

MICHAEL A AND GLORIA S MCGUINTY

8708 53rd Terrace East Bradenton Florida 34211
Ph 941-752-6340 cell 941-799-0439

November 13, 2014

Most Honorable Judge 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

Court Docket: #7720

Document Name: Response to Motion (Amendment to Page 1) Filed by Gloria & Michael McGuinty

Date Filed: 11/6/2014

Related Documents

[2]

7702, 7552

Attached as the Court requested today November 13, 2014 are documents II thru LL which the print is not legible

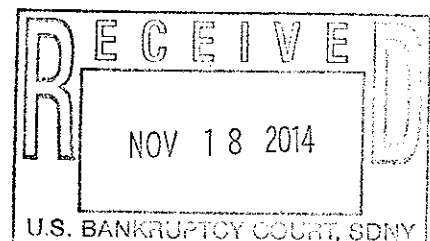
Gloria S. McGuinty ^{Sincerely} *Michael A. McGuinty*
Gloria McGuinty and Michael A McGuinty

cc Morrison & Foerster, OFF. Of US Trustee, Res Cap Borrowers Claims Trust, Res Cap Liquidating Trust

Mr. & Mrs. McGuinty
8708 53rd Terrace E
Bradenton, FL 34211

RES CAP CLAIM #5970
GMAC MORTGAGE #0654629422

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Mr. & Mrs. McGuinty
8708 53rd Terrace E
Bradenton, FL 34211

RES CAP CLAIM #5970
GMAC MORTGAGE #0654629422

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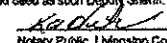
Now, this Indenture Witnesseth, That I, the Deputy Sheriff aforesaid, by virtue of and pursuant to the statute in such case made and provided, and in consideration of the sum of money so paid aforesaid, have granted, conveyed, bargained and sold, and by this deed do grant, convey bargain and sell unto the grantee, its successors and assigns, Forever, All the estate, right title and interest which the said Mortgagor had in said land and tenements and every part thereof, on the 12th day of August, 2003 that being the date of said mortgage, or at anytime thereafter, To Have and to Hold the said lands and tenements and every part thereof to the said grantee, its successors and assigns forever, to their sole use, benefit and behoove forever, as fully and absolutely as I the Deputy Sheriff aforesaid, under the authority aforesaid, might, could or ought to sell the same.

IN WITNESS WHEREOF, I HAVE SET MY HAND AND SEAL, THE DATE AND YEAR FIRST ABOVE WRITTEN.


B. Byrnie (Seal)
Deputy Sheriff in and for the County of Livingston

STATE OF MICHIGAN
COUNTY OF Livingston ss.

On this 18th day of May, 2011, before me, a Notary Public in and for said County of Livingston, came B. Byrnie, a Deputy Sheriff of said County, known to me to be the individual described in and who executed the above conveyance, and who acknowledged that he executed the same to be his free act and deed as such Deputy Sheriff.


K. A. Hutchins
Notary Public, Livingston County, Michigan
My Commission Expires April 14, 2017
My Commission
expires _____
Acting in _____ County, Michigan

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Mr. & Mrs. McGuinty
8708 53rd Terrace E
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RES CAP CLAIM #5970
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Schneiderman & Sherman, P.C.

SCHNEIDERMAN & SHERMAN, P.C., IS ATTEMPTING TO
COLLECT A DEBT. ANY INFORMATION WE OBTAIN WILL
BE USED FOR THAT PURPOSE. PLEASE CONTACT OUR
OFFICE AT (203)328-7300 IF YOU ARE IN ACTIVE MILITARY
DUTY.

MORTGAGE SALE - Default has been made in the conditions
of mortgage made by (GLORIA MC GUINTY) AKA GLORIA
MC GUINTY, TRUSTEE OF THE GLORIA MC GUINTY
REVOCABLE LIVING TRUST DATED 11/8/1986, AS
AMENDED, to Mortgage Electronic Registration Systems, Inc.
(MERS), solely as nominee for lender and lender's successors
and assigns. Mortgage, dated August 22, 2003, and recorded
on November 18, 2003, in Liber 4283, on Page 600, and
assigned by said mortgage to GMAC MORTGAGE, LLC, as
assignee, Livingston County Records, Michigan, on which
mortgage there is stated to be due at the date hereof the sum
of Two Hundred Forty-Five Thousand Three Hundred Forty-Four
Dollars and Forty-Two Cents (\$245,344.42), including interest at
5.750% per annum.

Under the power of sale contained in said mortgage and the
statute in such case made and provided, notice is hereby given
that said mortgage will be foreclosed by a sale of the mortgaged
premises, or some part of them, at public venue, at the State
Entrance to the Judicial Center, 204 S. High Street in the
City of Detroit, Michigan at 12:00 AM a.m. on May 18, 2011
[said premises are located in Livingston County, Michigan and
are described as:

UNIT 3, COUNTRY CLUB MANOR OF OAK POINTE,
ACCORDING TO THE MASTER DEED RECORDED IN
LIBER 1748, PAGE 018, LIVINGSTON COUNTY RECORDS,
AND DESIGNATED AS LIVINGSTON COUNTY
CONDOMINIUM NO. 58, TOGETHER WITH RIGHTS IN
GENERAL COMMON ELEMENTS AND LIMITED COMMON
ELEMENTS AS SET FORTH IN THE ABOVE MASTER DEED
AND DESCRIBED IN ACT 58 OF THE PUBLIC ACTS OF
1978, AS AMENDED.

The redemption period shall be 6 months from the date of such
sale unless determined abandoned in accordance with 1340CL
600.3241a, in which case the redemption period shall be 30
days from the date of such sale.

GMAC MORTGAGE, LLC
Mortgage Assignee

Schneiderman & Sherman, P.C.
23035 Research Drive, Suite 300
Farmington Hills, MI 48335

EVIDENCE OF SALE

(Affidavit of Posting)

STATE OF MICHIGAN,
ss.
COUNTY OF LIVINGSTON

C. BURK being duly sworn, deposes
that on the 25 day of APR, 2011 A.D.,

he/she posted a notice, a true copy of which is annexed hereto,
in a conspicuous place upon the premises described in said
notice by attaching the same in a secure manner to

FLINT, 4957 RoundTree BLVD

C. BURK C. BURK

Subscribed and sworn before me on this

25 day of APR, 2011 A.D.

[Signature]
Notary Public [Signature] County, Michigan.
My commission expires 6/1/2015
Acting in _____ County, Michigan.

CIRCLE IF ☐ Vacant
☐ Multi-Unit ☐ Upper Unit ☐ Lower Unit
☐ Multi-Address ☐ Unit 1 ☐ Unit 2 ☐ Unit A ☐ Unit B
☐ Condo ☐ Manufactured Home ☐ No Dwelling

FORM
Attorney Office Schneiderman & Sherman, Schneiderman
Attorney Fee: GMAC 0107
Notice: 927041

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Mr. & Mrs. McGuinty
8708 53rd Terrace E
Bradenton, FL 34211

RES CAP CLAIM #5970
GMAC MORTGAGE #0654629422

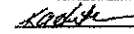
12-12020-mg Doc 7727-38 Filed 11/07/14 Entered 11/07/14 18:07:33 Exhibit KK
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(Affidavit of Auctioneer)

STATE OF MICHIGAN,)
COUNTY OF LIVINGSTON) ss.

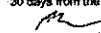
B. Byerle being first duly sworn, deposes and says that he is a Deputy Sheriff of said Livingston County; that he acted as auctioneer, and made the sale as described in the annexed deed pursuant to the annexed printed notice; that said sale was opened at 10:00 AM on the 18th day of May, 2011, at the Main entrance to the Judicial Center, 204 S. Highland Ave. in the City of Howell, Michigan, that that being the place of holding the Circuit Court in said Livingston County, and said sale was kept open for the space of one hour; that the highest bid for the land and tenements therein described was the sum of \$247,837.58 (Two Hundred Forty Seven Thousand Five Hundred Thirty Seven Dollars and Fifty Nine Cents) made by FEDERAL NATIONAL MORTGAGE ASSOCIATION, that said sale was in all respects open and fair and that he did strike off and sell the said lands and tenements fairly and in good faith, as deponent verily believes.


B. Byerle
Deputy Sheriff for Livingston County

Subscribed and sworn to before me this 18th day of May, 2011. K. A. Hutchins
Notary Public, Livingston County, MI

My Commission Expires April 14, 2017
Notary Public in _____ County, Michigan
My Commission Expires: _____
Acting in _____ County, Michigan

STATE OF MICHIGAN,)
COUNTY OF LIVINGSTON) ss.

I DO HEREBY CERTIFY, that the last day to redeem is November 18, 2011 after which the with Sheriff's Deed will become operative, unless determined abandoned within 1946CL 600.5241a, in which case the redemption period shall be 30 days from the date of such sale; unless redeemed according to the law, in such case made and provided.


B. Byerle
Deputy Sheriff for Livingston County, Michigan

This instrument drafted by:
Sheri M. Tremont
Schneiderman & Sherman, P.C.
23538 Research Drive, Suite 300
Farmington Hills, MI 48335

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Mr. & Mrs. McGuinty
8708 53rd Terrace E
Bradenton, FL 34211

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NON-MILITARY AFFIDAVIT

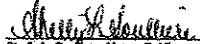
State of Michigan }
County of Oakland } ss.

The undersigned, being first duly depose, says that upon investigation he/she is informed and believes that none of those person(s) named in the attached notice of mortgage foreclosure, nor any person upon whom any of those person(s) named were dependent, were in the military service of the United States at the time of sale or for the six (6) months prior thereto.

Deposent further states that this affidavit is made for the purpose of preserving a record and clearing title by virtue of (a) the Servicemembers Civil Relief Act (formerly entitled Soldiers' and Sailors' Civil Relief Act of 1940), as amended; (b) the Military Reservist Act of 1991; and (c) Sections 3186 and 3285 of the Michigan Revised Judicature Act (MCL 600.3186 and 600.3285).


S. M. Cyrille

Subscribed and sworn to before me this 11th day of May, 2011.


Shelly L. Soulliere, Notary Public
Oakland County, State of Michigan
My Commission Expires: Feb. 13, 2013
Acting in Oakland County, Michigan

File No. GMAC.010771
Mortgagor Name: MC GUINITY AKA GLORIA MCGUINITY
Property Address: 4757 ROUNDTREE DRIVE, BRIGHTON, MI 48116

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Mr. & Mrs. McGuinty
8708 53rd Terrace E
Bradenton, FL 34211

RES CAP CLAIM #5970
GMAC MORTGAGE #0654629422

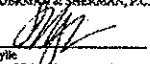
12-12020-mg Doc 7727-38 Filed 11/07/14 Entered 11/07/14 18:07:33 Exhibit KK
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AFFIDAVIT OF COMPLIANCE WITH
2009 PA 29, 30 AND 31, MCL 600.3204 THROUGH 600.3205B

On May 11, 2011, S. M. Cuyile, an employee of Schneiderman & Sherman, P.C., being duly sworn, states as follows:
1. This affidavit is given pursuant to Act Nos. 29, 30 and 31 of Michigan Public Acts of 2009 (MCL 600.3204 through 600.3205b).
2. I am authorized to submit this Affidavit on behalf of GMAC MORTGAGE, LLC, and the person designated under Section 3205a (1)(c) (herein "Designee"), collectively herein "Mortgagee". I have knowledge of the facts stated herein and am competent to testify concerning such facts.
3. Mortgagee fully complied with the requirements and procedures set by 2009 PA 29, 30 and 31, MCL 600.3204 through 600.3205b.
4. Mortgagee served written notice upon GLORIA MCGUINITY AKA GLORIA MCGUINITY (herein "borrower(s)") in the form and manner required by Section 3205a (3) and (3)-a copy of said notice is attached hereto as Exhibit A. Said notice enclosed the list of housing counselors prepared by the Michigan State Housing Development Authority (MSHDA) available for viewing at MSHDA's website as of the date of mailing.
5. Within seven (7) days of serving the notice referenced in paragraph no. 4, Mortgagee published notice in the form and manner required by Section 3205a(4) as evidenced by the Affidavit of Publication attached hereto as Exhibit B.
6. Borrower(s) has(have) contacted a housing counselor and/or requested a meeting with the Designee, borrower(s) has(have) been provided with a copy of any calculations made under Section 3502c by the Designee, and, if requested by borrower(s), a copy of the program, process or guidelines under which the determination under 3502c (1) was made, but at least ninety (90) days have passed since November 17, 2010, the said Mortgagee served the written notice as required by Section 3205a (1) and (2), and either:
a. The Mortgagee has determined that borrower(s) does(do) not satisfy the modification criteria guidelines defined in Section 3205c (3), (2) or (3); or
b. The Mortgagee has in good faith offered borrower(s) a modification agreement in accordance with the modification determination, but, for reasons not related to any action or inaction of the Mortgagee or mortgage services, borrower(s) has(have) not executed and returned the modification agreement within fourteen (14) days after borrower(s) received the agreement; or
c. The borrower did not participate in this process under Section 3205c; or
d. The property is not occupied as a primary residence.

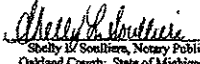
SCHNEIDERMAN & SHERMAN, P.C.

STATE OF MICHIGAN)
COUNTY OF OAKLAND) as

By: 
S. M. Cuyile
Employee of Schneiderman & Sherman, P.C.

On this Eleventh day of May, 2011 before me, a Notary Public, personally appeared S. M. Cuyile, an employee of Schneiderman & Sherman, P.C., who executed the above AFFIDAVIT OF COMPLIANCE WITH 2009 PA 29, 30 AND 31, MCL 600.3204 THROUGH 600.3205B and acknowledged the same to be her free act and deed.

Drafted by and when recorded return to:
S. M. Cuyile
Schneiderman & Sherman, P.C.
21918 Research Drive, Suite 300
Farmington Hills, Michigan 48335


Shelby H. Seeliger, Notary Public
Oakland County, State of Michigan
My Commission Expires: Feb. 13, 2013
Acting in Oakland County, Michigan

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Mr. & Mrs. McGuinty
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RES CAP CLAIM #5970
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**SCHNEIDERMAN
& SHERMAN, P.C.**

Peter M. Schneiderman
Wall R. Sherman
Michael C. Levy
Douglas A. Lipkind

Erin A. Nelson
Andrew J. Hubbs
Brett A. Bortler
John R. Kane
James M. Parker

Debra J. Chagelinski
*Also admitted to CO and TX
**Also admitted to IL

**BORROWER'S RIGHT TO REQUEST MEDIATION
PRIOR TO COMMENCEMENT OF FORECLOSURE**

SSPC Reference No: GMAC#18771
Date of Notice: November 17, 2010

Gloria McGuinty Aka Gloria McGuinty
4157 Roundtree Drive
BRIGHTON, MI 48116

Via First Class Mail and Certified Mail
Restricted Delivery
Return Receipt Requested
Certified No: 7419164040104340533

Also Mailed to: 8708 53RD TERRACE E BRADENTON, FL 34211

Re: **GMAC MORTGAGE, LLC / Borrower's Right to Request Mediation Prior to
Commencement of Foreclosure**

Dear Gloria McGuinty Aka Gloria McGuinty:

1. WHY IS THIS LETTER BEING SENT?

Please be advised that your mortgage loan at GMAC MORTGAGE, LLC, account # [REDACTED] 9422, is in default. It is in default because you have not made your monthly mortgage payment(s). As of the date of this letter, the outstanding amount due GMAC MORTGAGE, LLC is \$235,239.45. Such amount includes fees and costs to date.

2. WHO DO I CONTACT AT GMAC MORTGAGE, LLC?

GMAC MORTGAGE, LLC, has authorized Schneiderman & Sherman, P.C. to be their Designated Agent.

3. HOW DO I CONTACT GMAC MORTGAGE, LLC'S DESIGNATED AGENT?

Schneiderman & Sherman, P.C.
c/o Designated Agent Department
22934 Research Drive, Suite 300
Farmington Hills, Michigan 48335
248-439-7400 x240 to schedule Mediation hearings
248-439-7400 x213 for reinstatement and document operations
248-439-7401 Fax/Email
Web - Contact us through our website at www.sspcland.com. Click on the blue bar located beneath our logo which reads "MEDIATION REQUEST".

4. WHAT IS THE TIME FRAME TO REQUEST MEDIATION?

You, as borrower(s), have the right, within fourteen (14) days from the date this notice is sent, to request a meeting with us as the Designated Agent for GMAC MORTGAGE, LLC to attempt to work out a modification of your mortgage loan.

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Mr. & Mrs. McGuinty
8708 53rd Terrace E
Bradenton, FL 34211

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5. CAN I HAVE A HOUSING COUNSELOR ATTEND THE MEDIATION HEARING?

You may also request a housing counselor to attend the meeting. A list of the housing counselors (attached hereto) who may attend the meeting has been prepared by the Michigan State Housing Development Authority ("MSHDA"). To contact a housing counselor please contact MSHDA at:

Michigan State Housing Development Authority
735 E. Michigan Avenue
P.O. Box 2004
Lansing, MI 48909
Website: www.michigan.gov/mshda
Tel: (866) 946-7432

6. IF I REQUEST MEDIATION WILL THE COMMENCEMENT OF FORECLOSURE BE ADJOURNED?

If you request a meeting with us as the Designated Agent for GMAC MORTGAGE, LLC, we will not commence foreclosure proceedings until ninety (90) days from the date of this notice.

7. IF A MODIFICATION AGREEMENT IS AGREED UPON, WILL THE COMMENCEMENT OF FORECLOSURE BE CANCELLED?

If you and us as the Designated Agent reach an agreement to modify the mortgage loan, no foreclosure will be commenced if you abide by the terms of the mortgage modification.

8. WHAT HAPPENS IF NO AGREEMENT TO MODIFY THE MORTGAGE IS AGREED UPON?

If you and us, as the Designated Agent for GMAC MORTGAGE, LLC, do not agree to modify the mortgage loan, but you meet the criteria for a modification under Public Act 29 of 2009, Section 3205c(1), then "foreclosure by advertisement" will not be allowed under State of Michigan law. The mortgage foreclosure will then be commenced judicially in the State of Michigan Circuit Court where the property is located.

9. DO I HAVE THE RIGHT TO CONTACT AND/OR BRING AN ATTORNEY TO THE MEDIATION?

You have the right to contact an attorney of your choice to assist you, or in the alternative you may contact the State Bar of Michigan Lawyers Referral Service at

State Bar of Michigan Lawyers Referral Service
Michael Franck Building
306 Townsend Street
Lansing, MI 48933-2012
Tel: (800) 968-0738

You further have the right to contact the local Legal Aid Office serving the area in which the property is located. A list of local Legal Aid Offices is attached to this letter.

To the extent your original obligation has been discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this notice is for compliance and/or informational purposes only and/or is notice of the creditor's intent to enforce a lien against the property and does not constitute a demand for payment or an attempt to impose personal liability for such obligation.

Very truly yours,
Schneiderman & Sherran, P.C.

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Exh. b. + c

Mr. & Mrs. McGuinty
8708 53rd Terrace E
Bradenton, FL 34211

RES CAP CLAIM #5970
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**AFFIDAVIT OF PURCHASER AT FORECLOSURE SALE
TO BE RECORDED WITH SHERIFF'S DEED**

On May 11, 2011, S. M. Coyile, an employee of Schneiderman & Sherman, P.C., being duly sworn, states as follows:

1. This Affidavit is given pursuant to Act No. 531 of Michigan Public Acts of 2004 to amend 1961 Public Act 236 by amending MCL 600.3247, 600.3140, 600.3240, 600.6062 and 600.6066, section 2567 as amended by 2002 Public Act 698 and section 2340 as amended by 2000 Public Act 340.

2. I am authorized to submit this Affidavit on behalf of FEDERAL NATIONAL MORTGAGE ASSOCIATION, the "Purchaser". I have knowledge of the facts stated herein and am competent to testify concerning such facts regarding a foreclosure sale scheduled for 18th day of May, 2011, with respect to certain real property commonly known as: 4237 ROUNDTREE DRIVE, BRIGHTON, MI 48116. THIS AFFIDAVIT MAY ONLY BE RECORDED AND USED BY THE PURCHASER DESCRIBED HEREIN IN THE EVENT IT IS THE SUCCESSFUL PURCHASER OF THE PROPERTY. NO OTHER PURCHASER MAY UTILIZE THIS AFFIDAVIT.

3. The last date the Property can be redeemed is 11/18/2011. ANY REDEEMING PARTY SHOULD NOTE THAT THIS DATE MAY CHANGE AS SET FORTH IN SUBSEQUENT AFFIDAVITS OR AS PROVIDED BY APPLICABLE MICHIGAN LAW.

4. The amount necessary to redeem the Property is \$247,527.45, plus interest at a per diem rate of \$39 from the date of sale to the date of redemption, plus any additional amounts that may be added pursuant to MCLA Section 600.3240(4). ANY REDEEMING PARTY SHOULD NOTE THAT THIS AMOUNT MAY INCREASE to include any amounts paid by the Purchaser described herein for taxes, amounts necessary to redeem senior liens, condominium assessments, homeowners association assessments, community association assessments, insurance premiums, or any other amounts as provided by MCLA 600.3240(4), as well as interest thereon at the interest rate specified in the mortgage from the date of the payment to the date of redemption.

5. The Purchaser described herein has designated Schneiderman & Sherman, P.C. as its designee responsible to assist an appropriate person redeeming the Property in computing the exact amount required to redeem the Property and to receive redemption funds. If you choose to utilize this assistance, contact MARY KISH at Schneiderman & Sherman, P.C., 23938 Research Drive, Suite 500, Farmington Hills, Michigan 48335, telephone (248) 539-7400 x220. Pursuant to statute, a fee of \$200.00 will be charged to use the assistance of Schneiderman & Sherman, P.C.

FURTHER DEPOSITOR SAYETH NOT.

STATES OF MICHIGAN)
COUNTY OF OAKLAND) ss

SCHNEIDERMAN & SHERMAN, P.C.
By: 
S. M. Coyile

On this 11th day of May, 2011, before me, a Notary Public, personally appeared S. M. Coyile, who executed the above Affidavit of Purchaser and acknowledged the same to be her free act and deed.


Shelly L. Scullione, Notary Public
Oakland County, State of Michigan
My Commission Expires: Feb. 13, 2013
Acting in Oakland County, Michigan

Drafted by and when recorded return to:
Sheri Tremonti
Schneiderman & Sherman, P.C.
23938 Research Drive, Suite 500
Farmington Hills, Michigan 48335

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