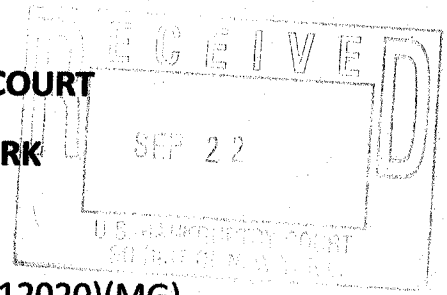


**THE UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

**In re) Chapter 11
RESIDENTIAL CAPITAL, LLC, *et al.*) Case No. 12-12020)(MG)**



MOTION TO ALLOW LATE FILED CLAIM TO BE TREATED AS TIMELY FILED

Now comes the mortgagee, Michael Dockery, (hereafter "Dockery") is pro se, in this matter, and respectfully requests to allow his late file to be treated as timely filed. In support of this motion the mortgagee submits the following:

1. The mortgagee, Michael Dockery, filed a law suit against then GMAC Mortgage, (hereafter "GMAC") in the Plymouth County Superior Court, Docket No. PLCV2007-01433,
2. There was a trial held and the jury returned a verdict in favor of GMAC on the issues presented, which included terms of the mortgage and whether or not the terms were violated by Dockery,
3. Dockery appealed the adverse verdict and filed a timely notice of appeal still pending.
4. During the appeal process, Dockery discovered some additional information in the form that allowed Dockery to file for Relief from



- Judgment , due to fraud on the part of the attorney's representing
GMAC, who had mislead the court on critical document disputes, which
would change the decision of a jury, if said information was known at
the time of trial and presented,
5. Dockery's Rule 60(b) Motion for Relief of Judgment is before the
Plymouth Superior Court, Docket No. PLCV2007-01433, and currently on
stay, pending the outcome in the matter of Residential Capital LLC, who
is the parent company of GMAC, in particular, a mortgage in which
Dockery is the Mortgagee with pending litigation in state court.
 6. Attorneys representing GMAC or appearing in state court submitted a
Motion to the Plymouth county Superior Court in opposition to
Dockery's Motion for relief from Judgment ,(attached hereto),
 7. Residential Capital, LLC. Filed the instant Bankruptcy, sold the asset to
Ocwen Loan Servicing, LLC, who sold it to 21st Mortgage, who is ignoring
the state litigation and making attempts to foreclose on the property,
now in the possession of Dockery.
 8. Residential Capital LLC, failed to notify the court of this pending
litigation involving GMAC and reported to the Plymouth Superior Court,
through their attorneys, that the property is before the US Bankruptcy

Court, Docket No. 12-12020. The attorney representing GMAC notified the trial attorney who represented Dockery at the trial. That attorney was not Dockery's attorney of record and Dockery was not being advised by any attorney during the period of the establishment of the court's bar dates.

9. Dockery therefore missed the bar date, due in part to the Superior Court order to stay the matter pending the results of the Bankruptcy conclusion.
10. Dockery followed the state court order to stay his pending pleading and the attorneys represented to the court that the property was in the bankruptcy stages, but neglected to inform the state court that their client, Residential Capital LLC, is representing that their company sold all the property with an understanding that the said properties, including Dockery's property located at 255 Court St, Brockton, Mass. 02302, under loan number 5901-0000-0601340930, was purchased by Ocwen Mortgage Servicing, LLC, free and clear of all actions against the property or GMAC. (See attached order to stay proceedings)
11. The attorneys of 21st Mortgage, filed foreclosure documents and sent notices to the tenants in the property, owned by Dockery, requesting

that the tenants move out immediately and that the property was being foreclosed. (See attached notice to tenants)

12. Dockery discovered that if the Bankruptcy Court was not made aware of the state pending litigation, the Bankruptcy Court would not be aware and allow Residential Capital LLC, to include Dockery's property in the Bankruptcy as "free and clear" and in affect make his case against GMAC Mortgage in state court a moot issue, violating the Due process Rights of Dockery.

13. The attorneys for 21st Mortgage, the new owner of the mortgaged property held by Dockery has represented to Dockery that they intend on foreclosing, despite the pending litigation, citing that the property was purchased through the Bankruptcy, free and clear and there is not successor agreement for Ocwen Mortgage Servicing, LLC, to honor pending litigation that was against GMAC, prior to and after their purchase of the properties.

14. Dockery was unaware that he had to make a claim in the Bankruptcy proceeding and although the attorneys for 21st Mortgage, was aware of the pending litigation, they failed to notify or inform the Bankruptcy

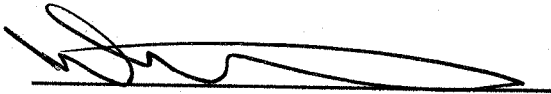
court of the pending litigation that was in "stay" status pending the outcome of the Bankruptcy.

15. As a result of the attorneys actions or inactions, Dockery risk losing his property, without Due Process and the new mortgage company, ignoring the pending litigation, gets to foreclose on the property because Dockery asserted his rights by filing an action against GMAC for mortgage breach of contract due to fraud.
16. The mortgage title holders, had refused to accept payments from Dockery, now being held in escrow and refuse to resolve the issue or make a reasonable agreement to resolve the matter.
17. This Bankruptcy Court should allow Dockery's late filing of claim as a matter of fairness, wherein Dockery followed the state court order to stay the proceedings, which were pending prior to Residential Capital LLC, purchase and filing of Bankruptcy and where there was excusable neglect and in fairness
18. Dockery has not been represented by an attorney during any of the proceedings and the state court order was controlling his decision on proceeding with the litigation against GMAC.

19. Dockery complied with the state court order to "check in" every six months to see if the Bankruptcy would be resolved in order to proceed on the state litigation and Residential Capital LLC, attorneys represented to the court that the issue was not resolved and still pending in the Bankruptcy process, leaving Dockery with uncertainty and his property in jeopardy.

20. Dockery submits his affidavit hereto in support of allowing him to file his untimely claim.

Respectfully Submitted,

A handwritten signature in black ink, appearing to be "Michael Dockery", written over a horizontal line.

Michael Dockery, Pro Se

THE UNITED STATES BANKRUPTCY COURT

SOUTHERN DISTRICT OF NEW YORK

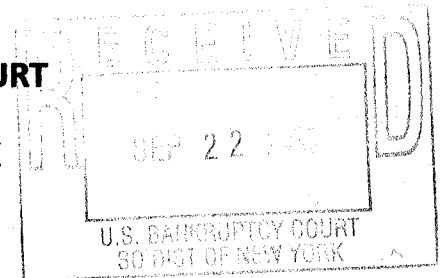
In re

)

Chapter 11

RESIDENTIAL CAPITAL, LLC, *et al.*,)

Case No. 12-12020)(MG)



**Plaintiff Affidavit in Support of motion to allow filed claim to be treated as
timely filed**

- On Aug 16 2005 Plaintiff, Michael Dockery and my wife, Marilyn Dockery executed a note and mortgage in the original amount of \$348,000 on the property located at 255 Court Street in Brockton, Massachusetts. On the Closing Date the annual hazard insurance was \$2,934 which was paid in full and proof was given.
- After the closing date, I tendered monthly payment to GMAC pursuant to my mortgage coupons, which included principle, interest and escrow funds for taxes and insurance
- Although the property was fully insured, GMAC purchased forced placed insurance on the property and charged me for the additional funds which increase the loan and the monthly payments.
- I attempted to give proof of insurance, and mortgage agreement, but GMAC refuse, and continued to put forced place insurance on the property.
- GMAC reported to the credit bureaus that I wasn't making payments, and that the property was being foreclosed, GMAC also refuse my monthly payments.
- Every time I tried to make a payment in good faith, GMAC refused it.
- After multiple attempts to resolve the issue with GMAC, it didn't work, so I contacted the Massachusetts Division of Banking.
- The Massachusetts Division of Banking investigated the matter between both parties saw all the evidence and proof.
- GMAC conceded to the Massachusetts Division of Banking that it would take my property out of foreclosure, fix my credit and show the loan as being current.

- Although GMAC made all those claims to the state agency the never fulfilled that agreement.
- On November of 2007 a lawsuit was filed against GMAC.
- On September 2011, one day before the trial GMAC Mortgage attorney filed a Motion call all my evidence hearsay.
- Although the judged claimed he read the summary judgment report, he never took notice that the defendant admitted the messed up my credit report and that they would also take the property out of foreclosure, the judge didn't rule on the motion and also didn't allow me to mention or show all the evidence regarding my credit and foreclosure.
- The defendant GMAC Mortgage never told the judge that they had made an agreement with a stated agency to do certain things which they required by law to announce any agreement with a government agency with the court.
- At trial GMAC told the judge and the jury that there was never any issues regarding my credit or foreclosure, and once they found out the property had insurance on the property the force place insurance was dropped.
- The trial was won by the defendant on all counts.
- After the trial a credit report was ran, which prove the defendant deceived the judge and the jury.
- A Rule 60 B Motion was file by me, Pro se Michael Dockery for the issue of fraud.
- In May 2012, defendant, GMAC, filed for bankruptcy
- In June of 2012 I received an order from the court stating all action regarding a pursuit of my case is on automatic stay.
- Within every 6 month I would notify the court that GMAC is still in bankruptcy and I'm still interested in pursuing the case once they're out of it.
- In January of 2013 my tenants told me on several occasion employees of 21st mortgage would come by the property and tell them, they would have to find a place to live because the property was being foreclosed on. The person also left a letter.
- Although GMAC/Rescap and 21st Mortgage knew that there were ongoing litigation regarding this property they did not notified me or the court

regarding the new owner of the property or the status on the case, even though they had the court and my contact information.

- It was by this letter that I found out who the new owners of the loan was and I called them afterward.
- After multiple phone conversations and mails from 21st mortgage and its attorneys, they gave the impression that the bankruptcy was over, so I requested a status hearing regarding the case.
- Before the status hearing on March 20 2014, 21st mortgage kept on harassing me and my tenants, so I sent them a letter explaining that they're violating the Automatic stay that was imposed by the court.
- At the status hearing on March 20, between Myself, Clerk Magistrate Adam Baler, and 21st Mortgage, 21st Mortgage Attorney claim that GMAC Mortgage no longer exist and he was there representing his clients interest in this lawsuit.
- After representing that GMAC/Rescap no longer exist, on May 14th 2014, 21st Mortgage attorney finally answered my complaint, but when he answered it he stated GMAC/Rescap was still in bankruptcy and that I had missed the bar date, and also 21st mortgage had no Successor Liability in this matter.
- I told the Clerk Magistrate, and 21st Attorney, I had received a noticed from the court barring anyone from interfering with the case by an impose automatic stay, and the court also have to be notified within every 6 months if an individual want to pursue the case, which I did.
- On July 2 2014, Plymouth Superior Court Judge verified that the bankruptcy is still ongoing and he would not act on this case until receive something official from the bankruptcy court stating that the bankruptcy, or any other information showing that this case is over before he would deal with this issue of the rule 60 b regarding fraud.
- In the mean-time I have tried to work out a deal with 21st mortgage regarding pay the mortgage but they have refused to deal with me, regarding this issue. They have stated on several occasions that I would have to drop the lawsuit and sign paperwork stating that no fraud was committed and I have no interest in a lawsuit.

- I have sent 21st Mortgage a check for the mortgage and they refused the money, and sent it back.
- They have also refused to pay the insurance on the property, which I am currently paying in good faith.
- Despite all the hostility and them refusing to accept the mortgage payment from me, unless I drop the lawsuit, I have create an escrow account with the monthly mortgage payment in it, until the case is resolved.
- As of this date, September 16, 2014, we are still waiting on a resolution.

Commonwealth of Massachusetts

PLYMOUTH, SS.
COUNTY

SUPERIOR COURT DEPARTMENT

CIVIL ACTION NO.: 07-1433A

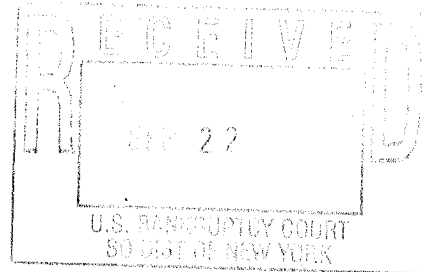
Michael Dockery,

Plaintiff,

v.

GMAC Mortgage, LLC,

Defendant



AFFADAVIT OF PLAINTIFF, MICHAEL DOCKERY PRO, SE IN SUPPORT OF THE
MOTION FOR RELIEF FROM JUDGMENT.

NOW COMES PLAINTIFF, Michael Dockery, in the above-captioned matter and states under the pains and penalties of perjury the following facts to support his Motion for Relief from Judgment.

Affidavit

- I Michael Dockery, the plaintiff in this case against the defendant, GMAC.
- On or about August 16, 2005(the Closing Date), I executed a Secured Promissory Note (the Note) in the original principal amount of Three Hundred Forty-Eight Thousand (348,000) Dollars. The Note was secured by a Mortgage recorded against the real property located at 255 Court Street, Brockton, Massachusetts.
- On the Closing Date, Plaintiff annual hazard insurance was \$2,934, as evidenced by Vargas & Vargas ("Agent") proof of insurance for the property from October 31,2004 to October 31,2005, which shown the policy was paid in full with a copy of the check. (see exhibit 1& 2)
- Despite the fact that GMAC was in charge of my escrow account and the Property was insured through October 31, 2005, in September 2005 GMAC purchased forced placement insurance and charged to it to my account for \$4,019 for the purchase of the forced placement

insurance. GMAC purchased the Plan under the falsity that I failed to provide GMAC with proof of insurance. At all times I had maintained insurance on the Property and GMAC was in charge of my escrow account for that property.

I made multiple attempts, to no avail, to resolve this error directly with GMAC's customer service department. I received a letter from the defendant dated September 22, 2005 asking for proof of insurance. Pursuant to that letter, I called the "help line" number on the letter and told the assistant that I had an insurance policy in force until October 31, 2005 that was self-renewing, and that they should contact my agent, Vargas and Vargas, as per the closing documents.

- I again, received a letter from the defendant dated November 6, 2005 again asking for proof of insurance. Pursuant to that letter, I called the "help line" number on the letter was told by the assistant that "sometimes it takes the system a while to catch up, just pay the coupon amount" and to disregard the letter.

- I began to receive forced placement insurance notices and default notices again until Vargas and Vargas sent GMAC a bill for the November 1, 2006 to October 31, 2007 policy, which GMAC paid in full.

- On January 2007 GMAC refused my monthly mortgage payment, there reason was that I was in arrears and a shortage, therefore the loan was being escalated to foreclosure. (see exhibit 3)

- January 2007 I found out from GMAC the reason why they were refusing my mortgage was because they claimed I didn't have insurance on the property, so they placed a Force Place Insurance on the property which caused my escrow account to have an arrearage and shortage.

- January 2007, Vargas and Vargas faxed over proof of Insurance for all the years GMAC claimed that the property wasn't covered, plus the November 2006 to October 2007 bill that GMAC had just paid.

- In January 2007, I tried to buy another property but I was denied the loan, the reason the mortgage lender told me was "due to my derogatory credit from my continuing late payment to GMAC ". (See exhibit 4 &5)

- In January 2007, I lost my credit line that I had with Bank of America, due to the derogatory card I had with GMAC. (See exhibit 6)

- Spoke to the help line at GMAC regarding the late payments on my credit report, they

told me the reason why there were late payment on my credit report, was based on the fact that GMAC was using my mortgage payment to supplement the Force place insurance, which made the payment short and that why the credit report had those late payments on it.

- I tried to resolve the issues of force place insurance and my derogatory credit on my own with GMAC ,I sent proof of my Insurance binder, the check from the previous year's closing, my current credit report, and they wouldn't acknowledge me.
- Despite assurances, GMAC indeed placed the supplemental policy on my property for a second consecutive year in September 2006. GMAC purchased the policy despite its acknowledgement of appropriate coverage as evidenced by letter from GMAC dated February 8, 2007. (see exhibit .7 &8)
- GMAC has had proof that 255 Court Street was indeed insured from the closing date until October 2007. It appears that the department that mailed the letters and the department that took the telephone calls were not communicating. GMAC was aware that my insurance agent was Vargas and Vargas the entire time, and never attempted to contact them for information on this annually renewing policy. (See Exhibit .1)
- After the February 8, 2007 acknowledgement, I attempted to resume payments in accordance with my obligation. Incredibly, my payments were rejection by GMAC due to the delinquent charge overruns created by the erroneous "supplemental" policy. In fact, there are several examples of this unfair treatment and miscommunication between departments. GMAC began foreclosure proceedings on the property. (See exhibit 9)
- Despite the letter of clarification from the Defendant, still the different internal departments within GMAC weren't communicating with each to update their system with my account information.
- In February 2007 I wrote the President of GMAC and also the Insurance Department to voice my concerns and they still didn't take my issues seriously a copy of the letter was also sent to Mass Division of Banking.
- In February 2007 I had to hire a lawyer Linda Champion in order to get some resolutions.
- In February 2007 I contacted The Massachusetts Division of Banking because GMAC was still acting in bad faith in resolving these issues. (see exhibit .10)
- Multiply phone calls, faxes and letters were made and sent between myself, Linda Champion and GMAC to resolve these issues.
- While my lawyer Linda Champion was dealing with GMAC to resolve the issues, I was also working with the mass division of banking rep Michael Tumsaroch, we exchange multiply

phone calls and letters to help assist me in this matter.

- In an effort to bring a conclusion to the issues and claims between me and GMAC, Mr. Tumsaroch from the Massachusetts Division of Banking made phone calls, sent and received letters from both parties dealing each claim.
- March 7 2007, after the due diligent investigation by Linda Champion into the escrow account and mortgage payment, a letter detailing the account history was sent to GMAC and Mass Division of Banking. Several documents were sent to both parties which help back up my claims, my credit report, denial letter from bank of America, Mortgage loan denial letter, copy of paid in full check for insurance for the entire year, etc.
- April 12, 2007 After multiply phone conversations and paperwork between Plaintiff Attorney Linda Champion and Theresa M. Darst and the helpline staff of GMAC an agreement was made, GMAC agree to re-credit Plaintiff escrow account, take the property out of foreclosure, and repair my Credit Report to reflect no late payments, etc. This agreement was never carried out by the defendant, which is in writing. **(see exhibit .11)**
- April 17, 2007, after the Division of Banking thorough investigation in both claims, GMAC acknowledgement that they made numerous errors on my account, GMAC made multiply concessions to the state, which includes cease of foreclosure, amend credit report to reflect no late payments. **(See exhibit 12)**
- July 7, 2009, Defendant filed summary judgment motion, with brief and affidavit for Summary Judgment.
- July 7 2009, GMAC Mortgage, LLC memorandum of law in support of its motion for Summary Judgment, (page13), Defendant stated "Many of Plaintiff's allegations against GMAC relate to the fact that negative information was furnished to various credit reporting agencies but GMAC was entitled to do so per the terms of the contract".
- July 7, 2009, Affidavit of Scott Zeitz in support of defendant GMAC Mortgage, LLC motion for summary judgment, Mr Zeitz states, GMAC will fully refund Plaintiff escrow account, waive all foreclosure fees, amend credit report to reflect that no late payments were received from October 21, 2006 through April 2007, upon receipt of reinstatement funds.
- April 7, 2010, Deposition of Michael Dockery, I, with my counsel Keith Slattery, and for the Defendant GMAC, Attorney Ms. MCKelvey .
- April 7, 2010, During the Deposition, Defendant attorney Ms. MCKelvey asked me a majority of the question that revolved around the documents that were sent to GMAC and the

Mass Division of Banking i.e(My credit report, denial letter from bank of America, Mortgage loan denial letter), my dealings with the State division of banking, and that fact GMAC offered to re-credit my account and fix my credit. **(see exhibit .13)**

- April 7, 2010, During the Deposition,(page 283-284) Defendant attorney Ms. MCKelvey stated

Q. After their records reflect that they received proof of insurance, October 31, 2006 and they also offered to amend your credit to reflect no late payments received after October 31, 2006; is that right?

A. Yeah

Q. And they further agreed they will remove the fees, and that they will—payments received from October 31 to the present will reflect as timely made so that would have removed any negative credit reports on all of those payments?

A. Yeah

Q. But your issue with this offer, if I understand what you're saying, is that the numbers listed after that paragraph are incorrect?

A. Incorrect

- One business day before the start of the trial September 23, 2011, Defendant GMAC filed a motion in Limine to preclude any reference to my credit score, credit history and or denial of loan applications on the basis of hearsay. The court never took notice of the affidavit where the defendant agent admitted to certain facts that were undisputable. **(See exhibit 14)**

- Sept 26, 2011, Defendant never told the judge about the agreement that GMAC had made with official state office that investigate the incident The Massachusetts Division of Banking and that part of the agreement was to reinstate Plaintiff credit information.

- Sept 26, 2011 GMAC Counsel deceive and misrepresented credited information to the judge, GMAC Council Mr. Febella claimed it was GMAC first time receiving certain documents regarding my credit information, and that some of the documents were clear in its information.

- Sept 26, 2011, the documents that Mr. Febella misrepresented as hearsay were the same documents that were given to GMAC and the Mass Division of Banking when the initial investigation took place, the same documents that Defendant council read from during my deposition, which they made the agreement to restore my credit and take the property out of foreclosure.

- The defendant admitted that they made the error in a letter prior to trial in response from a state agency and they had agreed to correct the error on my credit report. This agreement was

in writing and within an affidavit submitted to the court. It was not introduced at trial. The court failed to take notice that the defendant or their agent gave a sworn statement in the form of an affidavit about the facts and the defendant's actions and that the defendant agreed to correct the credit report.

- The affiant, an employee of the defendant, failed to come to court even though I had my lawyer tried to get an address from the defendant to send a subpoena for that witness to appear before the court. The defendant claimed that the affiant no longer worked for the company on the day of trial.

- At trial my attorney, Mr. Slattery asked the judge "Yes. Your Honor, are you familiar with the case or would you like a brief back?"

The Court answered "I read the summary judgment motion so I think I have some grasp of it."
(See exhibit 15)

- The judge did not rule on the motion to preclude any reference to the plaintiff's credit score, credit history, or denial of loan application on the basis of hearsay, therefore every time I tried to present evidence about my credit or foreclosure, GMAC would object to it. (See exhibit 16)

- Peter Knapp, an attorney and also the Keeper of the Records for GMAC was allowed to testify, and mislead and deceived the judge and jury, regarding GMAC call log, my credit, foreclosure, the reinstatement figures that GMAC constantly got wrong and other vital information, because my evidence from the state agency, and other companies regarding my credit was not allow to be discussed on my behalf. (See exhibit 17)

- Peter Knapp testified that GMAC call log recorded every fax, letter, and phone calls made on a customer's behalf, and I didn't contact them until (Nov 06) 13 months later base on their call log, but GMAC Rep Theresa M. Darst letter to my attorney, contradicted their own timeline. (See exhibit 11), also the letters, faxes, and phone call from the Mass Division of Banking and attorney Linda Champion proves that he was making a false statement, but I could not present my evidence because GMAC called it hearsay.

- Keeper of the Records for GMAC Peter Knapp, testified that there were never any issues regarding foreclosure, incorrect escrow funds, or credit damage to me, and once GMAC found out that I had insurance on the property they re-instate my account and I was all set, back

in good standings. (see exhibit 17)

- On December 5th 2011, I tried to buy another property and I was denied financing due to my derogatory credit from GMAC, which is listed in the new credit report that was ran, which contradict the testimony of Peter Knapp and the agreements that was made between the Massachusetts Division of Banking and GMAC and me. Although GMAC told the Mass Division of Banking that they would stop report the wrong information to the credit bureau, GMAC continued after the fact. (see exhibit 18)

I feel that the trial was unfair and denied my rights because the court allowed testimony from the defendant employee witness who had no personal knowledge of the facts and had not worked the capacities for which he testified.

I also believe that the court should allow me relief from judgment ,a new trial and a fair trial after my relief from judgment, because justice was not done and in fairness the evidence of the facts were not presented in a fair manner, as stated in my motion and the laws of the Commonwealth.

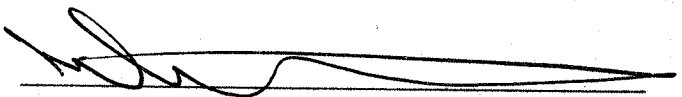
Signed under the pains and penalties of perjury:

Dated: March 28, 2014

Respectfully submitted.

Micahel Dockery

Plaintiff,

A handwritten signature in black ink, appearing to read 'Micahel Dockery', is written over a horizontal line.

COMMONWEALTH OF MASSACHUSETTS
PLYMOUTH COUNTY

SUPERIOR COURT

MICHAEL DOCKERY
Plaintiff,

v.

GMAC MORTGAGE, LLC
Defendant.

C.A. No. PLCV2007-01433-B

SEP 22

U.S. BANKRUPTCY COURT
SO DIST OF NEW YORK

DEFENDANT'S STATEMENT OF REASONS IN SUPPORT
OF ITS OPPOSITION TO PLAINTIFF'S MOTION
FOR RELIEF FROM JUDGMENT

21st Mortgage Corporation, on behalf of Defendant GMAC Mortgage, LLC, in support of its Opposition to the *Pro Se* Plaintiff's misguided and unlawful Motion for Relief from Judgment submits the following Statement of Reasons:

1. On August 16, 2005, the Plaintiff and his wife, Marilyn Dockery, executed a Note and Mortgage in the original principal amount of \$348,000 (the "Mortgage Loan") relative to the real estate and improvements that they jointly own located at 255 Court Street in Brockton, Massachusetts (the "Mortgaged Property").
2. The Mortgaged Property is a three-family residence. The Plaintiff does not live at the Mortgaged Property (indeed, it is questionable whether he *ever* lived there). He collects the rents from the tenants there and has done so since at least 2006, when he stopped making payments under the Mortgage Loan.
3. In November 2007, the Plaintiff, through his then counsel of record, initiated the subject action against Defendant GMAC Mortgage, LLC ("GMAC Mortgage"),

claiming that GMAC Mortgage breached the terms of the Mortgage Loan and alleging that GMAC Mortgage had engaged in conduct that violated M.G.L. Chapter 93A. At the time that the suit was commenced, GMAC Mortgage was the servicer of the Mortgage Loan.

4. The Plaintiff's Complaint sought money damages only against GMAC Mortgage. The Plaintiff sought damages from GMAC Mortgage for GMAC Mortgage's *acts and omissions* in servicing the Mortgage Loan from 2005 to 2007. There are no claims for equitable relief in this action.
5. The case went to trial before a jury in Plymouth County Superior Court in September 2011. A verdict was rendered in favor of GMAC Mortgage and against the Plaintiff on all counts.
6. Subsequent to the trial, GMAC Mortgage and its parent company, Residential Capital, LLC ("ResCap"), filed for Chapter 11 bankruptcy in the United States Bankruptcy Court for the Southern District of New York on May 14, 2012. Accordingly, the Plaintiff's claims against GMAC Mortgage became subject to the automatic stay and the Bankruptcy Court's claims process in the ResCap / GMAC Mortgage bankruptcy proceeding.
7. The Plaintiff, through his then counsel of record at the time (Dilday and Associates, LLC of Boston, Massachusetts), was on the service list in the ResCap / GMAC Mortgage bankruptcy proceeding. The Plaintiff received notice from the Debtors' Claims and Noticing Agent of the Proof of Claim process as to GMAC Mortgage in Bankruptcy Court, as well as the Bar Date for claims against the bankruptcy estate.

8. The Case No. for GMAC Mortgage's jointly administered bankruptcy in the United States Bankruptcy Court for the Southern District of New York is 12-12020-mg. As of today's date, the bankruptcy proceeding **is still open and pending**.
9. On June 6, 2012, trial counsel for GMAC Mortgage filed a Notice of Bankruptcy and Effect of Automatic Stay with this Court.
10. On June 11, 2012, this Court (Gaziano, RAJ) issued an Order staying this action until further order of this Court.
11. On November 21, 2012, the Bankruptcy Court in for the Southern District of New York entered two (2) Orders: (i) approving the sale of all of the loans out of the ResCap Bankruptcy to Berkshire Hathaway, Inc.; and (ii) approving the sale of all of GMAC Mortgage's servicing rights to Ocwen Loan Servicing, LLC ("Ocwen").
12. True and correct copies of the Bankruptcy Court's Order and the Court-approved Asset Purchase Agreement between Ocwen and the bankrupt companies are attached hereto as Exhibit A.
13. Pursuant to the Court's Order and the terms of the Asset Purchase Agreement, Ocwen did not assume any of the liabilities of GMAC Mortgage in its servicing of any loans, including the Plaintiff's Mortgage Loan. The Order provides on page 2 that Ocwen bought the assets of GMAC Mortgage "free and clear of all Claims." "Claims" are defined in the Order and the Asset Purchase Agreement as "any right to payment" from GMAC Mortgage, "whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, known or unknown." Similarly, the Order at

Paragraph 23 on page 27 states that Ocwen has no successor liability for any claim against GMAC Mortgage that pre-dates November 21, 2012.

14. Any claims that the Plaintiff asserted against GMAC Mortgage in this action were "Claims," as defined in the Order and the Asset Purchase Agreement, and they remained in the claims process of the ResCap / GMAC Mortgage bankruptcy. Any potential liability for the Plaintiff's claims against GMAC Mortgage was not assumed by Ocwen.
15. The Plaintiff's Mortgage Loan was one of the loans acquired by Berkshire Hathaway, Inc. out of the bankruptcy estate, and the servicing of the Plaintiff's Mortgage Loan was acquired by Ocwen out of the bankruptcy estate.
16. In accordance with the transactions described above, the Plaintiff's Mortgage Loan was assigned by Mortgage Electronic Registration Systems, Inc. to Ocwen by an Assignment of Mortgage dated August 15, 2013. A true and correct copy of the Assignment of Mortgage from MERS to Ocwen Loan Servicing, LLC was recorded in the Plymouth County Registry of Deeds on September 6, 2013 at Book 43579, Page 221, and is attached hereto as Exhibit B. Thereafter, Ocwen assigned the Plaintiff's Mortgage Loan to 21st Mortgage Corporation by Assignment dated November 4, 2013. A true and correct copy of the Assignment of Mortgage from Ocwen to 21st Mortgage Corporation was recorded in the Plymouth County Registry of Deeds on November 12, 2013 at Book 43814, Page 198, and is attached hereto as Exhibit C.
17. 21st Mortgage Corporation presently owns the Mortgage Loan, and is the holder of the Note and the Mortgage.

18. 21st Mortgage Corporation contacted the Plaintiff in 2013 to collect amounts due and owing under the Mortgage Loan, as the Plaintiff has been consistently in default thereof since 2006. Despite not paying the real estate taxes, insurance or debt service on the Mortgaged Property for over eight (8) years, the Plaintiff has continuously collected and enjoyed the rents from the tenants at the Mortgaged Property.
19. Inexplicably – and in clear contempt of the Orders of the United States Bankruptcy Court for the Southern District of New York and of this Court – the *Pro Se* Plaintiff has apparently represented to this Court that the bankruptcy of GMAC Mortgage has recently concluded and that this Court should now consider his Motion for Relief from Judgment.
20. 21st Mortgage, as the current owner of the Mortgage Loan, has authorized the undersigned counsel to appear in the name of GMAC Mortgage, in order to apprise this Court that the stay remains in full force and effect and that the sole and exclusive forum for the Plaintiff to pursue his claims against GMAC Mortgage is the United States Bankruptcy Court for the Southern District of New York in Case No. 12-12020-mg (Jointly Administered).
21. The undersigned counsel indicated to the *Pro Se* Plaintiff in writing, by correspondence dated April 23, 2014, that Plaintiff's proposed Motion for Relief from Judgment was improper, unsupportable under the law, disingenuous and violative of the automatic stay in effect. The undersigned counsel also indicated to the *Pro Se* Plaintiff in that letter, that the Defendant would seek its legal fees incurred in having to oppose Plaintiff's specious Motion. Nonetheless, the Plaintiff chose to serve the undersigned counsel with the Motion for Relief from Judgment, as well as a

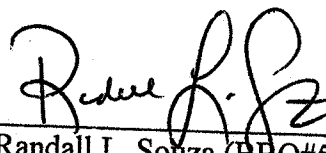
supporting Memorandum of Law, an Affidavit of Michael Dockery and voluminous exhibits, all pursuant to Superior Court Rule 9A.

WHEREFORE, 21st Mortgage Corporation, on behalf of Defendant GMAC Mortgage, LLC, requests that this Court: (i) DENY Plaintiff's Motion for Relief from Judgment; (ii) order that the Plaintiff is barred from filing any motions or other documents with this Court in this action and that the exclusive forum for the Plaintiff to pursue his claims against GMAC Mortgage is the United States Bankruptcy Court for the Southern District of New York in Case No. 12-12020-mg (Jointly Administered); (iii) award 21st Mortgage Corporation its attorneys' fees incurred in opposing Plaintiff's spurious Motion for Relief from Judgment; and (iv) issue such other and further relief as it deems just and appropriate.

21ST MORTGAGE CORPORATION, as holder of
the subject loan and on behalf of the named
Defendant,

GMAC MORTGAGE LLC,

By its attorneys,



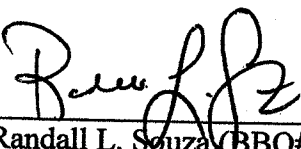
Randall L. Souza (BBO#552216)
SHECHTMAN HALPERIN SAVAGE, LLP
1080 Main Street
Pawtucket, RI 02860
(401) 272-1400
(401) 272-1403 (fax)
rsouza@shslawfirm.com

Dated: May 14, 2014

CERTIFICATE OF SERVICE

I hereby certify that on this 14th day of May 2014, I caused an original and a true and accurate copy of the within *Statement of Reasons in Support of the Defendant's Opposition* to be served on the *Pro Se* Plaintiff via first-class mail, postage prepaid to:

Michael Dockery, *Pro Se*
46 Sharon Street
Brockton, MA 02302


Randall L. Souza (BBO# 552216)

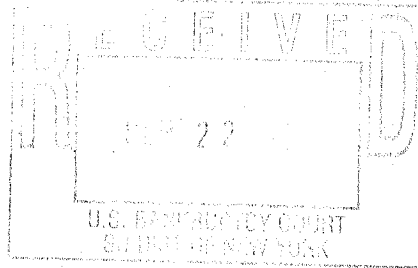
Commonwealth of Massachusetts
County of Plymouth
The Superior Court

Civil Docket **PLCV2007-01433B**

Plymouth, ss.

RE: Dockery v GMAC Mortgage LLC

TO: Michael Dockery
46 Sharon Street
Brockton, MA 02302



CLERK'S NOTICE

This is to notify you that in the above referenced case the Court's action on **07/02/2014**:

RE: Plaintiff Michael Dockery's MOTION to Vacate judgment, Memorandum of Law in Support, Affidavit of Michael Dockery in support; Defendant's Opposition, Statment of Reasons in support; Exhibit List

is as follows:

Motion (P#61) As the defendant represents that the bankruptcy of GMAC Mortgage remains before the US Bankruptcy court and that that Court's "stay remains in full force and effect," this court takes no action, nor shall it, abort the filing of documentation from the bankruptcy court clearly indictating that the proceedings there have concluded and that plaintiff's claims are properly before this court. The defendant's request for attorney's fees is denied at this time. (Cosgrove, J.). Notices mailed 7/2/2014

Dated at Brockton, Massachusetts this 2nd day of July,
2014.

Robert S. Creedon, Jr.,
Clerk of the Courts

BY:

Adam Baler
Assistant Clerk

Telephone: (508) 747-8565

Copies mailed 07/02/2014

Commonwealth of Massachusetts

PLYMOUTH COUNTY

SUPERIOR COURT DEPARTMENT

CIVIL ACTION NO.: 07-1433A

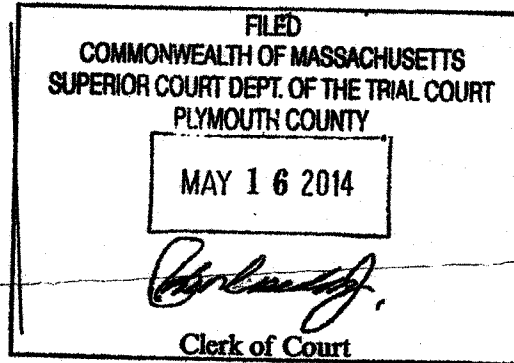
Michael Dockery

Plaintiff,

v.

GMAC Mortgage LLC,

Defendant



PLAINTIFF'S MOTION FOR RELIEF FROM JUDGMENT

NOW COMES Plaintiff, MICHAEL DOCKERY, in the above-captioned matter and, pursuant to Rule 60(b) of the Massachusetts Rules of Civil Procedure, respectfully moves this Honorable Court, for relief from the Judgment entered by the Court on, OCTOBER 6, 2011, on the grounds of mistake, inadvertence, excusable neglect or any other reason justifying relief from the operation of the judgment. As grounds in support of this motion Plaintiff refers to the Affidavit attached hereto and incorporated by reference herein, and his memorandum of law.

Dated: March 28 2014

Respectfully submitted.

Michael Dockery, Pro se

Telephone No.: 617-212-8141

7/2/14

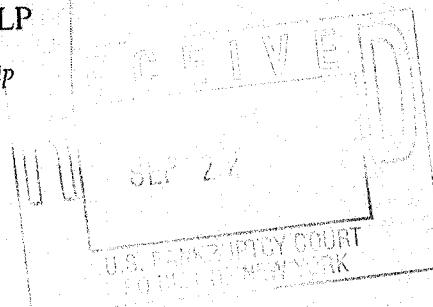
As the defendant represents that the bankruptcy of GMAC Mortgage remains before the US bankruptcy court and that that Court's "stay remains in full force and effect," this court takes no action, nor shall it, absent the filing of documentation from the bankruptcy court clearly indicating that proceedings there have concluded and that there are motions before this court.

7.2.14
cc: MD
KJ, RS

ATTORNEYS AT LAW
**SHS HALPERIN
SAVAGE, LLP**
A Limited Liability Partnership

Reply to: Pawtucket, RI office

June 19, 2014



Marilyn Dockery
255 Court Street
Brockton, MA 02302

Marilyn Dockery
46 Sharon Street
Brockton, MA 02302

9414 8149 0113 5940 0667 88

RE: 255 Court Street, Brockton, MA
Loan No.: 0601340930
File No.: 5523804

Dear Madam/Sir:

This office represents **21st Mortgage Corporation**, current holder of the mortgage from Michael Dockery and Marilyn Dockery to Union Capital Mortgage Business Trust, dated August 16, 2005, encumbering certain real property located at 255 Court Street, Brockton, MA.

Enclosed herewith you will find a Notice issued by the Land Court of Massachusetts pursuant to the Servicemembers Civil Relief Act. Please note that the return date on the Notice is July 21, 2014.

This communication is from a debt collector.

Very truly yours,

Neil W. Heiger, Esq.

enclosure

Certified Mail R/R/R
and Regular Mail

352 Newbury Street
Boston, MA 02115
p 617.267.7000
f 617.267.7011

1080 Main Street
Pawtucket, RI 02860
p 401.272.1400
f 401.272.1403

One North Broadway, Suite 1004
White Plains, NY 10601
p 914.946.1888
f 914.946.1822

LAND COURT
FILED

(SEAL)

COMMONWEALTH OF MASSACHUSETTS
LAND COURT
DEPARTMENT OF THE TRIAL COURT

2014 JUN -5 AM 9:47

14 MISC

14 MISC 484097



ORDER OF NOTICE

TO:

Michael Dockery and Marilyn Dockery

and to all persons entitled to the benefit of the Servicemembers Civil Relief Act., 50 U.S.C. App.
§ 501 (*et seq.*):

21st Mortgage Corporation

claiming to have an interest in a Mortgage covering real property in Brockton, numbered 255 Court Street, given by Michael Dockery and Marilyn Dockery to Union Capital Mortgage Business Trust, dated August 16, 2005, and recorded in Plymouth Registry of Deeds in Book 31197, Page 91, has filed with this court a complaint for determination of Defendants' Servicemembers status.

If you now are, or recently have been, in the active military service of the United States of America, then you may be entitled to the benefits of the Servicemembers Civil Relief Act. If you object to a foreclosure of the above-mentioned property on that basis, then you or your attorney must file a written appearance and answer in this court at **Three Pemberton Square, Boston, MA 02108** on or before *July 21, 2014* or you will be forever barred from claiming that you are entitled to the benefits of said Act.

Witness, JUDITH C. CUTLER, Chief Justice of said Court on *June 5, 2014*

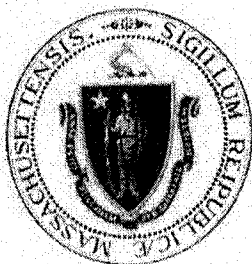
Attest:

A TRUE COPY
ATTEST:

Deborah J. Patterson

RECORDER

Deborah J. Patterson
Recorder



The Commonwealth of Massachusetts
Administrative Office of the Land Court
Courthouse
Three Pemberton Square, 11th Floor
Boston, Massachusetts 02108

LIMITED ASSISTANCE REPRESENTATION (LAR)
INFORMATION SHEET

NOTICE TO LITIGANTS: As of January 2, 2013, the Land Court permits a party to engage a lawyer for only part of the litigant's case if he or she so chooses. Limited Assistance Representation (LAR) is available to any party who feels he or she cannot afford or does not want a lawyer for the entire case. LAR is an option for *any* party in *any* case filed in the Land Court. This information sheet answers many frequently asked questions, and more information is available at www.mass.gov/courts/landcourt.

What is Limited Assistance Representation (LAR)?

LAR is when an attorney represents or assists a litigant (you) with part, but not all, of a legal matter. The attorney and litigant enter into a detailed limited assistance agreement that sets out what specific tasks the attorney will be responsible for and what specific tasks the litigant will be responsible for in the case.

When can LAR be used in the Land Court?

As of January 2, 2013, an attorney may represent you on a limited basis in connection with *any* case (e.g., miscellaneous case, tax case, servicemembers action, partition case, or land registration case) pending or to be filed in the Land Court. LAR can be used at any stage in a case. LAR is available when a party does not wish to represent himself/herself throughout the entire case but does not wish to hire an attorney to represent him/her throughout the entire case. Together, you and your attorney will agree on who is responsible for completing which specific tasks in the case.

How do I find an attorney who will represent me on a limited basis?

Attorneys must take a mandatory training before they may provide LAR. The Real Estate Bar Association for Massachusetts, Massachusetts Bar Association, Boston Bar Association, and local bar associations may be able to provide you with a list of attorneys who represent clients on a limited basis. The court and its employees cannot refer you to any particular attorney.

If my attorney wants to file a Notice of Withdrawal of Limited Appearance and I feel the withdrawal is premature or contrary to the attorney-client agreement, what is the role of the judge in this case?

The judge cannot intercede. It is incumbent on you and the attorney to draft and execute a clear and unambiguous limited representation agreement that specifically defines when the attorney will appear and withdraw. If you and your attorney disagree concerning your limited representation agreement, you should resolve the matter pursuant to the terms of that agreement. The method for resolving such disputes should be discussed with your attorney and understood by you before you enter into an LAR agreement.

