

I, Melissa Mathias, the authorized officer of GMAC Mortgage, LLC
("GMACM"), being of lawful age and being first duly sworn on oath, states as follows:

1 A Notice of Intent to Foreclose was sent to the mortgagor or grantor and the record owner in accordance with Maryland Code Real Property § 7-105 1(c) by first class and certified mail, return receipt requested, on August 27, 2011.

2 An electronic copy of the Notice of Intent to Foreclose was sent to Maryland's Office of the Commissioner of Financial Regulations on 14 August 29, 2011.

3 At the time the Notice of Intent to Foreclose was sent August 27, 2011, the contents of the Notice of Intent to Foreclose were accurate

I SOLEMNLY AFFIRM UNDER THE PENALTIES OF PERJURY AND UPON PERSONAL KNOWLEDGE THAT THE CONTENTS OF THE FOREGOING PAPER ARE TRUE

Dated, this the 8th day of October, 2012

GMAC Mortgage LLC

Signature: Melissa Mathias

Name: Melissa Mathias

Title: Authorized Officer

not file

Doc Type: CMLC

GMAC Mortgage
3451 Hammond Avenue
PO Box 780
Waterloo IA 50704-0780

08/27/2011

CHARLES C HEYWARD
14120 BISHOP CLAGGETT COURT
UPPER MARLBORO MD 20772-0000

RE: Account Number
Property Address 14120 BISHOP CLAGGETT COURT
UPPER MARLBORO MD 20772

Dear CHARLES C HEYWARD

Pursuant to the Maryland Law (Real Property Article, §7-105.1(a), Annotated Code of Maryland), we are required to provide the enclosed information.

Review all documents carefully, as they contain important information regarding the mortgage securing the above property. If you wish to explore available loss mitigation options, please complete and return the enclosed workout package with supporting documentation.

Please Note:

This is an attempt to collect a debt and any information obtained will be used for that purpose.

If you have filed for bankruptcy and your case is still active or if you have received an order of discharge, please be advised that this is not an attempt to collect a pre-petition or discharged debt. Any action taken by us is for the sole purpose of protecting our lien interest in your property and is not to recover any amounts from you personally. If you have surrendered your property during your bankruptcy case, please disregard this notice.

If you have any further questions, please contact the Loss Mitigation Department at 1-800-850-4622

Loss Mitigation Department
Loan Servicing

cc:file

Doc Type:00210

CHARLES C HEYWARD
14120 BISHOP CLAGGETT COURT
UPPER MARLBORO MD 20772-0000

VIA CERTIFIED MAIL RETURNED RECEIPT REQUESTED
TRACKING NUMBER: 7010 3090 0001 6144 9113

NOTICE OF INTENT TO FORECLOSE

(Mortgage Loan Default)

This Notice is Required by Maryland Law
(Real Property Article, §7-105.1(a), Annotated Code of Maryland)

You are at risk of losing the property described in this Notice to foreclosure. You are in default on your mortgage loan and if you do not pay what is owed, or otherwise cure your default, or enter into a loss mitigation agreement with us (such as a loan modification or other loss mitigation program) we may file a foreclosure action against the property upon the later of 45 days after we sent this notice to you or 90 days after your default.

You may be eligible for certain programs to avoid foreclosure, but you must submit the enclosed Loss Mitigation Application and required documents to your lender or servicer.

It is recommended that you seek housing counseling services. Call the Maryland HOPE Hotline at 1-877-462-7555 or go to www.MDHOPE.org for information on housing counseling.

Attached is a list of state and federal foreclosure-related resources available to help you.

Please follow the instructions that are outlined below.

Instructions

- ☐ Read this entire Notice carefully and act immediately.
- ☐ For more information about your loan status contact Maria Martinez at 214-874-2581.
- ☐ Either: (i) pay the amount noted below that is required to reinstate your loan and/or otherwise cure your default in the manner identified below, or (ii) complete the enclosed Loss Mitigation Application according to its instructions.

If you complete a Loss Mitigation Application:

- Mail your completed Loss Mitigation Application to your lender or servicer in (or at the address on) the preprinted envelope provided AS SOON AS POSSIBLE.

- Be sure to include copies of all required documentation.

Keep for your records a copy of your Loss Mitigation Application and accompanying documents, your mail receipt confirmation, and your date of mailing.

see typenote

If you have already sent a loss mitigation request to your lender or servicer, please call your lender or servicer at the number above to confirm the status of your request.

Beware of anyone offering to "save" your home or who seeks an upfront fee before providing assistance. Free resources are available at the Maryland HOPE Hotline at 1-877-462-7555 or go to www.MDHOPE.org.