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

In re:

RESIDENTIAL CAPITAL, LLC, et al.,

Debtors.

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Case No. 12-12020 (MG)

Chapter 11

Jointly Administered

**OBJECTION OF THE RESCAP BORROWER CLAIMS TRUST
TO CLAIM NUMBER 5067 FILED BY GWENDELL L. PHILPOT**



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TO THE HONORABLE MARTIN GLENN,
UNITED STATES BANKRUPTCY JUDGE:

The ResCap Borrower Claims Trust (the “Borrower Trust”), established pursuant to the terms of the confirmed Chapter 11 plan in the above-captioned bankruptcy cases (the “Chapter 11 Cases”) [Docket No. 6065], as successor in interest to the above-captioned debtors with respect to Borrower Claims (collectively, the “Debtors”), hereby submits, on behalf of Debtor Residential Capital, LLC (“ResCap”) and its affiliated post-effective date Debtors in the Chapter 11 Cases, this objection (the “Objection”) seeking to disallow and expunge claim number 5067 (the “Philpot Claim”), a copy of which is attached hereto as **Exhibit 1**, filed by Gwendell L. Philpot (“Mr. Philpot”), pursuant to section 502(b) of title 11 of the United States Code (the “Bankruptcy Code”) and Rule 3007(a) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”). In support of the Objection, the Borrower Trust relies upon and incorporates by reference the Declaration of Kathy Priore, Associate Counsel for The ResCap Liquidating Trust, annexed hereto as **Exhibit 2** (the “Priore Declaration”).¹ In further support hereof, the Borrower Trust respectfully represents as follows:

I. PRELIMINARY STATEMENT

1. The Philpot Claim asserts a \$630,000.00 unsecured claim against ResCap, and is based on Mr. Philpot’s assertion that the Debtors improperly refused to backdate a loan payment that Mr. Philpot attempted to make on September 30, 2008, but was never actually received. There is nothing in the Debtors’ books and records, however, suggesting any impropriety with respect to the handling of Mr. Philpot’s account. Mr. Philpot has failed to

¹ The ResCap Liquidating Trust and the Borrower Trust are parties to an Access and Cooperation Agreement, dated December 17, 2013, which, among other things, provides the Borrower Trust with access to the books and records held by the Liquidating Trust and Liquidating Trust’s personnel to assist the Borrower Trust in performing its obligations.

provide a sufficient explanation as to why his claim represents a valid claim that should be allowed against ResCap, or against any other Debtor. As discussed herein, the Borrower Trust provides detailed explanations as to why Mr. Philpot's allegations do not provide the basis for an allowed claim against the Debtors. In addition, Mr. Philpot failed to disclose the existence of any claims against the Debtors in his chapter 7 bankruptcy case, on account of which he received a discharge on May 21, 2009. Under the doctrine of judicial estoppel, Mr. Philpot is now barred from asserting claims against the Debtors that arose prior to his discharge, including the claims set forth in the Philpot Claim. Accordingly, the Philpot Claim should be disallowed and expunged in its entirety from the Claims Register (as defined below).²

II. JURISDICTION, VENUE AND STATUTORY PREDICATE

2. This Court has jurisdiction over this Objection pursuant to 28 U.S.C. §§ 157 and 1334. Venue is proper before this Court under 28 U.S.C. §§ 1408 and 1409. The statutory predicates for the relief sought herein are section 502(b) of the Bankruptcy Code and Bankruptcy Rule 3007.

III. BACKGROUND

A. Chapter 11 Case Background

(i) General Overview

3. On December 11, 2013, the Bankruptcy Court entered an *Order Confirming Second Amended Joint Chapter 11 Plan Proposed by Residential Capital, LLC et al. and the Official Committee of Unsecured Creditors* (the "Confirmation Order") approving the terms of the Chapter 11 plan, as amended (the "Plan"), filed in these Chapter 11 Cases [Docket

² The Borrower Trust reserves all of its rights to object on any other basis to the Philpot Claim not set forth in this Objection, and to amend this Objection should any further bases come to light.

No. 6065].³ On December 17, 2013, the Effective Date (as such term is defined in the Plan) occurred, and, among other things, the Borrower Trust and the ResCap Liquidating Trust were established [Docket No. 6137].

4. The Plan provides for the creation and implementation of the Borrower Trust, which is established for the benefit of Borrowers who filed Borrower Claims (as such terms are defined in the Plan) to the extent such claims are ultimately allowed either through settlement or pursuant to an order of the Court. See Plan, Art. IV.F. The Borrower Trust was established to, among other things, “(i) direct the processing, liquidation and payment of the Allowed Borrower Claims in accordance with the Plan, and the distribution procedures established under the Borrower Claims Trust Agreement, and (ii) preserve, hold, and manage the assets of the Borrower Claims Trust for use in satisfying the Allowed Borrower Claims.” See id.

(ii) Claim Specific Background

5. On May 16, 2012, the Court entered an order [Docket No. 96] appointing Kurtzman Carson Consultants LLC (“KCC”) as the notice and claims agent in these Chapter 11 Cases. Among other things, KCC is authorized to (a) receive, maintain, record, and otherwise administer the proofs of claim filed in these Chapter 11 Cases and (b) maintain the official claims register for the Debtors (the “Claims Register”).

6. On August 29, 2012, this Court entered an order approving the Debtors’ motion to establish procedures for filing proofs of claim in the Chapter 11 Cases [Docket No. 1309] (the “Bar Date Order”).

7. On March 21, 2013, the Court entered an order (the “Procedures Order”) [Docket No. 3294] approving, among other things, certain procedures to be applied in connection

³ Capitalized terms not defined herein shall have the meanings ascribed to them in the Plan.

with objections to claims filed by current or former borrowers (collectively, the “Borrower Claims,” and the procedures relating thereto, the “Borrower Claims Procedures”). The Procedures Order includes specific protections for borrowers and sets forth a process for the Debtors to follow before objecting to certain categories of Borrower Claims. For example, the Borrower Claims Procedures require that, prior to objecting to certain categories of Borrower Claims, individual borrowers must be furnished with a letter requesting additional documentation in support of the purported claim (a “Request Letter”). (See Procedures Order at 4).

8. Prior to the Plan Effective Date, the Debtors determined that no Request Letter was required to be sent to Mr. Philpot under the Borrower Claims Procedures.

B. The Philpot Loan

9. Mr. Philpot is a borrower under a residential mortgage loan (the “Philpot Loan”) that was originated by Debtor Homecomings Financial, LLC, formerly known as Homecomings Financial Network, Inc. (“Homecomings”), on December 4, 2000. See Priore Decl. at ¶ 6. The Philpot Loan is evidenced by a note in the amount of \$220,000 (the “Note”), which was secured by a mortgage (the “Mortgage”) of real property located at 503 Ferry St. N.E., Decatur, Alabama 35601 (the “Property”). Id. Debtor Residential Funding Corporation (“RFC”) purchased the Philpot Loan from Homecomings, and on or about March 1, 2001, transferred its interest to Bank One, N.A. as Trustee for the RASC Series 2001-KS1 Trust in connection with the securitization of the Philpot Loan. Id. The Note was endorsed by Homecomings to RFC and from RFC to Bank One, NA, as Trustee. Id. An assignment of the

Mortgage was executed on August 24, 2010 from MERS to The Bank of New York Mellon Trust Company, N.A. as successor Trustee for the RASC Series 2001-KS1 Trust.⁴ Id.

10. Homecomings serviced the Philpot Loan from the date of origination until July 1, 2009. See Priore Decl. at ¶ 7. On July 1, 2009, Debtor GMAC Mortgage, LLC (“GMACM”) began servicing the Philpot Loan for Bank of New York. Id. GMACM transferred servicing to Ocwen Loan Servicing, LLC on February 16, 2013 in connection with the Debtors’ sale of their servicing platform. Id.

(i) **Payment Issues**

11. Beginning in June 2007, Mr. Philpot’s account became delinquent and has remained in arrears since that time. See Priore Decl. at ¶ 10.

12. On October 3, 2008, Mr. Philpot contacted the Debtors and reported that he made an online payment on September 30, 2008, including a speedpay fee, and that such payment was not recognized by the Debtors. See Priore Decl. at ¶ 11. The Debtors reviewed Mr. Philpot’s payment history and did not find any record of such payment within their system. Id. Also on October 3, 2008, Mr. Philpot requested that he be allowed to make a replacement payment and that such payment be backdated to September 30, 2008. Id. The Debtors informed Mr. Philpot that they were unable to grant his request to backdate the payment because the Debtors’ payment processing system did not allow backdating. Id.

13. On October 7, 2008, Mr. Philpot contacted the Debtors and again asserted that he made an online payment on September 30, 2008. See Priore Decl. at ¶ 12. The Debtors advised Mr. Philpot to contact his bank to determine whether such alleged payment had been

⁴ Specifically, The Bank of New York Mellon Trust Company, N.A. f/k/a The Bank of New York Trust Company, N.A. was successor Trustee to JP Morgan Chase Bank, N.A., which, in turn, was successor Trustee as a result of its merger with Bank One, N.A.

deducted from his account. Id. The Debtors also advised Mr. Philpot that if he was able to obtain information regarding the date that a payment was processed from his bank account, then he could contact the Debtors at a specific telephone number so that further research could be done regarding the alleged payment. Id.

14. On October 9, 2008, Mr. Philpot contacted the Debtors and again requested to make a payment with a retroactive effective date of September 30, 2008. See Priore Decl. at ¶ 13. Mr. Philpot was informed that his payment could not be backdated, and was also advised that, if a payment was made within a few days of October 9, 2008, then the Debtors could amend Mr. Philpot's credit report to show that the payment was received within sixty (60) days due to a Voice Recognition Unit error. Id. The Debtors did not receive a payment from Mr. Philpot. Id.

(ii) Foreclosure Proceedings

15. In January 2008, upon being advised that the Philpot Loan had been referred for foreclosure, Mr. Philpot indicated to GMACM that he desired to catch up on his delinquent loan payments and was endeavoring to sell the Property. See Priore Decl. at ¶ 14. Those sale efforts were unsuccessful and on October 23, 2008, the Philpot Loan was referred to foreclosure due to Mr. Philpot's continued failure to make any payments on the Philpot Loan since August 2008. Id. In December 2008, Mr. Philpot requested approval of a short sale, which was denied because the offered sale amount was too low. Id. The foreclosure referral was closed on February 4, 2009 due to the commencement of the Philpot Bankruptcy (defined below). Id.

16. Following Mr. Philpot's bankruptcy discharge, the Debtors again referred the Philpot Loan to foreclosure on May 22, 2009 and February 26, 2010, but such referrals were closed on September 23, 2009 and May 24, 2010, respectively, due to a pending repayment plan

or other loan modification activity. See Priore Decl. at ¶ 15. Despite the Debtors' numerous attempts to work with Mr. Philpot to avoid foreclosure, a loan modification was never finalized and the Philpot Loan was again referred to foreclosure on June 1, 2012. Id. The Property was sold to the Bank of New York through a foreclosure sale on February 20, 2013, and as of that date, the Property was placed into real estate owned ("REO") status. Id. The Debtors' books and records show that 4.5 years of payments remained due and owing for the Philpot Loan from August 2008 through the foreclosure sale on February 20, 2013. Id.

17. On February 16, 2013, servicing of the Philpot Loan was transferred to Ocwen Loan Servicing, LLC. Id. at 16.

(iii) Loss Mitigation Efforts

18. In addition to the dispute over the alleged September 30, 2008 payment error, Mr. Philpot also contacted the Debtors on several occasions to discuss loan modification options. See Priore Decl. at ¶ 17. Mr. Philpot was approved for a traditional loan modification on August 27, 2009, but such loan modification was ultimately denied because Mr. Philpot did not timely submit the follow-up information requested by the Debtors. Id. Rather, Mr. Philpot argued that he should be approved for a Home Affordable Modification Program ("HAMP") loan modification, which was previously denied due to Mr. Philpot having insufficient income to meet such program's requirements. Id. Mr. Philpot was also approved for traditional loan modifications on May 28, 2010 and December 16, 2010; however, such modifications were ultimately denied because the necessary loan modification documents were not executed and returned to the Debtors by the designated due dates. Id.

(iv) Philpot Bankruptcy

19. On February 3, 2009, Mr. Philpot and his wife filed a joint chapter 7 bankruptcy petition in the Northern District of Alabama, Case No. 09-80380 (the "Philpot

Bankruptcy”), and, as a result, the pending foreclosure referral was closed. See Priore Decl. at ¶ 18. The Philpots surrendered the Property securing the Philpot Loan, and on May 6, 2009, an order was entered in the Philpot Bankruptcy granting Homecomings relief from the automatic stay to take possession of and liquidate the Property. Id. at ¶ 20. On May 21, 2009, Mr. and Mrs. Philpot received a discharge. Id.

C. The Philpot Claim

20. On November 15, 2012, Mr. Philpot filed the Philpot Claim (Claim No. 5067) as a general unsecured claim in the amount of \$630,000.00 against ResCap. See Exhibit 1.

21. On August 29, 2013, the Debtors filed the *Debtors’ Thirtieth Omnibus Objection to Claims (No Liability Borrower Claims – Books and Records)* [Docket No. 4887] (the “Thirtieth Omnibus Claims Objection”) seeking to disallow and expunge various claims, including the Philpot Claim.⁵

22. On April 16, 2014, the Borrower Trust withdrew without prejudice the Thirtieth Omnibus Claims Objection solely as it related to the Philpot Claim [Docket No. 6792], and the Borrower Trust reserved all rights to object to the Philpot Claim on any basis in the future.⁶

⁵ Mr. Philpot filed a response (the “Response”) to the Thirtieth Omnibus Claims Objection [Docket No. 5233] on September 26, 2013. On December 13, 2013, the Borrower Trust filed a reply to the Response [Docket No. 6089]. On or about January 17, 2014, Claimant served the Debtors, through their counsel, with a subpoena seeking documents with respect to the Debtors’ phone records in order to support the allegations made in the Proof of Claim. On April 11, 2014, Claimant filed a sur-reply to the Omnibus Reply [Docket No. 6786] (the “Sur-reply”).

⁶ The Debtors initially believed that the Philpot Claim related to a prior class action litigation regarding the ability of MERS to foreclose on Mr. Philpot’s home, and sought to have the Philpot Claim expunged on the basis that the Debtor entities have no liability to Mr. Philpot because the litigation between the Debtors and Mr. Philpot had been dismissed with prejudice as to the Debtors and such dismissal had not been appealed by Mr. Philpot. See Priore Decl. at ¶ 8. However, upon further review of the Philpot Claim and the Response, the Borrower Trust understands the Philpot Claim to be based on Mr. Philpot’s alleged loss of equity and income relating to the Debtors’ alleged error in payment processing in September 2008.

IV. RELIEF REQUESTED

23. The Borrower Trust hereby files this Objection pursuant to section 502(b) of the Bankruptcy Code and Bankruptcy Rule 3007, and seeks the entry of an order, substantially in the form annexed hereto as Exhibit 3, disallowing and expunging the Philpot Claim from the Claims Register because the Debtors' books and records do not reflect any basis or liability therefor and because Mr. Philpot is judicially estopped from asserting such claims to the extent they arose before May 21, 2009.

V. OBJECTION

A. Applicable Legal Standard

24. A filed proof of claim is "deemed allowed, unless a party in interest . . . objects." 11 U.S.C. § 502(a). If an objection refuting at least one of the claim's essential allegations is asserted, the claimant has the burden to demonstrate the validity of the claim. See In re Oneida Ltd., 400 B.R. 384, 389 (Bankr. S.D.N.Y. 2009), aff'd sub nom., Peter J. Solomon Co. v. Oneida, Ltd., No. 09-cv-2229, 2010 U.S. Dist. LEXIS 6500 (S.D.N.Y. Jan. 22, 2010); In re Rockefeller Ctr. Props., 272 B.R. 524, 539 (Bankr. S.D.N.Y. 2000), aff'd sub nom., NBC v. Rockefeller Ctr. Props. (In re Rockefeller Ctr. Props), 266 B.R. 52 (S.D.N.Y. 2001), aff'd, 46 Fed. Appx. 40 (2d Cir. 2002). Moreover, section 502(b)(1) of the Bankruptcy Code provides, in relevant part, that a claim may not be allowed to the extent that "such claim is unenforceable against the debtor and property of the debtor, under any agreement or applicable law...." 11 U.S.C. 502(b)(1). Furthermore, the burden of persuasion is on the holder of a proof of claim to establish a valid claim against a debtor. Feinberg v. Bank of N.Y. (In re Feinberg), 442 B.R. 215, 220-22 (Bankr. S.D.N.Y. 2010).

25. As explained in further detail below and in the Priore Declaration, after the Borrower Trust conducted an exhaustive examination of the Debtors' books and records to

assess the allegations made in the Philpot Claim, the Borrower Trust believes that there is no merit to Mr. Philpot's asserted claims. Furthermore, to the extent the claims set forth in the Philpot Claim arose on or before May 21, 2009, they are barred by judicial estoppel. Accordingly, the Borrower Trust now files this Objection to the Philpot Claim, which addresses the merits of the allegations set forth therein.

B. The Philpot Claim is Not Properly Asserted Against ResCap

26. Pursuant to section 101 of the Bankruptcy Code, a creditor holds a claim against a bankruptcy estate only to the extent that it has a "right to payment" for the asserted liability. See 11 U.S.C. § 101(5). Likewise, section 502(b)(1) of the Bankruptcy Code provides, in relevant part, that the Court shall allow a claim except to the extent that "such claim is unenforceable against the debtor and property of the debtor, under any agreement or applicable law for a reason other than because such claim is contingent or unmatured." 11 U.S.C. § 502(b)(1).

27. Mr. Philpot filed the Philpot Claim for \$630,000 solely against ResCap. See Exhibit 1 at 1. There is no explanation whatsoever as to why the Philpot Claim is properly asserted against ResCap. Indeed, based on the e-mails attached to the Philpot Claim, which reference only GMACM and Homecomings, the Philpot Claim should not have been filed against ResCap. The Borrower Trust believes that the Philpot Claim is not enforceable against ResCap under any applicable law or agreement. Additionally, the Debtors' books and records reflect no liability due and owing to Mr. Philpot.

28. Accordingly, the Borrower Trust asserts that the Philpot Claim should be disallowed and expunged in its entirety. However, as set forth below, even if the Philpot Claim had been filed against GMACM or Homecomings, it still fails to establish that GMACM or Homecomings have liability to Mr. Philpot.

C. The Philpot Claim is Barred Under Judicial Estoppel

29. Mr. and Mrs. Philpot did not include a claim against any of the Debtors on the schedules of assets and liabilities they filed in the Philpot Bankruptcy, nor did they raise such claims via an adversary proceeding or otherwise during the Philpot Bankruptcy. See Priore Decl. at ¶ 19. On May 21, 2009, Mr. and Mrs. Philpot received a discharge. Id. at ¶ 20. Because Mr. Philpot failed to assert the existence of any claims against the Debtors in the Philpot Bankruptcy, and the claims set forth in the Philpot Claim before May 21, 2009, Mr. Philpot is barred from asserting them now under the doctrine of judicial estoppel.

30. The Supreme Court first recognized the doctrine of judicial estoppel in New Hampshire v. Maine, 532 U.S. 742, 749-50 (2001), in which the Court explained that the doctrine’s “purpose is to protect the integrity of the judicial process by prohibiting parties from deliberately changing positions according to the exigencies of the moment” (internal citations and quotations omitted). Three factors typically inform the decision whether to apply the doctrine of judicial estoppel in a particular case.⁷ “First, a party’s subsequent position must be clearly inconsistent with its former position.” Id. at 750. Next, a court should inquire whether the suspect party “succeeded in persuading a court to accept that party’s former position, so that judicial acceptance of an inconsistent position in a later proceeding would create the perception that either the first or the second court was misled.” Id. (citation omitted). Finally, the court should inquire whether the party seeking to assert an inconsistent position would gain an unfair advantage in the litigation if not estopped. Id. at 751.

⁷ The doctrine of federal judicial estoppel is foremost designed to protect the federal judicial process, and bankruptcy is a federal matter; accordingly, federal judicial estoppel, as opposed to state estoppel principles, apply here. See New Hampshire, 532 U.S. at 749; Eastman v. Union Pac. R.R., 493 F.3d 1151, 1156 (10th Cir. 2007).

31. “Bankruptcy petitioners have an affirmative obligation to disclose all assets to the bankruptcy court, including all causes of action that can be brought by the debtor,” Coffaro v. Crespo, 721 F. Supp. 2d 141, 145 (E.D.N.Y. 2010) (citing 11 U.S.C. §§ 521(a)(1), 541(a)(1)) (internal quotation marks omitted), and the bankruptcy system as a whole is grounded on the proposition that “creditors have a right to know what the debtor’s assets are even though the potential may be contingent, dependent, or conditional.” Whitehurst v. 230 Fifth, Inc., 998 F. Supp. 2d 233, 260 (S.D.N.Y. 2014) (citation omitted). In light of this obligation, courts have held that, under the doctrine of judicial estoppel, a debtor in bankruptcy who denies owning a legal claim by failing to disclose that claim on its schedules cannot realize on the previously concealed claim after the bankruptcy ends. See, e.g., Whitehurst v. 230 Fifth, Inc., 998 F. Supp. at 292; Coffaro v. Crespo, 721 F. Supp. 2d at 145 (“In the bankruptcy context, judicial estoppel is commonly invoked in order ‘to prevent a party who failed to disclose a claim in bankruptcy proceedings from asserting that claim after emerging from bankruptcy.’”) (citations omitted); Cannon-Stokes v. Potter, 453 F.3d 446 (7th Cir. 2006); Jethroe v. Omnova Solutions, Inc., 412 F.3d 598 (5th Cir. 2005); Payless Wholesale Distribs., Inc. v. Alberto Culver (P.R.) Inc., 989 F.2d 570 (1st Cir. 1993); accord Hamilton v. State Farm Fire & Cas. Co., 270 F.3d 778, 783 (9th Cir. 2001) (“In the bankruptcy context, a party is judicially estopped from asserting a cause of action not raised in a reorganization plan or otherwise mentioned in the debtor’s schedules or disclosure statements.”) (citations omitted)).

32. Although the Supreme Court noted that it “*may* be appropriate to resist application of judicial estoppel when a party’s prior position was based on inadvertence or mistake,” New Hampshire, 532 U.S. at 753 (emphasis added) (internal quotations omitted), courts “have not been overly receptive to debtors’ attempts to recover on claims about which

they ‘inadvertently or mistakenly’ forgot to inform the bankruptcy court.” Eastman v. Union Pac. R.R., 493 F.3d at 1157. “Instead, courts addressing a debtor’s failure to satisfy the legal duty of full disclosure to the bankruptcy court have deemed such failure inadvertent or mistaken “only when, in general, the debtor either lacks knowledge of the undisclosed claims or has no motive for their concealment.” Id. (citing Browning Mfg. v. Mims (In re Coastal Plains, Inc.), 179 F.3d 197, 210 (5th Cir. 1999); accord Browning v. Levy, 283 F.3d 761, 776 (6th Cir. 2002); Barger v. City of Cartersville, 348 F.3d 1289, 1294 (11th Cir. 2003)). Where a debtor has both knowledge of the claims and a motive to conceal them, courts routinely, albeit at times *sub silentio*, infer deliberate manipulation. Id. at 1296 (citing Burnes v. Pemco Aeroplex, Inc., 291 F.3d 1282, 1287 (11th Cir. 2002) (“[S]everal circuits, in considering the particular issue of judicial estoppel and the omission of assets in a bankruptcy case, have concluded that deliberate or intentional manipulation can be inferred from the record.”)).

33. Here, the application of judicial estoppel to bar the Philpot Claim is warranted. The schedules filed in the Philpot Bankruptcy did not list any claims against the Debtors, even though the incident that Mr. Philpot alleges caused his bankruptcy filing and his denial of an SBA loan occurred approximately eight months before Mr. Philpot received a discharge. Furthermore, Mr. Philpot had the assistance of counsel in filing for bankruptcy, and his schedules included a \$20,000 claim on account of a “potential lawsuit with nationwide.” Mr. Philpot received a discharge in his no asset bankruptcy case on the basis of the assets and liabilities identified in those schedules.

34. Mr. Philpot also had a motive to conceal his claims against the Debtors so he could obtain a discharge free and clear of his creditors. Courts have recognized that the “ever present motive to conceal legal claims and reap the financial rewards undoubtedly is why so

many of the cases applying judicial estoppel involve debtors-turned-plaintiffs who have failed to disclose such claims in bankruptcy.” Eastman, 493 F.3d at 1159. “The doctrine of judicial estoppel serves to offset such motive, inducing debtors to be completely truthful in their bankruptcy disclosures.” See id. The Philpot Claim is indistinguishable from the overwhelming majority of cases where debtors, who have failed to disclose legal claims to a bankruptcy court without credible evidence of why they did so, have been judicially estopped from pursuing such claims subsequent to discharge. Accordingly, the Philpot Claim should be disallowed on the basis that it is barred under the doctrine of judicial estoppel.

D. The Philpot Claim Lacks Merit

35. According to the Philpot Claim, the total claim consists of (a) \$350,000.00 in damages related to “lost equity in the loss of property” suffered as a result of Mr. Philpot’s bankruptcy; and (b) \$280,000.00, consisting of three and a half years’ worth of lost income attributable to Mr. Philpot’s “inability to obtain a business loan for a new business start-up.” The Philpot Claim asserts that the claimed losses are “a direct result of debtor incorrectly listing payment failure as a missed payment by creditor rather than a failure of the debtor’s payment processing system.” See attachment to Philpot Claim, at p. 1.

36. Prior to filing this Objection as well as after reviewing the Response and the Sur-reply, the Liquidating Trust (on behalf of the Borrower Trust) attempted to reconcile the Philpot Claim with the information in the Debtors’ books and records. See Priore Declaration at ¶ 9. Specifically, the Liquidating Trust reviewed, among other documents, Mr. Philpot’s payment history, the Debtors’ internal servicing notes, and correspondence between Mr. Philpot and GMACM with respect to the foregoing. Id. In addition, the Liquidating Trust reviewed certain documents filed in connection with the Philpot Bankruptcy. Id.

37. As an initial matter, neither the Philpot Claim, the Response, nor the Sur-reply includes any documentary or other evidence supporting the amount of the Philpot Claim. See Priore Declaration at ¶ 21. According to Mr. Philpot, the \$350,000.00 “lost equity” component of the Philpot Claim is the amount of equity purportedly lost by Mr. Philpot as a result of his bankruptcy filing. See attachment to **Exhibit 1**, at p. 1. Mr. Philpot has provided no evidence substantiating his calculation of the “lost equity.”⁸ See Priore Declaration at ¶ 21. Similarly, Mr. Philpot’s income-related claims were calculated based on an unsupported assumption that he would have received a minimum salary of \$80,000 for three and a half years in connection with a start-up business that was never formed because of his inability to qualify for an SBA loan. See attachment to Philpot Claim, at p. 1. Mr. Philpot has not provided any documentary or other reliable evidence substantiating the reasonableness of these assumptions. See Priore Declaration at ¶ 21.

38. Although the precise legal theory Mr. Philpot is proceeding under is unclear from the Philpot Claim, his arguments appear to arise primarily under a breach of contract claim. Under Alabama law, as in other jurisdictions, the elements of a breach-of-contract claim are: “(1) a valid contract binding the parties; (2) the plaintiff’s performance under the contract; (3) the defendant’s nonperformance; and (4) resulting damages.” Reynolds Metals Co. v. Hill, 825 So. 2d 100, 105 (Ala. 2002). Based on the allegations set forth in the Philpot Claim, Mr. Philpot cannot establish the necessary elements to sustain a claim against the Debtors for breach of contract.

⁸ The schedules of assets and liabilities filed in the Philpot Bankruptcy placed a value on the Property securing the Philpot Loan of \$333,800.00. See Philpot Bankruptcy Schedule A, annexed to the Priore Declaration as Exhibit H. However, the Property was subject to secured claims of \$288,093.38, consisting of a first priority lien held by Homecomings in the amount of \$216,796.94 and a second priority lien held by Redstone Federal Credit Union in the amount of \$71,296.44. See Philpot Bankruptcy Schedule D, annexed to the Priore Declaration as Exhibit H. Accordingly, based on the documents he filed in the Philpot Bankruptcy, Mr. Philpot’s alleged equity in the Property was only \$45,706.62.

39. Here, the contract at issue is the Note and Mortgage, which was between Mr. and Mrs. Philpot, as borrowers, and Homecomings as lender. At the time of the payment processing error, Homecomings was also the servicer for the Philpot Loan and responsible for processing loan payments. See Priore Declaration at ¶ 7. Accordingly, the first element appears to be satisfied.

40. With respect to the second element, Mr. Philpot has not shown that he performed under the Note by making the September 30, 2008 payment. The Debtors' books and records do not reflect any payment being received from Mr. Philpot in connection with the Philpot Loan on or around September 30, 2008. See Priore Declaration at ¶¶ 11, 13. Mr. Philpot has produced no evidence that he actually made the payment, or that the Debtors improperly failed to credit his account. Rather, Mr. Philpot alleges only that he tried to make the payment on September 30, 2008, and had the funds available to do so, but was unable to complete the payment on that date due to no fault of his own. Further, Mr. Philpot admittedly failed to perform his obligations under the Note with respect to any subsequent payments. However, as set forth below, he was not excused from further performing his obligations under the Note.

41. With respect to the third element, a plaintiff must establish that the defendant breached the contract, and that the breach was material. ECR Props., LLC v. Camden Cnty. Dev., LLC, 998 F. Supp. 2d 1295, 1312 (M.D. Ala. 2014). "A material breach [of a contract] is one that touches the fundamental purposes of the contract and defeats the object of the parties in making the contract." Sokol v. Bruno's, Inc., 527 So. 2d 1245, 1248 (Ala. 1988).

42. Here, Mr. Philpot has not established that the Debtors committed a breach of the Note and Mortgage, much less that such breach was material. The Debtors were under no contractual obligation to backdate payments received from borrowers, and in fact, their payment

processing systems did not allow backdating. See Priore Declaration at ¶ 11. Moreover, to the extent a failure of the Debtors' payment systems were to constitute a contractual breach, the breach was not material in light of the fact that the Debtors advised Mr. Philpot that they would accept the late payment without adverse consequence to him if the payment was promptly made. See Exhibit D, annexed to the Priore Declaration. Specifically, on October 9, 2008, the Debtors advised Mr. Philpot that, although they could not backdate a payment that was never received, if a payment was made within a few days of October 9, 2008, then the Debtors could amend Mr. Philpot's credit report to show that the payment was received within sixty (60) days due to a Voice Recognition Unit error. See id. at p. 7; Priore Declaration at ¶ 13. Thus, whether or not the Debtors' payment processing system failed, Mr. Philpot could have brought his account back to status quo and avoided the consequences of the missed payment by promptly remitting payment once he discovered that the payment he attempted to make on September 30, 2008 was not completed. Accordingly, to the extent that Mr. Philpot contends that he was excused from performing his obligations under the Loan in light of the Debtors' alleged breach, this argument also fails. See, e.g., ECR Props., LLC v. Camden County Dev., LLC, 998 F. Supp. 2d at 131 (plaintiff not excused from performing under a contract where there is no material breach by defendant).

43. Finally, with respect to the fourth element of damages, Mr. Philpot cannot establish that the Debtors caused his losses because the power to cure the default under the Note was within Mr. Philpot's control. Despite being offered the opportunity to effectively cure the default, Mr. Philpot did not remit the missed payment, and thereafter compounded matters by ceasing to make his mortgage payments altogether. Courts addressing analogous fact patterns have held that, where a borrower had the ability to correct a default under a mortgage loan by

simply making the required payments, the borrower could not prove the requisite elements of causation damages to sustain a claim against the lender for improper acceleration of the note. See Bates v. JPMorgan Chase Bank, No. 13-15340, 2014 U.S. App. LEXIS 18655, at *14 (11th Cir. Sept. 30, 2014) (“Because all Bates must do, even now, is simply pay all of the outstanding monthly payments and associated fees admittedly owed, Chase’s exercise of the power to accelerate the note could not have caused her harm, and therefore, she has failed to substantiate two important elements of her claim for breach of contract: causation and damages.”).

44. For the reasons set forth above, Mr. Philpot cannot establish the necessary elements to sustain a claim against the Debtors for breach of contract. Nor has Mr. Philpot plead facts that would support any other plausible cause of action against the Debtors, including under negligence or other tort theories.

45. In order to sustain a cause of action grounded in negligence, a plaintiff must establish three essential elements; there must be: (1) a duty owed by the defendant to the plaintiff; (2) a breach of that duty, either by omission or commission; and (3) an injury sustained by the plaintiff in consequence of that breach. Sammons v. Garner, 222 So. 2d 717, 718 (Ala. 1969); Malone Freight Lines, Inc. v. McCardle, 167 So. 2d 274, 276 (Ala. 1964). Mr. Philpot cannot satisfy the second and third elements of a negligence claim for the same reasons he cannot establish breach and damages in connection with a breach of contract claim. Additionally, Alabama courts have uniformly held that a mortgage servicer does not owe the mortgagor any duty of care in the servicing of his mortgage in the absence of personal injury or property damage, neither of which is alleged by Mr. Philpot. See Selman v. CitiMortgage, C.A. No. 12-0441-WS-B, 2013 U.S. Dist. Lexis 37017, *17-18 (S.D. Ala. Mar. 5, 2013) (surveying cases) (citing Blake v. Bank of America, N.A., 845 F. Supp. 2d 1206, 1210-11 (M.D. Ala. 2012)

(“Alabama law does not recognize a cause of action for negligent or wanton mortgage servicing”); Webb v. Ocwen Loan Servicing, LLC, C.A. No. 11-00732-KD-M, 2012 U.S. Dist. LEXIS 167079, at *20 (S.D. Ala. Nov. 26, 2012) (“[U]nder Alabama law a cause of action for negligent servicing of a mortgage against Ocwen cannot be maintained where the damages are economic, i.e., lost commissions.”); Forester v. Bank of America, N.A., C.A. No. 11-0160-CG-M, 2012 U.S. Dist. LEXIS 111346, at *14 (S.D. Ala. Aug. 7, 2012) (“Under Alabama law, an agent, like BAC, could only incur tort liability while servicing a mortgage by causing personal injury or property damage as a result of a breach of the duty of reasonable care. Pure economic loss - which is what [Forester] claims - does not suffice.”) (citations omitted); Fassina v. CitiMortgage, Inc., No. 11-cv-2901-RDP, 2012 U.S. Dist. LEXIS 91267, *23 (N.D. Ala. July 2, 2012) (“Plaintiff’s claim alleging negligent, reckless, and/or wanton mortgage servicing is not valid under Alabama law.”); McClung v. Mortg. Elec. Registration Sys., Inc., No. 11-cv-03621-RDP, 2012 U.S. Dist. LEXIS 63834, at *34 (N.D. Ala. May 7, 2012) (“[T]he court similarly concludes that there is no cause of action for negligent or wanton mortgage servicing under Alabama law.”)).

46. Based on the foregoing and as further supported by the Priore Declaration, the Borrower Trust determined that the Debtors have no liability with respect to the Philpot Claim, and accordingly, the Borrower Trust requests that the Philpot Claim be disallowed and expunged in its entirety.

VI. NOTICE

47. The Borrower Trust has provided notice of this Objection in accordance with the Case Management Procedures Order, approved by this Court on May 23, 2012 [Docket No. 141], and the Procedures Order.

VII. CONCLUSION

WHEREFORE, the Borrower Trust respectfully requests entry of an order, substantially in the form of Exhibit 3 attached hereto, (a) disallowing and expunging the Philpot Claim and (b) granting such other and further relief as is just and proper.

Dated: November 14, 2014
New York, New York

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

Counsel for The ResCap Borrower Claims Trust

Hearing Date: December 18, 2014 at 10:00 a.m. (Prevailing Eastern Time)
Objection Deadline: December 8, 2014 at 4:00 p.m. (Prevailing Eastern Time)

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

*Counsel for the ResCap Borrower
Claims Trust*

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

-----)	
In re:)	Case No. 12-12020 (MG)
)	
RESIDENTIAL CAPITAL, LLC, <u>et al.</u> ,)	Chapter 11
)	
Debtors.)	Jointly Administered
-----)	

**NOTICE OF OBJECTION OF THE RESCAP BORROWER CLAIMS TRUST
TO CLAIM NUMBER 5067 FILED BY GWENDELL L. PHILPOT**

PLEASE TAKE NOTICE that the undersigned has filed the attached *Objection of the ResCap Borrower Claims Trust to Claim Number 5067 Filed by Gwendell L. Philpot* (the “**Objection**”).

PLEASE TAKE FURTHER NOTICE that a hearing on the Objection will take place on **December 18, 2014 at 10:00 a.m. (Prevailing Eastern Time)** before the Honorable Martin Glenn, at the United States Bankruptcy Court for the Southern District of New York, Alexander Hamilton Custom House, One Bowling Green, New York, New York 10004-1408, Room 501 (the “**Bankruptcy Court**”).

PLEASE TAKE FURTHER NOTICE that responses, if any, to the Objection must be made in writing, conform to the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules for the Southern District of New York, and the Notice, Case Management, and Administrative Procedures approved by the Bankruptcy Court [Docket No. 141] and the Claims Procedures Order [Docket No. 3294], be filed electronically by registered users of the Bankruptcy Court's electronic case filing system, and be served, so as to be received no later than **December 8, 2014 at 4:00 p.m. (Prevailing Eastern Time)**, upon (a) the Chambers of the Honorable Martin Glenn, United States Bankruptcy Court for the Southern District of New York, Alexander Hamilton Custom House, One Bowling Green, New York, New York 10004-1408; (b) counsel to the ResCap Borrower Claims Trust, Morrison & Foerster LLP, 250 West 55th Street, New York, NY 10019 (Attention: Norman S. Rosenbaum, Jordan A. Wishnew and Erica J. Richards); (c) the Office of the United States Trustee for the Southern District of New York, U.S. Federal Office Building, 201 Varick Street, Suite 1006, New York, NY 10014 (Attention: Linda A. Riffkin and Brian S. Masumoto); (d) The ResCap Liquidating Trust, Quest Turnaround Advisors, 800 Westchester Avenue, Suite S-520, Rye Brook, NY 10573 (Attention: Jeffrey Brodsky); (e) The ResCap Borrower Claims Trust, Polsinelli PC, 900 Third Avenue, 21st Floor, New York, NY 10022 (Attention: Daniel J. Flanigan); and (f) Gwendell L. Philpot, 503 Ferry Street NE, P.O. Box 1088, Decatur, AL 35602-1088.

PLEASE TAKE FURTHER NOTICE that if you do not timely file and serve a written response to the relief requested in the Objection, the Bankruptcy Court may deem any opposition waived, treat the Objection as conceded, and enter an order granting the relief requested in the Objection without further notice or hearing.

Dated: November 14, 2014
New York, New York

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

*Counsel for The ResCap Borrower
Claims Trust*

Exhibit 1

Philpot Claim

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

Name of Debtor and Case Number: **Residential Capital, LLC, Case No. 12-12020**

NOTE: This form should not be used to make a claim for an administrative expense (other than a claim asserted under 11 U.S.C. § 503(b)(9)) arising after the commencement of the case. A "request" for payment of an administrative expense (other than a claim asserted under 11 U.S.C. § 503(b)(9)) may be filed pursuant to 11 U.S.C. § 503.

Name of Creditor (the person or other entity to whom the debtor owes money or property):

GWENDELL L. PHILPOT☐ Check this box if this claim amends a previously filed claim.

Name and address where notices should be sent:

GWENDELL L. PHILPOT
503 Ferry St NE
PO BOX 1088
DECATUR, AL, 35602-1088☒ **Date Stamped Copy Returned**
☐ **No self addressed stamped envelope**
☐ **No copy to return**

Court Claim

Number: _____
(If known)

Filed on: _____

Telephone number: 256-309-9850

email: lloyd.philpot@yahoo.com

Name and address where payment should be sent (if different from above):

☐ Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.

Telephone number:

email:

1. Amount of Claim as of Date Case Filed: \$ **630,000.00**

If all or part of the claim is secured, complete item 4.

If all or part of the claim is entitled to priority, complete item 5.

☐ Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.**5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.**☐ Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).☐ Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier - 11 U.S.C. §507 (a)(4).☐ Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5).☐ Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7).☐ Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8).☐ Other - Specify applicable paragraph of 11 U.S.C. §507 (a)().

Amount entitled to priority:

\$ _____

* Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

2. Basis for Claim: LOST EQUITY AND LOST INCOME RESULTING FROM FAILURE BY DEBTOR TO CORRECT PAYMENT PROCESSING ERROR
(See instruction #2)

3. Last four digits of any number by which creditor identifies debtor:

0928

3a. Debtor may have scheduled account as:

GWENDELL LLOYD PHILPOT

(See instruction #3a)

3b. Uniform Claim Identifier (optional):

(See instruction #3b)

4. Secured Claim (See instruction #4)

Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.

Nature of property or right of setoff: ☐ Real Estate ☐ Motor Vehicle ☐ Other

Describe:

Value of Property: \$ _____ Annual Interest Rate _____ % ☐ Fixed ☐ Variable
(when case was filed)

Amount of arrearage and other charges, as of the time case was filed, included in secured claim,

if any: \$ _____

Basis for perfection: _____

Amount of Secured Claim: \$ _____

Amount Unsecured: \$ **630,000.00**

6. Claim Pursuant to 11 U.S.C. § 503(b)(9):

Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before May 14, 2012, the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ _____ (See instruction #6)

7. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #7)

8. Documents: Attached are redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. If the claim is secured, box 4 has been completed, and redacted copies of documents providing evidence of perfection of a security interest are attached. (See instruction #8, and the definition of "redacted".)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

9. Signature: (See instruction #9) Check the appropriate box.

☒ I am the creditor. ☐ I am the creditor's authorized agent.
(Attach copy of power of attorney, if any.)☐ I am the trustee, or the debtor, or their authorized agent.
(See Bankruptcy Rule 3004.) ☐ I am a guarantor, surety, indorser, or other codebtor.
(See Bankruptcy Rule 3005.)


I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: **GWENDELL L. PHILPOT**

Title: _____

Company: _____

Address and telephone number (if different from notice address above): _____


(Signature)

NOV.13,2012

(Date)

RECEIVED

NOV 15 2012

KURTZMAN CARSON CONSULTANTS

Telephone number:

Email:

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U



1212020121115000000000041

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

Re: Residential Capital, LLC, Case No. 12-12020

Page 1 of 10

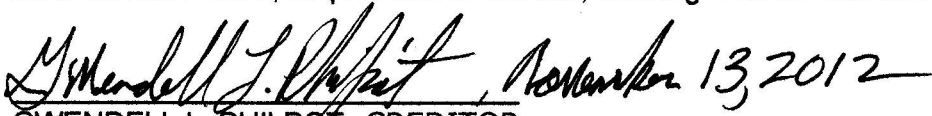
CREDITOR: GWENDELL L. PHILPOT, SUMMARY IN PROOF OF CLAIM Items #2 and #8

In summary, \$350,000.00 of the claim is based on lost equity in the loss of property after the debtor's actions stated herein resulted in bankruptcy of creditor on May 21, 2009 and \$280,000.00 was a three and one half year loss in personal revenue based on creditor's inability to obtain a business loan for a new business start-up for continued design and development of Alzheimer Caregiver's Support System, such loss being a direct result of debtor incorrectly listing payment failure as a missed payment by creditor rather than a failure of the debtor's payment processing system. Potential loss in total business revenue is not as yet or herein determined.

Historically, I, the creditor, do herein assert I had an agreement with debtor, namely, GMAC Mortgage, Residential Capital, LLC, which allowed me to be thirty (30) days late in my payment, and as long as I was not sixty (60) days late, there would be no action of foreclosure taken against me despite the normal thirty day notices. In December 2007 their internet payment processing system failed. After my efforts to get a correction to my account did not get approval by them, I realized how difficult it would be to get any correction to their system's failure. However, their records show they did not foreclose then, and my payments continued to be made within the agreed time of each month. On September 30, 2008 the debtor's payment processing system failed again during a time I was in the process of obtaining a Small Business Administration, SBA, loan through a Federal Credit Union to start a new business for Alzheimer's design and development, continuing a project I had started more than two years before. The system failure of the debtor that night was never corrected to show the computer and phone log file history of my payment that was executed on September 30, 2008, resulting in my inability to obtain the SBA business loan. At the same time, I had the property of which the debtor serviced the mortgage for sale to obtain the equity for investment in the Alzheimer's system business. The debtor refused to verify the log files of my payment and instead started foreclosure rather than correcting its internal system failure, despite multiple communications to the debtor's employees and corporate officers, Tony Renzi, Chief Operating Officer, Residential Capital, LLC, and James N. Young, Chief Financial Officer and Principal Accounting Officer, Residential Capital, LLC, pleading that they correct said error. 1

The debtor stated in reply that they did not have a record of receiving said payment yet they refused to verify said activity of their standard log files of the computer that processed communications and as such the debtor's refusal to correct its payment processing system error caused the loss of my equity in said property, \$350,000, and prevented the development of the Alzheimer's system and a minimal salary to myself of \$80,000 per year, an amount below my past compensation as an industrial designer providing advanced technology design and engineering services to global high technology corporations.

Below are copies of communications between creditor and debtor. The debtor never provided computer log files of September 30, 2008, files I do herewith seek the court direct the debtor provide said phone payment processing computer log files to creditor and in addition request the court to direct the phone log records of 256-280-9128 from PCL Cable/Knology, the company which serviced the phone on which the September 30, 2008 call was made, be provided to creditor, both log records with time codes as evidence to creditor's claim.

 November 13, 2012

GWENDELL L. PHILPOT, CREDITOR

503 Ferry St NE, PO BOX 1088, DECATUR, AL, 35602-1088

256-309-9850

Re: Residential Capital, LLC, Case No. 12-12020

CREDITOR: GWENDELL L. PHILPOT, SUMMARY IN PROOF OF CLAIM Items #2 and #8

NOTE: The e-mail messages are in reverse chronological order September-October 2008.

GMAC Mortgage, Homecomings Financial or ResCap did not respond after this last e-mail and immediately started foreclosure rather than correct their system error.

+++++

Homecomings Financial, LLC

ATTN: Payment Processing Department

P.O. Box 780

Waterloo, IA 50704-0780

I did not receive the e-mail until this morning.

Thank you for looking at my records. They show that I have been paying my account on the last day of the month for more than a year, with the exception of a similar failure in your system in December 2007. Your system should show attempts to login with a similar account name, where the i was not used for the 1.

I stated that my attempt to use the online payment method on September 30, 2008 failed because of my miss-keying of the login name.

However, before the end of that day, before midnight, September 30, 2008, I did execute a payment by phone, which I have delineated in previous e-mails.

In fact, I have checked the bank every day since and no draft has been made by Homecomings, despite the fact the funds have been there since before September 30th and remain available today for Homecomings withdrawal providing my account is corrected to show the payment was made on September 30, 2008, as an investigation into your phone data recording system would verify.

As I have stated by e-mail and by statements to your customer service representatives in phone calls, the issue is not whether the funds have been drafted since September 30, 2008. The issue is the fact that I executed a payment by phone before midnight on September 30, 2008, with verbal prompts stating the payment had been received, but during the voice synthesis process stating the confirmation number, your system shut off. I have stated all of this in my previous e-mails. The fact that your system failed after my payment had been executed from 256-280-9128 with voice prompts stating the payment had been received is not a process that is within my control. I am an industrial designer, having a computer design background for over 25 years. I understand why your system failed regarding the user interface, but I can only control my actions which I performed in a correct manner with respect to your process. The refusal to credit my account as being received on September 30, 2008 is a blatant attempt to disregard the lack of proper design of your system. As such, I may be the victim of one of your employee's decision to incorrectly foreclose on my property. Please address the issue of the failure of your payment processing system to correctly handle my account and payment in a timely manner with records showing payment made on September 30, 2008.

Obviously, money was in the bank, which banking records shows, and I have been diligent to get your employees to correct the mistake and insure to me that my records are accurate showing the payment made on September 30, 2008. Previous e-mail copies are shown below under the row of red \$\$\$\$\$\$ dollar type.

Please advise,

Sincerely,

GLP

Re: Residential Capital, LLC, Case No. 12-12020

CREDITOR: GWENDELL L. PHILPOT, SUMMARY IN PROOF OF CLAIM Items #2 and #8

----- Original Message -----

From: Homecomings <customer.service@homecomings.com>
To: LI Philpott <lloyd.philpott@yahoo.com>
Sent: Tuesday, October 7, 2008 4:50:44 PM
Subject: Re: Incorrect Payment Records

Dear Customer,

Please accept our apology for the delay in our response.

In response to your inquiry, the following payments were received and made online:

- April 30, 2008 in the amount of 2,266.46 applied as your March 2008 payment.
- May 31, 2008 in the amount of \$2,266.46 applied as your April 2008 payment.
- June 30, 2008 in the amount of \$2,266.46 applied as your May 2008 payment.
- July 31, 2008 in the amount of \$2,266.46 applied as your June 2008 payment.
- August 31, 2008 in the amount of \$2,266.46 applied as your July 2008 payment.

In addition, we do not show a payment made using our pay by phone services on September 30, 2008.

However, please check with your bank to see if the funds have cleared. If it has, please fax a copy of your Bank statement reflecting the check number, dollar amount and the date it cleared the bank to 319-236-4696 for further research or mail it to the address provided.

Homecomings Financial, LLC
ATTN: Payment Processing Department
P.O. Box 780
Waterloo, IA 50704-0780

3

For your protection, we have removed your names, account number and addresses from your original inquiry. If you have any further questions, please contact us through our Web site at www.homecomings.com or call Customer Care at 1-800-206-2901 during the following hours:

Monday - Friday 6:00AM - 10:00PM CT
Saturday 9:00AM - 1:00PM CT

Customer Care
Loan Servicing

The information contained in this communication is confidential and privileged proprietary information intended only for the personal and confidential use of the individual or entity to whom it is addressed. If you are not the addressee indicated in this message (or an agent responsible for delivery of the message to such person), you are hereby notified that you have received this communication in error and that any review, dissemination, copying or unauthorized use of this message is strictly prohibited. In such case, you should destroy this message and kindly notify the sender by reply email.

Please advise immediately if you or your employer do not consent to Internet email for messages of this kind. Opinions, conclusions, and other information in this message that do not relate to the official business of the Company shall be understood as neither given nor endorsed by it. It is the Company's policy that emails are intended for and should be used for business purposes only.

Re: Residential Capital, LLC, Case No. 12-12020

CREDITOR: GWENDELL L. PHILPOT, SUMMARY IN PROOF OF CLAIM Items #2 and #8

Original Message Follows:

October 3, 2008

Homecomings Financial Services, LLC

Attn: Director of Customer Care, Loan Servicing
P.O. Box 1330
Waterloo, IA 50704-1330

Loan Servicing Center
2711 North Haskell Avenue, Suite 290
Dallas, TX 75204

CC:
ResCap, LLC

Chief Operating Officer, Residential Capital, LLC

Chief Financial Officer and Principal Accounting Officer, Residential Capital, LLC

Per your security methods described below, reference: "User Name" ***, for your internal reference to my name and account number

Thank you for the correct "User Name" of my account in the e-mail I received from your employees today relative to my original e-mail to you and your auto-response to me on October 1, 2008. I successfully logged in today after waiting on your reply for two days, after-which I called the number you provided below.

4

However, as I have communicated to Marrian, employee # 31097, Ann, Account Specialist and Thomas, Supervisor of Collections, Dallas, TX in my conversations this afternoon, in calls to the phone number provided below in your previous e-mail, I have tried to get my records corrected to show my payment was in fact made on September 30, 2008 from a phone at 256-280-9128, such that Homecomings Financial, LLC would continue to accept said payment with a verification that said payment is conditional on Homecomings Financial, LLC recognizing the truth, that I executed a payment by phone on September 30, 2008 of a direct payment by check of \$2266.46 plus \$7.50 fee, with correct responses to all prompts and final information that such responses and inputs were received prior to a cutoff failure by your system during the confirmation number reply, such that the executions had to have been received by the data system at Homecomings Financial, LLC on September 30, 2008, before the payment was sixty, 60, days late, a data stream by phone prompt and key input that can be verified on your database, and further I require your manager of information technology to recognize such data as evidence within the Freedom of Information Act concerning my person, providing me with a copy of said data concerning my person and failure to verify said data as being accurate according to my claims and provide me a copy of the same to be a violation of my rights under the Freedom of Information Act and the Fair Credit Reporting Act. Any claim by Homecomings Financial, LLC that I am in foreclosure for failing to make said payment on September 30, 2008 is incorrect without evidence contained within the data records of Homecomings Financial, LLC and therefore will be viewed by myself as an attempt to undermine the provisions contained in my contract with Homecomings Financial, LLC as well as my rights under the laws of Alabama and the United States, and is an attempt to foreclose on my property without just cause, thereby causing injury to my reputation. I claim that I made a good faith effort with all diligence and logic to have my claim verified by your

Re: Residential Capital, LLC, Case No. 12-12020

CREDITOR: GWENDELL L. PHILPOT, SUMMARY IN PROOF OF CLAIM Items #2 and #8

collections employees who refused to do so or to provide me with the name of a corporate director to whom they report so that I may, this afternoon, have quickly addressed my concerns that Homecomings Financial, LLC is improperly handling my account.

I have made such payments as I completed on September 30, 2008 over the past year with the acceptance by Homecomings Financial, LLC of my status consistently being thirty days late and such status being acceptable with no prior action against me to foreclose. It is my belief that should the payment system of Homecomings Financial, LLC worked properly on September 30th, we would not be communicating about this situation. It is my interest to avoid the repercussions of your failed payment collection system as I experienced this past January when your system failed to recognize my payment at the end of 2007 and thereby causing my credit rating to incorrectly drop preventing me the opportunity to refinance my home and negatively affecting other credit factors of my life. Then as now, an inspection of the data records would show my payments to be less than sixty days late. For whatever incentive Homecomings Financial, LLC has to force me into foreclosure by failing to recognize the failure of its automatic payment system, I believe an arbitration or judicial process will find the records to verify that my statements were correct and Homecomings Financial's failure to act in good faith in verifying those claims will be a liability to Homecomings Financial as well as causing me unrepairable damage to my reputation by Homecomings Financial's unwarranted action against me.

On the website: http://www.homecomings.com/About_Us/Legal_Information/Disclosures.html is stated:

"SERVICING Homecomings understands that fair lending does not end with the approval or denial of a loan. Rather, the Fair Lending laws and regulations apply to every facet of a loan, from the taking of an application to receipt of the last loan payment."

Refusing to verify my actions in making my payment on September 30, 2008 is not in keeping of the Fair Lending Laws and Homecomings Financial, LLC's claims on its website.

----- Original Message ----- From: Homecomings <customer.service@homecomings.com> To: "lloyd.philpott@yahoo.com" <lloyd.philpott@yahoo.com> Sent: Friday, October 3, 2008 9:32:36 AM Subject: Re: Other Dear Customer, In response to your inquiry, our records indicate your current "User Name" is 7569522i47. Unfortunately, for security purposes, we are unable to provide you with your password. You may access your password by following the steps below. 1. Click on the "Look up your password" link on our home page. 2. Enter your User Name and the first and last name of the person who registered the account. 3. Click Submit. 4. Enter your Secret Answer(s). 5. Click Submit. If all your information is correctly answered, an email will be sent to the current email address associated with your registration, allowing you to reset your password. If you are unable to reset your password, you will need to reregister. In order to reregister, you will need to advise us to expire your current registration. You will then need to choose a new User Name. In addition, our records do not show a payment made on September 30, 2008. At this time your account is due for the August, September and October 2008 payments plus late charges and other fees. If you need to make payment arrangements, please call our Collection Department at 1-800-799-9250 extension 874-3284: Monday-Thursday 7:00 A.M. - 11:00 P.M. Central Time, Friday 7:00 A.M. - 6:00 P.M. CT or Saturday 8:00 A.M. - 12:00 P.M. CT. We apologize for any inconvenience this may have caused. For your protection, we have removed your name, account number, address and phone number from your original inquiry. If you have any further questions, please contact us through our Web site at www.homecomings.com or call Customer Care at 1-800-206-2901 during the following hours: Monday - Friday 6:00AM - 10:00PM CT Saturday 9:00AM - 1:00PM CT Customer Care Loan Servicing The information contained in this communication is confidential and privileged proprietary information intended only for the personal and confidential use of the individual or entity to whom it is addressed. If you are not the addressee indicated in this message (or an agent responsible for delivery of the message to such person), you are hereby notified that you have received this communication in error and that any review, dissemination, copying or unauthorized use of this message is strictly prohibited. In such case, you should destroy this message and kindly

Re: Residential Capital, LLC, Case No. 12-12020

CREDITOR: GWENDELL L. PHILPOT, SUMMARY IN PROOF OF CLAIM Items #2 and #8

notify the sender by reply email. Please advise immediately if you or your employer do not consent to Internet email for messages of this kind. Opinions, conclusions, and other information in this message that do not relate to the official business of the Company shall be understood as neither given nor endorsed by it. It is the Company's policy that emails are intended for and should be used for business purposes only. Original Message Follows: ----- Attention Homecomings Financial Mail Recipient: The Homecomings Financial Internet Application has generated this mail in response to a User's Action. TRKNO= Name: Address: Email Address:

lloyd.philpott@yahoo.com

Phone Number: Main subject of this inquiry: Other User Question/Comment: Last night on September 30, 2008, I tried to access my account to make a payment online. My account name is ** I reset the password a short time ago, and your system did not recognize it. This has happened multiple times on various months. I could not log-on last night. I went through setting up the registration again, but the system still would not allow me to log-in. I even tried my old account name of **o, but no luck. So, I then called 800-206-2901 and executed a pay-by-phone to my account of \$2266.46 plus the \$7.50 phone fee, which the auto system responded as being \$2273.96 deducted from my bank account. I finished with a verification of my SS#, L4D, and response as being accepted. As the confirmation # was starting to be called out to me, your system died. I tried to get back, but the time was then midnight. I executed my payment before midnight on the 30th with a response that verified the same. Today, I called and the auto responder, voice synthesis, system indicated that no payment was made. Then it redirected me with a statement that the call-takers were too busy and hung up on me. Please eMail me with a password reset link and tell me if the system recognized my payment to be on September 30, 2008. Because of my present status with Homecomings, the payment was only made if Homecomings' record shows the payment to have been made on September 30, 2008. User Agent: Mozilla/4.0 (compatible; MSIE 7.0; Windows NT 6.0; SLCC1; .NET CLR 2.0.50727; Media Center PC 5.0; .NET CLR 3.0.04506) Time Mail Generated: 10/01/2008 16:06:38

----- Original Message ----- From: Homecomings <customer.service@homecomings.com> To: "lloyd.philpott@yahoo.com" <lloyd.philpott@yahoo.com> Sent: Wednesday, October 1, 2008 4:08:55 PM Subject: We Received Your Message Thank you for your email to Homecomings Financial. Our team will make every effort to reply to your message within two business days.

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Re: Residential Capital, LLC, Case No. 12-12020

CREDITOR: GWENDELL L. PHILPOT, SUMMARY IN PROOF OF CLAIM Items #2 and #8

CREDITOR: GWENDELL L. PHILPOT, SUMMARY IN PROOF OF CLAIM Items #2 and #8

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I have made such payments as I completed on September 30, 2008 over the past year with the acceptance by Homecomings Financial, LLC of my status consistently being thirty days late and such status being acceptable with no prior action against me to foreclose. It is my belief that should the payment system of Homecomings Financial, LLC worked properly on September 30th, we would not be communicating about this situation. It is my interest to avoid the repercussions of your failed payment collection system as I experienced this past January when your system failed to recognize my payment at the end of 2007 and thereby causing my credit rating to incorrectly drop preventing me the opportunity to refinance my home and negatively affecting other credit factors of my life. Then as now, an inspection of the data records would show my payments to be less than sixty days late. For whatever incentive Homecomings Financial, LLC has to force me into foreclosure by failing to recognize the failure of its automatic payment system, I believe an arbitration or judicial process will find the records to verify that my statements were correct and Homecomings Financial's failure to act in good faith in verifying those claims will be a liability to Homecomings Financial as well as causing me unrepairable damage to my reputation by Homecomings Financial's unwarranted action against me.

On the website: http://www.homecomings.com/About_Us/Legal_Information/Disclosures.html is stated:

"SERVICING

Homecomings understands that fair lending does not end with the approval or denial of a loan. Rather, the Fair Lending laws and regulations apply to every facet of a loan, from the taking of an application to receipt of the last loan payment."

Refusing to verify my actions in making my payment on September 30, 2008 is not in keeping of the Fair Lending Laws and Homecomings Financial, LLC's claims on its website.

Gwendell

8

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----- Original Message -----

From: Homecomings <customer.service@homecomings.com>

To: "lloyd.philpott@yahoo.com" <lloyd.philpott@yahoo.com>

Sent: Friday, October 3, 2008 9:32:36 AM

Subject: Re: Other

Dear Customer,

In response to your inquiry, our records indicate your current "User Name" is 7569522i47. Unfortunately, for security purposes, we are unable to provide you with your password. You may access your password by following the steps below.

1. Click on the "Look up your password" link on our home page.
2. Enter your User Name and the first and last name of the person who registered the account.
3. Click Submit.
4. Enter your Secret Answer(s).
5. Click Submit.

If all your information is correctly answered, an email will be sent to the current email address associated with your registration, allowing you to reset your password.

Re: Residential Capital, LLC, Case No. 12-12020

CREDITOR: GWENDELL L. PHILPOT, SUMMARY IN PROOF OF CLAIM Items #2 and #8

If you are unable to reset your password, you will need to reregister. In order to reregister, you will need to advise us to expire your current registration. You will then need to choose a new User Name.

In addition, our records do not show a payment made on September 30, 2008. At this time your account is due for the August, September and October 2008 payments plus late charges and other fees. If you need to make payment arrangements, please call our Collection Department at 1-800-799-9250 extension 874-3284: Monday-Thursday 7:00 A.M. - 11:00 P.M. Central Time, Friday 7:00 A.M. - 6:00 P.M. CT or Saturday 8:00 A.M. - 12:00 P.M. CT.

We apologize for any inconvenience this may have caused.

For your protection, we have removed your name, account number, address and phone number from your original inquiry. If you have any further questions, please contact us through our Web site at www.homecomings.com or call Customer Care at 1-800-206-2901 during the following hours:

Monday - Friday 6:00AM - 10:00PM CT
Saturday 9:00AM - 1:00PM CT
Customer Care
Loan Servicing

The information contained in this communication is confidential and privileged proprietary information intended only for the personal and confidential use of the individual or entity to whom it is addressed. If you are not the addressee indicated in this message (or an agent responsible for delivery of the message to such person), you are hereby notified that you have received this communication in error and that any review, dissemination, copying or unauthorized use of this message is strictly prohibited. In such case, you should destroy this message and kindly notify the sender by reply email.

9

Please advise immediately if you or your employer do not consent to Internet email for messages of this kind. Opinions, conclusions, and other information in this message that do not relate to the official business of the Company shall be understood as neither given nor endorsed by it. It is the Company's policy that emails are intended for and should be used for business purposes only.

Original Message Follows:

Attention Homecomings Financial Mail Recipient:

The Homecomings Financial Internet Application has generated this mail in response to a User's Action.

TRKNO=

Name:

Address:

Email Address: lloyd.philpott@yahoo.com

Phone Number:

Main subject of this inquiry: Other

User Question/Comment:

Last night on September 30, 2008, I tried to access my account to make a payment online. My account

Re: Residential Capital, LLC, Case No. 12-12020

CREDITOR: GWENDELL L. PHILPOT, SUMMARY IN PROOF OF CLAIM Items #2 and #8

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User Agent: Mozilla/4.0 (compatible; MSIE 7.0; Windows NT 6.0; SLCC1; .NET CLR 2.0.50727; Media Center PC 5.0; .NET CLR 3.0.04506)
Time Mail Generated: 10/01/2008 16:06:38

----- Original Message -----

From: Homecomings <customer.service@homecomings.com>

To: "lloyd.philpott@yahoo.com" <lloyd.philpott@yahoo.com>

Sent: Wednesday, October 1, 2008 4:08:55 PM

Subject: We Received Your Message

Thank you for your email to Homecomings Financial. Our team will make every effort to reply to your message within two business days.

10

Re: Residential Capital, LLC, Case No. 12-12020

CREDITOR: GWENDELL L. PHILPOT, SUMMARY IN PROOF OF CLAIM Items #2 and #8

Exhibit 2

Priore Declaration

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

_____)	
In re:)	Case No. 12-12020 (MG)
)	
RESIDENTIAL CAPITAL, LLC, <u>et al.</u> ,)	Chapter 11
)	
Debtors.)	Jointly Administered
_____)	

**DECLARATION OF KATHY PRIORE WITH RESPECT TO
OBJECTION OF THE RESCAP BORROWER CLAIMS TRUST
TO CLAIM NUMBER 5067 FILED BY GWENDELL L. PHILPOT**

I, Kathy Priore, hereby declare as follows:

A. Declarant's Background and Qualifications

1. I serve as Associate Counsel for The ResCap Liquidating Trust (the "Liquidating Trust"), established pursuant to the terms of the *Second Amended Joint Chapter 11 Plan Proposed by Residential Capital, LLC, et al., and the Official Committee of Unsecured Creditors* [Docket No. 6030] confirmed in the above-captioned chapter 11 cases (the "Chapter 11 Cases"). During the Chapter 11 Cases, I served as Associate Counsel in the legal department at Residential Capital, LLC ("ResCap"), a limited liability company organized under the laws of the state of Delaware and the parent of the other debtors in the above-captioned Chapter 11 Cases (collectively, the "Debtors"). I joined ResCap on May 1, 2008 as in-house litigation counsel. Prior to my in-house litigation counsel position, I held various roles within the legal department at ResCap.

2. In my role as Associate Counsel at ResCap, I was responsible for the management of residential mortgage-related litigation. In connection with ResCap's chapter 11 filing, I also assisted the Debtors and their professional advisors in connection with the administration of the Chapter 11 Cases, including the borrower litigation matters pending before

this Court. In my current position as Associate Counsel to the Liquidating Trust, among my other duties, I continue to assist the Liquidating Trust and Borrower Claims Trust (the “**Borrower Trust**”) in connection with the claims reconciliation process.¹ I am authorized to submit this Declaration with respect to the *Objection of the ResCap Borrower Claims Trust to Claim Number 5067 Filed by Gwendell L. Philpot* (the “Objection”).²

3. In my current and former capacities as Associate Counsel to the Liquidating Trust and ResCap, I am intimately familiar with the Debtors’ claims reconciliation process. Except as otherwise indicated, all statements in this Declaration are based on my familiarity with the Debtors’ Books and Records (the “Books and Records”), as well as the Debtors’ schedules of assets and liabilities and statements of financial affairs filed in these Chapter 11 Cases (collectively, the “Schedules”), my review and reconciliation of claims, and/or my review of relevant documents. I, or other Liquidating Trust personnel, have reviewed and analyzed the proof of claim form and supporting documentation filed by the Claimant. Since the Plan went effective and the Borrower Trust was established, I, along with other members of the Liquidating Trust, have consulted with the Borrower Trust to continue the claims reconciliation process, analyze claims and determine the appropriate treatment of the same. In connection with such review and analysis, where applicable, I, or other Liquidating Trust personnel, together with professional advisors, have reviewed (i) information supplied or verified by former personnel in departments within the Debtors’ various business units, (ii) the Books and Records, (iii) the

¹ The ResCap Liquidating Trust and the ResCap Borrower Trust are parties to an Access and Cooperation Agreement, dated as December 17, 2013, which, among other things, provides the Borrower Trust with access to the Books and Records held by the Liquidating Trust and the Liquidating Trust’s personnel to assist the Borrower Trust in performing its obligations.

² Capitalized terms not defined herein shall have the meanings ascribed to them in the Objection.

Schedules, (iv) other filed proofs of claim, and/or (v) the official claims register maintained in the Debtors' Chapter 11 Cases.

4. Except as otherwise indicated, all facts set forth in this Declaration are based upon my familiarity with the Debtors' Books and Records, information learned from my review of relevant documents, and information I received through my discussions with other former members of the Debtors' management or other former employees of the Debtors and/or the Liquidating Trust's or Borrower Trust's professionals and consultants. If I were called upon to testify, I could and would testify competently to the facts set forth in the Objection on that basis.

5. The Debtors have examined the Philpot Claim, the Response, and the Sur-reply, as well as their Books and Records in order to (a) assess the allegations made in the Philpot Claim, the Response and the Sur-reply, and (b) verify that the Debtors followed the applicable guidelines and policies regarding loan modifications with respect to the Philpot Claim. For the reasons set forth below, the Debtors determined that Mr. Philpot's allegations of liability are unsubstantiated and have no validity.

B. The Philpot Loan

6. The Philpot Claim, which was filed as a general unsecured claim in the amount of \$630,000.00, relates to a residential mortgage loan taken out by Mr. Philpot (the "Philpot Loan") that was originated by Debtor Homecomings Financial, LLC, formerly known as Homecomings Financial Network, Inc. ("Homecomings"), on December 4, 2000. The Philpot Loan is evidenced by a note in the amount of \$220,000 (the "Note"), which was secured by a mortgage (the "Mortgage") of real property located at 503 Ferry St. N.E., Decatur, Alabama 35601 (the "Property"). Debtor Residential Funding Corporation ("RFC") purchased the Philpot

Loan from Homecomings and on or about March 1, 2001, transferred its interest to Bank One, N.A. as Trustee for the RASC Series 2001-KS1 Trust in connection with the securitization of the Philpot Loan. The Note was endorsed by Homecomings to RFC and from RFC to Bank One, NA, as Trustee. An assignment of the Mortgage (the “Assignment”) was executed on August 24, 2010 from MERS to The Bank of New York Mellon Trust Company, N.A. as successor Trustee for the RASC Series 2001-KS1 Trust.³ Copies of the Note, Mortgage and Assignment are annexed hereto as Exhibits A, B and C, respectively.

7. Homecomings serviced the Philpot Loan from the date of origination until July 1, 2009. On July 1, 2009, Debtor GMAC Mortgage, LLC (“GMACM”) began servicing the Philpot Loan for Bank of New York. GMACM transferred servicing to Ocwen Loan Servicing, LLC on February 16, 2013 in connection with the Debtors’ sale of their servicing platform.

8. The Debtors initially believed that the Philpot Claim related to a prior class action litigation regarding the ability of MERS to foreclose on Mr. Philpot’s home. However, upon further review of the Philpot Claim and the Response, the Liquidating Trust now understands the Philpot Claim to be based on Mr. Philpot’s alleged loss of equity and income relating to the Debtors’ alleged error in payment processing in September 2008, as described below.

9. Prior to filing the Objection, as well as after reviewing the Response and the Sur-reply, the Liquidating Trust on behalf of the Borrower Trust attempted to reconcile the Philpot Claim with the information in the Debtors’ Books and Records. Specifically, the Liquidating Trust reviewed, among other documents, Mr. Philpot’s payment history and the

³ Specifically, The Bank of New York Mellon Trust Company, N.A. f/k/a The Bank of New York Trust Company, N.A. was successor Trustee to JP Morgan Chase Bank, N.A., which, in turn, was successor Trustee as a result of its merger with Bank One, N.A.

Debtors' internal servicing notes, and correspondence between Mr. Philpot and GMACM with respect to the foregoing. In addition, the Liquidating Trust reviewed certain documents filed in connection with the Philpot Bankruptcy (defined below). Excerpts of the relevant servicing notes are annexed hereto as **Exhibit D**.

1. Payment Issues

10. Beginning in June 2007, Mr. Philpot's account became delinquent and has remained in arrears since that time. See Credit Reporting History annexed hereto as **Exhibit E**.

11. The Debtors' Books and Records reflect that, on October 3, 2008, Mr. Philpot contacted the Debtors and reported that he made an online payment on September 30, 2008, including a speedpay fee, and that such payment was not recognized by the Debtors. See **Exhibit D** at pp. 4-5. The Debtors reviewed Mr. Philpot's payment history and did not find any record of such payment within their payment processing system. Id. Also on October 3, 2008, Mr. Philpot requested that he be allowed to make a replacement payment and that such payment be backdated to September 30, 2008. Id. The Debtors informed Mr. Philpot that they were unable to grant his request to backdate the payment because the Debtors' payment processing system did not allow backdating. Id.

12. On October 7, 2008, Mr. Philpot contacted the Debtors and again asserted that he made an online payment on September 30, 2008. See **Exhibit D** at pp. 6-7. The Debtors advised Mr. Philpot to contact his bank to determine whether such alleged payment had been deducted from his account. Id. The Debtors also advised Mr. Philpot that if he was able to obtain information regarding the date that a payment was processed from his bank account, then he could contact the Debtors at a specific telephone number so that further research could be done regarding the alleged payment. Id.

13. On October 9, 2008, Mr. Philpot contacted the Debtors and again requested to make a payment with a retroactive effective date of September 30, 2008. See Exhibit D at p. 7. Mr. Philpot was informed that his payment could not be backdated, and was also advised that, if a payment was made within a few days of October 9, 2008, then the Debtors could amend Mr. Philpot's credit report to show that the payment was received within sixty (60) days due to a Voice Recognition Unit error. Id. The Debtors did not receive such a payment from Mr. Philpot. Id.

2. Foreclosure Proceedings

14. In January 2008, upon being advised that the Philpot Loan had been referred for foreclosure, Mr. Philpot indicated to GMACM that he desired to catch up on his delinquent loan payments and was endeavoring to sell the Property. See Exhibit D at p. 2. Those sale efforts were unsuccessful and on October 23, 2008, the Philpot Loan was referred to foreclosure due to Mr. Philpot's continued failure to make any payments on the Philpot Loan since August 2008. Id. at p. 8. In December 2008, Mr. Philpot requested approval of a short sale, which was denied because the offered sale amount was too low. Id. at pp. 9-13. The foreclosure referral was closed on February 4, 2009 due to the commencement of the Philpot Bankruptcy (defined below). Id. at p. 13.

15. Following Mr. Philpot's bankruptcy discharge, the Debtors again referred the Philpot Loan to foreclosure on May 22, 2009 and February 26, 2010 (see Exhibit D at pp. 14, 19, but such referrals were closed on September 23, 2009 and May 24, 2010, respectively, due to a pending repayment plan or other loan modification activity. Id. at pp. 18, 21. Despite the Debtors' numerous attempts to work with Mr. Philpot to avoid foreclosure, a loan modification was never finalized and the Philpot Loan was again referred to foreclosure on June 1, 2012. Id. at p. 26. The Property was sold to the Bank of New York through a

foreclosure sale on February 20, 2013, and as of that date, the Property was placed in real estate owned (“REO”) status. See Foreclosure Deed, annexed hereto as **Exhibit F**. The Debtors’ Books and Records show that 4.5 years of payments remained due and owing for the Philpot Loan from August 2008 through the foreclosure sale on February 20, 2013.

16. On February 16, 2013, servicing of the Philpot Loan was transferred to Ocwen Loan Servicing, LLC.

3. Loss Mitigation Efforts

17. In addition to the dispute over the alleged September 30, 2008 payment error, Mr. Philpot also contacted the Debtors on several occasions to discuss loan modification options. Mr. Philpot was approved for a traditional loan modification on August 27, 2009, but such loan modification was ultimately denied because Mr. Philpot did not timely submit the follow-up information requested by the Debtors. See **Exhibit D** at pp. 16-18. Rather, Mr. Philpot argued that he should be approved for a Home Affordable Modification Program (“HAMP”) loan modification, which was previously denied due to Mr. Philpot having insufficient income to meet such program’s requirements. Id. Mr. Philpot was also approved for traditional loan modifications on May 28, 2010 and December 16, 2010; (see id. at pp. 20-21, 23) however, such modifications were ultimately denied because the necessary loan modification documents were not executed and returned to the Debtors by the designated due dates. See id. at pp. 22, 24-25.

4. Philpot Bankruptcy

18. On February 3, 2009, Mr. Philpot and his wife filed a joint chapter 7 bankruptcy petition in the Northern District of Alabama, Case No. 09-80380 (the “Philpot Bankruptcy”), and, as a result, the pending foreclosure referral was closed. See Docket Report, annexed hereto as **Exhibit G**.

19. Mr. and Mrs. Philpot did not include a claim against any of the Debtors on the schedules of assets and liabilities they filed in the Philpot Bankruptcy, nor did they raise such claims via an adversary proceeding or otherwise during the Philpot Bankruptcy. See Philpot Bankruptcy Schedules A, B and D, annexed hereto as **Exhibit H**; Philpot Bankruptcy Report of Associated Cases, annexed hereto as **Exhibit I**.

20. The Philpots surrendered the Property securing the Philpot Loan, and on May 6, 2009, an order was entered in the Philpot Bankruptcy granting Homecomings relief from the automatic stay to take possession of and liquidate the Property. On May 21, 2009, Mr. and Mrs. Philpot received a discharge. See **Exhibit G** at ECF# 40; Discharge Order, annexed hereto as **Exhibit J**.

21. Neither the Philpot Claim, the Response, nor the Sur-reply includes any documentary or other evidence substantiating the \$350,000.00 amount of the “lost equity” component of the Philpot Claim. Similarly, neither the Philpot Claim, the Response, nor the Sur-reply provides any documentary or other evidence substantiating the amount of the \$280,000.00 lost income component of the Philpot Claim.

Dated: November 14, 2014

/s/ Kathy Priore
Kathy Priore
Associate Counsel for
The ResCap Liquidating Trust

Exhibit A

NOTE

DECEMBER 4TH, 2000
[Date]

DECATUR
[City]

ALABAMA
[State]

503 FERRY ST. N.E., DECATUR, AL 35601
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 220,000.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is HOMECOMINGS FINANCIAL NETWORK, INC.

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 10.2500 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the FIRST day of each month beginning on JANUARY 1ST, 2001. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before principal. If, on DECEMBER 1ST, 2030, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my monthly payments at 6525 MORRISON BLVD., STE. 333, CHARLOTTE, NC 28211 or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 1,971.42.

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at a time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a prepayment if I have not made all the monthly payments due under the Note.

I may make a full prepayment or partial prepayments without paying a prepayment charge. The Note Holder will use my prepayments to reduce the amount of principal that I owe under this Note. However, the Note Holder may apply my prepayment to the accrued and unpaid interest on the prepayment amount, before applying my prepayment to reduce the principal amount of the Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

MULTISTATE FIXED RATE NOTE-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT



-5N(9904)
VMP MORTGAGE FORMS - (800)521-7291

Form 3200 3/99



5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.00 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law.

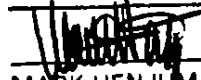
If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.



GWENDELL LLOYD PHILPOT (Seal)
-Borrower

WITHOUT RECOURSE (Seal)
PAY TO THE ORDER OF
RESIDENTIAL FUNDING CORPORATION (Seal)

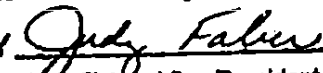


MARK HENJUM
ASSISTANT SECRETARY

HOMECOMINGS FINANCIAL NETWORK, INC. (Seal)
A DELAWARE CORPORATION -Borrower

(Seal)
-Borrower

PAY TO THE ORDER OF (Seal)
Bank One, National Association, as Trustee
WITHOUT RECOURSE
Residential Funding Corporation

BY 
Judy Faber, Vice President

(Seal)
-Borrower

(Seal)
-Borrower

[Sign Original Only]

Exhibit B

Return To:

HomeComings Financial Network, Inc.
One Meridian Crossing, Ste. 100
Minneapolis, MN 55423
Loan Number:

2000 35882
Recorded in the Above
MORTGAGE Book & Page
12-11-2000 01:30:16 PM
Bobby Day - Probate Judge
State of Alabama, Morgan County

[Space Above This Line For Recording Data]

MORTGAGE
MIN

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated DECEMBER 4TH, 2000 , together with all Riders to this document.

(B) "Borrower" is
GWENDELL LLOYD PHILPOT AND ANNETTE GREEN PHILPOT
wife,

AG
JHP

Borrower is the mortgagor under this Security Instrument.

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

ALABAMA-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT WITH MERS
MFAL7770 (06/00) / 041-225965-7

Form 3001 3/99

1-2318-BA(AL) (9905)

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Initials: AG JHP

VMP MORTGAGE FORMS - (800)521-7281



2000 35883
Recorded in the Above
MORTGAGE Book & Page
12-11-2000 01:30:16 PM

(D) "Lender" is HOMECOMINGS FINANCIAL NETWORK, INC.

Lender is a CORPORATION
organized and existing under the laws of DELAWARE
Lender's address is 6525 MORRISON BLVD., STE. 333
CHARLOTTE, NC 28211

(E) "Note" means the promissory note signed by Borrower and dated DECEMBER 4TH, 2000
The Note states that Borrower owes Lender TWO HUNDRED TWENTY THOUSAND AND NO/100

Dollars

(U.S. \$ 220,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic
Payments and to pay the debt in full not later than DECEMBER 1ST, 2030

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

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

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

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

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

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

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by
check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic
instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit
or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller
machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse
transfers.

(L) "Escrow Items" mean those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid
by any third party (other than insurance proceeds paid under the coverages described in Section 5) for (i)
damage to, or destruction of, the Property, (ii) condemnation or other taking of all or any part of the
Property, (iii) conveyance in lieu of condemnation or (iv) misrepresentations of, or omissions as to, the
value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on,
the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (1) principal and interest under the
Note, plus (2) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its
implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to
time, or any additional or successor legislation or regulation that governs the same subject matter. As used
in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard
to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage
loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or
not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

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MORTGAGE Book & Page
12-11-2000 01:30:16 PM

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (a) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (b) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably mortgages, grants and conveys to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, with power of sale, the following described property located in the JUDICIAL DISTRICT of MORGAN COUNTY :

 [Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

~~Legal description attached to this document is hereby rejected~~

Part of Lot 397, according to the Plan of the City of Decatur, Alabama, described as beginning at the northwest corner of Ferry and Cherry Streets, thence in a northeast direction along Ferry Street 82 feet; thence in a northwest direction parallel with Cherry Street 165 feet to an alley; thence in a southwest direction parallel with Ferry Street 82 feet to Cherry Street, thence in a southeast direction along Cherry Street to point of beginning, except the westerly 5 feet for alley.

Parcel ID Number: 52030418401200

which currently has the address of

503 FERRY ST. N.E.

[Street]

DECATUR

[City] , Alabama 35601 [Zip Code]

("Property Address"):

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

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

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

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

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this

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Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash, (b) money order, (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity or (d) Electronic Funds Transfer.

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

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (1) interest due under the Note; (2) principal due under the Note; (3) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

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

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

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts

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due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (1) sufficient to permit Lender to apply the Funds at the time specified under RESPA and (2) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

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

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

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

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

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

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lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

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

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (1) a one-time charge for flood zone determination, certification and tracking services or (2) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

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

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

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

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the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (1) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (2) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

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

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

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

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

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (1) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (2) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (3) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to, (1) paying any sums secured by a lien which has priority over this Security Instrument, (2) appearing in court, and (3) paying reasonable

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attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

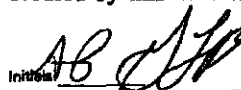
10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until the Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument,

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whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this

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Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable

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Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (1) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender, (2) words in the singular shall mean and include the plural and vice versa, and (3) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (i) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (ii) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (iii) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash, (b) money order, (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA

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requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer(s) and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (1) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (2) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (3) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law and (4) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (1) that is in violation of any Environmental Law, (2) which creates an Environmental Condition or (3) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (1) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge; (2) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (3) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give a copy of a notice to Borrower in the manner provided in Section 15. Lender shall publish the notice of sale once a week for three consecutive weeks in a newspaper published in MORGAN County, Alabama, and thereupon shall sell the Property to the highest bidder at public auction at the front door of the County Courthouse of this County. Lender shall deliver to the purchaser Lender's deed conveying the Property. Lender or its designee may purchase the Property at any sale. Borrower covenants and agrees that the proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Waivers. Borrower waives all rights of homestead exemption in the Property and relinquishes all rights of curtesy and dower in the Property.

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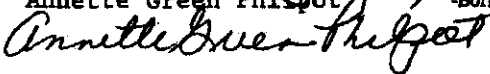
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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

 (Seal)
GWENDELL LLOYD PHILPOT -Borrower

 (Seal)
Annette Green Philpot -Borrower


_____(Seal) _____(Seal)
-Borrower -Borrower

_____(Seal) _____(Seal)
-Borrower -Borrower

_____(Seal) _____(Seal)
-Borrower -Borrower

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MORTGAGE Book & Page
12-11-2000 01:30:16 PM
Bobby Day - Probate Judge
State of Alabama, Morgan County

STATE OF ALABAMA,

MORGAN

County

On this 4th day of December 2000, I,

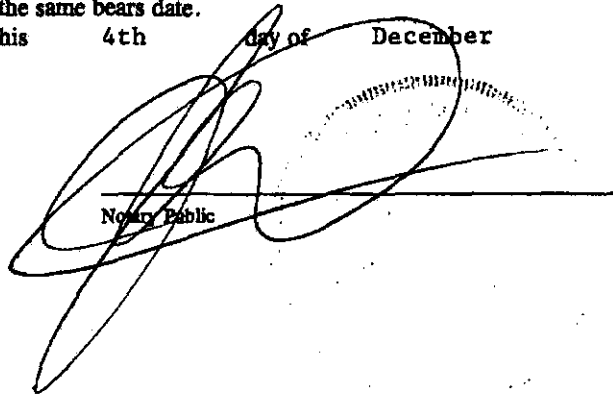
a Notary Public in and for said county and in said state, hereby certify that
GWENDELL LLOYD PHILPOT AND ANNETTE GREEN PHILPOT

whose name(s) is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged
before me that, being informed of the contents of the conveyance, he/she/they executed the same
voluntarily and as his/her/their act on the day the same bears date.

Given under my hand and seal of office this 4th day of December, 2000.

My Commission Expires:

10/8/2001


Notary Public

Prepared By: HomeComings Financial Network
6525 Morrison Boulevard, Ste. 333
Charlotte, NC 28211

Term/Cashier: RECORD2 / AnnW
Tran: 742.21367.31220
AFF Special Fee (Act 95-424) 5.00
FIL Filing Fee 1.00
MTG Mortgage Tax 337.00
REC Recording Fee 45.00
Total Fees: \$ 381.00
State of Alabama, Morgan County
I certify this instrument was filed on
12-11-2000 01:30:16 PM
and recorded in MORTGAGE Book
2000 at pages 35882 - 35896
Bobby Day - Probate Judge

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Exhibit C

Recorded in the Above
MISC Book & Page
08-30-2010 11:15:26 AM
Greg Cain - Probate Judge
State of Alabama, Morgan County

Loan Number: [REDACTED]

CM #: [REDACTED]

STATE OF ALABAMA)

COUNTY OF MORGAN)

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, the undersigned MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (the "Assignor"), does hereby transfer, assign, set over and convey unto THE BANK OF NEW YORK MELLON TRUST COMPANY, NATIONAL ASSOCIATION FKA THE BANK OF NEW YORK TRUST COMPANY N.A., AS SUCCESSOR TO JP MORGAN CHASE BANK, N.A., SUCCESSOR BY MERGER WITH BANK ONE, N. A., AS TRUSTEE FOR RASC 2001KS1 (the "Assignee"), its successors, transferees, and assigns forever, all right, title and interest of said Assignor in and to that certain Mortgage executed by GWENDELL LLOYD PHILPOT AND WIFE, ANNETTE GREEN PHILPOT, to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY AS NOMINEE FOR HOMECOMINGS FINANCIAL NETWORK, INC dated the 4th day of December 2000, and filed for record in Book 2000, Page 35882, in the Probate Office of Morgan County, Alabama.

It is expressly understood and agreed that the within transfer and assignment of the said Mortgage is without warranty, representation or recourse of any kind whatsoever.

IN WITNESS WHEREOF, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. has caused this conveyance to be executed by Colleen McCullough as Assistant Secretary and Vice President of Mortgage Electronic Registration Systems, Inc., pursuant to that certain Agreement for signing attached hereto as Exhibit A and fully incorporated herein. This Assignment executed on this the 24 day of August, 2010.

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS,
INC.

By: 

Colleen McCullough
Assistant Secretary and Vice President of
Mortgage Electronic Registration Systems, Inc.

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, David Charles Johnson, a Notary Public in and for said County in said State, hereby certify that Colleen McCullough, whose name as Assistant Secretary and Vice President of Mortgage Electronic Registration Systems, Inc., a corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 24 day of
August, 2010.


Notary Public

My Commission Expires: MY COMMISSION EXPIRES JUNE 15, 2014

This instrument prepared by:
David Johnson
Sirote & Permutt, P.C.
P. O. Box 55727
Birmingham, AL. 35255



Exhibit D

DISPLAY/HISTORY

12-12020-mg Doc 7760-3 Filed 11/14/14 Entered 11/14/14 15:16:52 Exhibit 2 -

Acct: [REDACTED] Name: GWENDELL L PHILPOT

Prior Declaration: Pg 33 of 86 Investor: 98028 Warn: 5 Lock: 1 Stop: 0

Page:

SSN: [REDACTED]

Refresh Date:

- Dates - Paid To: 7/1/2008 Next Due: 8/1/2008 Last Pmt: 8/30/2008
 - Bal - Prin: \$0.00 Esc: \$0.00
 - Uncol - LC: \$0.00 P&I Adv: \$0.00 Esc Sht: \$0.00

NOTES:

Trans Added Date	Trans Type	Area ID that Originated the Message	Document Notice Id	Document Text Id	Document Text Type Code	Add Teller	TransactionDescription
5/7/2007	DM					T:00000	EARLY IND: SCORE 000 MODEL EI16T
5/8/2007	DM					T:00000	EARLY IND: SCORE 000 MODEL EI16T
5/21/2007	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
5/22/2007	NT	SKIP				T:01519	No phone number returned from Innovis skip file
5/28/2007	NT					T:25041	PO Total Amount =213730.75
5/28/2007	NT					T:25041	PO Principal =210019.33
5/28/2007	NT					T:25041	PO Interest =3504.28
5/28/2007	NT					T:25041	PO Latecharge =197.14
5/28/2007	NT					T:25041	PO Unpaid Fees =10.00
5/28/2007	NT					T:25041	PO Escrow Balance =0.00
5/28/2007	NT					T:25041	PO Interest To Date =05/30/07
5/28/2007	NT					T:25041	PO PHN =2566842617
5/28/2007	NT					T:25041	PO FAX =0000000000
5/28/2007	NT					T:25041	PO TYPE =VERBAL
5/29/2007	DMD					T:22222	00/00/00 00:00:00
5/29/2007	DMD					T:22222	00/00/00 00:00:00
5/29/2007	DMD					T:22222	05/29/07 11:05:53 SIT_TONE
5/31/2007	DMD					T:22222	00/00/00 00:00:00
5/31/2007	DMD					T:22222	00/00/00 00:00:00
5/31/2007	DMD					T:22222	05/31/07 13:51:42 OP INTCEPT
6/1/2007	DMD					T:22222	00/00/00 00:00:00
6/1/2007	DMD					T:22222	00/00/00 00:00:00
6/1/2007	DMD					T:22222	06/01/07 14:12:03 UN-SUCCESSFUL
6/4/2007	DM					T:00000	EARLY IND: SCORE 369 MODEL EI30S
6/4/2007	DMD					T:22222	00/00/00 00:00:00
6/4/2007	DMD					T:22222	00/00/00 00:00:00
6/4/2007	DMD					T:22222	06/04/07 14:49:50 SIT_TONE
6/5/2007	D19		0	05	8		BREACH GWENDELL L PHIL
6/7/2007	DMD					T:22222	00/00/00 00:00:00

11/1/2007	FSV	12 12020 mg	0	00	1	T:00000	INSP TP D RESULTS RCVD; ORD DT=10/15/07
11/2/2007	DM	Doc 7760-3				Entered 11/14/14 15:16:52	Exhibit 2
11/2/2007	D28		0	DT	8	T:00000	EARLY IND: SCORE 345 MODEL EI30S
11/5/2007	D19		0	05	8		BILLING STATEMENT FROM REPORT R628
11/9/2007	CBR		0	00	1	T:00000	BREACH GWENDELL L PHIL
11/12/2007	D19		0	05	8		DELINQUENT: 30 DAYS
11/14/2007	FSV		0	00	1	T:00000	DEF - OPTIONS TO AVOID FORECLOSURE
11/19/2007	NT	SKIP				T:08243	INSP TYPE D ORDERED; REQ CD =AUTO DELQ
11/29/2007	DM					T:00000	No phone number returned from Innovis skip file
11/30/2007	DM					T:00000	AUTOMATED INTEREST ACCRUAL HOLD ACTIVE
11/30/2007	NT					T:25041	AUTOMATED INTEREST ACCRUAL HOLD INACTIVE
12/3/2007	DM					T:00000	PBP VRU13 CONF # 2007113042816714 AMT \$2220.62
12/4/2007	DM					T:00000	EARLY IND: SCORE 006 MODEL EI16T
12/4/2007	D19		0	05	8		EARLY IND: SCORE 354 MODEL EI30S
12/10/2007	FSV		0	00	1	T:00000	BREACH GWENDELL L PHIL
12/13/2007	D19		0	05	8		INSP TP D RESULTS RCVD; ORD DT=11/14/07
12/14/2007	CBR		0	00	1	T:00000	DEF - OPTIONS TO AVOID FORECLOSURE
12/14/2007	FSV		0	00	1	T:00000	DELINQUENT: 30 DAYS
12/19/2007	D28		0	DT	8		INSP TYPE D ORDERED; REQ CD =AUTO DELQ
12/28/2007	DM					T:00000	BILLING STATEMENT FROM REPORT R628
12/31/2007	FSV		0	00	1	T:00000	AUTOMATED INTEREST ACCRUAL HOLD ACTIVE
1/2/2008	DM					T:00000	INSP TP D RESULTS RCVD; ORD DT=12/14/07
1/3/2008	DMD					T:22222	EARLY IND: SCORE 311 MODEL EI30S
1/3/2008	DMD					T:22222	00/00/00 00:00:00
1/3/2008	DMD					T:22222	00/00/00 00:00:00
1/3/2008	D19		0	05	8		01/02/08 09:34:29 NO ANSWER
1/4/2008	DM					T:00000	LM - LOSS MIT FCL REFERRAL - FNMA/FHLMC
1/4/2008	DMD					T:22222	AUTOMATED INTEREST ACCRUAL HOLD INACTIVE
1/4/2008	DMD					T:22222	01/04/08 14:05:27 LEFT MESSAGE
1/4/2008	DMD					T:22222	01/04/08 12:12:17 NO ANSWER
1/4/2008	DMD					T:22222	01/04/08 09:33:18 NO ANSWER
1/4/2008	DMD					T:22222	00/00/00 00:00:00
1/4/2008	DMD					T:22222	00/00/00 00:00:00
1/4/2008	DMD					T:22222	01/04/08 10:43:58 MSG ANS MACH
1/4/2008	CIT	COL03				T:22168	001 new cit 808 setup one pmt had to make repairs
1/4/2008	CIT	COL03				T:22168	to sell prop
1/4/2008	DM					T:22168	TT B1 V/I STT TAD CD LC BREACH RFD HAD TO PAY
1/4/2008	DM					T:22168	LARGE AMTS OF FUNDS TO REPAIR PROP TO GET READY TO
1/4/2008	DM					T:22168	SELL PROP TOOK FIANC POS SURPLUS BUT DECLIND RPY
1/4/2008	DM					T:22168	STT WANTED TO JUST SETUP ONE PMT SETUP ONE PMT CSI
1/4/2008	DM					T:22168	PUT IN CIT 808 FOR ONE PMT ARAMIREZ 6268

1/4/2008	DM	12 12020 mg	Doc 7760-3	Filed 11/14/14	T:22168	DLT REASON 4 CHANGED TO: OTHER
1/4/2008 ₃	DM			Prior Declaration	Entered 11/14/14 15:16:52	Exhibit 2
1/4/2008	FOR				Pg 35 of 86	ACTION/RESULT CD CHANGED FROM OASK TO BRSS
1/4/2008	NT	INQ				LMT BORR FIN REC ADDED
1/4/2008	NT	INQ			T:28927	b1 cld was trying to log on to the website but was
1/4/2008	NT	INQ			T:28927	unable to do so b/c he couldnt remember
1/4/2008	NT	INQ			T:28927	password.adv him that i would xfer to col dept to
1/4/2008	NT	INQ			T:28927	do pbp for nov pmt since he wasnt able to bring
1/4/2008	NT	INQ			T:28927	acct curr.miker4029
1/7/2008	OL		0	41	7	WDOYCSH - PAY-BY-PHONE LETTER
1/7/2008	D28		0	DT	8	BILLING STATEMENT FROM REPORT R628
1/7/2008	D19		0	05	8	BREACH GWENDELL L PHIL
1/10/2008	CIT	COL01				T:01059 001 DONE 01/10/08 BY TLR 01059
1/10/2008	CIT	COL01				T:01059 TSK TYP 808-DO NOT REFER TO
1/10/2008	CIT	COL01				T:01059 001 removal of 808 by script
1/11/2008	DMD					T:22222 00/00/00 00:00:00
1/11/2008	DMD					T:22222 00/00/00 00:00:00
1/11/2008	CBR		0	00	1	T:00000 DELINQUENT: 60 DAYS
1/14/2008	FSV		0	00	1	T:00000 INSP TYPE D ORDERED; REQ CD =AUTO DELQ
1/14/2008	D19		0	05	8	DEF - OPTIONS TO AVOID FORECLOSURE
1/16/2008	DM					T:16754 REMOVAL OF STALE PROMISE DATE
1/16/2008	DM					T:16754 ACTION/RESULT CD CHANGED FROM OASK TO NOTE
1/18/2008	NT	EOY				T:01507 3rd party annette cld, wanted to obtain the 1098
1/18/2008	NT	EOY				T:01507 info, advsd since her name is not on the account i
1/18/2008	NT	EOY				T:01507 would not be able to release this information to
1/18/2008	NT	EOY				T:01507 her. inquired if we have reps there on saturday.
1/18/2008	NT	EOY				T:01507 advsd yes 9:00-1:00 cst. debw/2367582
1/29/2008	DM					T:00000 AUTOMATED INTEREST ACCRUAL HOLD ACTIVE
1/31/2008	DM					T:00000 AUTOMATED INTEREST ACCRUAL HOLD INACTIVE
1/31/2008	FSV		0	00	1	T:00000 INSP TP D RESULTS RCVD; ORD DT=01/14/08
1/31/2008	NT					T:25043 PBP VRU13 CONF # 2008013145122445 AMT \$2220.62
2/1/2008	DM					T:00000 EARLY IND: SCORE 006 MODEL EI16T
2/4/2008	DM					T:00000 EARLY IND: SCORE 350 MODEL EI30S
2/5/2008	D19		0	05	8	BREACH GWENDELL L PHIL
2/7/2008	DMD					T:22222 00/00/00 00:00:00
2/7/2008	DMD					T:22222 00/00/00 00:00:00
2/7/2008	DMD					T:22222 02/06/08 20:44:22 INCOMPLETE
2/7/2008	DMD					T:22222 00/00/00 00:00:00
2/7/2008	DMD					T:22222 00/00/00 00:00:00
2/7/2008	DMD					T:22222 02/07/08 18:08:33 ANS MACH
2/11/2008	DMD					T:22222 00/00/00 00:00:00

10/2/2008	DMD	12 12020 mg	Doc 7760-3	Filed 11/14/14	T:22222	00/00/00 00:00:00
10/2/2008	DMD			Prior Declaration	Entered 11/14/14 15:16:52	Exhibit 2
10/2/2008	DMD				10/02/08 09:23:33	LEFT MESSAGE
10/2/2008	DMD				T:22222	00/00/00 00:00:00
10/3/2008	CIT	COL02			T:19563	004 & breach expiration & the possibilty tht the
10/3/2008	CIT	COL02			T:19563	acctnt might go into foreclosure if no
10/3/2008	CIT	COL02			T:19563	arrngmnts will be made on the acctnt.adv
10/3/2008	CIT	COL02			T:19563	customer correspondence's contact info &
10/3/2008	CIT	COL02			T:19563	adress fr him to file a
10/3/2008	CIT	COL02			T:19563	complaint.thomasl//8970933
10/3/2008	CIT	COL02			T:19563	004 contact infos,adv we are not allowed to
10/3/2008	CIT	COL02			T:19563	disclose those info.tried to help out the
10/3/2008	CIT	COL02			T:19563	borrower in setting up pmnt arrngmnt to help
10/3/2008	CIT	COL02			T:19563	him be caught up wth his delinquent acctnt.adv
10/3/2008	CIT	COL02			T:19563	tht any pmnt arrngmnts wether short term or
10/3/2008	CIT	COL02			T:19563	long term will be based on his finncials as a
10/3/2008	CIT	COL02			T:19563	proof of his capacity to make the future pmnts
10/3/2008	CIT	COL02			T:19563	; again borrower refuses to comply.adv the tad
10/3/2008	CIT	COL02			T:19563	004 have called us to verfy if the pmnt did go
10/3/2008	CIT	COL02			T:19563	through but borrower failed to do so.he want
10/3/2008	CIT	COL02			T:19563	to make a replacemnt pmnt & to have tht pmnt
10/3/2008	CIT	COL02			T:19563	to be credited as 0930,we need to investigate
10/3/2008	CIT	COL02			T:19563	& if ever it would be proven tht our system
10/3/2008	CIT	COL02			T:19563	failed neccessary correction will be
10/3/2008	CIT	COL02			T:19563	made.borrower began askin names of the
10/3/2008	CIT	COL02			T:19563	mngrs,director & even the CEO's names &
10/3/2008	CIT	COL02			T:19563	004 & procedures & want results right away.adv we
10/3/2008	CIT	COL02			T:19563	need to follow certain procedures to research
10/3/2008	CIT	COL02			T:19563	or investigate what happend on tht automated
10/3/2008	CIT	COL02			T:19563	transction which he confirmed tht he did not
10/3/2008	CIT	COL02			T:19563	obtain a confirmation number of the
10/3/2008	CIT	COL02			T:19563	transction.adv a confirmation number is given
10/3/2008	CIT	COL02			T:19563	by the automated system as a proof tht the
10/3/2008	CIT	COL02			T:19563	transaction ha been made.adv tht he should
10/3/2008	CIT	COL02			T:19563	004 DONE 10/03/08 BY TLR 19563
10/3/2008	CIT	COL02			T:19563	TSK TYP 963-DALLAS TEAM LEA
10/3/2008	CIT	COL02			T:19563	004 closing cit 963.tt b1.ci to dispute the pymnt
10/3/2008	CIT	COL02			T:19563	tht he did on the automated system dated
10/3/2008	CIT	COL02			T:19563	0930.adv we have no records of it.want a phone
10/3/2008	CIT	COL02			T:19563	data,inputs,transactions & all other data
10/3/2008	CIT	COL02			T:19563	concerning the account wthin 2 years with

10/3/2008	CIT	COL02				T:19563	homecomings. adv he need to write a letter of
10/3/2008	CIT	COL02				T:19563	request or complaint to our customer
10/3/2008	CIT	COL02				T:19563	service.borrowre want to bypassed any policies
10/3/2008	DM					T:22924	TT B1.ASKS FOR SUP AS SAID HAVE MADE PMT ON 093008
10/3/2008	DM					T:22924	AND WASNT RECOGNIZED BY THE SY. WANTS TO MAKE PMTS
10/3/2008	DM					T:22924	TODAY ONLY IF PMT WILL BE CREDITED AS MADE ON
10/3/2008	DM					T:22924	093008. ADV CANT DO TAHT AS IT WILL BE CREDITED AS
10/3/2008	DM					T:22924	PMT MADE ON 100308. WANTS SUP AS SAID NOT SHOULD
10/3/2008	DM					T:22924	BE HIS FAULT AS ITS SYS ERROR ON OUR PART
10/3/2008	DM					T:22924	ACTION/RESULT CD CHANGED FROM BRTR TO BRUN
10/3/2008	CIT	COL02				T:22924	004 new cit 963--asks for sup as said have made
10/3/2008	CIT	COL02				T:22924	pmt on 093008 and wasnt recognized by the sy.
10/3/2008	CIT	COL02				T:22924	wants to make pmts today only if pmt will be
10/3/2008	CIT	COL02				T:22924	credited as made on 093008. adv cant do taht
10/3/2008	CIT	COL02				T:22924	as it will be credited as pmt made on 100308.
10/3/2008	CIT	COL02				T:22924	wants sup as said not should be his fault as
10/3/2008	CIT	COL02				T:22924	this is due to our syst error.
10/3/2008	CIT	COL02				T:22924	--ann, 8970922
10/3/2008	CIT	COL02				T:22924	004 new cit 963--asks for sup as said have made
10/3/2008	CIT	COL02				T:22924	pmt on 093008 and wasnt recognized by the sy.
10/3/2008	CIT	COL02				T:22924	wants to make pmts today only if pmt will be
10/3/2008	CIT	COL02				T:22924	credited as made on 093008. adv cant do taht
10/3/2008	CIT	COL02				T:22924	as it will be credited as pmt made on 100308.
10/3/2008	CIT	COL02				T:22924	wants sup as said not should be his fault as
10/3/2008	CIT	COL02				T:22924	this is due to our syst error.
10/3/2008	CIT	COL02				T:22924	--ann, 8970922
10/3/2008	DM					T:31097	CONT..PYMNT HAS BEEN MADE.CALL TRFR TO LT STAGE
10/3/2008	DM					T:31097	B/C TAD GOES INTO 3RD MO. CUS ALSO HAVING PYMNT
10/3/2008	DM					T:31097	DISPUTES.
10/3/2008	DM					T:31097	ACTION/RESULT CD CHANGED FROM OAAI TO BRTR
10/3/2008	DM					T:31097	CONT..HAVE A COMPLETE RECOGNITION FROM OUR COMPANY
10/3/2008	DM					T:31097	THAT IT IS OUR FAULT.HAS BEEN BEHIND MORE STARTING
10/3/2008	DM					T:31097	FROM THAT MONTH.B1 HAVING PYMNT DISPUTES BECAUSE
10/3/2008	DM					T:31097	B1 SAID HE MADE A PYMNT LAST 09/30/08 2266.46 +
10/3/2008	DM					T:31097	7.50 TRANS FEE BT PYMNT DID NOT GET THROUGH. B1
10/3/2008	DM					T:31097	SAID AN EMAIL FROM CUS SERV HAS REFLECTED THAT
10/3/2008	DM					T:31097	ACTION/RESULT CD CHANGED FROM OAAI TO OAAI
10/3/2008	DM					T:31097	B1 IS STILL WORKING NOW.NO ONE ELSE HELPING TO PAY
10/3/2008	DM					T:31097	FOR THE MORTGAGE.NO OTHER FINANCIAL RESERVES TO
10/3/2008	DM					T:31097	GET MONEY FROM.HAS EXHAUSTED ALL INCOME.NO

10/3/2008	DM	12 12020 mg	Doc 7760-3	Filed 11/14/14	T:31097	BENEFITS RECVD.B1 DOESNT.WNT TO BORROW.B1 SAID IN
10/3/2008	DM			Entered 11/14/14 15:16:52	T:31097	12/07 MISTAKES WERE MADE BY THE SYS (ONLINE PYMNT)
10/3/2008	DM			Prior Declaration Pg 38 of 86	T:31097	AND THE COMPANY REFUSED TO RECOGNIZE IT .WANTS TO
10/3/2008	DM				T:31097	ACTION/RESULT CD CHANGED FROM BRTR TO OAAI
10/3/2008	DM				T:31097	B1 CI VFD ACCT INFO.VFD TAD IAO 8545.25.RFD:HAD
10/3/2008	DM				T:31097	MEDICAL PROBLEMS AND HAD A LOSS IN INCOME LAST
10/3/2008	DM				T:31097	MARCH 07.DID NOT EXPECT THE LOSS IN REVENUE.GOT
10/3/2008	DM				T:31097	BACK ON TRACK BUT CANT GET CAUGHT UP WITH THE
10/3/2008	DM				T:31097	DIFFERENCE OF THE DUE.HAD SOME PROBLEMS ON THE
10/3/2008	DM				T:31097	HOUSE,DAMAGES 04/07 AND HAD TO HAVE THAT FIXED.
10/3/2008	DM				T:31097	DFLT REASON 2 CHANGED TO: BLANK
10/3/2008	DM				T:31097	DFLT REASON 3 CHANGED TO: BLANK
10/3/2008	DM				T:31097	DFLT REASON 4 CHANGED TO: BLANK
10/3/2008	DM				T:31097	ACTION/RESULT CD CHANGED FROM OASK TO BRTR
10/3/2008	NT	INQ			T:17649	email- adv b1 of active username and instructions
10/3/2008	NT	INQ			T:17649	how to retrieve pw, adv also no pmt was made on
10/3/2008	NT	INQ			T:17649	09/30/08, adv acct is now due for aug, sept and
10/3/2008	NT	INQ			T:17649	oct 2008 pmts, late charges and other fees, adv to
10/3/2008	NT	INQ			T:17649	call col dept for pmt arrangments girlier\73838
10/3/2008	D19		0	05	8	LM - LOSS MIT FCL REFERRAL - FNMA/FHLMC
10/6/2008	DMD				T:22222	00/00/00 00:00:00
10/6/2008	DMD				T:22222	10/04/08 13:08:33 LEFT MESSAGE
10/6/2008	DMD				T:22222	00/00/00 00:00:00
10/6/2008	DMD				T:22222	00/00/00 00:00:00
10/6/2008	DMD				T:22222	00/00/00 00:00:00
10/6/2008	DMD				T:22222	10/06/08 12:16:36 MSG ANS MACH
10/6/2008	FSV		0	0	0	INSP TYPE R ORDERED; REQ CD =1150
10/7/2008	DMD				T:22222	00/00/00 00:00:00
10/7/2008	DMD				T:22222	00/00/00 00:00:00
10/7/2008	DMD				T:22222	00/00/00 00:00:00
10/7/2008	DMD				T:22222	10/07/08 12:07:49 Left Message
10/7/2008	DMD				T:22222	00/00/00 00:00:00
10/7/2008	DMD				T:22222	00/00/00 00:00:00
10/7/2008	DMD				T:22222	00/00/00 00:00:00
10/7/2008	DMD				T:22222	10/07/08 08:48:30 No Answer
10/7/2008	DMD				T:22222	00/00/00 00:00:00
10/7/2008	NT	CSH			T:19106	email-b1 still dispute that she made a pmt thru
10/7/2008	NT	CSH			T:19106	pbp on 9/30/08 iao \$2,266.46. advs pmt rcvs made
10/7/2008	NT	CSH			T:19106	online. advs if pmt was cleared need to contact
10/7/2008	NT	CSH			T:19106	the bank and send the bank statement to us showing

[illegible]

10/13/2008	DMD	12 12020 mg	Doc 7760-3	Filed 11/14/14	Entered 11/14/14 15:16:52	Exhibit 2
10/15/2008	DMD			Prior Declaration	T:22222	00/00/00 00:00:00
10/15/2008	DMD				T:22222	00/00/00 00:00:00
10/15/2008	DMD				T:22222	10/15/08 20:27:25 NO ANS
10/15/2008	NT	LMT			T:25102	Letter campaign - workout package sent regular
10/15/2008	NT	LMT			T:25102	mail
10/16/2008	FSV		0	00	1	T:00000 INSP TP D RESULTS RCVD; ORD DT=10/09/08
10/20/2008	LMT					LMT BPO/APPRAISAL REC ADDED
10/21/2008	D28		0	DT	8	FORCED BILLING STATEMENT FROM REPORT R628
10/22/2008	FOR					FORECLOSURE APPROVAL (1) COMPLETED 10/22/08
10/22/2008	NT	FCL				T:25101 Foreclosure Referral Review Completed
10/22/2008	NT	FCL				T:25101 and Management Approved
10/22/2008	FOR					APPROVED FOR FCL 10/22/08
10/23/2008	FOR					REFERRED TO ATTORNEY (2) COMPLETED 10/23/08
10/29/2008	DMD					T:22222 00/00/00 00:00:00
10/29/2008	DMD					T:22222 00/00/00 00:00:00
10/29/2008	DMD					T:22222 00/00/00 00:00:00
10/29/2008	DMD					T:22222 10/16/08 13:03:19 No Answer
10/29/2008	DMD					T:22222 00/00/00 00:00:00
10/29/2008	DMD					T:22222 00/00/00 00:00:00
10/29/2008	DMD					T:22222 00/00/00 00:00:00
10/29/2008	DMD					T:22222 10/16/08 09:29:21 No Answer
10/29/2008	DMD					T:22222 00/00/00 00:00:00
10/29/2008	DMD					T:22222 10/18/08 15:26:31 No Answer
10/29/2008	DMD					T:22222 00/00/00 00:00:00
10/29/2008	DMD					T:22222 00/00/00 00:00:00
10/29/2008	DMD					T:22222 00/00/00 00:00:00
10/29/2008	DMD					T:22222 10/18/08 11:55:41 No Answer
10/29/2008	DMD					T:22222 00/00/00 00:00:00
10/29/2008	DM					T:21384 ADV STAT OF ACCOUNT, B1 STTD THAT THEY WILL CALL
10/29/2008	DM					T:21384 BACK AT A LATER TIME
10/29/2008	DM					T:21384 ACTION/RESULT CD CHANGED FROM BRUN TO LMDC
10/30/2008	FOR					10/23/08 - 10:19 - 00007
10/30/2008	FOR					Foreclosure (NIE Id# 9051538) sent
10/30/2008	FOR					to Sirote & Permutt, PC at
10/30/2008	FOR					10/23/2008 10:18:40 AM by Automated
10/30/2008	FOR					Tasks
10/30/2008	FOR					10/23/08 - 10:27 - 00007
10/30/2008	FOR					User has updated the system for the
10/30/2008	FOR					following event: File Referred To

12/12/2008	CBR	12 12020 mg	0	00	1	T:00000	CHANGE IN PRIMARY BORROWERS ADDR
12/12/2008	DM		Doc 7760-3	Filed 11/14/14	Entered 11/14/14 15:16:52	Exhibit 2	B4 AND WIFE ANNETTE C/O TO GET STATUS UPDATE IF
12/12/2008	DM			Priore Declaration	Pg 41 of 86	T:20302	ANYTHING IS MISSING ADV. CONTRACT OFFER .. ADV.
12/12/2008	DM					T:20302	THAT SALE WAS PP DUE TO COMPANY POLICY AFTER
12/12/2008	DM					T:20302	010909 ADV. IF INCOME STATUS CHANGE CAN SUBMIT FOR
12/12/2008	DM					T:20302	ARRANGEMENTS TO KEEP HOME.. ADV. WILL NEED TO
12/12/2008	DM					T:20302	OBTAIN CONTRACT TO BE CONSIDERED FOR SPO. DBAKER63
12/12/2008	DM					T:20302	ACTION/RESULT CD CHANGED FROM LMDC TO LMDC
12/12/2008	OL		0	75	5		WDOYLM - NEW FINANCIAL W/SHORT SALE REQ
12/12/2008	DM					T:15638	TT ATP VI DISCUSSED LOAN STATUS DISCUSSED SPO AND
12/12/2008	DM					T:15638	POSS WO OPTIONS ADV PREVIOUS FINS SHOW LARGE
12/12/2008	DM					T:15638	DEFICIT IF B1 DOESNT FIND JOB SPO IS PROBABLY BEST
12/12/2008	DM					T:15638	OPTION KLOFTON2461
12/12/2008	DM					T:15638	ACTION/RESULT CD CHANGED FROM LMDC TO LMDC
12/15/2008	FOR						12/10/08 - 12:30 - 56289
12/15/2008	FOR						Intercom From: Castillo, Jaime -
12/15/2008	FOR						To: Myles, Jameisha; / Subject:
12/15/2008	FOR						Issue Request/
12/15/2008	FOR						12/15/08 - 10:33 - 69332
12/15/2008	FOR						System updated for the following
12/15/2008	FOR						event: User has reprojected the
12/15/2008	FOR						step Title Claim Letter Uploaded to
12/15/2008	FOR						NewImage to 1/5/2009. Reason: Other.
12/15/2008	FOR						12/15/08 - 10:33 - 69332
12/15/2008	FOR						this process. Thank you. .
12/15/2008	FOR						Status: Active, approval not
12/15/2008	FOR						required.
12/15/2008	FOR						12/15/08 - 10:33 - 69332
12/15/2008	FOR						lease be advised that we have
12/15/2008	FOR						verified that the prior judgment
12/15/2008	FOR						has been satisfied. Therefore, a
12/15/2008	FOR						claim is not necessary. Please close
12/15/2008	FOR						12/15/08 - 10:33 - 69332
12/15/2008	FOR						System updated for the following
12/15/2008	FOR						event: User has reprojected the
12/15/2008	FOR						step Sent Title Claim letter to
12/15/2008	FOR						1/5/2009. Reason: Other. Comments: P
12/15/2008	FOR						12/15/08 - 10:33 - 69332
12/15/2008	FOR						Please close this process. Thank
12/15/2008	FOR						you. . Status: Active, approval

1/7/2009	DM	12 12020 mg	Doc 7760-3	Filed 11/14/14	Entered 11/14/14 15:16:52	ACTION/RESULT CD CHANGED FROM LMDC TO NOTE
1/7/2009	OL	10	0	68	5	WDOYLM - 10 DAY DOC
1/7/2009	NT	PARPK				List items received from customer and Imaged?
1/7/2009	NT	PARPK				letter from bwr regarding short sale, financial
1/7/2009	NT	PARPK				sheet RFD: NA; Outstanding items for a complete
1/7/2009	NT	PARPK				package that a 10 day letter will be sent to the
1/7/2009	NT	PARPK				customer? purchase agreement, hud1 ; Income if
1/7/2009	NT	PARPK				available? in loss fin; Expenses if available? in
1/7/2009	NT	PARPK				loss fin; Total Amount of Surplus or Shortage if
1/7/2009	NT	PARPK				available? in loss fin; Loss Mit Rep/Site File was
1/7/2009	NT	PARPK				Assigned to? dallas 1st lien LM.
1/7/2009	FOR					LMT BORR FIN REC ADDED
1/8/2009	FSV		0	0	0	INSP TYPE S ORDERED; REQ CD =1150
1/8/2009	DM					O/B CALL TO A3P, STEVE PAYNE, LEFT VM, ADV NEW
1/8/2009	DM					NEGOTIATOR, WILL REVIEW FILE ASAP. ADV MY DIRECT
1/8/2009	DM					FAX #.
1/8/2009	DM					ACTION/RESULT CD CHANGED FROM LMDC TO BRLM
1/8/2009	NT	PPCAL				outbound call made to advise borrower that we
1/8/2009	NT	PPCAL				received fax but are missing some information. We
1/8/2009	NT	PPCAL				will contact them in 5 business days to obtain
1/8/2009	NT	PPCAL				missing info. Please refer to PAPRK note to see
1/8/2009	NT	PPCAL				what documents we need. Fax missing docs to
1/8/2009	NT	PPCAL				8667094744
1/9/2009	DM					OB CALL TO A3P STEVE, REALTOR, ADV RCVD FAX TO
1/9/2009	DM					CALL HIM, HE ADV OFFER IAO\$162K, BPO WAS JUST
1/9/2009	DM					ORDERED NOT ON FILE YET, 2ND LIEN W/ CREDIT UNION,
1/9/2009	DM					ADV NEED 2ND LIEN APPROVAL AS WELL. ADV SALE DATE.
1/9/2009	DM					ACTION/RESULT CD CHANGED FROM BRLM TO LMDC
1/12/2009	FOR					01/12/09 - 08:03 - 44117
1/12/2009	FOR					to be completed 10 days prior to
1/12/2009	FOR					sale . Status: Active, approval
1/12/2009	FOR					not required.
1/12/2009	FOR					01/12/09 - 08:03 - 44117
1/12/2009	FOR					System updated for the following
1/12/2009	FOR					event: User has reprojected the
1/12/2009	FOR					step Bid Calculation Completed to
1/12/2009	FOR					1/26/2009. Reason: Other. Comments:
1/12/2009	FOR					01/10/09 - 09:00 - 00007
1/12/2009	FOR					Status: Active, approval not
1/12/2009	FOR					required.

1/12/2009	FOR	12 12020 mg	Doc 7760 3	Filed 11/14/14	Entered 11/14/14 15:16:52	Exhibit 2
1/12/2009 ₁	FOR			Priore Declaration	Pg 43 of 86	nts: Hold Ended Due date pushed
1/12/2009	FOR					forward from weekend or holiday to
1/12/2009	FOR					next available business day. Date
1/12/2009	FOR					moved from 1/10/2009 to 1/12/2009..
1/12/2009	FOR					01/10/09 - 09:00 - 00007
1/12/2009	FOR					System updated for the following
1/12/2009	FOR					event: User has reprojected the
1/12/2009	FOR					step Bid Calculation Completed to
1/12/2009	FOR					1/10/2009. Reason: Hold Ended. Comme
1/12/2009	FOR					01/10/09 - 09:00 - 39168
1/12/2009	FOR					the following event: User has ended
1/12/2009	FOR					the hold. Hold End Date:
1/12/2009	FOR					01/10/2009. Hold type: Client Hold
1/12/2009	FOR					Request
1/12/2009	FOR					01/10/09 - 09:00 - 39168
1/12/2009	FOR					Intercom From: Kenneth Ugwuadu,
1/12/2009	FOR					GMAC - To: Fidelity AutoProc
1/12/2009	FOR					(Fidelity) / Subject: Hold
1/12/2009	FOR					Request/Message: System updated for
1/12/2009	FSV		0	0	0	T:21396 INSP TP S RESULTS RCVD; ORD DT=01/08/09
1/12/2009	NT	LMT				T:25102 workout package sent to borrower(s)
1/13/2009	FOR					01/13/09 - 10:17 - 48695
1/13/2009	FOR					ays, thanks
1/13/2009	FOR					01/13/09 - 10:17 - 48695
1/13/2009	FOR					User has completed the
1/13/2009	FOR					Postpone_Dtl data form with the
1/13/2009	FOR					following entries: : please pp
1/13/2009	FOR					sale for 30 days, spo thanks : 30 d
1/13/2009	FOR					01/13/09 - 10:17 - 48695
1/13/2009	FOR					User has updated the system for the
1/13/2009	FOR					following event: Notify Attorney of
1/13/2009	FOR					Postponement Request, completed on
1/13/2009	FOR					1/13/2009
1/13/2009	FOR					01/13/09 - 17:52 - 44120
1/13/2009	FOR					User has updated the system for the
1/13/2009	FOR					following event: Confirmed Sale Has
1/13/2009	FOR					Been Postponed, completed on
1/13/2009	FOR					1/13/2009
1/13/2009	FOR					01/13/09 - 10:15 - 48695

1/13/2009	FOR	12 12020 mg	Doc 7760-3	Filed 11/14/14	Entered 11/14/14 15:16:52	Process opened 1/13/2009 by user, Christine Simpson.	
1/13/2009 ₁₂	FOR			Priore Declaration	Pg 44 of 86	Exhibit 2	
1/13/2009	NT	LMT				T:21579 pp sale for 30 days.	
1/13/2009	NT	LMT				T:21579 IBPO was ordered 01/07, rushed. not rcvd yet.	
1/16/2009	CBR		0	00	1	T:00000 FORECLOSURE STARTED	
1/16/2009	CBR		0	00	1	T:00000 DELINQUENT: 150 DAYS	
1/20/2009	NT	LMT				T:21579 spo update: still waiting for IBPO.	
1/20/2009	D28		0	DT	8		FORCED BILLING STATEMENT FROM REPORT R628
1/22/2009	DM					T:21579 OB CALL TO A3P, TT STEVE, ADV FCL SALE, ADV	
1/22/2009	DM					T:21579 COUNTERING @ 200K. HE ADV WILL CONTACT ME BACK.	
1/22/2009	DM					T:21579 ACTION/RESULT CD CHANGED FROM LMDC TO LMDC	
1/22/2009	LMT						LMT BPO/APPRAISAL REC ADDED
2/2/2009	DM					T:30505 IMAGED AS WOUT, ICT-GLEE1@2863	
2/2/2009	DM					T:30505 ACTION/RESULT CD CHANGED FROM LMDC TO NOTE	
2/2/2009	NT	CMPPK				T:30505 List items received from customer and Imaged? cash	
2/2/2009	NT	CMPPK				T:30505 sales contract, hud, mcaor real estate contract	
2/2/2009	NT	CMPPK				T:30505 RFD: NA; Income? in loss fin; Expenses? in loss	
2/2/2009	NT	CMPPK				T:30505 fin; Total Amount of Surplus or Shortage? in loss	
2/2/2009	NT	CMPPK				T:30505 fin; Loss Mit Rep/Site File was Assigned to?	
2/2/2009	NT	CMPPK				T:30505 Dallas-Loss Mitigations 1st Lien LM; If account in	
2/2/2009	NT	CMPPK				T:30505 Foreclosure, requested Foreclosure fees and costs	
2/2/2009	NT	CMPPK				T:30505 good thru date? 02/04/09.	
2/2/2009	LMT						LMT SOLUTN PURSUED (6) COMPLETED 02/02/09
2/2/2009	LMT						COMPLETE FIN PKG REC (3) COMPLETED 02/02/09
2/2/2009	LMT						ASSESS FINANCL PKG (2) COMPLETED 02/02/09
2/2/2009	LMT						REFERRD TO LOSS MIT (1) COMPLETED 02/02/09
2/2/2009	LMT						APPROVED FOR LMT 02/02/09
2/2/2009	NT	LMT				T:21579 rcvd counter iao\$115k, offer to low, sent corr via	
2/2/2009	NT	LMT				T:21579 fax to agent, adv offer too low, need higher	
2/2/2009	NT	LMT				T:21579 offer.	
2/2/2009	NT	LMT				T:21579 *note fcl sale will remain at this time, unless	
2/2/2009	NT	LMT				T:21579 higer offer is rcvd. this property is located in	
2/2/2009	NT	LMT				T:21579 a redemption state and spo can still be pursued*	
2/3/2009	DM					T:00000 EARLY IND: SCORE 143 MODEL EI90S	
2/3/2009	FOR						02/03/09 - 13:28 - 47610
2/3/2009	FOR						Fees and costs response: Good
2/3/2009	FOR						Through:2/3/2009 Fees: 950.00
2/3/2009	FOR						Costs: 1351.72 Comment:
2/3/2009	FOR						02/03/09 - 13:28 - 47610
2/3/2009	FOR						rocesses.

2/3/2009	FOR	12 12020 mg	Doc 7760 3	Filed 11/14/14	Entered 11/14/14 15:16:52	02/03/09 - 13:28 - 47610
2/3/2009 13	FOR			Prior Declaration	Pg 45 of 86	Intercom From: amber giovanniello,
2/3/2009	FOR					GMAC - To: Evangeline Concon (GMAC)
2/3/2009	FOR					/ Message: Fees and costs have been
2/3/2009	FOR					submitted for all of the requested p
2/3/2009	FOR					02/03/09 - 13:28 - 47610
2/3/2009	FOR					A fees and costs request has been
2/3/2009	FOR					completed for this loan by amber
2/3/2009	FOR					giovanniello
2/3/2009	FOR					02/02/09 - 18:23 - 65621
2/3/2009	FOR					A fees and costs request has been
2/3/2009	FOR					entered for this loan by Evangeline
2/3/2009	FOR					Concon, good through 2/3/2009
2/3/2009	DM				T:21579	OB CALL TO A3P, TT STEVE, ADV SALE STILL VALID,
2/3/2009	DM				T:21579	OFFER TOO LOW BASED ON VALUE, ADV TO SEND ME A
2/3/2009	DM				T:21579	HIGHER OFFER OR FULL PAYOFF, WE CAN REVIEW FOR A
2/3/2009	DM				T:21579	PP OF SALE, OTHERWISE, EDU ON REDEMPTION AND AL
2/3/2009	DM				T:21579	REQUIREMENTS, HE UNDERSTOOD.
2/3/2009	DM				T:21579	ACTION/RESULT CD CHANGED FROM NOTE TO LMDC
2/3/2009	NT	CPCAL			T:25101	outbound call made to advise borrower that
2/3/2009	NT	CPCAL			T:25101	complete workout package received and that we will
2/3/2009	NT	CPCAL			T:25101	contact them.
2/4/2009	BKR					UPDATE BY INTERFACE
2/4/2009	DM				T:21579	OB CALL TO A3P, TT STEVE, ADV I AM UNABLE TO
2/4/2009	DM				T:21579	PROCEED WITH SPO, AS BORROWER FILE CHAPTER 7
2/4/2009	DM				T:21579	YESTERDAY, HE UNDERSTOOD, ADV TO CALL IN AND SPEAK
2/4/2009	DM				T:21579	WITH THE BK DEPARTMENT TO ASSIST AT THIS POINT,
2/4/2009	DM				T:21579	BORROWER IS ACTIVE.
2/4/2009	DM				T:21579	ACTION/RESULT CD CHANGED FROM LMDC TO LMDC
2/4/2009	DM				T:30741	RECEIVED CASH SALES CONTRACT, HUD, MCAOR REAL
2/4/2009	DM				T:30741	ESTATE CONTRACT,FORWARD TO REP.C.SIMPSON..HW
2/4/2009	DM				T:30741	ACTION/RESULT CD CHANGED FROM LMDC TO LMDC
2/4/2009	LMT					FILE CLOSED (7) COMPLETED 02/04/09
2/4/2009	NT	LMT			T:21579	rcvd response from attny's they advised that their
2/4/2009	NT	LMT			T:21579	foreclosure is closed because borrower filed
2/4/2009	NT	LMT			T:21579	chapter 7 Bk. adv okay, removing LM alert, as I am
2/4/2009	NT	LMT			T:21579	unable to move forward due to active BK.
2/4/2009	NT	LMT			T:21579	sent email to fcl attny's, file has already been
2/4/2009	NT	LMT			T:21579	pp 2 times, need to know if pp of sale is okay.
2/4/2009	NT	LMT			T:21579	waiting for response.

5/22/2009	FOR	12 12020 mg	Doc 7760 3	Filed 11/14/14	Entered 11/14/14 15:16:52	Exhibit 2
5/22/2009 ₁₄	FOR			Priore Declaration	Pg 46 of 86	s; Foreclose in The Bank of New York Mellon Trust Company, National
5/22/2009	FOR					Association fka The Bank of New
5/22/2009	FOR					York Trust Company, N.A. as successo
5/22/2009	FOR					05/22/09 - 15:33 - 60575
5/22/2009	FOR					System updated for the following
5/22/2009	FOR					event: User has ended the Issue
5/22/2009	FOR					associated with this loan. Issue
5/22/2009	FOR					Type: Action in the Name of. Comment
5/22/2009	FOR					05/22/09 - 09:24 - 00007
5/22/2009	FOR					Process opened 5/22/2009 by user
5/22/2009	FOR					Fidelity AutoProc.
5/22/2009	FOR					05/22/09 - 11:34 - 00007
5/22/2009	FOR					User has updated the system for the
5/22/2009	FOR					following event: File Referred To
5/22/2009	FOR					Attorney, completed on 5/22/2009
5/22/2009	NT	FSV			T:15689	Loan on DNR report. Per loan audit inspections
5/22/2009	NT	FSV			T:15689	need to be done with no contact. Coded as
5/22/2009	NT	FSV			T:15689	inspection type A - No Contact.
5/22/2009	NT	BKR			T:31572	Bk case 09-80380 chp 7 Date filed: 02/03/2009
5/22/2009	NT	BKR			T:31572	Debtor discharged: 05/21/2009
5/22/2009	NT	BKR			T:31572	Joint debtor discharged: 05/21/2009 Not
5/22/2009	NT	BKR			T:31572	Re-affirmed. Updated the CBR status.
5/22/2009	BKR					FILE CLOSED (30) COMPLETED 05/22/09
5/22/2009	BKR					DISCHARGED (5) COMPLETED 05/21/09
5/22/2009	BKR					FILE CLOSED (30) DE-ARCHIVED
5/22/2009	BKR					FINAL INVOICE PAID? (34) DE-ARCHIVED
5/22/2009	BKR					RQST ABANDONMENT? (7) DE-ARCHIVED
5/22/2009	BKR					DISCHARGED (5) DE-ARCHIVED
5/22/2009	BKR					TNAR FILED ? (3) DE-ARCHIVED
5/22/2009	BKR					FINAL INVOICE PAID? (2486) DE-ARCHIVED
5/22/2009	BKR					OBTAIN HEARING RSLTS (2431) DE-ARCHIVED
5/22/2009	BKR					RELIEF GRANTED (2468) DE-ARCHIVED
5/22/2009	BKR					HEARING ON MOTION (2466) DE-ARCHIVED
5/22/2009	BKR					OBJECTIONS DEADLINE (102) DE-ARCHIVED
5/22/2009	BKR					MFR FILED (2465) DE-ARCHIVED
5/22/2009	BKR					REFERRED TO ATTY (2400) DE-ARCHIVED
5/22/2009	BKR					DELQ POST PET PYMT (35) DE-ARCHIVED
5/22/2009	BKR					POC BAR DATE (32) DE-ARCHIVED
5/22/2009	BKR					MEETING OF CREDITORS (101) DE-ARCHIVED

5/22/2009	BKR	12 12020 mg	Doc 7760 3	Filed 11/14/14	Entered 11/14/14 15:16:52	DELO POST PETN PMT (2632) DE-ARCHIVED
5/22/2009 ₁₅	BKR			Prior Declaration	Pg 47 of 86	SETUP POST PET REPMT (33) DE-ARCHIVED
5/22/2009	BKR					REVIEW FOR ASSET CS (31) DE-ARCHIVED
5/22/2009	BKR					BAR DISCHARGE DATE (4) DE-ARCHIVED
5/22/2009	BKR					FILING NOTIFICATION (2) DE-ARCHIVED
5/22/2009	BKR					BANKRUPTCY FILED (1) DE-ARCHIVED
5/26/2009	FOR					REFERRED TO ATTORNEY (2) COMPLETED 05/22/09
5/26/2009	NT	FSV			T:15689	Loan on DNR report. Per loan audit inspections
5/26/2009	NT	FSV			T:15689	need to be done with no contact. Coded as
5/26/2009	NT	FSV			T:15689	inspection type A - No Contact.
5/27/2009	NT	FSV			T:07047	Loan on DNR report. Per loan audit inspections
5/27/2009	NT	FSV			T:07047	need to be done with no contact. Coded as
5/27/2009	NT	FSV			T:07047	inspection type A - No Contact.
5/28/2009	NT	FSV			T:07047	Loan on DNR report. Per loan audit inspections
5/28/2009	NT	FSV			T:07047	need to be done with no contact. Coded as
5/28/2009	NT	FSV			T:07047	inspection type A - No Contact.
5/29/2009	NT	FSV			T:07047	Loan on DNR report. Per loan audit inspections
5/29/2009	NT	FSV			T:07047	need to be done with no contact. Coded as
5/29/2009	NT	FSV			T:07047	inspection type A - No Contact.
6/1/2009	NT	FSV			T:26785	Loan on DNR report. Per loan audit inspections
6/1/2009	NT	FSV			T:26785	need to be done with no contact. Coded as
6/1/2009	NT	FSV			T:26785	inspection type A - No Contact.
6/2/2009	DM				T:00000	EARLY IND: SCORE 119 MODEL EI90S
6/2/2009	FOR					06/02/09 - 10:07 - 56077
6/2/2009	FOR					Process opened 6/2/2009 by user
6/2/2009	FOR					Lacy Horsley.
6/2/2009	FOR					06/02/09 - 10:10 - 56077
6/2/2009	FOR					execute and send to our office
6/2/2009	FOR					06/02/09 - 10:10 - 56077
6/2/2009	FOR					User has completed the Upload
6/2/2009	FOR					Document data form with the
6/2/2009	FOR					following entries: Select File: :
6/2/2009	FOR					SSA 06-02-09.doc Comment: : Please
6/2/2009	FOR					06/02/09 - 10:10 - 56077
6/2/2009	FOR					User has updated the system for the
6/2/2009	FOR					following event: Upload Document,
6/2/2009	FOR					completed on 6/2/2009
6/2/2009	NT	FSV			T:26785	Loan on DNR report. Per loan audit inspections
6/2/2009	NT	FSV			T:26785	need to be done with no contact. Coded as
6/2/2009	NT	FSV			T:26785	inspection type A - No Contact.

8/26/2009	FOR	12 12020 mg	Doc 7760 3	Filed 11/14/14	Entered 11/14/14 15:16:52	Dedman
8/26/2009 ₁₆	FOR			Priore Declaration	Pg 48 of 86	08/26/09 - 10:11 - 87928 Exhibit 2
8/26/2009	FOR					ect: Fees and Costs Complete /
8/26/2009	FOR					08/26/09 - 10:11 - 87928
8/26/2009	FOR					Intercom Message: / Read: 8/26/2009
8/26/2009	FOR					10:10:46 AM / From: Sargent, Kevin
8/26/2009	FOR					/ To: Dedman, Kimberly; / CC: /
8/26/2009	FOR					Intercom Type: General Update / Subj
8/26/2009	DM				T:20638	TT B1-VAI-UPSET BCZ HE WAS NOT APPRVD FOR
8/26/2009	DM				T:20638	OBAMA-STTS THAT HE IS QUALIFIED AND WANTS TO TT
8/26/2009	DM				T:20638	SOMEONE IN AUTHORITY THT CAN GIVE HIM ANS-ADV
8/26/2009	DM				T:20638	W/SUB FOR CONTACT-ADV OF 24-48HR TAT-ADV FCL/FCL
8/26/2009	DM				T:20638	SLDT/NJMETCALF8746867
8/26/2009	DM				T:20638	ACTION/RESULT CD CHANGED FROM LMDC TO LMDC
8/26/2009	NT	MODSH			T:24495	DISCHARGE CHP7 BK on file
8/26/2009	NT	MOD			T:26879	Fees and costs are \$1830.15 good thru 9/26/09.
8/26/2009	NT	MOD			T:26879	kdedman 2221
8/26/2009	NT	MOD			T:26879	Postponed foreclosure until 9/26/09. Ordered new
8/26/2009	NT	MOD			T:26879	fees and costs. kdedman 2221
8/26/2009	NT	MOD			T:26879	HMP mod denied. Will review for Non-Hmp. kdedman
8/26/2009	NT	MOD			T:26879	2221
8/27/2009	FOR					JUDGMENT DATE (602) COMPLETED 08/27/09
8/27/2009	NT	LMT			T:27080	MOD APPRVD: PM CNTRBTN OF \$1,601.21 DUE 10/1/2009;
8/27/2009	NT	LMT			T:27080	NEW UPB \$236,011.75, TTL CPPD \$28,820.23 (INT
8/27/2009	NT	LMT			T:27080	\$24,757.46 / ESC \$0.00), OLD PPTD 08/08, NEW
8/27/2009	NT	LMT			T:27080	10/09, OLD RATE 10.2500%, NEW RATE 5.8750%, ORGNL
8/27/2009	NT	LMT			T:27080	TERM 360, CRRNT TERM 269, MOD TERM 420, MAT DATE
8/27/2009	NT	LMT			T:27080	10/1/2044 , OLD PI \$1,971.42, NEW PI \$1,325.96,
8/27/2009	NT	LMT			T:27080	OLD PITI \$2,266.46, NEW PITI \$1,601.49 INC RATIO
8/27/2009	NT	LMT			T:27080	0.00% WITH SRPLS OF \$0.00; RFD: Curtailment of
8/27/2009	NT	LMT			T:27080	Income- SUBMITTED BY: Renee Carpenter APPROVED BY:
8/27/2009	NT	LMT			T:27080	Kimberly Dedman
8/27/2009	NT	STOP			T:26879	Permanent mod approved. \$1601.21 along with docs
8/27/2009	NT	STOP			T:26879	due back by 10/1/09. Apply funds to 4N and open
8/27/2009	NT	STOP			T:26879	cit 840. Forward signed docs to waterloo loss mit.
8/27/2009	NT	STOP			T:26879	***NOTE TO CLOSER***5.875% rate will remain fixed.
8/27/2009	NT	STOP			T:26879	New p&i pmt will be \$1601.49. New payments wil
8/27/2009	NT	STOP			T:26879	start 11/01/09. Record permanent modification
8/27/2009	NT	STOP			T:26879	document. Waive all late charges and inspection
8/27/2009	NT	STOP			T:26879	fees when PM executed. RFD: Curtailment of

8/31/2009	DM	12 12020 mg	Doc 7760-3	Filed 11/14/14	T:31405	ACTION/RESULT CD CHANGED FROM LMDC TO LMDC
8/31/2009 ₁₇	OL		0	68 Prior Declaration	Entered 11/14/14 15:16:52	WDOYCUS - RELEASE OF INFO COVER LTR & AU
8/31/2009	NT	INQ			T:31405	B1 cld re: Letter mailed to customer.
8/31/2009	NT	INQ			T:31405	Letter: 2:68
9/2/2009	DM				T:02804	TTB1,VI,XFER TO FCL./RECOVERY
9/2/2009	DM				T:02804	ACTION/RESULT CD CHANGED FROM OAAI TO BRTR
9/2/2009	DM				T:13030	CALL XFD
9/2/2009	DM				T:13030	ACTION/RESULT CD CHANGED FROM OAAI TO OAAI
9/2/2009	DM				T:13030	A WKOUT PKG,ADV RUN CIT FOR ASSIST,ADV TAT,BR
9/2/2009	DM				T:13030	DECLINED,ADV FOLLOW UP....SWUDU X6258
9/2/2009	DM				T:13030	ACTION/RESULT CD CHANGED FROM OAAI TO OAAI
9/2/2009	DM				T:13030	BR CLD,VAI,ADV PENDING ESCROW CHANGE,ADV LOSS MIT
9/2/2009	DM				T:13030	A/C,ADV BREADCH EXPIRED,ADV F/C STATUS,ADV SALE
9/2/2009	DM				T:13030	DATE,ADV DISCH CHP 7 BK A/C,ADV CRTFD FUNDS,ADV
9/2/2009	DM				T:13030	PRIOR BK A/C,ADV MOD PENDING,BR WANTED MOD UPDATE,
9/2/2009	DM				T:13030	ADV MOD WAS APPV'D AND GAVE TERMS,ADV FOLLOW UP ON
9/2/2009	DM				T:13030	A/C,ADV BR NO FAX BEEN RCVD BTWN 8/21 &29/09 FOR
9/2/2009	DM				T:13030	ACTION/RESULT CD CHANGED FROM LMDC TO OAAI
9/3/2009	FOR					JUDGMENT DATE (602) COMPLETED 09/03/09
9/3/2009	FOR					JUDGMENT DATE (602) UNCOMPLETED
9/4/2009	DM				T:15951	..CONTINUED.....ADV TO MAKE THE PMT AS PER
9/4/2009	DM				T:15951	PLAN,HE DENIED AND TOLD FIRST WE HAVE TO GIVE AN
9/4/2009	DM				T:15951	UPDATE ON THE DOCS WHICH HE SENT REQUESTING
9/4/2009	DM				T:15951	LOWERIN PMTS..E-MAILED SUP FOR FOLLOW UP AT HIS
9/4/2009	DM				T:15951	CELL # 2563099850...RARATNAM
9/4/2009	DM				T:15951	ACTION/RESULT CD CHANGED FROM LMDC TO LMDC
9/4/2009	DM				T:15951	B1 CALLED IN REGARDING THE LOAN MOD DOCS HE HAS
9/4/2009	DM				T:15951	FAXED IN TO LOWER THE PMTS,WANTED TO KNOW ON THE
9/4/2009	DM				T:15951	STATUS,ADV MOD WAS APPROVED AND TRIED TO
9/4/2009	DM				T:15951	EXPLAIN,HE WON'T BE RECIEVING ANY DOCS ABT
9/4/2009	DM				T:15951	THE LOAN MOD,HE WILL BE RECIEVING A LETTER
9/4/2009	DM				T:15951	ABT THE MOD AND FUTURE PMT,BUT HE NEVER AGREED
9/4/2009	DM				T:15951	ACTION/RESULT CD CHANGED FROM BRUN TO LMDC
9/4/2009	DM				T:11715	TT B1 VAI; O/O ACCT STATUS: B1 CI ON STATUS PF PKG
9/4/2009	DM				T:11715	HE WAS SUPPOSED TO RCV. ADV OF EMAI TO NEGOT. XF
9/4/2009	DM				T:11715	TO MOD
9/4/2009	DM				T:11715	ACTION/RESULT CD CHANGED FROM BRTR TO BRUN
9/4/2009	DM				T:22915	TT B1, VI MAILING PHONE/OCCP XREF TO LMDEPT!
9/4/2009	DM				T:22915	ACTION/RESULT CD CHANGED FROM BRTR TO BRTR
9/10/2009	DM				T:10365	A3P CI AND VERIFICATION COMPLETE.. WANTED TO KNOW

9/10/2009	DM	12 12020 mg	Doc 7760 3	Filed 11/14/14	Entered 11/14/14 15:16:52	Exhibit 2	WHEN THE DOCS WOULD BE RECEIVED..INFMND THAT ONCE
9/10/2009 ₁₈	DM			Priore Declaration			THE MOD HAS BEEN APPROVED THEN THEY COULD EXPECT
9/10/2009	DM						THE DOCS...A3P ACKND...CAROLYN
9/10/2009	DM						ACTION/RESULT CD CHANGED FROM BRTR TO LMDC
9/10/2009	DM						TT A3P PAMELA JACKSON, VAI, ADV OF DELQ TAD, F/C
9/10/2009	DM						SALE DATE,09/29 LN MOD PENDING, F/B PLAN PENDING
9/10/2009	DM						TRNS TO MOD DEPT
9/10/2009	DM						ACTION/RESULT CD CHANGED FROM LMDC TO BRTR
9/11/2009	CBR		0	00	1		CR BUR RPT STATUS=N;EXPIRE DT = 10/29/09
9/14/2009	DM						TT B1 VIA ADV LIEN IN FCL,AND DATE, ADV WHY IT WAS
9/14/2009	DM						NOT APPROVED FOR HMP, ADV TO F/U TOMORROW FORM
9/14/2009	DM						MORE DETAILS ON ACCT BJAGGERS13274
9/14/2009	DM						ACTION/RESULT CD CHANGED FROM LMDC TO OAAI
9/15/2009	FSV		0	00	1		INSP TP A RESULTS RCVD; ORD DT=08/26/09
9/16/2009	FOR						JUDGMENT DATE (602) COMPLETED 09/16/09
9/16/2009	FOR						JUDGMENT DATE (602) UNCOMPLETED
9/21/2009	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
9/23/2009	FOR						09/23/09 - 08:19 - 39123
9/23/2009	FOR						Process opened 9/23/2009 by user
9/23/2009	FOR						Jessica Hill.
9/23/2009	FOR						09/23/09 - 08:19 - 39123
9/23/2009	FOR						User has updated the system for the
9/23/2009	FOR						following event: Attorney Notified
9/23/2009	FOR						to Close and Bill, completed on
9/23/2009	FOR						9/23/2009
9/23/2009	DM						TT A3P, PAMELA JACKSON VI, 3P ASKING STATUS OF
9/23/2009	DM						MOD REVIEW, DNR ACC, ADV ALLOW TIME FOR DOCS TO BE
9/23/2009	DM						SENT, ADV FCL WAS CLOSED OUT ON LPS AND TO F/U
9/23/2009	DM						WITH ATTN
9/23/2009	DM						ACTION/RESULT CD CHANGED FROM OAAI TO OAAI
9/23/2009	DM						TT A3P PAMELA JACKSON VI; DNR/FCL - MOD PENDING -
9/23/2009	DM						XFR KGREEN2494
9/23/2009	DM						ACTION/RESULT CD CHANGED FROM OAAI TO OAAI
9/25/2009	FSV		0	00	1		INSP TYPE A ORDERED; REQ CD =AUTO DELQ
10/1/2009	FSV		0	00	1		INSP TYPE R ORDERED; REQ CD =1150
10/2/2009	MFR		0	00	0		MERS NOTIFIED FRCLSR REINSTATED 09/23/09
10/2/2009	FOR						FILE CLOSED (1000) COMPLETED 09/23/09
10/5/2009	LMT						LMT BPO/APPRAISAL REC ADDED
10/5/2009	FSV		0	0	0		INSP TP R RESULTS RCVD; ORD DT=10/01/09
10/6/2009	ARC						AUTO RESET STOP CODE 2 = 1

2/2/2010	DM	12 12020 mg	Doc 7760-3	0	00	1	EARLY IND: SCORE 258 MODEL EI90S
2/9/2010	FSV		0				Entered 11/14/14 15:16:52, Exhibit 2
2/17/2010	LMT						INSP TP A RESULTS RCVD; ORD DT=02/01/10
2/17/2010	LMT						FILE CLOSED (7) COMPLETED 02/17/10
2/19/2010	D28		0	DT	8		LOSS MIT DENIED OTHER
2/22/2010	CIT	FCL				T:31579	BILLING STATEMENT FROM REPORT R628
2/22/2010	CIT	FCL				T:31579	020 DONE 02/22/10 BY TLR 31579
2/22/2010	CIT	FCL				T:31579	TSK TYP 846-FORECLOSURE EXC
2/22/2010	CIT	FCL				T:31579	020 DMS Review Completed
2/22/2010	CIT	FCL				T:31579	020 Open CIT#846 DMS Review Completed, does not
2/22/2010	CIT	FCL				T:31579	require Investor Approval or Action in the
2/22/2010	CIT	FCL				T:31579	Name of
2/23/2010	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
2/25/2010	FOR						FORECLOSURE APPROVAL (1) COMPLETED 02/25/10
2/25/2010	NT	FCL				T:25101	Foreclosure Referral Review Completed
2/25/2010	NT	FCL				T:25101	and Management Approved
2/25/2010	FOR						APPROVED FOR FCL 02/25/10
2/27/2010	FOR						02/26/10 - 15:02 - 00007
2/27/2010	FOR						User has updated the system for the
2/27/2010	FOR						following event: File Referred To
2/27/2010	FOR						Attorney, completed on 2/26/2010
2/27/2010	FOR						02/26/10 - 15:00 - 00007
2/27/2010	FOR						Foreclosure (NIE Id# 17147188) sent
2/27/2010	FOR						to Sirote & Permutt, PC at
2/27/2010	FOR						2/26/2010 2:59:40 PM by Automated
2/27/2010	FOR						Tasks
2/27/2010	FOR						02/26/10 - 15:59 - 00007
2/27/2010	FOR						User has updated the system for the
2/27/2010	FOR						following event: File Received By
2/27/2010	FOR						Attorney, completed on 2/26/2010
2/27/2010	FOR						02/26/10 - 15:56 - 00007
2/27/2010	FOR						Foreclosure (NIE Id# 17147188)
2/27/2010	FOR						picked up by firm Sirote & Permutt,
2/27/2010	FOR						PC at 2/26/2010 3:56:05 PM by Net
2/27/2010	FOR						Director
2/27/2010	FOR						REFERRED TO ATTORNEY (2) COMPLETED 02/26/10
2/27/2010	FOR						TASK:0602-FCL-CHANGD FUPDT 03/15/10
2/27/2010	FOR						02/26/10 - 11:18 - 00007
2/27/2010	FOR						Process opened 2/26/2010 by user
2/27/2010	FOR						Fidelity AutoProc.
3/2/2010	DM					T:00000	EARLY IND: SCORE 187 MODEL EI90S

5/20/2010	NT	LMT	12-12020 mg	Doc 7760-3	Filed 11/14/14	Entered 11/14/14 15:16:52	Exhibit 2
5/21/2010	NT	INVDL			Priore Declaration	13304	Modification Delegated by Investor
5/24/2010	FOR						05/24/10 - 15:17 - 11039
5/24/2010	FOR						fiel closed per request due to loan
5/24/2010	FOR						mod amount billed \$2389.46 thank
5/24/2010	FOR						you
5/24/2010	FOR						05/24/10 - 14:17 - 87928
5/24/2010	FOR						User has updated the system for the
5/24/2010	FOR						following event: Attorney Notified
5/24/2010	FOR						to Close and Bill, completed on
5/24/2010	FOR						5/24/2010
5/24/2010	FOR						05/24/10 - 14:17 - 87928
5/24/2010	FOR						Process opened 5/24/2010 by user
5/24/2010	FOR						Kimberly Dedman.
5/24/2010	FOR						05/24/10 - 15:00 - 11039
5/24/2010	FOR						User has updated the system for the
5/24/2010	FOR						following event: Attorney Confirmed
5/24/2010	FOR						File Closed, completed on 5/24/2010
5/24/2010	LMT						ASSESS FINANCL PKG (2) COMPLETED 05/24/10
5/24/2010	DM					T:01634	PAMELA JACKSON CI, VI, ADV APPROVED LOAN, AMT AND
5/24/2010	DM					T:01634	DD,CLLD ABT MOD, RECAP
5/24/2010	DM					T:01634	ACTION/RESULT CD CHANGED FROM OAAI TO OAAI
5/24/2010	NT	FIXDD				T:26879	fa fixed rate - dnr
5/24/2010	NT	STOP				T:26879	lmt2-1
5/24/2010	NT	STOP				T:26879	Permanent mod approved. \$1785 along with docs due
5/24/2010	NT	STOP				T:26879	back by 7/1/10. Apply funds to 4N and open cit
5/24/2010	NT	STOP				T:26879	840. Forward signed docs to waterloo loss mit.
5/24/2010	NT	STOP				T:26879	Please spread escrow shortage over 60
5/24/2010	NT	STOP				T:26879	months***NOTE TO CLOSER***5.75% Rate will remain
5/24/2010	NT	STOP				T:26879	fixed. New pmt will be \$1786.52. New payments will
5/24/2010	NT	STOP				T:26879	start 8/01/10. Waive all late charges when PM
5/24/2010	NT	STOP				T:26879	executed. RFD: Unemployment. KDedman 2221
5/24/2010	NT	CUMOD				T:26879	Non-HMP Permanent Modification Justification
5/24/2010	NT	CUMOD				T:26879	Permanent mod approved. \$1785 along with docs due
5/24/2010	NT	CUMOD				T:26879	back by 7/1/10. Apply funds to 4N and open cit
5/24/2010	NT	CUMOD				T:26879	840. Forward signed docs to waterloo loss mit.
5/24/2010	NT	CUMOD				T:26879	Please spread escrow shortage over 60
5/24/2010	NT	CUMOD				T:26879	months***NOTE TO CLOSER***5.75% Rate will remain
5/24/2010	NT	CUMOD				T:26879	fixed. New pmt will be \$1786.52. New payments will
5/24/2010	NT	CUMOD				T:26879	start 8/01/10. Waive all late charges when PM

5/24/2010	NT	CUMOD	Doc 7760-3	Filed 11/14/14	Entered 11/14/14 15:16:52	T:26879	executed. RFD: Unemployment. KDedman 2221
5/24/2010 ₂₁	NT	LMT		Prior Declaration		T:26879	Non-HMP Permanent Modification Justification
5/24/2010	NT	LMT				T:26879	Permanent mod approved. \$1785 along with docs due
5/24/2010	NT	LMT				T:26879	back by 7/1/10. Apply funds to 4N and open cit
5/24/2010	NT	LMT				T:26879	840. Forward signed docs to waterloo loss mit.
5/24/2010	NT	LMT				T:26879	Please spread escrow shortage over 60
5/24/2010	NT	LMT				T:26879	months***NOTE TO CLOSER***5.75% Rate will remain
5/24/2010	NT	LMT				T:26879	fixed. New pmt will be \$1786.52. New payments will
5/24/2010	NT	LMT				T:26879	start 8/01/10. Waive all late charges when PM
5/24/2010	NT	LMT				T:26879	executed. RFD: Unemployment. KDedman 2221
5/24/2010	NT	LMT				T:27080	MOD APPRVD: PM CNTRBTN OF \$1,785.00 DUE 7/1/2010;
5/24/2010	NT	LMT				T:27080	NEW UPB \$207,191.52, TTL CPPD \$0.00 (INT \$0.00 /
5/24/2010	NT	LMT				T:27080	ESC \$0.00), OLD PPTD 08/08, NEW 07/10, OLD RATE
5/24/2010	NT	LMT				T:27080	10.2500%, NEW RATE 5.7500%, ORGNL TERM 360, CRRNT
5/24/2010	NT	LMT				T:27080	TERM 269, MOD TERM 245, MAT DATE 12/1/2030 , OLD
5/24/2010	NT	LMT				T:27080	PI \$1,971.42, NEW PI \$1,438.84, OLD PITI
5/24/2010	NT	LMT				T:27080	\$2,266.46, NEW PITI \$1,786.52 INC RATIO 0.00% WITH
5/24/2010	NT	LMT				T:27080	SRPLS OF \$0.00; RFD: Unemployment- SUBMITTED BY:
5/24/2010	NT	LMT				T:27080	Kimberly Dedman APPROVED BY: Kimberly Dedman
5/24/2010	LMT						COMPLETE FIN PKG REC (3) COMPLETED 05/24/10
5/24/2010	LMT						MODIFCATN APPRVD INV (1232) COMPLETED 05/24/10
5/24/2010	LMT						MODIFCATN RECMMD INV (1231) COMPLETED 05/24/10
5/24/2010	LMT						LOAN MOD STARTED (1001) COMPLETED 05/24/10
5/24/2010	NT	LMT				T:26879	nhmp delegated - no 1/2 rate rule
5/24/2010	NT	FCSTP				T:26879	closed out fcl process -
5/24/2010	CIT	COL19				T:26879	029 DONE 05/24/10 BY TLR 26879
5/24/2010	CIT	COL19				T:26879	TSK TYP 711-NON HMP MOD REV
5/24/2010	NT	INVDL				T:13304	Modification Delegated by Investor
5/25/2010	NT	STOP				T:03136	Mod docs due by 7/1/2010 with a down payment of
5/25/2010	NT	STOP				T:03136	\$1,785.00, \$0.00 in unapplied bucket 4N.
5/25/2010	FSV		0	0	1	T:03136	DELINQ INSP HOLD PLACED; REL DT =07/25/10
5/25/2010	LMT						TASK:1031-LMT-CHANGD FUPDT 07/01/10
5/25/2010	LMT						SEND EXEC DOCS (1040) COMPLETED 05/25/10
5/25/2010	NT	FCLRE				T:11349	 Foreclosure Review Process:
5/25/2010	NT	FCLRE				T:11349	Per LPS, fcl was closed & billed on 5/24/10
5/25/2010	NT	FCLRE				T:11349	cfarrar
5/25/2010	FOR						FILE CLOSED (1000) COMPLETED 05/24/10
5/26/2010	NT	FCLRE				T:13274	Foreclosure Review Process
5/26/2010	NT	FCLRE				T:13274	close and bill confirmed in nt by attny on
5/26/2010	NT	FCLRE				T:13274	05/24/10 bjaggers2801

5/27/2010	NT	MERGE	Doc 7760-3	Filed 11/14/14	T:10588	mail merge docs located in 05-26-10 file
5/27/2010 ₂₂	DM	12 12020 mg	Priore Declaration	Entered 11/14/14 15:16:52	T:31614	TT ANNETTE PHILPOT, ADV NOT AUTH, SENT AUTH. TT
5/27/2010	DM				T:31614	B1, VIA. ADV OF TAD, BREACH. WANTED ACCT UPDATE,
5/27/2010	DM				T:31614	ADV MOD APPROVED ON 5/24, ADV DOCS SENT 5/25. B SD
5/27/2010	DM				T:31614	RCVD LTR 5/19, WANTED TO KNOW WHAT THIS WAS, ADV
5/27/2010	DM				T:31614	HMP DENIAL. GAVE AUTH TO TT ANNETTE, TT ANNETTE,
5/27/2010	DM				T:31614	WANTED TO KNOW NEW MOD TERMS, ADV.
5/27/2010	DM				T:31614	ACTION/RESULT CD CHANGED FROM OAAI TO OAAI
5/27/2010	OL		0	68	2	WDOYCUS - RELEASE OF INFO COVER LTR & AU
5/27/2010	NT	INQ			T:31614	B1 cld re: Letter mailed to customer.
5/27/2010	NT	INQ			T:31614	Letter: 2:68
5/31/2010	FSV		0	00	1	T:00000 INSP TP A RESULTS RCVD; ORD DT=05/19/10
6/1/2010	NT	FEDEX			T:10588	Docs sent on 05-28-10 via Fed Ex. Outbound
6/1/2010	NT	FEDEX			T:10588	#446189959669 Return # 446189959670
6/2/2010	DM				T:00000	EARLY IND: SCORE 140 MODEL EI90S
6/18/2010	CBR		0	00	1	T:00000 DELINQUENT: 180+ DAYS
6/21/2010	D28		0	DT	8	BILLING STATEMENT FROM REPORT R628
7/2/2010	DM				T:00000	EARLY IND: SCORE 140 MODEL EI90S
7/9/2010	CBR		0	00	1	T:00000 DELINQUENT: 180+ DAYS
7/20/2010	D28		0	DT	8	FORCED BILLING STATEMENT FROM REPORT R628
7/26/2010	FSV		0	00	1	T:00000 INSP TYPE A ORDERED; REQ CD =AUTO DELQ
7/26/2010	FSV		0	00	1	T:00000 DELINQ INSP HOLD RELEASED
8/2/2010	NT	NODOC			T:03248	Traditonal Mod denied customer did not return
8/2/2010	NT	NODOC			T:03248	moddocs in required time
8/2/2010	CIT	COL27			T:03248	030 Traditional Mod Dened customer did not return
8/2/2010	CIT	COL27			T:03248	perm docs
8/3/2010	CIT	COL11			T:30851	030 Redirect CIT 822 to 31283 as the Denial
8/3/2010	CIT	COL11			T:30851	Process is Complete
8/3/2010	LMT					FILE CLOSED (7) COMPLETED 08/03/10
8/3/2010	LMT					LOSS MIT DENIED OTHER
8/4/2010	FSV		0	00	1	T:00000 INSP TP A RESULTS RCVD; ORD DT=07/26/10
8/4/2010	OL		0	24	5	WDOYLM Denial Letter w DNR no 30 Day
8/4/2010	CIT	COL09			T:01918	030 DONE 08/04/10 BY TLR 01918
8/4/2010	CIT	COL09			T:01918	TSK TYP 822-INITIATE LSMIT
8/4/2010	CIT	COL09			T:01918	030 CIT#822 Customer did not return executed loan
8/4/2010	CIT	COL09			T:01918	mod/partial claim agreement.
8/6/2010	FOR					FORECLOSURE APPROVAL (1) COMPLETED 08/06/10
8/6/2010	NT	FCL			T:25102	Foreclosure Referral Review Completed
8/6/2010	NT	FCL			T:25102	and Management Approved
8/6/2010	FOR					APPROVED FOR FCL 08/06/10

12/16/2010	DM	12 12020 mg	Doc 7760 3	Filed 11/14/14	T:04976	Called HP, Customer Not Reachable. Could Not Leave
12/16/2010	DM			Entered 11/14/14 15:16:52	T:04976	MESSAGE: DWALL 2439
12/16/2010	DM			Prior Declaration	T:04976	ACTION/RESULT CD CHANGED FROM OAAI TO BRNA
12/16/2010	NT	LMT			T:04976	Escalated modification approved by supervisor with
12/16/2010	NT	LMT			T:04976	same terms as original modification offered May
12/16/2010	NT	LMT			T:04976	2010 per request of foreclosure attorney. dwall
12/16/2010	NT	LMT			T:04976	2439
12/16/2010	NT	APRVD			T:04976	PM approved - specialist has PM processing
12/16/2010	NT	APRVD			T:04976	authorization
12/16/2010	NT	LMT			T:27080	MOD APPRVD: PM CNTRBTN OF \$1,785.88 DUE 2/1/2011;
12/16/2010	NT	LMT			T:27080	NEW UPB \$207,191.52, TTL CPPD \$0.00 (INT \$0.00 /
12/16/2010	NT	LMT			T:27080	ESC \$0.00), OLD PPTD 08/08, NEW 02/11, OLD RATE
12/16/2010	NT	LMT			T:27080	10.2500%, NEW RATE 5.7500%, ORGNL TERM 360, CRRNT
12/16/2010	NT	LMT			T:27080	TERM 269, MOD TERM 238, MAT DATE 12/1/2030 , OLD
12/16/2010	NT	LMT			T:27080	PI \$1,971.42, NEW PI \$1,461.18, OLD PITI
12/16/2010	NT	LMT			T:27080	\$2,266.46, NEW PITI \$1,824.24 INC RATIO 0.00% WITH
12/16/2010	NT	LMT			T:27080	SRPLS OF \$0.00; RFD: Unemployment- SUBMITTED BY:
12/16/2010	NT	LMT			T:27080	Derek Wall APPROVED BY: Derek Wall
12/16/2010	NT	FIXDD			T:04976	Fully Am'ing NO Forbearance or Forgiveness (includes
12/16/2010	NT	FIXDD			T:04976	steps, if applicable) with DNR verbiage included
12/16/2010	NT	FIXDD			T:04976	in document
12/16/2010	NT	STOP			T:04976	"Non HMP:Mod Approved Stop Note: Due Date:
12/16/2010	NT	STOP			T:04976	2/1/2011; Late charges waived: \$4139.94: Down pmt
12/16/2010	NT	STOP			T:04976	\$1785.88: Apply funds to 4N - send Cit 840 when
12/16/2010	NT	STOP			T:04976	deposit is received. Forward signed documents to
12/16/2010	NT	STOP			T:04976	Waterloo Loss Mit. Spread escrow shortage over 60
12/16/2010	NT	STOP			T:04976	months if applicable. Closers: Debt Forgive:
12/16/2010	NT	STOP			T:04976	\$67808, Doc Code:FIXDD" dwall 2439
12/16/2010	NT	STOP			T:04976	FIXED rate mortgage
12/16/2010	NT	STOP			T:04976	Loan Amortization: Fully amortized
12/16/2010	NT	STOP			T:04976	Capitalize arrearage: No: If No, Debt forgiveness
12/16/2010	NT	STOP			T:04976	amount \$67,808
12/16/2010	NT	STOP			T:04976	Extend Maturity Term: No
12/16/2010	NT	STOP			T:04976	Reduce Interest Rate: Yes, from 10.25% to 5.75%
12/16/2010	NT	STOP			T:04976	Step Rate Used: No
12/16/2010	NT	STOP			T:04976	Principal Forbearance: No
12/16/2010	NT	STOP			T:04976	RFD: Unemployment
12/16/2010	NT	STOP			T:04976	dwall 2439
12/16/2010	LMT					MODIFCATN APPRVD INV (1232) COMPLETED 12/16/10
12/16/2010	CIT	COL19			T:04976	033 DONE 12/16/10 BY TLR 04976

2/10/2011	FOR	12 12020 mg	Doc 7760 3	Filed 11/14/14	Entered 11/14/14 15:16:52	Type: FC Payment Research/Dispute, C
2/10/2011 ₂₄	FOR			Priore Declaration	Pg 56 of 86	02/10/11 - 10:30 - 10752 Exhibit 2
2/10/2011	FOR					ect: Issue Request /
2/10/2011	FOR					02/10/11 - 10:30 - 10752
2/10/2011	FOR					Intercom Message: / Read: 2/10/2011
2/10/2011	FOR					10:29:49 AM / From: Wilson, Robert
2/10/2011	FOR					/ To: Miller, Kimberly; / CC: /
2/10/2011	FOR					Intercom Type: General Update / Subj
2/10/2011	NT	LMT			T:04976	Postponed foreclosure sale 30 days in NewTrack to
2/10/2011	NT	LMT			T:04976	allow time for modification review. dwall 2439
2/10/2011	NT	CMPPK			T:20900	Rcvd complete wout pkg see prev notes imaged as
2/10/2011	NT	CMPPK			T:20900	wout mhoppe5829
2/10/2011	HMP					FINANCIAL INFORMATION COLLECTED FOR HMP
2/10/2011	HMP					LMT BORR FIN REC ADDED
2/10/2011	NT	CMPPK			T:20900	Fax Received -Borrower Financial Stmt,Hardship
2/10/2011	NT	CMPPK			T:20900	letter,Hardship affidavit,4506 T,Single most
2/10/2011	NT	CMPPK			T:20900	recent signed tax returns Borr,Copies of cancelled
2/10/2011	NT	CMPPK			T:20900	checks,Proof of Social Security Borr,Recent Bank
2/10/2011	NT	CMPPK			T:20900	Stmts Borr ,Other ssi awrd ltr pay stubs bank stmt
2/10/2011	NT	CMPPK			T:20900	of non borr ,ltr from borr -mhoppe5829
2/10/2011	DM				T:20900	DFLT REASON 1 CHANGED TO: CURTAILMENT OF INCOME
2/10/2011	DM				T:20900	DFLT REASON 2 CHANGED TO: EXCESSIVE OBLIGATIONS
2/10/2011	DM				T:20900	ACTION/RESULT CD CHANGED FROM NOTE TO NOTE
2/10/2011	NT	LMT			T:20693	escalation to dallas dsg-sbehney. Currently set
2/10/2011	NT	LMT			T:20693	for fcl sale on 2/16/11. EM to analyst DWAll to
2/10/2011	NT	LMT			T:20693	see if will pp or allow to go to sale. Borr was
2/10/2011	NT	LMT			T:20693	approved for mod on 5/28/10, sent mod docs on 5/28
2/10/2011	NT	LMT			T:20693	via fed ex-deliv on 6/1 and due back by 7/1. Not
2/10/2011	NT	LMT			T:20693	recd-mod denied 8/2/10. Mod approved again for
2/10/2011	NT	LMT			T:20693	same terms on 12/16/10-docs sent 12/21 and deliv
2/10/2011	NT	LMT			T:20693	via fed ex on 12/23-due back by 2/1/11. As of
2/10/2011	NT	LMT			T:20693	2/11 docs and contrib have not been recd.
2/11/2011	CBR		0	00	1	T:00000 FORECLOSURE STARTED
2/11/2011	CBR		0	00	1	T:00000 DELINQUENT: 180+ DAYS
2/11/2011	FOR					02/11/11 - 15:46 - 44120
2/11/2011	FOR					User has updated the system for the
2/11/2011	FOR					following event: Confirmed Sale Has
2/11/2011	FOR					Been Postponed, completed on
2/11/2011	FOR					2/11/2011
2/15/2011	NT	FDODN			T:15441	Verified on DOD website that borrower(s) are not

2/16/2011	FOR	12 12020 mg	Doc 7760 3	Filed 11/14/14	Entered 11/14/14 15:16:52	costs are unknown at this time.
2/16/2011 ₂₅	FOR			Prior Declaration	Pg 57 of 86	Exhibit 2
2/16/2011	FOR					2011. Reason: PP sale per client.
2/16/2011	FOR					The approximate cost to pp is \$600.
2/16/2011	FOR					Atty fees are \$350. Auctioneer
2/16/2011	FOR					\$75, Title update \$50, and newspaper
2/16/2011	FOR					02/16/11 - 09:12 - 44120
2/16/2011	FOR					User has updated the system for the
2/16/2011	FOR					following event: Sale Scheduled
2/16/2011	FOR					For. User changed date completed
2/16/2011	FOR					from 2/16/2011 to completed on 3/23/
2/17/2011	FSV		0	00	1	T:00000 DELINQ INSP HOLD RELEASED
2/21/2011	FOR					02/21/11 - 09:32 - 44120
2/21/2011	FOR					sale is 3/23/2011 . Status:
2/21/2011	FOR					Active, approval not required.
2/21/2011	FOR					02/21/11 - 09:32 - 44120
2/21/2011	FOR					System updated for the following
2/21/2011	FOR					event: User has reprojected the
2/21/2011	FOR					step Aged Process Necessary to
2/21/2011	FOR					3/24/2011. Reason: Other. Comments:
2/21/2011	D28		0	DT	8	BILLING STATEMENT FROM REPORT R628
2/24/2011	FSV		0	00	1	T:00000 INSP TYPE A ORDERED; REQ CD =SCRIPT
2/24/2011	NT	FSV				T:20111 Loan on HFN Quarterly 2501 report. Ran script to
2/24/2011	NT	FSV				T:20111 order inspection if needed
3/2/2011	DM					T:00000 EARLY IND: SCORE 116 MODEL EI90S
3/2/2011	NT	NODOC				T:03248 Traditional Mod denied customer did not return
3/2/2011	NT	NODOC				T:03248 moddocs in required time.
3/2/2011	CIT	COL27				T:03248 035 Traditional Mod denied customer did not return
3/2/2011	CIT	COL27				T:03248 mod docs in required time.
3/3/2011	DM					T:00000 EARLY IND: SCORE 116 MODEL EI90S
3/3/2011	FSV		0	00	1	T:00000 INSP TP A RESULTS RCVD; ORD DT=02/24/11
3/3/2011	CIT	COL11				T:19360 035 Retarget cit 822 to 31283
3/3/2011	LMT					FILE CLOSED (7) COMPLETED 03/03/11
3/3/2011	LMT					LOSS MIT DENIED OTHER
3/4/2011	OL		0	31	5	WDOYLM - DENIAL LETTER NO FAIR DEBT
3/4/2011	CIT	COL09				T:18896 035 DONE 03/04/11 BY TLR 18896
3/4/2011	CIT	COL09				T:18896 TSK TYP 822-LSMIT DENIAL PR
3/4/2011	CIT	COL09				T:18896 035 Close CIT#822. Customer did not return
3/4/2011	CIT	COL09				T:18896 executed loan mod/partial claim agreement.
3/9/2011	FOR					03/09/11 - 16:56 - 44120

6/1/2012	FOR	12 12020 mg	Doc 7760 3	Filed 11/14/14	Entered 11/14/14 15:16:52	Exhibit 2
6/1/2012 26	FOR			Priore Declaration	Pg 58 of 86	event: User has created a Process-Level issue for this
6/1/2012	FOR					loan.Issue Type: Action in the Name
6/1/2012	FOR					06/01/12 - 15:56 - 56077
6/1/2012	FOR					ect: Issue Request /
6/1/2012	FOR					06/01/12 - 15:56 - 56077
6/1/2012	FOR					Intercom Message: / Read: 6/1/2012
6/1/2012	FOR					3:55:56 PM / From: Newton, Sterol /
6/1/2012	FOR					To: Horsley, Lacy; / CC: /
6/1/2012	FOR					Intercom Type: General Update / Subj
6/1/2012	FOR					06/01/12 - 13:48 - 00007
6/1/2012	FOR					Foreclosure (NIE Id# 20090181) sent
6/1/2012	FOR					to Sirote & Permutt, PC at 6/1/2012
6/1/2012	FOR					1:47:58 PM by Sterol Newton
6/4/2012	DM				T:00000	EARLY IND: SCORE 109 MODEL EI90S
6/5/2012	NT	LMFLB			T:19038	Reviewed most recent denials, decision was correct
6/5/2012	NT	LMFLB			T:19038	based on review.
6/7/2012	FSV		0	00	1	T:00000 INSP TP A RESULTS RCVD; ORD DT=05/29/12
6/8/2012	NT	F96				T:04152 MOVED PROPERTY PRESERVATION FEE OF \$14.75 BILLED
6/8/2012	NT	F96				T:04152 6/7/12 TO INVESTOR RECOVERABLE AS UNABLE TO
6/8/2012	NT	F96				T:04152 COLLECTFROM CUSTOMER DUE TO STATE STATUE
6/13/2012	FOR					06/13/12 - 17:00 - 44120
6/13/2012	FOR					o sale date. Due date pushed
6/13/2012	FOR					forward from weekend or holiday to
6/13/2012	FOR					next available business day. Date
6/13/2012	FOR					moved from 7/4/2012 to 7/5/2012.. St
6/13/2012	FOR					06/13/12 - 17:00 - 44120
6/13/2012	FOR					System updated for the following
6/13/2012	FOR					event: User has reprojected the
6/13/2012	FOR					step Aged Process Necessary to
6/13/2012	FOR					7/4/2012. Reason: Other. Comments: n
6/13/2012	FOR					06/13/12 - 17:00 - 44120
6/13/2012	FOR					atus: Active, approval not required.
6/14/2012	FOR					06/14/12 - 09:01 - 26856
6/14/2012	FOR					an Chase Bank N.A., successor by
6/14/2012	FOR					merger to Bank One National
6/14/2012	FOR					Association, as Trustee for RASC
6/14/2012	FOR					2001-KS1 .
6/14/2012	FOR					06/14/12 - 09:01 - 26856
6/14/2012	FOR					s: The Bank of New York Mellon

Exhibit E

DISPLAY/HISTORY

12-12020-mg Doc 7760-3 Filed 11/14/14 Entered 11/14/14 15:16:52 Exhibit 2 -

Acct: [REDACTED] Name: GWENDELL L PHILPOT

Prior Declaration: Pg 60 of 86 Investor: 98028 Warn: 5 Lock: 1 Stop: 0

Page:

SSN: [REDACTED]

Refresh Date:

Type: **8/1/2008** Last Pmt: **8/30/2008**
 - Dates - Paid To: **7/1/2008** Next Due: **8/1/2008**
 - Bal - Prin: **\$0.00** Esc: **\$0.00**
 - Uncol - LC: **\$0.00** P&I Adv: **\$0.00** Esc Sht: **\$0.00**

NOTES:

Trans Added Date	Trans Type	Area ID that Originated the Message	Document Notice Id	Document Text Id	Document Text Type Code	Add Teller	TransactionDescription
6/22/2007	CBR		0	00	1	T:00000	DELINQUENT: 30 DAYS
6/22/2007	CBR		0	00	1	T:00000	CHANGE IN PRIMARY BORROWERS ADDR
7/13/2007	CBR		0	00	1	T:00000	DELINQUENT: 30 DAYS
8/10/2007	CBR		0	00	1	T:00000	DELINQUENT: 30 DAYS
9/14/2007	CBR		0	00	1	T:00000	DELINQUENT: 30 DAYS
10/12/2007	CBR		0	00	1	T:00000	DELINQUENT: 30 DAYS
11/9/2007	CBR		0	00	1	T:00000	DELINQUENT: 30 DAYS
12/14/2007	CBR		0	00	1	T:00000	DELINQUENT: 30 DAYS
1/11/2008	CBR		0	00	1	T:00000	DELINQUENT: 60 DAYS
2/22/2008	CBR		0	00	1	T:00000	DELINQUENT: 30 DAYS
2/22/2008	CBR		0	00	1	T:00000	CHANGE IN PRIMARY BORROWERS ADDR
3/21/2008	CBR		0	00	1	T:00000	DELINQUENT: 30 DAYS
4/25/2008	CBR		0	00	1	T:00000	DELINQUENT: 30 DAYS
5/9/2008	CBR		0	00	1	T:00000	DELINQUENT: 30 DAYS
6/6/2008	CBR		0	00	1	T:00000	DELINQUENT: 30 DAYS
6/6/2008	CBR		0	00	1	T:00000	CHANGE IN PRIMARY BORROWERS ADDR
7/18/2008	CBR		0	00	1	T:00000	DELINQUENT: 30 DAYS
8/8/2008	CBR		0	00	1	T:00000	DELINQUENT: 30 DAYS
9/12/2008	CBR		0	00	1	T:00000	DELINQUENT: 30 DAYS
10/10/2008	CBR		0	00	1	T:00000	DELINQUENT: 60 DAYS
10/10/2008	CBR		0	00	1	T:00000	CHANGE IN PRIMARY BORROWERS ADDR
11/14/2008	CBR		0	00	1	T:00000	FORECLOSURE STARTED
11/14/2008	CBR		0	00	1	T:00000	DELINQUENT: 90 DAYS
12/12/2008	CBR		0	00	1	T:00000	FORECLOSURE STARTED
12/12/2008	CBR		0	00	1	T:00000	DELINQUENT: 120 DAYS
12/12/2008	CBR		0	00	1	T:00000	CHANGE IN PRIMARY BORROWERS ADDR
1/16/2009	CBR		0	00	1	T:00000	FORECLOSURE STARTED
1/16/2009	CBR		0	00	1	T:00000	DELINQUENT: 150 DAYS
2/13/2009	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS

3/13/2009	CBR	12 12020 mg	0	00	1	T:00000	DELINQUENT: 180+ DAYS
4/10/2009	CBR	Doc 7760-3	0	00	1	T:00000	DELINQUENT: 180+ DAYS
5/8/2009	CBR	Prior Declaration	0	00	1	T:00000	DELINQUENT: 180+ DAYS
6/12/2009	CBR		0	00	1	T:00000	FORECLOSURE STARTED
6/12/2009	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
6/12/2009	CBR		0	00	1	T:00000	PB DISCHARGED THRU BANKRUPTCY CH 7
7/10/2009	CBR		0	00	1	T:00000	FORECLOSURE STARTED
7/10/2009	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
8/14/2009	CBR		0	00	1	T:00000	CR BUR RPT STATUS=N;EXPIRE DT = 09/24/09
9/11/2009	CBR		0	00	1	T:00000	CR BUR RPT STATUS=N;EXPIRE DT = 10/29/09
10/16/2009	CBR		0	00	1	T:00000	CR BUR RPT STATUS=N;EXPIRE DT = 10/29/09
11/13/2009	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
11/13/2009	CBR		0	00	1	T:00000	CHANGE IN PRIMARY BORROWERS ADDR
12/11/2009	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
1/15/2010	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
2/23/2010	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
3/12/2010	CBR		0	00	1	T:00000	FORECLOSURE STARTED
3/12/2010	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
4/9/2010	CBR		0	00	1	T:00000	CR BUR RPT STATUS=N;EXPIRE DT = 05/27/10
5/14/2010	CBR		0	00	1	T:00000	CR BUR RPT STATUS=N;EXPIRE DT = 05/27/10
6/18/2010	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
7/9/2010	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
8/13/2010	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
9/10/2010	CBR		0	00	1	T:00000	FORECLOSURE STARTED
9/10/2010	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
10/8/2010	CBR		0	00	1	T:00000	FORECLOSURE STARTED
10/8/2010	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
11/12/2010	CBR		0	00	1	T:00000	FORECLOSURE STARTED
11/12/2010	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
12/10/2010	CBR		0	00	1	T:00000	FORECLOSURE STARTED
12/10/2010	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
1/14/2011	CBR		0	00	1	T:00000	FORECLOSURE STARTED
1/14/2011	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
2/11/2011	CBR		0	00	1	T:00000	FORECLOSURE STARTED
2/11/2011	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
3/11/2011	CBR		0	00	1	T:00000	FORECLOSURE STARTED
3/11/2011	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
4/15/2011	CBR		0	00	1	T:00000	CR BUR RPT STATUS=N;EXPIRE DT = 00/00/00
5/13/2011	CBR		0	00	1	T:00000	CR BUR RPT STATUS=N;EXPIRE DT = 00/00/00
6/10/2011	CBR		0	00	1	T:00000	CR BUR RPT STATUS=N;EXPIRE DT = 00/00/00

7/15/2011	CBR	12 12020 mg	0	00	1	T:00000	CR BUR RPT STATUS=N;EXPIRE DT = 00/00/00
8/12/2011	CBR	Doc 7760-3	0	00	1	T:00000	CR BUR RPT STATUS=N;EXPIRE DT = 00/00/00
9/16/2011	CBR	Prior Declaration	0	00	1	T:00000	CR BUR RPT STATUS=N;EXPIRE DT = 00/00/00
10/14/2011	CBR		0	00	1	T:00000	CR BUR RPT STATUS=N;EXPIRE DT = 00/00/00
11/11/2011	CBR		0	00	1	T:00000	CR BUR RPT STATUS=N;EXPIRE DT = 00/00/00
12/9/2011	CBR		0	00	1	T:00000	CR BUR RPT STATUS=N;EXPIRE DT = 00/00/00
1/13/2012	CBR		0	00	1	T:00000	CR BUR RPT STATUS=N;EXPIRE DT = 00/00/00
2/17/2012	CBR		0	00	1	T:00000	CR BUR RPT STATUS=N;EXPIRE DT = 00/00/00
3/16/2012	CBR		0	00	1	T:00000	CR BUR RPT STATUS=N;EXPIRE DT = 00/00/00
4/13/2012	CBR		0	00	1	T:00000	CR BUR RPT STATUS=N;EXPIRE DT = 00/00/00
5/11/2012	CBR		0	00	1	T:00000	CR BUR RPT STATUS=N;EXPIRE DT = 00/00/00
6/15/2012	CBR		0	00	1	T:00000	FORECLOSURE STARTED
6/15/2012	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
7/13/2012	CBR		0	00	1	T:00000	FORECLOSURE STARTED
7/13/2012	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
8/10/2012	CBR		0	00	1	T:00000	FORECLOSURE STARTED
8/10/2012	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
9/14/2012	CBR		0	00	1	T:00000	FORECLOSURE STARTED
9/14/2012	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
10/12/2012	CBR		0	00	1	T:00000	FORECLOSURE STARTED
10/12/2012	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
11/9/2012	CBR		0	00	1	T:00000	FORECLOSURE STARTED
11/9/2012	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
12/14/2012	CBR		0	00	1	T:00000	FORECLOSURE STARTED
12/14/2012	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
1/10/2013	CBR		0	00	1	T:00000	FORECLOSURE STARTED
1/10/2013	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
1/10/2013	CBR		0	00	1	T:00000	CHANGE IN PRIMARY BORROWERS ADDR
2/14/2013	CBR		0	00	1	T:00000	FORECLOSURE STARTED
2/14/2013	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
3/18/2013	CBR		0	00	1	T:00000	FCL SALE

Exhibit F

SEND TAX NOTICE TO:
GMAC Mortgage, LLC
1100 Virginia Drive
Fort Washington, PA 19034

Loan Number: [REDACTED]

2013 1595
Recorded in the Above
DEED Book & Page
03-01-2013 03:38:24 PM
Gres Cain - Probate Judge
State of Alabama, Morgan County

STATE OF ALABAMA)
MORGAN COUNTY)

FORECLOSURE DEED

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, heretofore, on, to-wit: the 4th day of December, 2000, Gwendell Lloyd Philpot and wife, Annette Green Philpot, executed that certain mortgage on real property hereinafter described to Mortgage Electronic Registration Systems, Inc., solely as nominee for Homecomings Financial Network, Inc, which said mortgage was recorded in the Office of the Judge of Probate of Morgan County, Alabama, in Mortgage Book 2000, Page 35882, said mortgage having subsequently been transferred and assigned to The Bank of New York Mellon Trust Company, National Association fka The Bank of New York Trust Company N.A., as successor to JP Morgan Chase Bank, N.A., successor by merger with Bank One, N. A., as trustee for RASC 2001KS1, by instrument recorded in Miscellaneous Book 2010, Page 8671, in the aforesaid Probate Office ("Transferee"); and

WHEREAS, in and by said mortgage, the Transferee was authorized and empowered in case of default in the payment of the indebtedness secured thereby, according to the terms thereof, to sell said property before the Courthouse door in the City of Decatur, Morgan County, Alabama, after giving notice of the time, place, and terms of said sale in some newspaper published in said County by publication once a week for three (3) consecutive weeks prior to said sale at public outcry for cash, to the highest bidder, and said mortgage provided that in case of sale under the power and authority contained in same, the Transferee or any person conducting said sale for the Transferee was authorized to execute title to the purchaser at said sale; and it was further provided in and by said mortgage that the Transferee may bid at the sale and purchase said property if the highest bidder thereof; and

WHEREAS, default was made in the payment of the indebtedness secured by said mortgage, and the said The Bank of New York Mellon Trust Company, National Association fka The Bank of New York Trust Company, N.A. as successor to JPMorgan Chase Bank N.A., successor by merger to Bank One National Association, as Trustee for RASC 2001-KS1 did declare all of the indebtedness secured by said mortgage, subject to foreclosure as therein provided and did give due and proper notice of the foreclosure of said mortgage by publication in the Decatur Daily, a newspaper of general



circulation published in Morgan County, Alabama, in its issues of August 14, 2012, August 21, 2012, and August 28, 2012; and

WHEREAS, on February 20, 2013, the day on which the foreclosure was due to be held under the terms of said notice, between the legal hours of sale, said foreclosure was duly conducted, and The Bank of New York Mellon Trust Company, National Association fka The Bank of New York Trust Company, N.A. as successor to JPMorgan Chase Bank N.A., successor by merger to Bank One National Association, as Trustee for RASC 2001-KS1 did offer for sale and sell at public outcry in front of the Courthouse door in Decatur, Morgan County, Alabama, the property hereinafter described; and

WHEREAS, Aaron Nelson as member of AMN Auctioneering, LLC was the auctioneer who conducted said foreclosure sale and was the person conducting the sale for the said The Bank of New York Mellon Trust Company, National Association fka The Bank of New York Trust Company, N.A. as successor to JPMorgan Chase Bank N.A., successor by merger to Bank One National Association, as Trustee for RASC 2001-KS1 ; and

WHEREAS, The Bank of New York Mellon Trust Company, National Association fka The Bank of New York Trust Company, N.A. as successor to JPMorgan Chase Bank N.A., successor by merger to Bank One National Association, as Trustee for RASC 2001-KS1 was the highest bidder and best bidder in the amount of Two Hundred Twenty Thousand Five Hundred Thirty-Four And 38/100 Dollars (\$220,534.38) on the indebtedness secured by said mortgage, the said The Bank of New York Mellon Trust Company, National Association fka The Bank of New York Trust Company, N.A. as successor to JPMorgan Chase Bank N.A., successor by merger to Bank One National Association, as Trustee for RASC 2001-KS1 , by and through Aaron Nelson as member of AMN Auctioneering, LLC as auctioneer conducting said sale for said Transferee, does hereby grant, bargain, sell and convey unto The Bank of New York Mellon Trust Company, National Association fka The Bank of New York Trust Company, N.A. as successor to JPMorgan Chase Bank N.A., successor by merger to Bank One National Association, as Trustee for RASC 2001-KS1 all of its right, title, and interest in and to the following described property situated in Morgan County, Alabama, to-wit:

Part of Lot 397, according to the Plan of the City of Decatur, Alabama, described as beginning at the Northwest corner of Ferry and Cherry Streets, thence in a Northeast direction along Ferry Street 82 feet; thence in a Northwest direction parallel with Cherry Street 165 feet to an alley; thence in a Southwest direction parallel with Ferry Street 82 feet to Cherry Street, thence in a Southeast direction along Cherry Street to point of beginning, except the Westerly 5 feet for alley.

TO HAVE AND TO HOLD the above described property unto The Bank of New York Mellon Trust Company, National Association fka The Bank of New York Trust Company, N.A. as successor to JPMorgan Chase Bank N.A., successor by merger to Bank One National Association, as Trustee for RASC 2001-KS1 its successors/heirs and assigns, forever; subject, however, to the statutory rights of redemption from said foreclosure sale on the part of those entitled to



redeem as provided by the laws in the State of Alabama; and also subject to all recorded mortgages, encumbrances, recorded or unrecorded easements, liens, taxes, assessments, rights-of-way, and other matters of record in the aforesaid Probate Office.

IN WITNESS WHEREOF, The Bank of New York Mellon Trust Company, National Association fka The Bank of New York Trust Company, N.A. as successor to JPMorgan Chase Bank N.A., successor by merger to Bank One National Association, as Trustee for RASC 2001-KS1, has caused this instrument to be executed by and through Aaron Nelson as member of AMN Auctioneering, LLC, as auctioneer conducting said sale for said Transferee, and said Aaron Nelson as member of AMN Auctioneering, LLC, as said auctioneer, has hereto set his/her hand and seal on this 25 day of Feb, 2013.

The Bank of New York Mellon Trust Company,
National Association fka The Bank of New York Trust
Company, N.A. as successor to JPMorgan Chase Bank
N.A., successor by merger to Bank One National
Association, as Trustee for RASC 2001-KS1

By: AMN Auctioneering, LLC
Its: Auctioneer

By: [Signature]
Aaron Nelson, Member

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Aaron Nelson, whose name as member of AMN Auctioneering, LLC acting in its capacity as auctioneer for The Bank of New York Mellon Trust Company, National Association fka The Bank of New York Trust Company, N.A. as successor to JPMorgan Chase Bank N.A., successor by merger to Bank One National Association, as Trustee for RASC 2001-KS1, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this date, that being informed of the contents of the conveyance, he, as such member and with full authority, executed the same voluntarily on the day the same bears date for and as the act of said limited liability company acting in its capacity as auctioneer for said Transferee.

Given under my hand and official seal on this 25th day of February, 2013.

[Signature]
Notary Public

My Commission Expires

MY COMMISSION EXPIRES 08/31/2016

This instrument prepared by:
Rebecca Redmond
SIROTE & PERMUTT, P.C.
P. O. Box 55727
Birmingham, Alabama 35255-5727



Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Name	<u>The Bank of New York Mellon Trust Company, National Association fka The Bank of New York Trust Company, N.A. as successor to JPMorgan Chase Bank N.A., successor by merger to Bank One National Association, as Trustee for RASC 2001-KS1</u>	Grantee's Name	<u>The Bank of New York Mellon Trust Company, National Association fka The Bank of New York Trust Company, N.A. as successor to JPMorgan Chase Bank N.A., successor by merger to Bank One National Association, as Trustee for RASC 2001-KS1</u>
Mailing Address	<u>c/o GMAC Mortgage, LLC GMAC, LLC 1100 Virginia Drive Fort Washington, PA 19034</u>	Mailing Address	<u>c/o GMAC Mortgage, LLC GMAC, LLC 1100 Virginia Drive Fort Washington, PA 19034</u>
Property Address	<u>503 Ferry Street Northeast Decatur, AL 35601</u>	Date of Sale	<u>2/20/2013</u>
		Total Purchase Price	<u>\$220,534.38</u>
		or	
		Actual Value	<u>\$</u>
		or	
		Assessor's Market Value	<u>\$</u>

The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one) (Recordation of documentary evidence is not required)

☐ Bill of Sale
☐ Sales Contract
☐ Closing Statement
☐ Appraisal
☒ Other Foreclosure Bid Price

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

Instructions

Grantor's name and mailing address – provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address – provide the name of the person or persons to whom interest to property is being conveyed.

Property address – the physical address of the property being conveyed, if available.

Date of Sale – the date on which interest to the property was conveyed.

Total purchase price – the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual value – if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

Date 2/20/13

Print Christie M. Eady, foreclosure specialist

Unattested

Sign

(verified by)

(Grantor/Grantee/Owner/Agent) Circle one

State of Alabama, Morgan County
I certify this instrument was filed on
03-01-2013 03:38:24 PM
and recorded in DEED Book
2013 at pages 1595 - 1598
Greg Cain - Probate Judge

Term/Cashier: RECORD-10 / cindys
Tran: 14116.304744.410465
AFF Special Fee (Act 95-404) 5.00
FIL Filing Fee 1.00
REC Recording Fee 12.00
Total Fees: \$ 18.00

Exhibit G

09-80380-JAC7 Gwendell Lloyd Philpot and Annette G. Philpot
Case type: bk **Chapter:** 7 **Asset:** No **Vol:** v **Judge:** Jack Caddell
Date filed: 02/03/2009 **Date of last filing:** 06/22/2009
Debtor discharged: 05/21/2009 **Joint debtor discharged:** 05/21/2009
Date terminated: 06/22/2009

History

Doc. No.	Dates	Description
1	<i>Filed & Entered:</i> 02/03/2009	Voluntary Petition (Chapter 7)
	<i>Docket Text:</i> Chapter 7 Voluntary Petition <i>as Emergency to stop foreclosure</i> . Receipt Number 0, Fee Amount \$299 Filed by Gwendell Lloyd Philpot, Annette G. Philpot (Long, Robert)	
3	<i>Filed & Entered:</i> 02/03/2009 <i>Terminated:</i> 02/04/2009	Application to Pay Filing Fees in Installments
	<i>Docket Text:</i> Application to Pay Filing Fee in Installments and Filed by Joint Debtor Annette G. Philpot, Debtor Gwendell Lloyd Philpot (Long, Robert)	
4	<i>Filed & Entered:</i> 02/03/2009	Power of Attorney
	<i>Docket Text:</i> Power of Attorney Filed by Joint Debtor Annette G. Philpot, Debtor Gwendell Lloyd Philpot. (Long, Robert)	
	<i>Filed & Entered:</i> 02/04/2009	Corrective Entry
	<i>Docket Text:</i> Corrective Entry **STOP 341 NOTICE DUE TO ALL CREDITORS NOT UPLOADED** (RE: related document(s) 6 Meeting of Creditors (Chapter 7)). (sbh)	
5	<i>Filed & Entered:</i> 02/04/2009	Notice of Requirement to Complete Course in Financial Management
	<i>Docket Text:</i> Notice of Requirement to Complete Course in Financial Management . (Admin)	
6	<i>Filed & Entered:</i> 02/04/2009	Meeting of Creditors (Chapter 7)
	<i>Docket Text:</i> **STOP 341 NOTICE DUE TO ALL CREDITORS NOT UPLOADED** Meeting of Creditors with 341(a) meeting to be held on 03/05/2009 at 10:00 AM at Room 200 Decatur. Objections for Discharge due by 05/04/2009. Modified on 2/4/2009 (sbh).	
7	<i>Filed & Entered:</i> 02/04/2009	Order Appointing Trustee
	<i>Docket Text:</i> Order Appointing Trustee. Judith Thompson added to the case. Signed on 2/4/2009. (sbh)	
8	<i>Filed & Entered:</i> 02/04/2009	Notice of Deficient Filing
	<i>Docket Text:</i> Notice of Deficient Filing (RE: related document(s) 1 Voluntary Petition (Chapter 7) filed by Debtor Gwendell Lloyd Philpot, Joint Debtor Annette G. Philpot). Incomplete Filings due by 2/19/2009. (sbh)	
9	<i>Filed & Entered:</i> 02/04/2009 <i>Terminated:</i> 03/18/2009	Notice to File Matrix
	<i>Docket Text:</i> Notice to File Matrix Incomplete Filings due by 2/9/2009. (sbh)	
10	<i>Filed & Entered:</i> 02/04/2009	Order on Motion To Pay Filing Fees in Installments
	<i>Docket Text:</i> Order Approving Application To Pay Filing Fees In Installments Signed on 2/4/2009. (sbh)	

11	Filed: 02/06/2009 Entered: 02/07/2009 Terminated: 03/18/2009	BNC Certificate of Notice
	Docket Text: BNC Certificate of Mailing (related document(s) 8) (RE: related document(s) 8 Notice of Deficient Filing). Service Date 02/06/2009. (Admin.)	
12	Filed: 02/06/2009 Entered: 02/07/2009 Terminated: 03/18/2009	BNC Certificate of Notice
	Docket Text: BNC Certificate of Mailing (related document(s) 9) (RE: related document(s) 9 Notice to File Matrix). Service Date 02/06/2009. (Admin.)	
13	Filed: 02/06/2009 Entered: 02/07/2009 Terminated: 03/18/2009	BNC Certificate of Notice
	Docket Text: BNC Certificate of Mailing (related document(s) 10) (RE: related document(s) 10 Order on Motion To Pay Filing Fees in Installments). Service Date 02/06/2009. (Admin.)	
14	Filed: 02/06/2009 Entered: 02/07/2009 Terminated: 03/18/2009	BNC Certificate of Notice
	Docket Text: BNC Certificate of Mailing (related document(s) 5) (RE: related document(s) 5 Notice of Requirement to Complete Course in Financial Management). Service Date 02/06/2009. (Admin.)	
15	Filed & Entered: 02/10/2009	Exhibit D
	Docket Text: Exhibit D Filed by Joint Debtor Annette G. Philpot, Debtor Gwendell Lloyd Philpot. (Long, Robert)	
16	Filed & Entered: 02/10/2009	Amended Voluntary Petition (Chapter 7)
	Docket Text: Amended Chapter 7 Voluntary Petition <i>as Amend Page 2 Only</i> . Filed by Joint Debtor Annette G. Philpot, Debtor Gwendell Lloyd Philpot (RE: related document(s) 1 Voluntary Petition (Chapter 7)). (Long, Robert)	
17	Filed & Entered: 02/10/2009	Disclosure of Compensation of Attorney for Debtor
	Docket Text: Disclosure of Compensation of Attorney for Debtor Filed by Joint Debtor Annette G. Philpot, Debtor Gwendell Lloyd Philpot. (Long, Robert)	
18	Filed & Entered: 02/10/2009	Notice to Individual Consumer Debtor (Fm B201)
	Docket Text: Notice to Individual Consumer Debtor (Fm B201), Statement of Information Required by 11 USC Section 341 Filed by Joint Debtor Annette G. Philpot, Debtor Gwendell Lloyd Philpot. (Long, Robert)	
18	Filed & Entered: 02/10/2009	Statement of Information Required by 11 USC Section 341
	Docket Text: Notice to Individual Consumer Debtor (Fm B201), Statement of Information Required by 11 USC Section 341 Filed by Joint Debtor Annette G. Philpot, Debtor Gwendell Lloyd Philpot. (Long, Robert)	
19	Filed & Entered: 02/11/2009	Meeting of Creditors Chapter 7 No Asset
	Docket Text: Meeting of Creditors. 341(a) meeting to be held on 3/5/2009 at 11:00 AM at Room 200 Decatur. Financial Management Course due: 4/20/2009. Last day to oppose discharge or dischargeability is 5/4/2009. (sbh)	

20	Filed: 02/13/2009 Entered: 02/14/2009 Terminated: 03/18/2009	BNC Certificate of Notice
	<i>Docket Text:</i> BNC Certificate of Mailing (related document(s) 19) (RE: related document(s) 19 Meeting of Creditors Chapter 7 No Asset). Service Date 02/13/2009. (Admin.)	
21	Filed & Entered: 02/18/2009 Terminated: 02/20/2009	Motion to Extend Deadline to File Schedules
	<i>Docket Text:</i> Motion to Extend Deadline to File Schedules or Provide Required Information Filed by Joint Debtor Annette G. Philpot, Debtor Gwendell Lloyd Philpot (Long, Robert)	
22	Filed & Entered: 02/20/2009	Order on Motion to Extend Deadline to File Schedules
	<i>Docket Text:</i> Order Granting Motion To Extend Deadline to File Schedules or Provide Required Information (Related Doc # 21) Signed on 2/20/2009. (sbh)	
23	Filed: 02/22/2009 Entered: 02/23/2009	BNC Certificate of Notice
	<i>Docket Text:</i> BNC Certificate of Mailing (related document(s) 22) (RE: related document(s) 22 Order on Motion to Extend Deadline to File Schedules). Service Date 02/22/2009. (Admin.)	
24	Filed & Entered: 03/02/2009	Certificate of Credit Counseling
	<i>Docket Text:</i> Certificate of Credit Counseling Filed by Joint Debtor Annette G. Philpot, Debtor Gwendell Lloyd Philpot. (Long, Robert)	
25	Filed & Entered: 03/02/2009	Schedules A-J
	<i>Docket Text:</i> Schedules A-J , Summary of Schedules , Statistical Summary of Certain Liabilities, Declaration re: , Statement of Financial Affairs , Chapter 7 Statement of Current Monthly Income and Means Test Calculation - Form 22A Filed by Joint Debtor Annette G. Philpot, Debtor Gwendell Lloyd Philpot. (Long, Robert)	
25	Filed & Entered: 03/02/2009	Summary of Schedules
	<i>Docket Text:</i> Schedules A-J , Summary of Schedules , Statistical Summary of Certain Liabilities, Declaration re: , Statement of Financial Affairs , Chapter 7 Statement of Current Monthly Income and Means Test Calculation - Form 22A Filed by Joint Debtor Annette G. Philpot, Debtor Gwendell Lloyd Philpot. (Long, Robert)	
25	Filed & Entered: 03/02/2009	Statistical Summary of Certain Liabilities
	<i>Docket Text:</i> Schedules A-J , Summary of Schedules , Statistical Summary of Certain Liabilities, Declaration re: , Statement of Financial Affairs , Chapter 7 Statement of Current Monthly Income and Means Test Calculation - Form 22A Filed by Joint Debtor Annette G. Philpot, Debtor Gwendell Lloyd Philpot. (Long, Robert)	
25	Filed & Entered: 03/02/2009	Declaration
	<i>Docket Text:</i> Schedules A-J , Summary of Schedules , Statistical Summary of Certain Liabilities, Declaration re: , Statement of Financial Affairs , Chapter 7 Statement of Current Monthly Income and Means Test Calculation - Form 22A Filed by Joint Debtor Annette G. Philpot, Debtor Gwendell Lloyd Philpot. (Long, Robert)	
25	Filed & Entered: 03/02/2009	Statement of Financial Affairs
	<i>Docket Text:</i> Schedules A-J , Summary of Schedules , Statistical Summary of Certain Liabilities, Declaration re: , Statement of Financial Affairs , Chapter 7 Statement of Current Monthly Income and Means Test Calculation - Form 22A Filed by Joint Debtor Annette G. Philpot, Debtor Gwendell Lloyd Philpot. (Long, Robert)	

25	<i>Filed & Entered:</i>	03/02/2009	Chapter 7 Means Test
	<i>Docket Text:</i> Schedules A-J , Summary of Schedules , Statistical Summary of Certain Liabilities, Declaration re: , Statement of Financial Affairs , Chapter 7 Statement of Current Monthly Income and Means Test Calculation - Form 22A Filed by Joint Debtor Annette G. Philpot, Debtor Gwendell Lloyd Philpot. (Long, Robert)		
26	<i>Filed & Entered:</i>	03/02/2009	Appraisal
	<i>Docket Text:</i> Appraisal Filed by Joint Debtor Annette G. Philpot, Debtor Gwendell Lloyd Philpot. (Long, Robert)		
27	<i>Filed & Entered:</i>	03/03/2009	Employee Income Records
	<i>Docket Text:</i> Employee Income Records Filed by Joint Debtor Annette G. Philpot, Debtor Gwendell Lloyd Philpot. (Long, Robert)		
28	<i>Filed & Entered:</i>	03/04/2009	Notice of Appearance
	<i>Docket Text:</i> Notice of Appearance and Request for Notice Filed by Creditor HSBC Bank Nevada, N.A.. (Bass, Patti)		
29	<i>Filed & Entered:</i>	03/10/2009	Return Mail
	<i>Docket Text:</i> Return Mail of Honor Credit Agency, Inc., North AL Emergency Physicians, Superior Asset Management (RE: related document(s) 19 Meeting of Creditors Chapter 7 No Asset). (sbh)		
30	<i>Filed:</i> <i>Entered:</i> <i>Terminated:</i>	03/12/2009 03/13/2009 03/18/2009	BNC Certificate of Notice
	<i>Docket Text:</i> BNC Certificate of Mailing (related document(s) 29) (RE: related document(s) 29 Return Mail). Service Date 03/12/2009. (Admin.)		
	<i>Filed & Entered:</i>	03/31/2009	Auto-docket of credit card/debit card
	<i>Docket Text:</i> Receipt of Motion for Relief from Stay(09-80380-JAC7) [motion,mrlfsty] (150.00) Filing Fee. Receipt number 7746624. Fee Amount 150.00 (U.S. Treasury)		
31	<i>Filed & Entered:</i> <i>Terminated:</i>	03/31/2009 05/06/2009	Motion for Relief from Stay
	<i>Docket Text:</i> Motion for Relief from Stay , Fee Amount \$150, Filed by Creditor HOMECOMINGS FINANCIAL, LLC (Attachments: 1 MORTGAGE 2 NOTE) (Murray, Diane)		
	<i>Filed & Entered:</i>	04/01/2009	Corrective Entry
	<i>Docket Text:</i> Corrective Entry **DISREGARD-WRONG HEARING NOTICE SELECTED-WILL CORRECT AND SEND TO INTERESTED PARTIES** (RE: related document(s) 32 Notice of Hearing). (sbh)		
32	<i>Filed & Entered:</i> <i>Terminated:</i>	04/01/2009 04/01/2009	Notice of Hearing
	<i>Docket Text:</i> **DISREGARD-WRONG HEARING NOTICE SELECTED-WILL CORRECT AND SEND TO INTERESTED PARTIES** Notice of Hearing on (RE: related document(s) 31 Motion for Relief from Stay filed by Creditor HOMECOMINGS FINANCIAL, LLC). Hearing scheduled 4/22/2009 at 09:00 AM at 3rd Floor Courtroom Decatur. (sbh) Modified on 4/1/2009 (sbh).		
33	<i>Filed & Entered:</i> <i>Terminated:</i>	04/01/2009 05/06/2009	Hearing (Motion for Relief) Set

	<i>Docket Text:</i> Notice of Final Hearing on Motion for Relief from Stay filed by Homecomings Financial (RE: related document(s) 31 Motion for Relief from Stay filed by Creditor HOMECOMINGS FINANCIAL, LLC). Hearing scheduled 4/22/2009 at 09:00 AM at 3rd Floor Courtroom Decatur. (sbh)	
34	<i>Filed:</i> 04/03/2009 <i>Entered:</i> 04/04/2009 <i>Terminated:</i> 05/06/2009	BNC Certificate of Notice
	<i>Docket Text:</i> BNC Certificate of Mailing (related document(s) 33) (RE: related document(s) 33 Hearing (Motion for Relief) Set). Service Date 04/03/2009. (Admin.)	
35	<i>Filed & Entered:</i> 04/15/2009 <i>Terminated:</i> 05/06/2009	Response
	<i>Docket Text:</i> Agreed Response to (Re Item: 31 Motion for Relief from Stay , Fee Amount \$150, filed by Creditor HOMECOMINGS FINANCIAL, LLC) Filed by Trustee Judith Thompson (Thompson, Judith)	
36	<i>Filed & Entered:</i> 04/21/2009 <i>Terminated:</i> 05/06/2009	Courtroom Notes Continuing/Rescheduling
	<i>Docket Text:</i> Courtroom Notes Continuing/Rescheduling (RE: Doc #31; Motion for Relief from Stay as to real property filed by Homecomings Financial LLC) Hearing scheduled 05/06/2009 at 09:00 AM at Decatur 3rd Floor Decatur. (blb)	
37	<i>Filed & Entered:</i> 05/06/2009	Order Granting
	<i>Docket Text:</i> ORDER Granting Signed on 05/06/2009 RE: Doc #31; Motion for Relief from Stay as to real property filed by Homecomings Financial LLC. (blb)	
39	<i>Filed:</i> 05/08/2009 <i>Entered:</i> 05/09/2009	BNC Certificate of Notice
	<i>Docket Text:</i> BNC Certificate of Mailing (related document(s) 37) (RE: related document(s) 37 Order Granting). Service Date 05/08/2009. (Admin.)	
	<i>Filed & Entered:</i> 05/15/2009	Receipt of Installment Payment (Final)
	<i>Docket Text:</i> Receipt of Final Installment Payment. Receipt Number 873759, Fee Amount \$299.00 (tcw)	
40	<i>Filed & Entered:</i> 05/19/2009	Chapter 7 Trustee's Report of No Distribution
	<i>Docket Text:</i> Chapter 7 Trustee's Report of No Distribution: I, Judith Thompson, having been appointed trustee of the estate of the above-named debtor(s), report that I have neither received any property nor paid any money on account of this estate; that I have made a diligent inquiry into the financial affairs of the debtor(s) and the location of the property belonging to the estate; and that there is no property available for distribution from the estate over and above that exempted by law. Unless the Court orders otherwise, I deem abandoned any and all property of the estate that was scheduled in the petition and was unadministered as of the date of this report, and pursuant to Fed R Bank 5009, I hereby certify that the estate of the above-named debtor(s) has been fully administered. I request that I be discharged from any further duties as trustee. Key information about this case as reported in schedules filed by the debtor(s) or otherwise found in the case record: This case was pending for 4 months. Assets Abandoned: \$ 337473.75, Assets Exempt: Not Available, Claims Scheduled: \$ 577552.86, Claims Asserted: Not Applicable, Claims scheduled to be discharged without payment: \$ 577552.86. (Thompson, Judith)	
41	<i>Filed & Entered:</i> 05/20/2009	Financial Management Course Certificate

	<i>Docket Text:</i> Financial Management Course Certificate Filed Filed by Joint Debtor Annette G. Philpot, Debtor Gwendell Lloyd Philpot (RE: related document(s) 19 Meeting of Creditors Chapter 7 No Asset). (Long, Robert)	
42	<i>Filed & Entered:</i> 05/21/2009	Order Discharging Debtor(s)
	<i>Docket Text:</i> Order Discharging Both Debtors Signed on 5/21/2009 (RE: related document(s) 19 Meeting of Creditors Chapter 7 No Asset). (sbh)	
43	<i>Filed:</i> 05/23/2009 <i>Entered:</i> 05/24/2009	BNC Certificate of Notice
	<i>Docket Text:</i> BNC Certificate of Mailing (related document(s) 42) (RE: related document(s) 42 Order Discharging Debtor(s)). Service Date 05/23/2009. (Admin.)	
44	<i>Filed & Entered:</i> 06/22/2009	Order Discharging Trustee, Releasing Bond Liability and Closing Case
	<i>Docket Text:</i> Order Discharging Trustee, Releasing Bond Liability and Closing Case. The estate of the above named Debtor having been fully administered, it is ORDERED that: The accounts and report of the Trustee are hereby filed; the Trustee be and is hereby discharged as trustee of the estate of the above named debtor and the bond is cancelled; and the Chapter 7 case of the above named Debtor is closed. U.S. Bankruptcy Judge (Non-Image Entry) (sbh)	

PACER Service Center			
Transaction Receipt			
09/30/2014 13:24:26			
PACER Login:	mf1354:2923879:3945828	Client Code:	73214-0000001-14078
Description:	History/Documents	Search Criteria:	09-80380-JAC7 Type: History Docket Text: DisplayDktText
Billable Pages:	5	Cost:	0.50

Exhibit H

B6A (Official Form 6A) (12/07)

In re: Gwendell Lloyd Philpot Annette G. Philpot,
Debtors

Case No. _____
(If known)

SCHEDULE A - REAL PROPERTY

DESCRIPTION AND LOCATION OF PROPERTY	NATURE OF DEBTOR'S INTEREST IN PROPERTY	HUSBAND, WIFE, JOINT OR COMMUNITY	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION	AMOUNT OF SECURED CLAIM
503 Ferry Street NE Decatur, AL 35601	Fee Owner		\$ 333,800.00	\$ 288,296.44
Total >			\$ 333,800.00	

(Report also on Summary of Schedules.)

B6B (Official Form 6B) (12/07)

In re Gwendell Lloyd Philpot Annette G. Philpot
 Debtors

Case No. _____
 (If known)

SCHEDULE B - PERSONAL PROPERTY

TYPE OF PROPERTY	NONE	DESCRIPTION AND LOCATION OF PROPERTY	HUSBAND, WIFE, JOINT OR COMMUNITY	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
1. Cash on hand		Cash on Hand		5.00
2. Checking, savings or other financial accounts, certificates of deposit, or shares in banks, savings and loan, thrift, building and loan, and homestead associations, or credit unions, brokerage houses, or cooperatives.		Redstone Federal Credit Union		300.00
Checking, savings or other financial accounts, certificates of deposit, or shares in banks, savings and loan, thrift, building and loan, and homestead associations, or credit unions, brokerage houses, or cooperatives.		Regions Bank		300.00
3. Security deposits with public utilities, telephone companies, landlords, and others.		Decatur Utilities		150.00
4. Household goods and furnishings, including audio, video, and computer equipment.		Ordinaty household goods, TV, DVD, Computer, Stereo, Piano		1,200.00
5. Books, pictures and other art objects, antiques, stamp, coin, record, tape, compact disc, and other collections or collectibles.		Books, Wall prints, sculpture		500.00
6. Wearing apparel.		Clothing		100.00
7. Furs and jewelry.		jewelry		100.00
8. Firearms and sports, photographic, and other hobby equipment.	X			
9. Interests in insurance policies. Name insurance company of each policy and itemize surrender or refund value of each.	X			
10. Annuities. Itemize and name each issuer.	X			
11. Interests in an education IRA as defined in 26 U.S.C. § 530(b)(1) or under a qualified State tuition plan as defined in 26 U.S.C. § 529(b)(1). Give particulars. (File separately the record(s) of any such interest(s). 11 U.S.C. § 521(c).)		IRA- Citigroup		68.75
12. Interests in IRA, ERISA, Keogh, or other pension or profit sharing plans. Give particulars.	X			
13. Stock and interests in incorporated and unincorporated businesses. Itemize.	X			
14. Interests in partnerships or joint ventures. Itemize.	X			
15. Government and corporate bonds and other negotiable and nonnegotiable instruments.	X			
16. Accounts receivable.	X			

B6B (Official Form 6B) (12/07) -- Cont.

In re Gwendell Lloyd Philpot Annette G. Philpot,
Debtors

Case No. _____
(If known)

SCHEDULE B - PERSONAL PROPERTY

(Continuation Sheet)

TYPE OF PROPERTY	NONE	DESCRIPTION AND LOCATION OF PROPERTY	HUSBAND, WIFE, JOINT OR COMMUNITY	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
17. Alimony, maintenance, support, and property settlements to which the debtor is or may be entitled. Give particulars.	X			
18. Other liquidated debts owed to debtor including tax refunds. Give particulars.	X			
19. Equitable or future interests, life estates, and rights or powers exercisable for the benefit of the debtor other than those listed in Schedule A - Real Property.	X			
20. Contingent and noncontingent interests in estate of a decedent, death benefit plan, life insurance policy, or trust.	X			
21. Other contingent and unliquidated claims of every nature, including tax refunds, counterclaims of the debtor, and rights to setoff claims. Give estimated value of each.		Potential Lawsuit with nationwide \$20,0000.00		0.00
22. Patents, copyrights, and other intellectual property. Give particulars.		Copyrights- Peoples Bank, Ergaspace, Boga Grp, Trophx Logos, Golf Cart concepts		0.00
23. Licenses, franchises, and other general intangibles. Give particulars.	X			
24. Customer lists or other compilations containing personally identifiable information (as defined in 11 U.S.C. § 101(41A)) provided to the debtor by individuals in connection with obtaining a product or service from the debtor primarily for personal, family, or household purposes.	X			
25. Automobiles, trucks, trailers, and other vehicles and accessories.		1992 Lincoln Continetal Surrender		0.00
Automobiles, trucks, trailers, and other vehicles and accessories.		2006 VW Jetta SURRENDER		0.00
26. Boats, motors, and accessories.		Snark Sailboat Trolling Motor		50.00
27. Aircraft and accessories.	X			
28. Office equipment, furnishings, and supplies.		Books, File cabinets, chair, software, printer		500.00
29. Machinery, fixtures, equipment and supplies used in business.		Power Tools, Tool chest, Ladder, Saw		400.00
30. Inventory.	X			
31. Animals.	X			
32. Crops - growing or harvested. Give particulars.	X			
33. Farming equipment and implements.	X			
34. Farm supplies, chemicals, and feed.	X			
35. Other personal property of any kind not already listed. Itemize.	X			

B6B (Official Form 6B) (12/07) -- Cont.

In re Gwendell Lloyd Philpot Annette G. Philpot,
Debtors

Case No. _____
(If known)

SCHEDULE B - PERSONAL PROPERTY

(Continuation Sheet)

TYPE OF PROPERTY	NONE	DESCRIPTION AND LOCATION OF PROPERTY	HUSBAND, WIFE, JOINT OR COMMUNITY	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITH- OUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
<u>2</u> continuation sheets attached			Total >	\$ 3,673.75

(Include amounts from any continuation sheets
attached. Report total also on Summary of
Schedules.)

B6D (Official Form 6D) (12/07)

In re Gwendell Lloyd Philpot Annette G. Philpot
 Debtors

Case No. _____
 (If known)

SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS

☐ Check this box if debtor has no creditors holding secured claims to report on this Schedule D.

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE AND AN ACCOUNT NUMBER (See Instructions, Above.)	CODEBATOR HUSBAND, WIFE, JOINT OR COMMUNITY	DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
ACCOUNT NO. 2999289801 Citifinancial Auto PO Box 9575 Coppell, TX 75019 Citigroup Inc 399 Park Ave New York, NY 10043		VW Jetta 2006 VALUE \$0.00				19,169.82	0.00
ACCOUNT NO. Homecomings Financial c/o Sirote & Permutt PO Box 55727 Birmingham, AL 5255 Homecomings Financial PO Box 205 Waterloo, IA 50704		First Lien on Residence 503 Ferry St NE Decatur, AL 35601 VALUE \$333,800.00				216,796.94	0.00
ACCOUNT NO. 148831-L24 Redstone Federal Credit Union 220 Wynn Dr NW Huntsville AL 35893		Lincoln 1992 VALUE \$0.00				1,005.36	0.00

1 continuation sheets
 attached

Subtotal >
 (Total of this page)

Total >
 (Use only on last page)

\$ 236,972.12	\$ 0.00
\$	\$

(Report also on Summary of Schedules) (If applicable, report also on Statistical Summary of Certain Liabilities and Related Data.)

B6D (Official Form 6D) (12/07)- Cont.

In re Gwendell Lloyd Philpot Annette G. Philpot, Case No. _____
 Debtors (If known)

SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS

(Continuation Sheet)

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE AND AN ACCOUNT NUMBER (See Instructions, Above.)	CODEBTOR	HUSBAND, WIFE, JOINT OR COMMUNITY	DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
ACCOUNT NO. 148831-L69.1			Second Lien on Residence 503 Ferry St NE Decatur, AL 35601				71,296.44	0.00
Redstone Federal Credit Union 220 Wynn Dr NW Huntsville AL 35893			VALUE \$0.00					

Sheet no. 1 of 1 continuation
 sheets attached to Schedule of
 Creditors Holding Secured
 Claims

Subtotal >
 (Total of this page)

Total >
 (Use only on last page)

\$ 71,296.44	\$ 0.00
\$ 308,268.56	\$ 0.00

(Report also on Summary of
 Schedules) (If applicable, report
 also on Statistical
 Summary of Certain
 Liabilities and
 Related Data.)

Exhibit I

09-80380-JAC7 Gwendell Lloyd Philpot and Annette G. Philpot
Case type: bk **Chapter:** 7 **Asset:** No **Vol:** v **Judge:** Jack Caddell
Date filed: 02/03/2009 **Date of last filing:** 06/22/2009
Debtor discharged: 05/21/2009 **Joint debtor discharged:** 05/21/2009
Date terminated: 06/22/2009

Associated Cases

There Are No Case Associations For This Case

Other Filings by Same Debtor(s)

There Are No Case Filing Associations For This Case

PACER Service Center			
Transaction Receipt			
10/27/2014 16:25:09			
PACER Login:	mf1354:2923879:3945828	Client Code:	73214-0000001-14078
Description:	Associated Cases	Search Criteria:	09-80380-JAC7
Billable Pages:	1	Cost:	0.10

Exhibit J

B18 (Official Form 18) (12/07)

United States Bankruptcy Court
NORTHERN DISTRICT OF ALABAMA
Northern Division
400 Well Street
P. O. Box 2775
Decatur, AL 35602

Case No. 09-80380-JAC7

Chapter 7

In re Debtor(s) (name(s) used by the debtor(s) in the last 8 years, including married, maiden, trade, and address):

Gwendell Lloyd Philpot
503 Ferry Street NE
Decatur, AL 35601

Annette G. Philpot
503 Ferry Street NE
Decatur, AL 35601

Social Security / Individual Taxpayer ID No.:

xxx-xx-9478

xxx-xx-0042

Employer Tax ID / Other nos.:

DISCHARGE OF DEBTOR

It appearing that the debtor is entitled to a discharge,

IT IS ORDERED:

The debtor is granted a discharge under section 727 of title 11, United States Code, (the Bankruptcy Code).

BY THE COURT

Dated: 5/21/09

Jack Caddell
United States Bankruptcy Judge

SEE THE BACK OF THIS ORDER FOR IMPORTANT INFORMATION.

ATTENTION DEBTOR: IMPORTANT DOCUMENT! PLEASE KEEP FOR YOUR RECORDS!

**EXPLANATION OF BANKRUPTCY DISCHARGE
IN A CHAPTER 7 CASE**

This court order grants a discharge to the person named as the debtor. It is not a dismissal of the case and it does not determine how much money, if any, the trustee will pay to creditors.

Collection of Discharged Debts Prohibited

The discharge prohibits any attempt to collect from the debtor a debt that has been discharged. For example, a creditor is not permitted to contact a debtor by mail, phone, or otherwise, to file or continue a lawsuit, to attach wages or other property, or to take any other action to collect a discharged debt from the debtor. *[In a case involving community property:* There are also special rules that protect certain community property owned by the debtor's spouse, even if that spouse did not file a bankruptcy case.] A creditor who violates this order can be required to pay damages and attorney's fees to the debtor.

However, a creditor may have the right to enforce a valid lien, such as a mortgage or security interest, against the debtor's property after the bankruptcy, if that lien was not avoided or eliminated in the bankruptcy case. Also, a debtor may voluntarily pay any debt that has been discharged.

Debts That are Discharged

The chapter 7 discharge order eliminates a debtor's legal obligation to pay a debt that is discharged. Most, but not all, types of debts are discharged if the debt existed on the date the bankruptcy case was filed. (If this case was begun under a different chapter of the Bankruptcy Code and converted to chapter 7, the discharge applies to debts owed when the bankruptcy case was converted.)

Debts That are Not Discharged

Some of the common types of debts which are not discharged in a chapter 7 bankruptcy case are:

- a. Debts for most taxes;
- b. Debts incurred to pay nondischargeable taxes;
- c. Debts that are domestic support obligations;
- d. Debts for most student loans;
- e. Debts for most fines, penalties, forfeitures, or criminal restitution obligations;
- f. Debts for personal injuries or death caused by the debtor's operation of a motor vehicle, vessel, or aircraft while intoxicated;
- g. Some debts which were not properly listed by the debtor;
- h. Debts that the bankruptcy court specifically has decided or will decide in this bankruptcy case are not discharged;
- i. Debts for which the debtor has given up the discharge protections by signing a reaffirmation agreement in compliance with the Bankruptcy Code requirements for reaffirmation of debts; and
- j. Debts owed to certain pension, profit sharing, stock bonus, other retirement plans, or to the Thrift Savings Plan for federal employees for certain types of loans from these plans.

This information is only a general summary of the bankruptcy discharge. There are exceptions to these general rules. Because the law is complicated, you may want to consult an attorney to determine the exact effect of the discharge in this case.

Exhibit 3

Proposed Order

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

_____)
In re:)

Case No. 12-12020 (MG)

RESIDENTIAL CAPITAL, LLC, et al.,)

Chapter 11

Debtors.)
_____)

Jointly Administered

**ORDER GRANTING OBJECTION OF THE RESCAP BORROWER CLAIMS TRUST
TO CLAIM NUMBER 5067 FILED BY GWENDELL L. PHILPOT**

Upon the objection (the “Objection”)¹ of The ResCap Borrower Claims Trust (the “Borrower Trust”), as successor to Residential Capital, LLC and its affiliated debtors (collectively, the “Debtors”) with respect to Borrower Claims, seeking entry of an order, pursuant to section 502(b) of the Bankruptcy Code and Bankruptcy Rule 3007, disallowing and expunging the Philpot Claim (Claim No. 5067) on the ground that such claim has no basis in the Debtors’ Books and Records, all as more fully described in the Objection; and the Court having jurisdiction to consider the Objection pursuant to 28 U.S.C. §§ 157 and 1334; and consideration of the Objection and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Objection having been provided, and it appearing that no other or further notice need be provided; and upon consideration of the Objection and the Declaration of Kathy Priore annexed to the Objection as Exhibit 2; and the Court having found and determined that the relief sought in the Objection is in the best interests of the Borrower Trust, the Borrower

¹ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Objection.

Trust's beneficiaries, the Debtors, their estates, creditors, and other parties in interest, and that the legal and factual bases set forth in the Objection establish just cause for the relief granted herein; and the Court having determined that the Objection complies with the Borrower Claim Procedures set forth in the Procedures Order; and responses to the Objection, if any, having been resolved, withdrawn or otherwise overruled by this Order; and after due deliberation and sufficient cause appearing therefor, it is hereby

ORDERED that the relief requested in the Objection is granted to the extent provided herein; and it is further

ORDERED that, pursuant to section 502(b) of the Bankruptcy Code, the Philpot Claim is disallowed and expunged with prejudice; and it is further

ORDERED that Kurtzman Carson Consultants LLC, the notice and claims agent in these Chapter 11 Cases, is directed to disallow and expunge the Philpot Claim so that such claim is no longer reflected on the claims register maintained in the Chapter 11 Cases; and it is further

ORDERED that entry of this Order is without prejudice to the Borrower Trust's right to object to any other claims in these Chapter 11 Cases; and it is further

ORDERED that the Borrower Trust and the Debtors are authorized and empowered to take all actions as may be necessary and appropriate to implement the terms of this Order; and it is further

ORDERED that notice of the Objection, as provided therein, is deemed good and sufficient notice of such objection, and the requirements of Bankruptcy Rule 3007(a), the Case Management Procedures entered on May 23, 2012 [Docket No. 141], the Procedures Order, and the Local Bankruptcy Rules of this Court are satisfied by such notice; and it is further

ORDERED that the terms and conditions of this Order shall be immediately effective and enforceable upon its entry; and it is further

ORDERED that this Court shall retain jurisdiction to hear and determine all matters arising from or related to this Order.

Dated: _____, 2014
New York, New York

THE HONORABLE MARTIN GLENN
UNITED STATES BANKRUPTCY JUDGE