

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

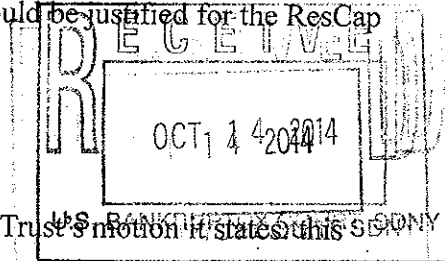
In re:)
) Case No. 12-12020 (MG)
)
RESIDENTIAL CAPITOL, LLC, et al.,)
)
) CHAPTER 11
Debtors.)

**RESPONSE AND OBJECTION TO NOTICE OF THE RESCAP BORROWER
CLAIMS TRUST'S SEVENTY-FIFTH OMNIBUS OBJECTION TO CLAIMS
(NO LIABILITY BORROWER CLAIMS)**

Now comes RAINER P. WARNER by and through its own counsel, hereby responds and objects to the *Rescap Borrower Claims Trust's Seventy-Fifth Omnibus Objection to Claims (No Liability Borrower Claims)*, seeking to alter my rights by disallowing my claim against the above-captioned Debtors and or expunge one or more claims and states the Following:

1. Claimant RAINER P. WARNER intend no disrespect to this court in extending the date for the ResCap Liquidating Trust and it is understood that in recognition of the fairness of the law that an extension would be justified for the ResCap Liquidating Trust.

2. Within the body of ResCap Liquidating Trust's motion it states this is a extension should not prejudice claimants; to the contrary, creditors will ultimately receive greater distributions if both the Liquidating Trust and the Borrower Claims Trust are given the opportunity to review, negotiate, and, where appropriate, seek to expunge or reduce those claims that are improperly filed or unsubstantiated. This statement alone gave many of us the hope that the ResCap Liquidating Trust was attempting to do the right thing; however, my claim (1574) as posted on the KCC site once showed it was resolved, then withdrawn, and placed in the unresolved claims. ResCap Liquidating Trust



has now with the extension opted to disallow and or expunge the claim all together basing their reason once again on what was previously stated and dismissed without prejudice. They ResCap Liquidating Trust and Borrower Claims Trust once again in this objection although more lengthy than the first failed to adequately rebut the assertions in the original claim dismissing the bases for liability.

3. For as long as this has dragged on it has given ResCap Liquidating Trust and Borrower Claims Trust access to forged, unreliable, and updated after the fact books and records. I would rank GMAC and ResCap below the United States Veterans Affairs as we would expect the highest integrity and honor from the Veterans Affairs, but have seen even this great entity fall to corruption, altering of books and records, and fraud. So we can safely draw the conclusion that with all these claims and most of them having the same issues, there obviously was a problem.

4. **In response to the information reported in the (In no liabilities summary)** The bankruptcy court in its Order Denying Without Prejudice the Debtors' Fiftieth Omnibus Objection as to Claim Number 1574 Filed by Rainer P. Warner[Docket 6236]fairly summarized Claimant's assertions in the proof of claim as i) wrongful denial for loan modifications despite Claimant's eligibility, and ii) improperly assessed fees and charges, and iii) wrongful foreclosure, and iv) failing to conduct property inspections. In Claimant's response to Debtors' fiftieth omnibus objection, Claimant further asserts that ownership of the note was not properly established before foreclosure. i) Debtors acted appropriately and in accordance with the note and mortgage as the account was delinquent owing for December 1, 2008 through November 1, 2012 payments at time of foreclosure sale, **(in response to i) The account did become delinquent; however the**

Debtors allowed the account to become delinquent because they refused to handle the situation when the homeowner reached out to try and prevent the account from spiraling out of control. The Debtor's responded with there is a protocol they must go through before they can do anything to help, but don't worry it could take up to a year before foreclosure measures are taken. In the heading of most of the correspondence used by GMAC misrepresentation as it is stated (GMAC Mortgage is committed to work with homeowners to retain ownership. We want to see you succeed and get your finances back on track). and ii) Debtors correctly reviewed the account several times for both short sale and modification options, however, in each instance the Claimant did not meet the criteria necessary to be approved for these options. **(In response to ii)** The claimant was approved for a short sale , this account was constantly being placed with either a relationship manager or an associate of some department (see attached correspondence EXHs ii a,b,c,d). GMAC wasted the realtor's time, the realtor submitted a few offers to GMAC on the property at first it was unclear why they didn't accept any of the offers, but opted to sell the property for \$53,000.

5. In support of Debtors' objection to the proof of claim, Debtors' records show: Debtors mailed a breach of contract letter to Claimant on December 3, 2008 as the account owed for October through December 2008 payments. On December 31, 2008, Debtors received a workout package from Claimant for loan modification review. Debtors referred account to foreclosure in January 8, 2009, due to Claimant not setting up any arrangement to bringing account current. Debtors setup a foreclosure repayment plan on February 2, 2009, however this was canceled two days later when Claimant requested different terms, as well as a modification. Debtors setup a Traditional trial plan starting on

February 19, 2009 in amount of \$2,190, with payments due on March 19 and April 19 in amount of \$2,189.62. Debtors approved a permanent traditional modification on March 31, 2009 but was not completed because Claimant did not sign the agreement and did not provide the initial contribution. Debtors mailed a denial letter to Claimant on June 1, 2009. (In Response to in support of) Claimant never received a breach of contract, but did receive a foreclosure package on three separate occasions. The foreclosure repayment plan was considered to be the trial plan, claimant made all three payments as required (see attached) the initial contribution was the first payment of \$2190 followed by two payments due on March 19 and April 19 a total of three payments. Count II of fraud and misrepresentation once the payments were received GMAC went against what was outlined in the plan and sent a denial letter. Also in 2008 AFS Loan Modification Corp. had a difficult time with HomeComings a GMAC company in their efforts to produce a modification as GMAC gave them false information, prolonged wait time on issuance of documents, and claimed they did not receive any of the completed documents.

6. Debtors received a new workout package from Claimant on November 22, 2009 as Claimant was applying to short sale property; however, there were no offers to buy Claimant's property. Claimant spoke with Debtors via phone on January 27, 2010. Debtors advised Claimant since there are no offers on property to talk to realtor about reducing asking price. Debtors received new short sale workout package from Claimant on March 23, 2010. Debtors closed down short sale review on August 6, 2010 as no authorization form was received for Claimant's realtor. Claimant spoke with Debtors via phone on January 27, 2011. Claimant advised the property is still listed for sale. Debtors advised that Claimant can resubmit listing agreement and short sale package

for short sale review to be opened again. Debtors mailed new short sale package to Claimant. However, Debtors did not receive any information from Claimant. (In response to # 6) The realtor complied with everything GMAC requested, the problem was when something was faxed to GMAC it ended up in some fax pool which sat in the machine for days, on somebody's desk in a different department, or originated in the wrong department. The claimant has spoken with the Debtors and have waited while they hunt down the document, most of the time the answer was we received it, it just hasn't been inputted into the system yet please allow 4-5 more business days.

7. Debtors received a new modification referral from a HOPE representative on November 7, 2011. Debtors mailed a missing items letter to Claimant on November 17, 2011. Claimant spoke with Debtors via phone on November 21, 2011. Debtors advised of missing documents needed for modification review. Debtors received part of missing documents on November 25, 2011; however, the modification review still had outstanding items. Claimant spoke with Debtors on November 29, 2011. Debtors advised of missing documents needed for modification review. (In Response to #7) The claimant has spoken with the Debtors and have waited while they hunt down the document, most of the time the answer was we received it, it just hasn't been inputted into the system yet please allow 4-5 more business days. For these reasons in particular the claimant found it necessary to contact the debtors via phone. Again the Claimant used an outside company to deal with GMAC for a modification, Mortgage Mitigation found that in their efforts to produce a modification GMAC gave them false information, prolonged wait time on issuance of documents, and claimed they did not receive any of the completed documents.

8. Debtors denied HAMP modification on December 13, 2011 as Claimant's income was insufficient and Debtors could not modify the loan in a way to make it affordable for Claimant. A denial letter for HAMP modification was mailed to Claimant on December 14, 2011. Debtors also denied loan for traditional modification options on December 30, 2011 as Claimant's income was insufficient and Debtors could not modify the loan in a way to make it affordable for Claimant. The denial letter for traditional modification was mailed January 3, 2012. (In Response to #8) Claimant believes that through GMAC's misrepresentation, fraud, and unwillingness to produce any kind of forbearance or modification, they (GMAC) had already planned it was not worth them pursuing any other measures; based on the fact that GMAC altered claimant's financials and figures (the Financial Analysis Form) to ensure claimant would not be eligible. Reviewing the guidelines for a HAMP modification the claimant would have qualified for such modification.

9. Claimant spoke with Debtors via phone on February 23, 2012. Claimant advised would like to be considered for short sale and currently in process of listing property for sale. Claimant spoke with Debtors via phone on April 4, 2012 stating realtor should be sending in listing agreement. Claimant spoke with Debtors via phone on May 4, 2012. Debtors advised still waiting to receive listing agreement from realtor. Claimant spoke with Debtors on May 14, 2012. Debtors advised Claimant the listing agreement has not been received. Debtors shutdown short sale review on June 18, 2012 due to not receiving information needed for review. Claimant spoke with Debtors via phone on July 12, 2012. Claimant advised he would still like to pursue short sale and Debtors advised need listing agreement. Debtors received short sale workout package on

August 1, 2012. On August 9, 2012, Debtors sent letter to Claimant requesting missing items for short sale review. Claimant also spoke with Debtors via phone on this date and Claimant advised Debtors there were no offers on property. **(In Response to #9)**
Property had been listed since 2009 see attached CMA in contradiction to both the Liquidating Trust and the Borrower Claims Trust review the property was listed more than once by Pruitt real estate and Sell Florida Homes, Inc. GMAC gave both realtors a difficult time with the timely filing of paperwork, always claimed the documents were not received, or claimed something was missing. Negligence again on the Debtors showed their incompetence with the documents ending up in some fax pool which sat in the machine for days, on somebody's desk in a different department, or found in the wrong department. This simply means that once again GMAC probably had any firm intentions on accepting a short sale, but continued to play games giving false hopes to the claimant and the realtor.

10. Claimant spoke with Debtors via phone on September 20, 2012. Claimant advised no current offers on property and Debtors advised there is a foreclosure sale scheduled for November 28, 2012 and if there is no offer on property foreclosure sale will commence. Debtors denied short sale on October 16, 2012 due to missing information needed for review not being received. Debtors received new workout package for modification review on October 29, 2012. On November 1, 2012, a missing items letter was mailed to Claimant due to missing information. Claimant spoke with Debtors via phone on November 7, 2012. Debtors advised of missing documents needed. Debtors received additional workout package information on November 12, 2012. Debtors denied HAMP modification on November 20, 2012 as Claimant's income was

insufficient and Debtors could not modify the loan in a way to make it affordable for Claimant. Claimant spoke with Debtors via phone on November 21, 2012. Debtors advised of HAMP modification denial and that loan is currently under review for traditional modification options. Debtors reviewed loan for traditional options after call with Claimant and loan was denied traditional modification option due to forbearance below fair market value; the required unpaid principal balance to reach the affordable payment is less than the market value of the property and therefore cannot be modified. Claimant spoke with Debtors via phone on November 23, 2012. Debtors advised of modification denial and that foreclosure sale is scheduled and cannot be postponed as there is no approved option on account. (In Response to #10) In this paragraph again we see contradicting statements, GMAC again has given misrepresentation and fraud, as there were numerous offers on the table the last offer was for \$64,000 and prior to that offers for \$90,000 and \$100,000 which again the realtor could not understand what kind of game GMAC was playing in not accepting any offers. GMAC continued to give both realtors a difficult time with the timely filing of paperwork; GMAC always claimed the documents were not received, or claimed something was missing. Negligence again on the Debtors showed their incompetence with the documents ending up in some fax pool which sat in the machine for days, on somebody's desk in a different department, or found in the wrong department.

11. Foreclosure sale was completed on account and property was sold to third party on November 28, 2012. The Debtors have no liability for the misrepresentation- based claims, as the alleged "fraudulent charges and fees" stem from property valuation and property inspections properly ordered and charged to Claimant's

account in accordance with Debtors standard business practices, and the terms of the note and mortgage. Specifically, certain provisions within the mortgage give Debtor the authority to conduct inspections and property valuations in the event Claimant is in default, and Debtors have confirmed that in each instance that Debtors conducted inspections or ordered property valuations of Claimant's property, Claimant was in default. Section 7 of the deed of trust states in part "Lender or its agent may make reasonable entries upon and inspections of the property." Section 9 of the deed of trust states in part "If a Borrower fails to perform the covenants and agreements contained in this security instrument... then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the property...including protecting and/or assessing the value of the property". Section 14 of the deed of trust states that "Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purposes of protecting Lender's interest in the Property and rights under the security instrument, including but not limited to, attorney's fees, property inspection fees and valuation fees..." The Debtors' books and records indicate that nine BPOs (property valuations) were completed on the property during Loss Mitigation review between March 2009 and August 2012. Per Debtors' servicing policies, a BPO had to be completed for either a Loss Mitigation Short Sale or a Modification Review, and a BPO is only valid for 120 days. Once that period of time expires, another BPO has to be completed if the loan is still in review for Loss Mitigation. Pursuant to the terms of the Note and Deed, the servicer is permitted to pass along these BPO expenses to the borrower. In addition, it is GMAC's standard servicing procedures to complete property inspections every month starting the month that the account falls 45 days delinquent. The

fees from the inspections are the borrower's responsibility to pay as the account is delinquent. (In response to #11)BPO stands for "broker price opinion," and it involves using a process very similar to an appraisal. In accordance with and as previously stated ("The Debtors' books and records indicate that nine BPOs were completed") No matter how you address it that number of BPOs are rather extreme, especially for GMAC which constantly denied the short sale or loss mitigation presented. The claimant recalls three BPOs conducted on three separate occasions anything beyond that seems to be excessive and the claimant stand on the grounds of fraudulent procedures of GMAC making fraudulent claims to performing property appraisals, inspections, and preservations. Fl. Statue Title XLVI Chapter 817.16 It is strict liability in the sense that absolute compliance is required and even technical violations will form the basis for liability. Lauletta v. Valley Buick Inc., 421F. Supp. 1036 at 1040 (Pa. 1976).

12. Mr. Warner also alleges in his claim that "GMAC have not done any inspections or preservations of the property." To the contrary, Debtors' records confirm that all inspections were completed when ordered. A property inspection can range from driving by the home to see if it appears to be occupied to a knock on the door; the majority are a drive by as the goal of a property inspection is to make sure the property is maintained and occupied. Furthermore, the \$549 increased monthly payment that the claimant complains of resulted from the Debtors having to satisfy the \$11,000 of past due county taxes and the cost of hazard insurance that the claimant did not have on the property. Debtor has no liability for Claimant's wrongful foreclosure claims on the basis that Debtors lacked standing to foreclose. (In response to #12) Claimant will have to hold his ground on the property preservation or inspections alleging that he was the

victim of a fraudulent scheme between the defendants “to generate higher dollar loans to borrowers and thereby capture more fees.” The brunt of this scheme was the preservation and inspections. GMAC manufactured misleadingly optimistic real estate inspections that was usually a phone call asking the claimant if he still lived at the property. Claimant would challenge the Debtors to produce any pictures taken of any proposed property inspections, and Debtors idea of property preservation, other than the authorized pictures taken for the BPO.

13. The Legal File –the file containing original note, recorded mortgage and title policy that is held by the custodian -was sent to foreclosure counsel January 21, 2009. The court issued final judgment in favor of Debtors on September 6, 2012, and the property was sold at foreclosure sale on November 28, 2012. The assignment and endorsement chain is complete and valid. Debtor's records show: i) Note is endorsed from originator to Residential Funding and from Residential Funding to Deutsche Bank and ii) MERS, as nominee for lender, assigned the mortgage to Deutsche Bank Trust Company Americas. The foreclosure complaint filed in January 2009, Deutsche Bank Trust Company Americas, as Trustee for RALI 2006 QA10 vs Rainer P. Warner, MERS as nominee for Home Loan Corporation and unknown spouse of Rainer Warner, sought to foreclose the Mortgage lien on the property as well as reestablish the Note. The complaint attaches a copy of the unendorsed Note, from the closing file. However, the original Note with endorsements, was at all times being held by the custodian. (In response to #13) GMAC manufactured misleadingly optimistic real estate valuations that induced him and borrowers like him to enter into larger loans with higher interest rates than they could reasonably afford. In return, it is believed that HomeComings and

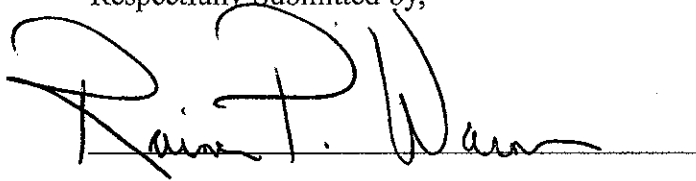
GMAC received a better yield spread premium—or “kickback” when they bundled his loan with others as part of a mortgage-backed security and sold it off to investors, turning a profit while avoiding most of the risk of default. GMAC also charged the claimant private mortgage insurance. (PMI) is insurance payable to a lender or trustee for a pool of securities that may be required when taking out a mortgage loan. It is insurance to offset losses in the case where a mortgagor is not able to repay the loan and the lender is not able to recover its costs after foreclosure and sale of the mortgaged property; therefore it is possible the plaintiff’s injury was a foreseeable consequence of the conduct alleged. See Perry, 324 F.3d at 850-51; see also Desiano v. Warner-Lambert Co., 326 F.3d 339, 346, 348 (2d Cir. 2003). Johnson-Allen v. Lomas and Nettleton Co., 67 B.R. 968 (Pa. 1986). Failure to disclose note. Perry v. Federal National Mortgage, 59 B.R. 947 (E.D. Pa. 1986). Debtors failed to accurately disclose the security interest taken to secure the loan. McCausland v. GMAC Mortgage Co., 63 B.R. 665, (Pa. 1986). GMAC failed to provide information which must be disclosed as defined in the TILA and Regulation Z, 12 CFR §226.1 Indymac Bank v. Boyd, 880 N.Y.S.2d 224 (2009). To establish a prima facie case in an action to foreclose a mortgage, the debtor must establish the existence of the mortgage and the mortgage note. Schultz v. Central Mortgage Co. 58 B.R. 945 (Pa. 1986).

SUMMARY

The Claimant RAINER P WARNER stands firm and believe that GMAC engaged in practices that harmed consumers, including but not limited to: failing to timely and accurately apply payments made by borrowers and failing to maintain accurate account statements; charging unauthorized fees for default-related services (ie inspections and preservations) ; providing false or misleading information to borrowers regarding loans that had been transferred from other servicers (ie HomeComings); failing to provide accurate and timely information to borrowers who sought information about loss mitigation services, including loan modifications; failing to maintain an accurate account of faxed documents in relation to loss mitigation and loan modification;misrepresenting to borrowers that loss mitigation programs would provide relief from the initiation of foreclosure or further foreclosure efforts; improperly denying loan modification relief to eligible borrowers; providing false or misleading reasons for denial of loan modifications; with respect to the mortgage note, failing to establish or acquire the note during the time the case was filed; failure to acquire a date indicating when the note was transferred ; and robo signing affidavits in foreclosure proceedings.

WHEREFORE, The Claimant Rainer P. Warner, respectfully request that the *Rescap Borrower Claims Trust's Seventy-Fifth Omnibus Objection to Claims (No Liability Borrower Claims)* be **denied with prejudice** on the grounds that the Claim again in this objection although more lengthy than the first failed to adequately rebut the assertions in the original claim dismissing the bases for liability. Claimant also prays the court will press for this case (claim 1574) be expediently resolved and or settled.

Respectfully Submitted by,

A handwritten signature in black ink, appearing to read "Rainer P. Warner", written over a horizontal line.

RAINER P. WARNER

Dated 7 October 2014

CERTIFICATE OF SERVICE

I certify that on October 8, 2014, copies of this Response were served by mailing the same by ordinary U.S. Mail, postage pre-paid, and/or via electronic mail to the persons listed below:

(i) 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, NY 10004-1408

(ii) Morrison & Foerston LLP,
Counsel for the Debtors
ATTN: Norman S. Rosenbaum, Jordan A. Wishnew, and Jessica J. Arett
250 West 55th Street
New York, NY 10019

(iii) The ResCap Borrower Claims Trust
Polsinelli PC
ATTN: Daniel J. Flanigan
900 Third Avenue, 21st Floor
New York, NY 10022

(iv) Office of the United States Trustee for the Southern District of New York
ATTN: Linda A Rifkin, Esq., and Brian S. Masumoto, Esq.
U.S. Federal Office Building
201 Varick Street, Suite 1006
New York, NY 10014

(v) The ResCap Liquidating Trust
Quest Turnaround Advisors
ATTN: Jeffrey Brodsky
800 Westchester Avenue, Suite S-520
Rye Brook, NY 10573

EXHIBIT A

Misrepresentation Statement

(In response to i, pg. 4)

PO Box 780
Waterloo, IA 50704-0780

09/14/11

293

RAINER P WARNER
510 SE ENTRADA STREET
PALM BAY, FL 32909

Loan Number: 7441986197

Dear RAINER P WARNER:

GMAC Mortgage is committed to work with homeowners to retain ownership. We want to see you succeed and get your finances back on track.

I Maria Sampedro, a HOPE representative with GMAC Mortgage, would like the chance to meet with you and discuss your mortgage loan. I will be available at Homewood Suites, 10301 SW Innovation Way Port Saint Lucie, FL 34987, on September 30th - October 1st 9:00am to 5:00pm. To ensure we have a productive meeting, **please bring the following with you to your appointment:**

- ✓ 1) Signed letter explaining the cause of default or imminent (future) default and signed Hardship Affidavit
- ✓ 2) Completed Financial Analysis Form
- ✓ 3) Copies of the two most recent pay stubs (for each borrower on the loan) or, if self-employed, a current income statement, balance sheet, statement of owner's equity and a 6-month profit and loss statement
- ✓ 4) Copy of your most recent Federal Tax return with all schedules and completed Request for Transcript of Tax Return, Form 4506-T
- ✗ 5) Proof of homeowner's insurance (if not included in your mortgage payment).

Appointments are limited. Therefore, we encourage you to schedule your appointment at your earliest convenience. You can schedule your appointment online at www.portstluciefl.timetrade.com, or you can also contact me directly at **954-331-8073**. If you are unable to attend this event on the scheduled date(s) and times, you can submit the documents via fax to **866-639-0832**. I look forward to assisting you.

Sincerely,

Maria Sampedro
GMAC Mortgage
HOPE / KeyChain Alliance

Enclosure

Please be advised that this communication and all subsequent communication (written and/or oral) is an attempt to collect a debt by a debt collector, and any information obtained will be used for that purpose.

EXHIBIT B

(In response to ii a,b,c,d, pg. 3)

How can anything get resolved when the relationship manager/customer service rep/loss mitigation rep/community relations specialist/asset resolution specialist/consumer loan specialist/loan servicing specialist are constantly being replaced?

Trenita Dixon: ASR

Nicole Barker: LMR

Maria Sampedro: CRS

Loss Mitigation

Loan Servicing

Latoya Thompson: LMD

Corey Pratt: LS

Sonya Turner: LS

Customer Care

Homeowner

From: WPR Diversified Divisions (wpr686@hotmail.com)

Sent: Tue 9/18/12 12:19 PM

To: aprathe@gmacn.com

3 attachments

GMAC claim0001.pdf (657.3 KB) , GMAC settlement10001.pdf (545.9 KB) , GMAC lien settlement0001.pdf (505.9 KB)

Good Morning,

Ms. Alicia Prather

My name is Rainer Warner we met at the Foreclosure hearing on the 28th of August 2012.

Shortly after the hearing I received a letter from the Clerk of Clerks telling me to pay the filing fee for the counter claim. (see attached)

I am sorry to bother you as I know you are extremely busy, but it has been three (3) weeks now and I haven't heard anything from GMAC. At the hearing I understood that I would be working directly with GMAC on selling the property through a short sale.

Will I be assigned a new team or will I continue to work with loss mitigation representative Nicole Barker?

To bring you up to date there has been showings on the property, but no offers possibly due to the evidence of mold back room and garage. The property has been reduced by the bank to \$80,000.

This brings me to my next question in the past GMAC has offered various financial programs to prevent a foreclosure from occurring. I know GMAC has made settlement offers (see attached) in cases such as mine.

Please let me know if this is an option for GMAC mortgage.

Sincerely,

Rainer P. Warner
510 Entrada St.
Palm Bay, FL 32909
7441986197

Homecomings Financial
A GMAC Company

December 19, 2008

Rainer P Warner
510 Entrada St SE
Palm Bay, FL 32909-4867



Re: Loan Number

7441986197

Property Address

520 SE ENTRADA STREET
PALM BAY FL 32909

Dear Rainer P Warner:

In order to consider a workout and/or repayment for your mortgage loan, it is critical that the enclosed information is completed and returned to our office at your earliest opportunity. In addition to the financial package enclosed, please provide copies of your pay stubs and bank statements from the previous month (for all borrowers who contribute to the household finances). **Please submit the completed financial package to my attention via facsimile at 1.866.709.4744.**

Upon receipt of your completed financial statement, we will review your account and determine the appropriate workout option available to you. Incomplete information may not be processed, and all financial information is subject to verification. If you have any questions regarding this information, please contact us at 1.800.799.9250 (Monday - Thursday 8:00 a.m. to 7:00 p.m., Friday 8:00 a.m. to 5:00 p.m., Central time).

Sincerely,

Trenita Dixon
Asset Resolution Specialist

Enclosure

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

F00508

Windows Live™

Hotmail (82)

Messenger

SkyDrive

MSN

WPR Diversified

Hotmail

New | Reply Reply all Forward | Delete Junk Sweep ▾ Mark as ▾ Move to ▾

Inbox (82)

Folders

Junk (255)

Drafts (23)

Sent

Deleted (141)

Job Initiative Minist...

New folder... (10)

Primarus Orders- Fo...

New folder

Quick views

Flagged

Photos (4)

Office docs (1)

Shipping updates

Messenger

You're signed in to Messenger. To change your status, click your name in the upper right corner.
Keep me signed in | Sign out of Messenger

20 Invitations

Search contacts

Want to chat via Messenger from your inbox? Just add friends.
Sign out of Messenger

Home

Contacts

Calendar



RE: GMAC HOPE

Back to messages |

To see messages related to this one, group messages by conversation.

GMAC Maria

11/01/11

To WPR Diversified Divisions

Reply ▾

Hi Rainer

I received your package. However, I am still missing the following:

All pages to bank statement (to support deposits)
One additional bank statement

Maria Sampedro

Community Relations Specialist

South Florida/AR/MS HOPE / GMAC Mortgage, LLC.

Office 954-331-8073

Fax 866-639-0832

ATTITUDE IS EVERYTHING!

Hablo Español

From: WPR Diversified Divisions [mailto:wpr686@hotmail.com]

Sent: Friday, October 21, 2011 4:20 PM

To: Sampedro, Maria - FL

Subject: RE: GMAC HOPE

Hello, Maria waiting on some information from the VA, hoping to have the package to you by weeks end.

W.P.R. Diversified Divisions, Inc.

W.P.R. Properties & Management Group, Inc.

Chi
Pot Pi

One o
Rich &
soups
love at



The Pr
Delicious
Guar

TR



You gotta fa

GMAC Mortgage

PO Box 780
Waterloo, IA 50704-0780

January 11, 2012

RAINER P WARNER
510 SE ENTRADA STREET
PALM BAY FL 32909

Re: Loan Number: 7441986197
Property Address: 520 SE ENTRADA STREET
PALM BAY FL 32909

Dear RAINER P WARNER:

As your mortgage loan servicer, we are offering you an opportunity to participate in the federal government's **Home Affordable Foreclosure Alternative (HAFA)** Program which enables you avoid foreclosure by, selling your home for less than you owe on your mortgage. This is known as a "Short-Sale".

Home Affordable Foreclosure Alternative Program – Short Sale

A "short sale" is specifically designed to help borrowers who are unable to afford their first mortgage and want to sell their home to avoid foreclosure, even if the sale price is less than what is owed on the mortgage. This may be a good solution for you, however, a short-sale requires the cooperation of a number of parties (you, the buyer, your real estate broker, and sometimes mortgage insurance companies and other lenders) in order to make this option successful.

How does a Short-Sale work?

Pre-Sale: We start by approving a list price for the sale of your home. We will also provide you with the sales costs (broker commissions and closing costs) that may be deducted from the final sales price. You can then list your property (like any home sale) with a local real estate broker at the approved price.

Offer: When you get an offer on your home, you submit the required documentation and we approve the sale if it is in line with the approved sales price, allowable closing costs and commissions previously communicated.

Closing: Once the sale closes, we release the lien on the property and you from all responsibility for repaying the remaining balance on your mortgage. Plus, you will receive \$3,000 to help pay some of your moving expenses. (The check will be paid to you by the settlement agent as part of the closing.) However, in the event there is any money left over from the sale after paying the entire amount you owe on the mortgage plus the approved sale costs, you will not be eligible to receive the \$3,000.

**To participate in the Short Sale Program please respond to this letter within
14 days of above referenced date.**

**Loss Mitigation
1-877-521-3698
FAX
1-866-314-0843**

Sincerely,

Loss Mitigation
Loan Servicing

Notice: Federal law requires that we advise you that this notice is from a debt collector attempting to collect on a debt and any information obtained will be used for that purpose.

If you are currently involved in a bankruptcy proceeding or have been discharged of your personal liability for the repayment of this debt, this notice is being provided for informational purposes only, it is not an attempt to hold you personally responsible for the debt and applies only to the lien on your property and not to you personally.

You may fax the requested documents to 866-709-4744 or have your authorized agent upload them directly with his or her access to Equator. If you have any questions concerning this matter, please contact me directly at 214-874-2615.

If you are unable to reach me directly, feel free to call our Call Center at 1-877-521-3698 between the hours of 7:00 a.m. and 7:00 p.m Monday through Thursday central time, 7:00 a.m. to 6:00 p.m. central time Friday.

At times like these, we feel it is important for you to seek financial advice from a trusted source experienced with situations like yours. Therefore, we recommend you call 1.800.CALL.FHA to find a HUD-Certified housing counseling agency to discuss your needs or to seek assistance in compiling the information or documentation required to be evaluated for a loss mitigation alternative. You can also call the HOPE hotline number (1.888.995.HOPE) to seek assistance at no charge from HUD-approved housing counselors and can request assistance in understanding this borrower notice letter by asking for MHA HELP.

LATOYA THOMPSON
Loss Mitigation Department

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

Notice Regarding Bankruptcy: 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.

Note: If you are currently in bankruptcy under Chapter 13, you should continue to make payments in accordance with your Chapter 13 Plan and disregard this notice.

Fax Cover Sheet

From: RAINER P WARNER

Attention: Nicole Barker and Team

To: GMAC Mortgage
PO Box 780
Waterloo, IA 50704-0780

Re: Account Number: 7441986197
Property Address: 520 SE ENTRADA STREET
PALM BAY, FL. 32909

Fax No: 1-866-709-4744

Page Two

If you have any questions or need to discuss these requirements please contact your Relationship Manager, COREY PRATT at 1-877-928-4622 extension 8745712 between the hours of 8:00 a.m. and 9:00 p.m. Monday through Friday central standard time. If your agent is not available, one of their team members will assist you.

You may also call the HOPE hotline number (888-995-HOPE) to seek assistance at no charge from HUD-approved housing counselors and can request assistance in understanding this borrower notice letter by asking for MHA HELP.

COREY PRATT

Loan Servicing

Note: Federal law requires that we advise you that this notice is from a debt collector attempting to collect on a debt and any information obtained will be used for that purpose.

Notice Regarding Bankruptcy: If you are currently involved in an open bankruptcy case or if you have been discharged of your personal liability for repayment of this debt; this notice is being provided for informational purposes only and is not an attempt to collect a pre-petition or discharged debt. Furthermore, any action that we may take 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.

Note: If you are currently in bankruptcy under Chapter 13, you should continue to make payments in accordance with your Chapter 13 Plan and disregard this notice.

M021

SONYA Turner

February 7, 2012
Account Number 7441986197
Page Two

The account was then reviewed for a traditional modification. The traditional modification was denied on January 3, 2012, as there is insufficient income to support the loan modification request.

On January 11, 2012, a Home Affordable Foreclosure Alternative (HAFA) program letter was sent to you. HAFA was created to provide borrowers that do not qualify for HAMP, an alternative to foreclosure. Your relationship manager will continue to monitor your account.

We appreciate the opportunity to partner with you. If you have any further questions regarding your account, please contact your relationship manager, Nicole Barker, at 877-928-4622, select option 5, and extension number 2368207, during the hours of 8:00 am – 9:00 pm CT, Monday through Friday.

Customer Care
Loan Servicing

Enclosures

GC

08/06/12

Account Number : 7441986197

For assistance with any of these documents, please contact the Associate assigned to assist you.

After receipt of all required documentation, we will complete a review of your financial hardship, the loan terms, investor requirements and Mortgage Insurance requirements, if applicable. We will also work with you to complete an independent valuation review. We will contact you or your designated agent for access to the property so that the valuation agent can set up an appointment.

Once completed, we will contact you or your designated agent to discuss the listing price or short sale offer. If an offer is present, and after all documents have been received as well as the valuation of the property, we should be able to issue an approval, denial or counter offer within 15 days.

At times like these, we feel it is important for you to seek financial advice from a trusted source experienced with situations like yours. Therefore, we recommend you call 1.800.CALL.FHA to find a HUD-Certified housing counseling agency to discuss your needs. You can also call the HOPE hotline number (1.888.995.HOPE) to seek assistance at no charge from HUD-approved housing counselors and can request assistance in understanding this borrower notice letter by asking for MHA HELP.

My name is LATOYA THOMPSON and I am the Short Sale Associate assigned to assist you. If you have any questions regarding the above information, please contact me directly at 214-874-2615. If you can't reach me directly, feel free to call our Call Center at 1-877-521-3698 between the hours of 7:00a.m. and 7:00p.m. Monday through Thursday central standard time, 7:00a.m. to 6:00p.m central standard time Friday.

Thank you and I look forward to working with you!

LATOYA THOMPSON
214-874-2615

Notice: Federal law requires that we advise you that this notice is from a debt collector attempting to collect a debt and any information obtained will be used for that purpose.

Notice Regarding Bankruptcy: If you have filed for bankruptcy and your case is still active and/or if you have received a discharge, please be advised that this notice is for informational purposes only and is not an attempt to collect a pre-petition or discharged debt. If you are currently in bankruptcy under Chapter 13, you should continue to make payments in accordance with your Chapter 13 Plan.

GMAC Mortgage

PO Box 780
Waterloo, IA 50704-0780

October 08, 2012

764

RAINER P WARNER
510 SE ENTRADA STREET
PALM BAY, FL 32909

CHANGE IN CONTACT INFORMATION FOR SINGLE POINT OF CONTACT

Re: Account Number: 7441986197
Property Address: 520 SE ENTRADA STREET
PALM BAY, FL 32909

Dear RAINER P WARNER:

Hello, my name is Corey Pratt. As you know, you were partnered with a Relationship Manager in response to your request for assistance with your account. The agent previously assigned to you is no longer a participant in this program; therefore, I am pleased to introduce myself as your new partner.

Please call me as soon as possible so we can evaluate your personal needs, I am here to help!

There is no charge for this service, so please contact me at your earliest convenience; weekdays from 8AM to 9 PM, Central Time. Call me at 1-877-928-4622, select option 5 and then enter my 7-digit extension listed in the box.

I want to help you understand options for your situation. I look forward to hearing from you!

Sincerely,

Corey Pratt
Corey Pratt
Loan Advisor

*** Call Today ***

Corey Pratt
1-877-928-4622
Extension 874-5712

If I am not available, one of my team members is ready to assist you!

For your convenience our offices are open weekdays between 8AM and 9PM CT.

I will be in touch with you shortly to provide the specific hours I am available for you and we can discuss the best time to talk based on your schedule.

If you are dissatisfied with the level of service being provided, ask for Boyd Barham.

Note: Additional information is included on the reverse side of this letter.

Notice Regarding Bankruptcy: Please be advised that this letter is in no way, an attempt to collect either a pre-petition, post petition of discharge debt. If your bankruptcy case is still active, no action will be taken in willful violation of the Automatic Stay. If you have received an Order of Discharge in a Chapter 7 case, any action taken by us is for the sole purpose of protecting our lien interest in your property and is not an attempt to recover any amounts from you personally. Finally, if you are in active Chapter 11, 12 or 13 case, and an Order for Relief from the Automatic Stay has not been issued, you should continue to make payments in accordance with your Chapter 13 plan.

Fax 866 709-4744

EXHIBIT C

Other companies which attempted to obtain a re-modification from GMAC

(Peoples First Financial)

(In response to in support of, pg. 4 AFS)

(In response to #7, pg.5 Mortgage Mitigation)

TO: Lender Home Comings Financial

LOAN#: 7441986197

AUTHORIZATION AND RELEASE FORM

This form will serve to acknowledge that the captioned mortgagor has authorized our firm, Madeline Rivera, **MORTGAGE MITIGATION CLEARING HOUSE, INC.** 6600 NW 16th Street, Sunrise FL 33313 to act in their behalf to resolve their mortgage problems, including but not limited to requesting, obtaining and verifying any and all mortgage loan information, payoff, arrearage, and reinstatement amounts as well as financial history. This is in accordance with Title 24 of the CFR 203-500 (HUD).

Property Address: 510 Entrada St.

City: Palm Bay

State: Florida

Zip Code: 32909

MORTGAGOR

Name of Primary Borrower (exactly as on loan papers)

SS #:

Rainer P. Warner

Tel #: 321 693-0045

Date of Birth: 17 Dec 1965

Name of Co-Borrower:

SS #:

Tel #:

SS #:

MORTGAGEE

Lender: _____

Tel #: _____

MORTGAGOR'S SIGNATURES & DATES

Mortgagor:

Rainer P. Warner

Dated

30 Apr 09

Co-Mortgagor: _____

Dated _____

To be Notarized: _____

Homecomings Financial

A GMAC Company

PO Box 205

Waterloo, IA 50704-0205

05/15/09

RAINER P WARNER

510 SE ENTRADA STREET

PALM BAY FL 32909

RE: Account Number 7441986197
Property Address 520 SE ENTRADA STREET
PALM BAY FL 32909

Dear RAINER P WARNER

We have received your authorization allowing Homecomings Financial, LLC to release account information to Madeline Rivera of Mortgage Mitigation Clearing House INC. A copy of the request is now in your file.

For security purposes, an authorized individual must confirm the last four digits of one of the borrower's Social Security numbers when contacting our office.

If you have any questions, please contact Customer Care at 800-206-2901 between the hours of 6:00 am and 10:00 pm CT Monday through Friday and 9:00 am to 1:00 pm CT on Saturday.

Customer Care
Loan Servicing

2:18



Authorization Form

This form will serve to acknowledge that the captioned mortgagor has authorized our firm, Peoples First Financial Inc, to act in their behalf to resolve their mortgage problems. This is in accordance with Title 24 of the CFR 203.500 (HUD). Our Authorized Peoples First Financial Inc Representative will be: _____

Loan #: 744 198 6197

Mortgagor / Borrower(s)

Borrower Name: RAINER P. WARNER

Co-Borrower Name: N/A

Property Street Address: 510 Entrada St.

City, State, Zip: Palm Bay, FL 32909

Borrower Social Security #:

Co-Borrower Social Security #:

Mortgagee / Lender

Lender: Homecomings Financial

Street Address: PO Box 205

City, State, Zip: Waterloo, IA 50704

Loan Number: 744,986197

Mortgagor's Signatures

Borrower: Raine Warner

Date: 2 Dec 07

Co-Borrower:

Date:



A FRESH START

"Crisis Intervention Specialists"

220 Pacific Coast Highway, Suite 104
Redondo Beach, California 90277
Ph: 310-318-8882
Fax: 310-872-5465

THE LAW OFFICE OF MICHAEL M. YELLIN

1663 Veteran Ave., Ste. 203
Los Angeles, California 90024

MICHAEL M. YELLIN
Attorney & Counselor at Law

AUTHORIZATION FORM

Date: 28 / Oct / 2008

With My/Our signature(s) below, I/We have authorized **The Law Office of Michael Yellin, General Counsel for AFS Loan Modifications Corporation**, to assist me/us in the Note Modification process with our/my current lender(s).

Borrower's Name(s): RAINER P. WARNER

Property Address: 510 Entrada St.

Property City/State/Zip: Palm Bay, Fl. 32909

Social Security Number(s): / / / /

Mortgage Lender: Homecomings Loan # 7441986197

PLEASE BE ADVISED I have retained the services of AFS Loan Modification Corp., and their General Counsel, The Law Office of Michael Yellin, and grant them the right to communicate with my Mortgage Lender concerning my mortgage loan. Any and all correspondence should be directed accordingly at their above referenced address/phone numbers. **YOU ARE HEREBY AUTHORIZED TO CEASE ANY AND ALL DIRECT COMMUNICATION WITH ME.**

RAINER P. WARNER

Borrower Name (print)

Rainer P. Warner

Borrower Signature (sign)

Co-borrower Name (print)

Co-Borrower Signature (sign)

EXHIBIT D

Complaint letter about GMAC altering the Financial Analysis Form

(In response to #8, pg. 6)

RAINER P WARNER
510 SE ENTRADA STREET
PALM BAY, FL. 32909

30 January 2012

GMAC Mortgage
PO Box 780
Waterloo, IA 50704-0780

Re: Account Number: 7441986197
Property Address: 520 SE ENTRADA STREET
PALM BAY, FL. 32909

Dear Nicole Barker and Team,

Thank you for your effort in trying to assist me in a loan modification. Though it was unsuccessful the method of information (credit report) used were incorrect, and the plug in or addition to (affidavit) calculations unfair.

I have requested my credit reports as I am disputed the false information within it. I will fill out and resubmit another Financial Affidavit with an update to the current expenses. I pray no one this time changes that legal form for the benefit of GMAC to decline a loan modification.

Respectfully Submitted,

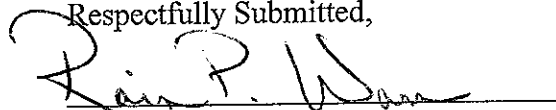

RAINER P WARNER

EXHIBIT E

Proof of listing agreement, realtors and CMA

Contradiction to both the Liquidating Trust and the Borrower Claims Trust on not having
a listing agreement for a short sale and/or property listing.

(In response to #9, pg. 7)

Realtor- Pruitt Real Estate

Realtor- Sell Florida Homes

CMA- Comparative Market Analysis

Thanks from Pruitt Real Estate!

From: **Allison Bayer** (jhppb@pruittrealestate.com)

Sent: Fri 11/20/09 11:47 AM

To: wpr686@hotmail.com

Attachments:

image001.gif (0.1 KB), image002.gif (0.1 KB), Listing Agreement.pdf (277.6 KB)

7441986197

Pruitt

Serving
w

EXH. E
Proof of
Listing Agreements
E

Corporate/Relocation
10 S. Harbor City
Melbourne, FL 32901
321-723-1147/723-
6515
800-760-6995
321-729-9887 fax

Commercial Group
10 S. Harbor City Blvd.
Melbourne, FL 32901
321-723-1147
800-977-8488
321-723-1484 fax

192-Melbourne
Palm Bay
125 W. New Haven
Ave.
Melbourne, FL 32901
321-725-9810
800-486-2935
321-723-2352 fax

US 1/Melbourne
10 S. Harbor City
Melbourne, FL 32901
321-723-1010
800-977-8488
321-984-8321 fax

Suntree/Viera
5410 Murrell Rd., Ste
107
Viera, FL 32955
321-433-3319
800-351-2634
321-433-0137 fax

Satellite Beach
1790 Hwy. A1A, Ste.
110
Satellite Beach, FL
32937
321-773-7200
800-486-2960
321-773-0718 fax

November 20, 2

Rainer Warner
510 Entrada St.
Palm Bay, FL 32909

Reference: 510 Entrada St,

Dear Rainer,

Thank you for listing your property with Pruitt Real Estate, Inc.! Attached is a copy of our listing agreement.

We take pride in our work and will do our best to obtain the highest price for your property in the least amount of time on the market.

Stephan Rouveyrol is a respected professional devoted to his work. You can rest assured that we are dedicated to marketing your property and getting it sold, while keeping you updated in the process.

Please call me if I can be of assistance, and thank you again for choosing Pruitt Real Estate, Inc. to sell your property.

Sincerely,

PRUITT REAL ESTATE, INC.

Diane Melrose
(321) 637-2606

7441986197

Exclusive Right of Sale Listing Agreement

This Exclusive Right of Sale Listing Agreement ("Agreement") is between

Rainer P. Warner

("Seller") and

Pruitt Real Estate, Inc.

("Broker").

1. AUTHORITY TO SELL PROPERTY: Seller gives Broker the EXCLUSIVE RIGHT TO SELL the real and personal property (collectively "Property") described below, at the price and terms described below, beginning the 19 day of November, 2009, and terminating at 11:59 p.m. the 19 day of May, 2010 ("Termination Date"). Upon full execution of a contract for sale and purchase of the Property, all rights and obligations of this Agreement will automatically extend through the date of the actual closing of the sales contract. Seller and Broker acknowledge that this Agreement does not guarantee a sale. This Property will be offered to any person without regard to race, color, religion, sex, handicap, familial status, national origin or any other factor protected by federal, state or local law. Seller certifies and represents that he/she/it is legally entitled to convey the Property and all improvements.

2. DESCRIPTION OF PROPERTY:

(a) Real Property Street Address: 510 SE Entrada St, Palm Bay FL

32909

Legal Description: Port Malabar Unit 12 Lots 15 & 16 Blk 529 Tax Acct
2927756

(b) Personal Property, including appliances: Electric Range

☐ See Attachment

(c) Occupancy: Property ☐ is ☒ is not currently occupied by a tenant. If occupied, the lease term expires

☐ See Attachment

3. PRICE AND TERMS: The property is offered for sale on the following terms, or on other terms acceptable to Seller:

(a) Price: 188,000

(b) Financing Terms: ☒ Cash ☒ Conventional ☒ VA ☒ FHA ☐ Other

☐ Seller Financing: Seller will hold a purchase money mortgage in the amount of \$_____ with the following terms:

☐ Assumption of Existing Mortgage: Buyer may assume existing mortgage for \$_____ plus an assumption fee of \$_____. The mortgage is for a term of _____ years beginning in _____ at an interest rate of _____% ☐ fixed ☐ variable (describe) _____

Lender approval of assumption ☐ is required ☐ is not required ☐ unknown. Notice to Seller: You may remain liable for an assumed mortgage for a number of years after the Property is sold. Check with your lender to determine the extent of your liability. Seller will ensure that all mortgage payments and required escrow deposits are current at the time of closing and will convey the escrow deposit to the buyer at closing.

(c) Seller Expenses: Seller will pay mortgage discount or other closing costs not to exceed _____% of the purchase price; and any other expenses Seller agrees to pay in connection with a transaction.

4. BROKER OBLIGATIONS AND AUTHORITY: Broker agrees to make diligent and continued efforts to sell the Property until a sales contract is pending on the Property. Seller authorizes Broker to:

(a) Advertise the Property as Broker deems advisable including advertising the Property on the Internet unless limited in (4)(a)(i) or (4)(a)(ii) below.

(Seller opt-out)(Check one if applicable)

☒ (i) Display the Property on the Internet except the street address of the Property shall not be displayed on the Internet.

☐ (ii) Seller does not authorize Broker to display the Property on the Internet.

Seller understands and acknowledges that if Seller selects option (ii), consumers who conduct searches for listings on the Internet will not see information about the listed property in response to their search.

_____/_____
Initials of Seller.

(b) Place appropriate transaction signs on the Property, including "For Sale" signs and "Sold" signs (once Seller signs a sales contract) and use Seller's name in connection with marketing or advertising the Property.

(c) Obtain information relating to the present mortgage(s) on the Property.

(d) Place the Property in a multiple listing service ("MLS"). Seller authorizes Broker to report to the MLS this listing information and price, terms and financing information on any resulting sale for use by authorized Board / Association members, MLS participants and subscribers; and

Seller (RW) (_____) and Broker/Sales Associate (_____) (_____) acknowledge receipt of a copy of this page, which is Page 1 of 4 Pages.

7441986197

- 52 (e) Provide objective comparative market analysis information to potential buyers; and
53* (f) (Check if applicable) ☐ Use a lock box system to show and access the Property. A lock box does not ensure the
54 Property's security; **Seller** is advised to secure or remove valuables. **Seller** agrees that the lock box is for **Seller's** benefit and
55 releases **Broker**, persons working through **Broker** and **Broker's** local Realtor Board / Association from all liability and
56* responsibility in connection with any loss that occurs. ☒ Withhold verbal offers. ☒ Withhold all offers once **Seller** accepts a
57 sales contract for the Property.
58 (g) Act as a transaction broker of **Seller**.
59 (h) **Virtual Office Websites**: Some real estate brokerages offer real estate brokerage services online. These websites are
60 referred to as Virtual Office Websites ("VOW"). An automated estimate of market value or reviews and comments about a
61 property may be displayed in conjunction with a property on some VOWs. Anyone who registers on a Virtual Office Website
62 may gain access to such automated valuations or comments and reviews about any property displayed on a VOW. Unless
63 limited below, a VOW may display automated valuations or comments/reviews (blogs) about this Property.
64* ☒ **Seller** does not authorize an automated estimate of the market value of the listing (or hyperlink to such estimate) to be
65 displayed in immediate conjunction with the listing of this Property.
66* ☒ **Seller** does not authorize third parties to write comments or reviews about the listing of the Property (or display a hyperlink
67 to such comments or reviews) in immediate conjunction with the listing of this Property.

68 **5. SELLER OBLIGATIONS**: In consideration of **Broker's** obligations, **Seller** agrees to:

- 69 (a) Cooperate with **Broker** in carrying out the purpose of this Agreement, including referring immediately to **Broker** all
70 inquiries regarding the Property's transfer, whether by purchase or any other means of transfer.
71 (b) Provide **Broker** with keys to the Property and make the Property available for **Broker** to show during reasonable times.
72 (c) Inform **Broker** prior to leasing, mortgaging or otherwise encumbering the Property.
73 (d) Indemnify **Broker** and hold **Broker** harmless from losses, damages, costs and expenses of any nature, including
74 attorney's fees, and from liability to any person, that **Broker** incurs because of (1) **Seller's** negligence, representations,
75 misrepresentations, actions or inactions, (2) the use of a lock box, (3) the existence of undisclosed material facts about the
76 Property, or (4) a court or arbitration decision that a broker who was not compensated in connection with a transaction is
77 entitled to compensation from **Broker**. This clause will survive **Broker's** performance and the transfer of title.
78 (e) To perform any act reasonably necessary to comply with FIRPTA (Internal Revenue Code Section 1445).
79 (f) Make all legally required disclosures, including all facts that materially affect the Property's value and are not readily
80 observable or known by the buyer. **Seller** certifies and represents that **Seller** knows of no such material facts (local
81* government building code violations, unobservable defects, etc.) other than the following:
82* _____

83 **Seller** will immediately inform **Broker** of any material facts that arise after signing this Agreement.

- 84 (g) Consult appropriate professionals for related legal, tax, property condition, environmental, foreign reporting requirements
85 and other specialized advice.

86 **6. COMPENSATION**: **Seller** will compensate **Broker** as specified below for procuring a buyer who is ready, willing and able to
87 purchase the Property or any interest in the Property on the terms of this Agreement or on any other terms acceptable to
88 **Seller**. **Seller** will pay **Broker** as follows (plus applicable sales tax):

- 89* (a) 6 % of the total purchase price OR \$ _____, no later than the date of closing specified in
90 the sales contract. However, closing is not a prerequisite for **Broker's** fee being earned.
91* (b) _____ (\$ or %) of the consideration paid for an option, at the time an option is created. If the option is exercised,
92 **Seller** will pay **Broker** the paragraph 6(a) fee, less the amount **Broker** received under this subparagraph.
93* (c) _____ (\$ or %) of gross lease value as a leasing fee, on the date **Seller** enters into a lease or agreement to
94 lease, whichever is soonest. This fee is not due if the Property is or becomes the subject of a contract granting an exclusive
95 right to lease the Property.
96 (d) **Broker's** fee is due in the following circumstances: (1) If any interest in the Property is transferred, whether by sale, lease,
97 exchange, governmental action, bankruptcy or any other means of transfer, regardless of whether the buyer is secured by
98 **Broker**, **Seller** or any other person. (2) If **Seller** refuses or fails to sign an offer at the price and terms stated in this Agreement,
99* defaults on an executed sales contract or agrees with a buyer to cancel an executed sales contract. (3) If, within _____ days after
100 Termination Date ("Protection Period"), **Seller** transfers or contracts to transfer the Property or any interest in the Property to any
101 prospects with whom **Seller**, **Broker** or any real estate licensee communicated regarding the Property prior to Termination Date.
102 However, no fee will be due **Broker** if the Property is relisted after Termination Date and sold through another broker.
103* (e) Retained Deposits: As consideration for **Broker's** services, **Broker** is entitled to receive _____ % of all deposits that
104 **Seller** retains as liquidated damages for a buyer's default in a transaction, not to exceed the paragraph 6(a) fee.

105 **7. COOPERATION AND COMPENSATION WITH OTHER BROKERS**: **Broker's** office policy is to cooperate with all other
106* brokers except when not in **Seller's** best interest: ☒ and to offer compensation in the amount of 3 % of the
107* purchase price or \$ _____ to **Buyer's** agents, who represent the interest of the buyers, and not the interest of **Seller** in

108* **Seller** (RW) (_____) and **Broker/Sales Associate** (_____) (_____) acknowledge receipt of a copy of this page, which is Page 2 of 4 Pages.

7441986197

109* a transaction; ☒ and to offer compensation in the amount of 3 % of the purchase price or \$ _____ to a
110* broker who has no brokerage relationship with the Buyer or Seller; ☒ and to offer compensation in the amount of
111* 3 % of the purchase price or \$ _____ to Transaction brokers for the Buyer; ☐ None of the above (if this is
112 checked, the Property cannot be placed in the MLS.)

113 **8. BROKERAGE RELATIONSHIP:** Under this Agreement, Broker will be acting as a transaction broker, Broker will deal
114 honestly and fairly with Seller, will account for all funds, will use skill, care, and diligence in the transaction, will disclose all
115 known facts that materially affect the value of the residential property which are not readily observable to the buyer, will present
116 all offers and counteroffers in a timely manner unless directed otherwise in writing and will have limited confidentiality with Seller
117 unless waived in writing.

118 **9. CONDITIONAL TERMINATION:** At Seller's request, Broker may agree to conditionally terminate this Agreement. If Broker
119 agrees to conditional termination, Seller must sign a withdrawal agreement, reimburse Broker for all direct expenses incurred
120 in marketing the Property and pay a cancellation fee of \$ 0 plus applicable sales tax. Broker may void the
121 conditional termination and Seller will pay the fee stated in paragraph 6(a) less the cancellation fee if Seller transfers or
122 contracts to transfer the Property or any interest in the Property during the time period from the date of conditional termination
123 to Termination Date and Protection Period, if applicable.

124 **10. DISPUTE RESOLUTION:** This Agreement will be construed under Florida law. All controversies, claims and other matters
125 in question between the parties arising out of or relating to this Agreement or the breach thereof will be settled by first
126 attempting mediation under the rules of the American Mediation Association or other mediator agreed upon by the parties. If
127 litigation arises out of this Agreement, the prevailing party will be entitled to recover reasonable attorney's fees and costs, unless
128 the parties agree that disputes will be settled by arbitration as follows: **Arbitration:** By initialing in the space provided, Seller
129* () (), Listing Associate () and Listing Broker () agree that disputes not resolved by mediation will be settled
130 by neutral binding arbitration in the county in which the Property is located in accordance with the rules of the American
131 Arbitration Association or other arbitrator agreed upon by the parties. Each party to any arbitration (or litigation to enforce the
132 arbitration provision of this Agreement or an arbitration award) will pay its own fees, costs and expenses, including attorney's
133 fees, and will equally split the arbitrators' fees and administrative fees of arbitration.

134 **11. MISCELLANEOUS:** This Agreement is binding on Broker's and Seller's heirs, personal representatives, administrators,
135 successors and assigns. Broker may assign this Agreement to another listing office. This Agreement is the entire agreement
136 between Broker and Seller. No prior or present agreements or representations shall be binding on Broker or Seller unless
137 included in this Agreement. Signatures, initials and modifications communicated by facsimile will be considered as originals.
138 The term "buyer" as used in this Agreement includes buyers, tenants, exchangors, optionees and other categories of potential
139 or actual transferees.

140* **12. ADDITIONAL TERMS:**

141* _____
142* _____
143* _____
144* _____
145* _____
146* _____
147* _____
148* _____
149* _____
150* _____
151* _____
152* _____
153* _____
154* _____
155* _____
156* _____

157* Seller (RW) () and Broker/Sales Associate () () acknowledge receipt of a copy of this page, which is Page 3 of 4 Pages.

7441986197

158* Date: 19 Nov 09 Seller's Signature: [Signature] Tax ID No: _____

159* Home Telephone: _____ Work Telephone: _____ Facsimile: _____

160* Address: _____

161* Date: _____ Seller's Signature: _____ Tax ID No: _____

162* Home Telephone: _____ Work Telephone: _____ Facsimile: _____

163* Address: _____

164* Date: 11/20/09 Authorized Listing Associate or Broker: [Signature]

165* Brokerage Firm Name: _____ Telephone: _____

166* Address: _____

167* Copy returned to Customer on the _____ day of _____ by: ☐ personal delivery ☐ mail ☐ E-mail ☐ facsimile.

The Florida Association of REALTORS® makes no representation as to the legal validity or adequacy of any provision of this form in any specific transaction. This standardized form should not be used in complex transactions or with extensive riders or additions. This form is available for use by the entire real estate industry and is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics.

The copyright laws of the United States (17 U.S. Code) forbid the unauthorized reproduction of this form by any means including facsimile or computerized forms.

168* Seller (RW) (_____) and Broker/Sales Associate (_____) (_____) acknowledge receipt of a copy of this page, which is Page 4 of 4 Pages.

THIRD PARTY AUTHORIZATION and AGREEMENT to RELEASE

(Please complete and return if you ONLY want us to speak with your Real Estate Agent, or any other designated third party on your behalf.)

Account Number: 7441986197 Name: RAINER WARNER

Property Address: 510 Entrada St. Palm Bay, FL 32909



Before you sign this authorization, please be aware that...

- There is never a fee to get assistance or information about the Making Home Affordable program from your lender or a HUD-approved housing counselor.
- Beware of any person or organization that asks you to pay a fee in exchange for housing counseling services or modification of a delinquent loan.
- Beware of anyone who says they can "save" your home if you sign or transfer over the deed to your house. Do not sign over the deed to your property to any organization or individual unless you are working directly with your mortgage company to forgive your debt.
- ONLY use HUD certified counseling agencies: Call **1.800.CALL.FHA** to find a HUD-certified housing counseling agency
- Never make your mortgage payments to anyone other than your mortgage company without their approval.

I/we do hereby authorize (my lender/mortgage servicer) to release or otherwise provide to:

Stephan Rouveyrol of Pruitt in his/her capacity as
Name Company (if applicable)

Relationship (if applicable) 321 723-9810
Phone Number

public and non-public personal financial information contained in my loan account which may include, but is not limited to, loan balances, final payoff statement, loan payment history, payment activity, and/or property information.

We, the lender/mortgage servicer, will take reasonable steps to verify the identity of the 3rd party authorized above, but will have no responsibility or liability to verify the true identity of the requestor when he/she asks to discuss my account or seeks information about my account. Nor shall we, the lender/mortgage servicer, have any responsibility or liability for what the requestor may do with the information he/she obtains concerning my account.

I/we do hereby indemnify and forever hold harmless the lender/mortgage servicer, from all actions and causes of actions, suits, claims, attorney fees, or demands against the lender/servicer which I/we and/or my heirs may have resulting from the lender/mortgage servicer discussing my loan account and/or providing any information concerning the loan account to the above named requestor or person identifying themselves to be that requestor.

If you agree to this Authorization and the terms of the Release as stated above, please sign, date, and return with the Financial Analysis form.

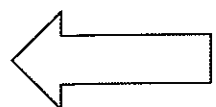
NOTE: No information concerning your account will be provided until we have received this executed document. The **authorization needs to be in the name of an individual (not a company)** and a form needs to be completed for each authorized individual. All parties on the Mortgage must sign.

Rainer Warner
Printed Borrower Name

Date 17 Nov 09
Printed Borrower Name

Rainer Warner
Borrower Signature

Date 17 Nov 09
Borrower Signature



Please complete and return if you want us to speak with your Real Estate Agent, or any other designated third party on your behalf. If you do not wish to authorize any other individuals, do not fill out this form.

Account Number: 7441986197 Name: RAINER P WARNER
Property Address: 520 SE ENTRADA STREET PALM BAY FL 32909



Before you sign this authorization, please be aware that...

- There is never a fee to get assistance or information about the Making Home Affordable program from your lender or a HUD-approved housing counselor.
- Beware of any person or organization that asks you to pay a fee in exchange for housing counseling services or modification of a delinquent loan.
- Beware of anyone who says they can "save" your home if you sign or transfer over the deed to your house.
- Do not sign over the deed to your property to any organization or individual unless you are working directly with your mortgage company to forgive your debt.
- ONLY use HUD certified counseling agencies: Call **1.800.CALL.FHA** to find a HUD-certified housing counseling agency.
- Never make your mortgage payments to anyone other than your mortgage company without their approval.

I/we do hereby authorize (my lender/mortgage servicer) to release or otherwise provide to:

Shawn Bell

Name

N/A

Relationship (if applicable)

of Sell Florida Homes, Inc.

Company Name

321 720-0018

Phone Number

in his/her capacity as

Email Address

public and non-public personal financial information contained in my loan account which may include, but is not limited to, loan balances, final payoff statement, loan payment history, payment activity, and/or property information.

We, the lender/mortgage servicer, will take reasonable steps to verify the identity of the 3rd party authorized above, but will have no responsibility or liability to verify the true identity of the requestor when he/she asks to discuss my account or seeks information about my account. Nor shall we, the lender/mortgage servicer, have any responsibility or liability for what the requestor may do with the information he/she obtains concerning my account.

I/we do hereby indemnify and forever hold harmless the lender/mortgage servicer, from all actions and causes of actions, suits, claims, attorney fees, or demands against the lender/servicer which I/we and/or my heirs may have resulting from the lender/mortgage servicer discussing my loan account and/or providing any information concerning the loan account to the above named requestor or person identifying themselves to be that requestor

If you agree to this Authorization and the terms of the Release as stated above, please sign, date, and return with the Financial Analysis form

NOTE: No information concerning your account will be provided until we have received this executed document. The **authorization needs to be in the name of an individual (not a company)** and a form needs to be completed for each authorized individual. **All parties on the Mortgage must sign.**

RAINER WARNER

Borrower Printed Name

Rainer Warner

Borrower Signature

23 Oct 12

Date

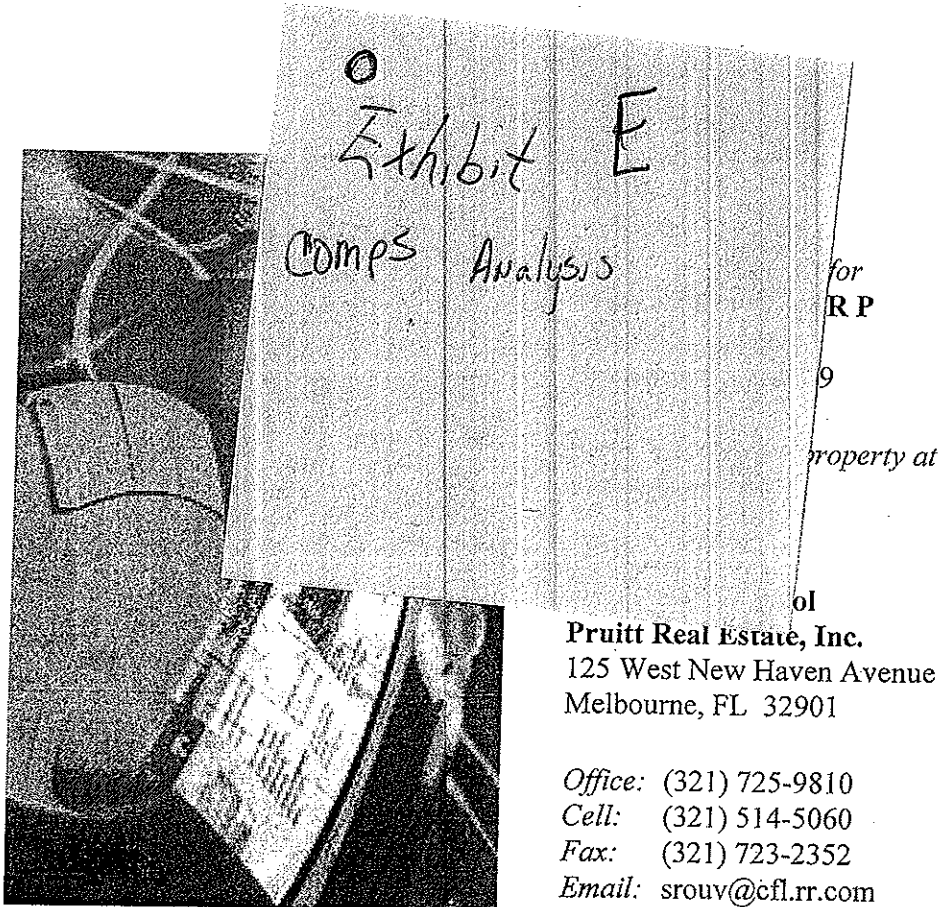
SIGN AND DATE HERE

Co-Borrower Printed Name

Co-Borrower Signature

Date

Comparative Market Analysis



All information regardless of source, including square footage and lot sizes, is deemed reliable but not guaranteed and should be verified by personal inspection and/or with the appropriate professionals.



May 13, 2009

WARNER, RAINER P
510 Se Entrada St
Palm Bay, FL 32909

Thank you for selecting me to help sell your property. I m looking forward to be working with you.

I believe our marketing plan will generate a great deal of interest in this property, and I will keep you informed about our progress. With my background in real estate, and the value represented by your property, we should receive an offer soon.

As you are aware, there are many aspects to selling a property. Some aspects include finding the right price, developing a strong marketing plan, and keeping the property looking good for prospective buyers. By working together, I am confident we will get the results you want.

The following comparative market analysis reflects the current market conditions. All the selected comparable properties have sold within the past four months.

Please feel free to call me at any time if you have any question. I look forward to a mutually rewarding relationship with you.

Respectfully,

Stephan Rouveyrol



Stephan Rouveyrol
Office: (321) 725-9810
Cell: (321) 514-5060
Fax: (321) 723-2352
Email: srouv@cfl.rr.com



Comparable Properties
Active



Address: 3043 SE Tazewell MLS #: 531558
City: PALM BAY Res Type: Single Family
State, Zip: FL 32909 Living Area: 1757
Area: 343 SE Palm Bay Taxes: \$3,213
County: Brevard Tax Yr: 2008
Acreage: .46 Yr Blt: 1996
List Date: 01-FEB-09 List \$: \$199,900 DOM: 101
Sell Date: Sell \$: Sell/List Ratio:
\$ / Sqft: \$114

Legal Description: LOTS 11 AND 12 BLK 1184 UNIT 24

Living SQFT:	1757	Split Bed Y/N:	Yes	Pool Y/N:	Yes	Zoning:	RES
Bedrooms:	3	Fireplace Y/N:	Yes	HOA Y/N:	No	Subdiv/Condo:	PORT MALABAR
Baths:	2	Waterfront Y/N:	No	HOA \$:		Assessment:	
Half-Baths:	0	Wtrfrnt Type:		Warranty Y/N:	No	Furnishings:	

Dwelling Style: 1 Story
Construction: Concrete Block
Exterior Features: Barbeque, Deck, Patio, Porch, Screened, Storage/shed, Fence-chainlink
Community Amenities:
Additional Rooms: Converted Garage, Florida Room, Laundry
Location Description: Lot-city
Interior Features: Breakfast Bar, Ceiling Fans, Closet- Walk Ins, Fireplace-wood Burning, Formal Dining Room, Formal Living
Equip/appliances: Dishwasher, Disposal, Garage Door Opener, Laundry Hook Up, Microwave-built In, Range-electric,
Exterior Finish: Stucco
Utilities: Cooling-electric, Fuel-electric, Heating-central, Heating-electric, Hot Water-electric, Utilities-cable Avail,
Dwelling View:
Roof: Shingle-asphalt

Remarks: RELAX BY THE CHEMICAL FREE POOL ON THE HUGE DECK IN A TROPICAL PARADISE..STAINLESS APPLIANCES..GRANITE COUNTERTOPS..FIREPLACE..TILES AND LAMINATE FLOORS..HURRICANE PROOF WINDOWS..BASKETBALL COURT..A/C IN GARAGE..WATER SOFTNER..ALARM OWNED..PLANT SHELVES AND MUCH, MUCH MORE !! A MUST SEE!!!!

Directions: SAN FILIPPO THEN LEFT ON TIVOLI AND RIGHT ON CAROUSEL WHICH BECOMES TAZEWEELL AVE



Stephan Rouveyrol
Office: (321) 725-9810
Cell: (321) 514-5060
Fax: (321) 723-2352
Email: srouv@cfl.rr.com



Price Recommendation

The recommended price is based on our review of properties similar to your own which are currently for sale or have recently been sold. Our analysis suggests that your property should be listed at:

\$159,927 to \$170,672

Pricing your property correctly is crucial. A property which is priced correctly will attract more buyers than one which is priced above the current market value. I look forward to working with you to get your property sold quickly.



Stephan Rouveyrol
Office: (321) 725-9810
Cell: (321) 514-5060
Fax: (321) 723-2352
Email: srouv@cfl.rr.com

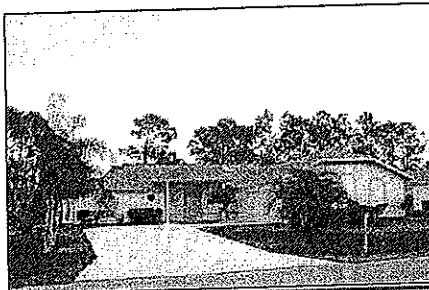


R627270K

879 SW SANTO DOMINGO AVE, PALM BAY, FL 32908

Customer w/Gallery

\$56,800*



Area: 345 SW Palm Bay
Subdiv/Condo: PORT MALABAR UNIT 37
Res Type: Single Family Detached
Waterfront: No
Waterfrnt Type:
Lot Dim: 125 X 80
Acreage: .23
Furnishings:
Parking: 2 Car Garage
Living SqFt: 1708
Total SqFt:

County: Brevard
Map Coord:
Bedrooms: 3
Baths: 2
Half Baths: 0
Split Bed: Yes
Year Built: 1991
Home Warranty: No
Fireplace: No
Pool: No
Pool Type:

Narrative: Short sale. Pre-Approved List price by the Lender. A/C unit does not work – may need replacement. There is a small area of MOLD in kitchen – under \$1,000 to repair.

Directions: From Jupiter, South on Degroot, West on Hart, Rt on Santo Domingo. (Second house on Right)

Measurements: Other	Pool Size:	Dining Rm: X	Kitchen: 13 X 18
Living Rm: 18 X 30	Family Rm: 12 X 20	Bedroom 3: 11 X 11	Bedroom 4: X
Master Bedrm: 13 X 14	Bedroom 2: 11 X 11	Porch Size: 12x20	Patio Size:
Other Rm: X	Other Rm Desc:		

Map Page:	Unit/Add'n:	Front Door Faces: W	Deed Rest:
Equitable Interest:	Bank Owned: No	Assumable:	P.U.D:
55+ Community: No	Gated Community: No	Home Ownrs Assc: No	HOA\$/Term: /
Assessment:	Corp Owned: No	Other Fees:	Other Fees\$/Term: /

Short Sale: Yes
Auction Y/N: No
Auction Date:
Auction Time:

Int Features: Ceiling Fans, Ceiling-Cathedral/Vaulted, Closet- Walk Ins, Formal Living Room, Kitchen-Eat In, Kitchen-Island, Open Floor Plan, Skylights, Window Treatments
Ext Features: Porch, Screened, Storage/Shed
Utilities: Cooling-Central, Fuel-Electric, Heating-Central, Hot Water-Electric, Utilities-Cable Avail, Utilities-Standard Septic, Utilities-Telephone, Utilities-Well Water
Equip/App: Dishwasher, Dryer, Garage Door Opener, Ice Maker Hookup, Microwave-Built in, Range-Electric, Refrigerator, Washer, Water Treatment System

Construction: Concrete Block	Ext Finish: Stucco
Floor: Carpet, Tile	Roof: Shingle-Asphalt
Location: Lot-City	Master Bath: Double Sink, Shower, Tub
Add'n Rooms: Laundry	Pool:
Water Desc:	Pets:
Comm Amen:	Dwell Style: 1 Story
Assoc Fee Inc:	Dwell View:
Security/Safe: Sec System-Owned	Restrictions:
Mgmt:	Docs on File:
Owner Consider: Cash, Conventional, FHA-VA	Closed Date:
Possess: Closing	

Taxes: \$1,005.45	Tax Year: 2011	Tax Acct:	Tax ID: 29-36-12-KH-01690.0-0015.00
Plat Book #: 0020	Plat Book Pg: 0002	Homestead: Yes	Zoning:

Legal: LOT 15 BLK 1690 **To Be Constr. Y/N:** No



Prepared by: Stephan Rouveyrol
Pruitt Real Estate, Inc.
125 West New Haven Avenue
Melbourne, FL 32901

Email : srouv@cfl.rr.com
Off. Ph# : (321) 725-9810
Agt. Ph# : (321) 725-9810 Ext.
Cell Ph# : (321) 514-5060



--- Information herein deemed reliable but not guaranteed ---
Copyright 2011, The Multiple Listing Service of Brevard, Inc. and the Space Coast Association of REALTORS 01/26/2012 01:22 PM

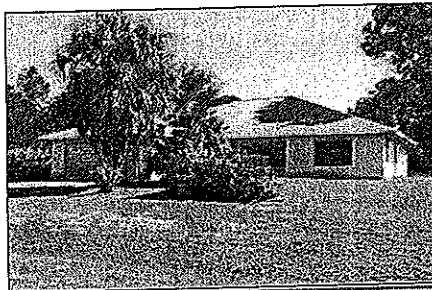
3441986197

R630044A

1135 SE ASTURIA AVE PALM BAY, FL 32909

Customer w/Gallery

\$61,800



Area: 343 SE Palm Bay
Subdiv/Condo: PORT MALABAR UNIT 12
Res Type: Single Family Detached
Waterfront: No
Waterfrnt Type:
Lot Dim: 125 X 80
Acreage: .69
Furnishings:
Parking: 2 Car Garage
Living SqFt: 1734
Total SqFt:

County: Brevard
Map Coord: R52
Bedrooms: 3
Baths: 2
Half Baths: 0
Split Bed: Yes
Year Built: 1994
Home Warranty: No
Fireplace: No
Pool: No
Pool Type:

Narrative: **REDUCED OVER \$24K on 01/24/12**NOT A SHORT SALE** Deliverable Price.** Home plus two lots on either side- Lot #'s 45,46,47. Good sized home, 3/2/2, Sold in AS-IS Condition. Many features such as Jetted Tub, His/Her Walk-Ins, Open Floor Plan, Split Bedroom Plan and So Much Potential. BANK OF AMERICA Pre-Qual Letter required for all Financed Offers. Recent Verification of Funds for All Cash Offers. EZ to Show VACANT/ELB.

Directions: Malabar to south on Eldron. Go to Breakwater, make a right to another right on Asturia.

Measurements:	Tax Rolls	Pool Size:		Dining Rm:	11 X 7	Kitchen:	11 X 9
Living Rm:	21 X 18	Family Rm:	13 X 14	Bedroom 3:	13 X 10	Bedroom 4:	X
Master Bedrm:	15 X 14	Bedroom 2:	13 X 11	Porch Size:		Patio Size:	
Other Rm:	9 X 6	Other Rm Desc:	Laundry				

Map Page:		Unit/Add'n:		Front Door Faces:	W	Deed Rest:	
Equitable Interest:		Bank Owned:	Yes	Assumable:		P.U.D:	
55+ Community:	No	Gated Community:	No	Home Ownrs Assc:	No	HOA\$/Term:	/
Assessment:		Corp Owned:	No	Other Fees:		Other Fees\$/Term:	/

Short Sale:	No	Auction Date:		Auction Time:	
Auction Y/N:	No				
Int Features:	Ceiling Fans , Ceiling-Cathedral/Vaulted , Closet- Walk Ins , Formal Living Room , Living/Dining Combo				
Ext Features:	Porch , Screened				
Utilities:	Fuel-Electric , Utilities-Standard Septic , Utilities-Well Water				
Equip/App:	Dishwasher , Range-Electric , Refrigerator				
Construction:	Frame	Ext Finish:	Siding		
Floor:	Carpet , Tile , Vinyl	Roof:	Shingle-Asphalt		
Location:	Lot-City , Sold As Is	Master Bath:	Double Sink , His/Hers Closet , Jetted Bathtub		
Add'n Rooms:	Laundry	Pool:			
Water Desc:		Pets:			
Comm Amen:		Dwell Style:	1 Story		
Assoc Fee Inc:		Dwell View:			
Security/Safe:		Restrictions:			
Mgmt:		Docs on File:			
Owner Consider:	Cash , Conventional	Closed Date:			
Possess:	Closing				

Taxes:	\$1,910.75	Tax Year:	2011	Tax Acct:		Tax ID:	29-37-07-GN-00515.0-0045.00
Plat Book #:	0015	Plat Book Pg:	0043	Homestead:	No	Zoning:	

Legal: LOTS 45, 46 & 47 BLK 515 **To Be Constr. Y/N:** No



Prepared by: Stephan Rouveyrol
Pruitt Real Estate, Inc.
125 West New Haven Avenue
Melbourne, FL 32901

Email : srouv@cfl.rr.com
Off. Ph# : (321) 725-9810
Agt. Ph# : (321) 725-9810 Ext.
Cell Ph# : (321) 514-5060



--- Information herein deemed reliable but not guaranteed ---
Copyright 2011, The Multiple Listing Service of Brevard, Inc. and the Space Coast Association of REALTORS 01/26/2012 01:22 PM

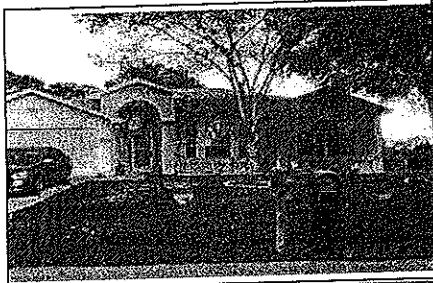
744 1986 197

R622516K

741 SE DUBUQUE AVE , PALM BAY, FL 32909

Customer w/Gallery

\$65,000*



Area: 343 SE Palm Bay
Subdiv/Condo: PORT MALABAR UNIT 12
Res Type: Single Family Detached
Waterfront: No
Waterfrnt Type:
Lot Dim: 125 X 160
Acreage: .46
Furnishings:
Parking: 2 Car Garage
Living SqFt: 1895
Total SqFt:

County: Brevard
Map Coord:
Bedrooms: 3
Baths: 2
Half Baths: 0
Split Bed: Yes
Year Built: 1996
Home Warranty: No
Fireplace: No
Pool: No
Pool Type:

Narrative: Nice 3/2 with 2 car garage in SE Palm Bay.

Directions: South on Eldron Blvd past Jupiter Blvd. Right on Brickell. Left on Du Buque. House is on the left before the curve.

Measurements:	Tax Rolls	Pool Size:		Dining Rm:	X	Kitchen:	X
Living Rm:	X	Family Rm:	X	Bedroom 3:	X	Bedroom 4:	X
Master Bedrm:	X	Bedroom 2:	X	Porch Size:		Patio Size:	
Other Rm:	X	Other Rm Desc:					

Map Page:		Unit/Add'n:		Front Door Faces:	W	Deed Rest:	
Equitable Interest:		Bank Owned:	No	Assumable:		P.U.D:	
55+ Community:	No	Gated Community:	No	Home Ownrs Assc:	No	HOA\$/Term:	/
Assessment:		Corp Owned:	No	Other Fees:		Other Fees\$/Term:	/

Short Sale: Yes
Auction Y/N: No
Auction Date:

Auction Time:

Int Features: Ceiling Fans , Master BR - Ground Floor

Ext Features: Cooling-Central , Cooling-Electric , Fuel-Electric , Heating-Central , Heating-Electric , Utilities-Cable Avail , Utilities-Standard
Utilities: Septic , Utilities-Telephone , Utilities-Well Water

Equip/Appl: Refrigerator
Construction: Concrete Block
Floor: Carpet , Tile
Location: Lot-City , Sold As Is

Ext Finish: Stucco
Roof: Shingle-Asphalt
Master Bath:
Pool:
Pets:
Dwell Style: 1 Story
Dwell View: View - West
Restrictions:
Docs on File:

Mgmtnt:
Owner Consider: Cash , Conventional , FHA-VA , Short Sale-See Agt Remrks
Possess: Closing

Closed Date:

Taxes: \$2,496.87	Tax Year: 2012	Tax Acct:	Tax ID: 29-37-07-GN-00486.0-0008.00
Plat Book #: 0015	Plat Book Pg: 0043	Homestead: No	Zoning:

Legal: LOTS 8 & 9 BLK 486 To Be Constr. Y/N: No



Prepared by: Stephan Rouveyrol
Pruitt Real Estate, Inc.
125 West New Haven Avenue
Melbourne, FL 32901

Email : srouv@cfl.rr.com
Off. Ph# : (321) 725-9810
Agt. Ph# : (321) 725-9810 Ext.
Cell Ph# : (321) 514-5060



--- Information herein deemed reliable but not guaranteed ---

Copyright 2011, The Multiple Listing Service of Brevard, Inc. and the Space Coast Association of REALTORS 01/26/2012 01:22 PM

7441986197

R628975C

425 SE ABELLO RD , PALM BAY, FL 32909

Customer w/Gallery

LS\$65,000
SS\$85,000



Area: 343 SE Palm Bay
Subdiv/Condo: PORT MALABAR UNIT 50
Res Type: Single Family Detached
Waterfront: No
Waterfrnt Type: See Remarks
Lot Dim: X
Acreage: .39
Furnishings:
Parking: 2 Car Garage
Living SqFt: 1747
Total SqFt: 2407

County: Brevard
Map Coord: R57
Bedrooms: 3
Baths: 2
Half Baths: 0
Split Bed: Yes
Year Built: 1990
Home Warranty: No
Fireplace: No
Pool: Yes
Pool Type: Private

Narrative: Dynamite home in AWESOME LOCATION (city water) Soaring ceilings with skylights! Open split plan laminate floors in living rm, tile in family rm, plant shelves, arched windows & more! Trussed screen porch with a bar. HUGE fenced YARD on canal! Large eat in kitchen with breakfast bar & all appliances! Dazzling master suite with garden tub, shower and walk in closet! New Huge above ground on concrete deck. Popular unit 50 close to everything!

Directions: Malabar Road to South on Eldron Approximately 2.5 miles, then right on Abello, home on the right.

Measurements: Other	Pool Size:			
Living Rm: 14 X 13	Family Rm: 17 X 13	Dining Rm: 10 X 10	Kitchen: 19 X 11	
Master Bedrm: 18 X 12	Bedroom 2: 12 X 11	Bedroom 3: 11 X 11	Bedroom 4: X	
Other Rm: X	Other Rm Desc: Laundry	Porch Size: 10X16	Patio Size:	

Map Page:	Unit/Add'n:	Front Door Faces: S	Deed Rest: No
Equitable Interest: No	Bank Owned: No	Assumable: No	P.U.D: No
55+ Community: No	Gated Community: No	Home Ownrs Assc: No	HOA\$/Term: /
Assessment:	Corp Owned: No	Other Fees:	Other Fees\$/Term: /

Short Sale: No
Auction Y/N: No
Auction Date:
Auction Time:

Int Features: Breakfast Bar , Ceiling Fans , Ceiling-Cathedral/Vaulted , Closet- Walk Ins , Formal Dining Room , Formal Living Room , Master BR - Ground Floor , Kitchen-Eat In , Open Floor Plan , Skylights , Window Treatments , Family Room

Ext Features: Porch , Screened , Storage/Shed , Fence-Chainlink
Utilities: Cooling-Central , Cooling-Electric , Fuel-Electric , Heating-Central , Heating-Electric , Hot Water-Electric , Utilities-Cable Avail , Utilities-City Water , Utilities-Standard Septic , Utilities-Telephone

Equip/Appl: Dishwasher , Garage Door Opener , Ice Maker Hookup , Laundry Hook Up , Microwave-Built in , Range-Electric , Refrigerator , Range with Oven

Construction: Concrete Block	Ext Finish: Painted , Stucco
Floor: Carpet , Laminate , Tile	Roof: Shingle-Asphalt
Location: Drainage Canal , Irregular , Lot-City	Master Bath: Shower , Tub
Add'n Rooms: Laundry	Pool: Above Ground
Water Desc: Other-Call Agent	Pets:
Comm Amen:	Dwell Style: 1 Story
Assoc Fee Inc:	Dwell View:
Security/Safe: Sec System-Monitored , Sec System-Owned , Smoke/CO Detector	Restrictions:

Mgmt:
Owner Consider: Cash , Conventional , FHA-VA
Possess: Closing
Docs on File:
Closed Date: 01/25/2012

Taxes: \$1,994.96
Plat Book #: 0023
Tax Year: 2011
Plat Book Pg: 0004
Tax Acct:
Homestead: Yes
Tax ID: 29-37-18-JR-02660.0-0023.00
Zoning:

Legal: LOT 23 BLK 2660
To Be Constr. Y/N: No



Prepared by: Stephan Rouveyrol

Pruitt Real Estate, Inc.

125 West New Haven Avenue
Melbourne, FL 32901

Email : srouv@cfl.rr.com

Off. Ph# : (321) 725-9810

Agt. Ph# : (321) 725-9810 Ext.

Cell Ph# : (321) 514-5060



— Information herein deemed reliable but not guaranteed —

Copyright 2011, The Multiple Listing Service of Brevard, Inc. and the Space Coast Association of REALTORS 01/26/2012 01:22 PM

7441986197

R555541A

510 SE ENTRADA ST, PALM BAY, FL 32909

\$169,900*



Area: 343 SE Palm Bay
 Subdiv/Condo: PORT MALABAR UNIT 12
 Res Type: Single Family Detached
 Waterfront: No
 Wtrfrnt Type:
 Lot Dim: X
 Acreage: .49
 Furnishings:
 Parking: 4+ Car Garage, Detached, Open
 Parking, R/V Boat Space
 Living SqFt: 1550
 Total SqFt: 2982

County: Brevard
 Map Coord: R-56
 Bedrooms: 3
 Baths: 2
 Half Baths: 0
 Split Bed: No
 Year Built: 1995
 Home Warranty: No
 Fireplace: No
 Pool: Yes
 Pool Type: Private

**3 Bedrooms 2 Baths 0 Half Baths
 1550 Living SqFt**

Narrative: DIMENSIONAL ROOF REPLACED IN 2007. Great potential! Plenty of room. 550 sq. ft. enclosed porch not included in square footage! Extra 800 sq. ft 2 car garage/workshop. RV parking. 2 lots. Huge designer screened pool. Perfect for a large family!
Directions: From MALABAR Rd, Go South on ELDRON, Left on ENTRADA, house will be on your Right.

Measurements: Tax Rolls	Pool Size:			
Living Rm: X	Family Rm: X	Dining Rm: X	Kitchen: X	
Master Bedrm: X	Bedroom 2: X	Bedroom 3: X	Bedroom 4: X	
Other Rm: X	Other Rm Desc:	Porch Size:	Patio Size:	

Map Page:	Unit/Add'n:	Front Door Faces: N	Deed Rest:
Equitable Interest:	Bank Owned: No	Assumable:	P.U.D:
55+ Community: No	Gated Community: No	Home Ownrs Assc: No	HOA\$/Term: /
Assessment:	Corp Owned: No	Short Sale: Yes	
Other Fees:	Other Fees\$/Term: /		

Condo Unit#: **Unit Floor Number:** **Total Floors in Bldg:**
Int Features: Breakfast Bar, Ceiling Fans, Ceiling-Cathedral/Vaulted, Closet- Walk Ins, Formal Dining Room, Open Floor Plan, Window Treatments

Ext Features: Fence - Private, Patio, Porch, Workshop
Utilities: Cooling-Central, Cooling-Electric, Heating-Central, Heating-Electric, Hot Water-Electric, Utilities-Septic Sys, Utilities-Telephone, Utilities-Well Water

Equip/Appl: Range-Electric	Ext Finish: Stucco
Construction: Concrete Block	Roof: Shingle-Asphalt
Floor: Carpet, Laminate, Tile	Master Bath: Tub
Location: Fruit Trees, Lot-City	Add'n Rooms: Florida Room, Utility
Pool: Inground, Screened	Pets:
Water Desc:	Dwell Style: 1 Story

Dwell View:
Assoc Fee Inc:
Comm Amen:
Security/Safe:
Mgmt:
Showing: Appointment Required, Call List Office, No Sign on Property
Restrictions:
Docs on File:
Owner Consider: Cash, Conventional, FHA-VA, Short Sale-See Agt Remrks

Possess: **Free and Clear:**

Taxes: \$1,901.96 **Tax Year:** 2010 **Tax Acct:** 2927756 **Tax ID:** 29-37-07-GN-00529.0-0015.00

Plat Book #: 0015 **Plat Book Pg:** 0043 **Zoning:** **Homestead:** Yes

Legal: LOTS 15 & 16 BLK 529

List Off: Pruitt Real Estate, Inc.

Firm/Office: 0008/ 5

Phone/Fax: (321) 725-9810 / (321) 723-2352

Email:

List Agt: Stephan Rouveyrol
Phone: (321) 725-9810
Email: srouv@cfl.rr.com
Co Lagt:

Lockbox Serial #:

Agent#: 208724
Cell: (321) 514-5060

Agent#:

Agt Remarks: Short sale. Listing broker will split commission 50/50 if renegotiated by bank.

Off Remarks:

List Date: 11/20/2009	Buyer Agent: 3%	Trans Agent: 3%	Sub Agent: 0%
Closed Date:	Sold Price:	Sold Terms:	Non-Rep: 3%
Cont Date:	Orig List \$: \$188,000	DOM/CDOM: 410 / 407	Var Comm: No
Contract Date:	Pend Agt:	Bonus: No	
Expire Date: 06/30/2011	List Type: Exclusive Right	Bonus Amt:	Internet: Yes
Withdrawn Dt:	Type of Service: full	Cont Type:	

Svc Not Provided:

Owner/Co-Owner: WARNER, RAINER P /

Original List Agent: Stephan Rouveyrol

Appt Phone:

Contact:
 () -

Appt:

---- Information herein deemed reliable but not guaranteed Copyright 2010 Brevard MLS 01/04/2011 02:56 PM ----

EXHIBIT F

Proof of offer

(In response to #10, pg.8)

RAINER P WARNER
510 SE ENTRADA STREET
PALM BAY, FL. 32909

30 January 2012

GMAC Mortgage
PO Box 780
Waterloo, IA 50704-0780

Re: Account Number: 7441986197
Property Address: 520 SE ENTRADA STREET
PALM BAY, FL. 32909

Dear Loss Mitigation, Loan Servicing:

I am in receipt of the letter advising me of the opportunity to participate in the Home Affordable Foreclosure Alternative (HAFA) Program. I have already spoken with someone in that department on the matter and have opted to take advantage of your offer.

I have included in this written request comps of this area. The year (1995) and living area square footage (1550) has drastically decreased the value of this property in this market.

I have spoken with a few realtors about a short sale and listing the property. I was contacted by one of the realtors with a client offering \$64,900 based on the comps and information provided.

If you will consider this or some other remedy please do not hesitate to contact me.

Sincerely,


RAINER P WARNER

EXHIBIT G

Mortgage Note

(In response to #13, pg. 12)

Westlaw

Page 1

84 So.3d 388, 37 Fla. L. Weekly D676
(Cite as: 84 So.3d 388)

District Court of Appeal of Florida,
Fourth District.
David HALL and Ellis Crisson, Appellants,
v.
REO ASSET ACQUISITIONS, LLC, Appellee.

Fla.App. 4 Dist., 2012.
Hall v. REO Asset Acquisitions, LLC
84 So.3d 388, 37 Fla. L. Weekly D676

END OF DOCUMENT

No. 4D10-2739.
March 21, 2012.

Appeal from the Circuit Court for the Seventeenth
Judicial Circuit, Broward County; Eileen M.
O'Connor, Judge; L.T. Case No. 09-18117(11).
Shaun Rice of De Armas, Millich & Rice, PL,
Miami, for appellants.

No appearance for appellee.

PER CURIAM.

Based on *McLean v. JP Morgan Chase Bank
Nat'l Ass'n*, 79 So.3d 170 (Fla. 4th DCA 2012), we
reverse the final summary judgment of foreclosure.
There is a material issue of fact as to appellee's
standing to foreclose. While the note introduced
had a blank endorsement and was sufficient to
prove ownership by appellee, who possessed the
note, nothing in the record shows that the note was
acquired prior to the filing of the complaint. The
endorsement did not contain a **date**, nor did the **af-
fidavit** filed in support of the motion for summary
judgment contain any sworn statement that the **note**
was owned by the plaintiff on the **date** that the
complaint was filed. Therefore, appellee "failed to
submit any record evidence proving that it had the
right to enforce the note on the date the complaint
was filed." *Id.* at D336. Summary judgment was
improperly entered where this question of fact re-
mained.

*Reversed and remanded for vacation of judg-
ment and further proceedings.*

WARNER, DAMOORGIAN and CONNER, JJ.,
concur.