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**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
-----)	

**THE RESCAP BORROWER CLAIMS TRUST'S OBJECTION TO THE MOTION
FILED BY MICHAEL DOCKERY SEEKING TO ALLOW A LATE-FILED
CLAIM TO BE TREATED AS TIMELY FILED**



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STATUTES

Mass. Gen. Laws ch. 93A, § 2(a), *available at*
 <https://malegislature.gov/Laws/GeneralLaws/PartI/TitleXV/Chapter93A> (last visited
 Nov. 20, 2014)3

The ResCap Borrower Claims Trust (the “Borrower Trust”), established pursuant to the terms of the Chapter 11 Plan¹ confirmed in the above-captioned bankruptcy cases (the “Chapter 11 Cases”), as successor in interest to the above-captioned debtors (collectively, the “Debtors”) with respect to Borrower Claims (defined below), hereby submits this objection (the “Objection”) to the *Motion to Allow Late Filed Claim to be Treated as Timely Filed* [Docket No. 7585] (the “Motion”) filed by Michael Dockery (the “Movant”). In support of the Objection, the Borrower Trust submits the declaration of Kathy Priore, Associate Counsel for the ResCap Liquidating Trust (the “Priore Declaration”), annexed hereto as Exhibit 1, the declaration of Justin M. Fabella, attorney with Hinshaw & Culbertson LLP (the “Fabella Declaration”), annexed hereto as Exhibit 2, and the declaration of P. Joseph Morrow, Director of Corporate Restructuring Services for Kurtzman Carson Consultants LLC, the claims and noticing agent retained by the Debtors (the “Morrow Declaration”), annexed hereto as Exhibit 3. In further support of the Objection, the Borrower Trust respectfully represents as follows:

PRELIMINARY STATEMENT

1. The Motion should be denied because the Movant has failed to demonstrate that the Debtors did not provide Movant with sufficient notice of the Bar Date (defined below). Service of the notice of the claims Bar Date on the Movant at the Movant’s Address (defined below) and on Movant’s then counsel was proper service, and the Movant cannot satisfy the standards for excusable neglect applicable in this District so as to permit the Movant to file an untimely proof of claim.

¹ Terms defined in this paragraph and the Preliminary Statement shall have the meanings ascribed to such terms in the Objection.

BACKGROUND

I. GENERAL BACKGROUND

2. On December 11, 2013, the Court entered an *Order Confirming Second Amended Joint Chapter 11 Plan Proposed by Residential Capital, LLC et al. and the Official Committee of Unsecured Creditors* (the “Confirmation Order”) approving the terms of the Chapter 11 plan, as amended (the “Plan”), filed in these Chapter 11 Cases [Docket No. 6065]. On December 17, 2013, the Effective Date (as defined in the Plan) of the Plan occurred, and, among other things, the Borrower Trust and the ResCap Liquidating Trust were established [Docket No. 6137].²

3. 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. THE UNDERLYING PROCEEDINGS, ENTRY OF THE BAR DATE ORDER, AND RELATED NOTICE OF THE BAR DATE

A. Litigation Between Debtors and Movant

4. On August 16, 2005, the Movant executed a promissory note (the “Note”) and mortgage (the “Mortgage” and together with the Note, the “Loan”) in the original principal

² 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.

amount of \$348,000 with Union Capital Mortgage Business Trust in connection with the Movant's real property located at 255 Court Street, Brockton, Massachusetts 02302. See Priore Declaration ¶ 5; see also Dockery Mortgage and Note at Exhibit A annexed to Priore Declaration. Based on a statement included in *Defendant's Statement of Reasons in Support of Its Opposition to Plaintiff's Motion for Relief from Judgment*,³ a copy of which is annexed to the Motion at Exhibit B, filed by 21st Mortgage Corporation in the Dockery Action (as discussed below) (the "21st Mortgage's Statement"), upon information and belief, this property is not the Movant's residence. The Movant's home address, as reflected in the Debtors' records at the time of the Petition Date, is: 46 Sharon Street, Brockton, Massachusetts 02302 (the "Movant's Address").

5. As part of the Debtors' sale of assets to Ocwen Loan Servicing, LLC ("Ocwen") and Berkshire Hathaway, Inc. ("Berkshire"), which closed in February of 2013, the Movant's Loan was acquired by Berkshire and the right to service the Loan was acquired by Ocwen. See Priore Declaration ¶ 6. GMAC Mortgage, LLC ("GMACM") acted as servicer for the Loan prior to the closing of the asset sales. See id. On February 16, 2013, servicing transferred from GMACM to Ocwen. See id. Upon information and belief, on or about November 4, 2013, Ocwen assigned the servicing of the Loan to 21st Mortgage Corporation.⁴ See id. Also, upon information and belief, at present, 21st Mortgage Corporation is the current holder of the Note and Mortgage.⁵ See id.

³ 21st Mortgage's Statement is appended to the Motion.

⁴ This statement is based on the representation made by 21st Mortgage Corporation in the 21st Mortgage's Statement.

⁵ This statement is based on the representation made by 21st Mortgage Corporation in the 21st Mortgage's Statement.

6. On or about November 2, 2007, the Movant filed a complaint (the “Complaint”) against GMACM with the Commonwealth of Massachusetts Superior Court Department of the Trial Court, Plymouth County (the “Plymouth Superior Court”), Case No. 2007-1433A (the “Dockery Action”). A copy of the Complaint is annexed hereto as Exhibit 4. Upon information and belief, in the Complaint, the Movant asserted that GMACM breached the terms of the Loan and alleged that GMACM violated Massachusetts General Laws, Chapter 93A.⁶ The Movant’s Complaint sought money damages against GMACM related to GMACM’s purportedly wrongful acts and omissions in servicing the Loan from 2005 to 2007, as well as an order directing GMACM “to take all actions to restore the credit rating of the Plaintiff.” See id.

7. On October 6, 2011, after a jury trial held in September 2011, the Plymouth Superior Court entered an order in favor of GMACM (the “Judgment”). A copy of the docket in the Dockery Action is annexed hereto as Exhibit 5. As Dockery states in the Motion, “the jury returned a verdict in favor of GMAC[M] on the issues presented, which included terms of the mortgage and whether or not the terms were violated by Dockery.” See Motion ¶ 2; see also 21st Mortgage’s Statement, a copy of which is attached to the Motion at Ex. B (noting 21st Mortgage Corporation’s discussion of the procedural posture of the Dockery Action).

8. On October 24, 2011, Dockery, acting *pro se*, filed a notice of appeal. A copy of the Notice of Appeal is annexed hereto as Exhibit 6.

9. On March 14, 2012, GMACM filed a motion to dismiss the appeal. See Dockery Action Docket at Exhibit 5.

⁶ Chapter 93A of the Massachusetts General Laws, titled “Regulation of Business Practices for Consumers Protection,” provides that a person’s use or employment of “unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce are hereby declared unlawful. See Mass. Gen. Laws ch. 93A, § 2(a), *available at* <https://malegislature.gov/Laws/GeneralLaws/PartI/TitleXV/Chapter93A> (last visited Nov. 20, 2014).

10. On April 11, 2012, Dockery filed a notice of intent to file a Rule 60(b) motion. See Dockery Action Docket at Exhibit 5.

11. On June 6, 2012, GMACM filed a Notice of Bankruptcy and Effect of Automatic Stay with the Plymouth Superior Court in connection with the Dockery Action. See Priore Declaration ¶ 7; see also Notice of Bankruptcy as Exhibit B annexed to the Priore Declaration.

12. On or about March 28, 2014, the Movant filed a motion (the “Relief from Judgment Motion”)⁷ with the Plymouth Superior Court requesting that the court vacate the Judgment and set a new trial that would, among other things, include evidence purportedly excluded from the jury trial. See Motion at Ex. A, (*Affidavit of Plaintiff, Michael Dockery Pro Se in Support of the Motion for Relief from Judgment*).

13. On May 14, 2014, 21st Mortgage Corporation, as holder of the Mortgage and Note, filed an objection to the Relief from Judgment Motion, requesting that the Plymouth Superior Court, among other things, enter an order denying the relief sought in the motion and directing the Movant to pursue claims in the Chapter 11 Cases. See Motion at Ex. B.

14. On July 2, 2014, a Clerks’ Notice was filed in the Dockery Action, stating that the Plymouth Superior Court would not take any action on the Relief from Judgment Motion in light of the automatic stay that remains in full force and effect in the Chapter 11 Cases. See Motion at Ex. C.

15. As of the date of this Objection, Dockery’s appeal and the Relief from Judgment Motion are pending.

⁷ In the Motion, Dockery refers to this pleading as his “Rule 60(b) Motion,” though he only appends an affidavit in support of said motion.

B. Debtors' Notices to the Movant of the Commencement of the Chapter 11 Cases and the Bar Date

16. Shortly following the Petition Date, the Movant was served with notice of the pendency of the Debtors' Chapter 11 Cases at the Movant's Address. See Morrow Declaration ¶ 5 and Affidavit of Service by Clarissa D. Cu, attached to Morrow Declaration as Exhibit A; see also Affidavit of Kurtzman Carson Consultants, LLC [Docket No. 336]. In addition, the Movant's then counsel, Dilday & Associates LLC of Boston, Massachusetts ("Dilday"), was also served with notice of the pendency of the Debtors' Chapter 11 Cases.⁸ See Morrow Declaration ¶ 6; see also Affidavit of Service by Clarissa D. Cu, attached as Exhibit A to Morrow Declaration.

17. On or about July 3, 2012, the Debtors filed the *Amended Schedules of Assets and Liabilities for GMAC Mortgage, LLC (Case No. 12-12032)* [Docket No. 685]. See GMACM Amended Schedules listing Dockery Action, the relevant pages of which are annexed hereto as Exhibit 7. The Dockery Action was listed on Schedule F-3, General Litigation, Creditors Holding Unsecured Claims, and Dilday noted as the contact party and address in connection with the Movant's prepetition litigation. See id. The Dockery Action was listed as having a "Contingent, Unliquidated, and Disputed" claim and as having an "Unknown" claim amount. See id.

⁸ The Movant was represented by Keith Slattery of the Law Office of Keith Slattery in the Dockery Action through the trial. See Dockery Action Docket at Exhibit 5; see also Fabella Declaration ¶ 4. Following the trial of the Dockery Action and the Plymouth Superior Court's entry of the Judgment in favor of GMACM, it is the Borrower Trust's understanding that the Movant retained a new lawyer of Dilday & Associates LLC of Boston, Massachusetts ("Dilday") to be involved in settlement negotiations regarding the Movant's claims against GMACM. See id. Upon information and belief, Dilday represented the Movant as of the Petition Date, and therefore, Dilday is reflected in the Debtors' records as the Movant's then counsel. See id.; see also Copies of Letter from Dilday to Hinshaw & Culbertson LLP ("Hinshaw"), GMACM's counsel for the Dockery Action, dated December 16, 2011, and Letters from Hinshaw to Dilday, dated December 22, 2011 and February 24, 2012, respectively, attached to the Fabella Declaration as Exhibit A. Accordingly, it was appropriate that KCC served the Bar Date Notice, as well as other notices related to the Chapter 11 Cases, to the Movant individually as well as to his counsel, Dilday.

18. On August 29, 2012, this Court entered the *Order Establishing Deadline for Filing Proofs of Claim and Approving the Form and Manner of Notice Thereof* [Docket No. 1309] (the “Bar Date Order”), establishing November 9, 2012 as the general claims bar date (the “Bar Date”).⁹

19. Attached to the Bar Date Order is a form of notice regarding the Bar Date (the “Bar Date Notice”). The Bar Date Notice states that, subject to certain exceptions not applicable here “You **MUST** file a proof of claim to vote on a Chapter 11 plan filed by the Debtors or to share in distributions from the Debtors’ bankruptcy estates if you have a claim that arose before the filing of the Debtors’ Chapter 11 petitions on the Petition Date . . . even if such claims are not now fixed, liquidated or certain or did not mature or become fixed, liquidated or certain before the Petition Date.” Bar Date Notice ¶ 1. In addition, the Bar Date Notice states that, with respect to holders of claims listed on the Debtors’ Schedules:

If you agree with the nature, amount and status of your claim as listed on the Debtors’ Schedules, and if you do not dispute that your claim is against only the specified Debtor, and if your claim is not described as “disputed,” “contingent,” or unliquidated,” you need not file a proof of claim. Otherwise, or if you decide to file a proof of claim, you must do so before the applicable Bar Date in accordance with the procedures set forth in this Notice.

Bar Date Notice ¶ 7. The Bar Date Notice further states:

ANY HOLDER OF A CLAIM THAT IS NOT EXCEPTED FROM THE REQUIREMENTS OF THE BAR DATE ORDER, AS DESCRIBED IN SECTION 4 ABOVE, AND THAT FAILS TO TIMELY FILE A PROOF OF CLAIM IN THE APPROPRIATE FORM WILL BE FOREVER BARRED, ESTOPPED AND ENJOINED FROM ASSERTING SUCH CLAIM AGAINST THE DEBTORS, THEIR SUCCESSORS, THEIR CHAPTER 11 ESTATES AND THEIR RESPECTIVE PROPERTY OR FILING A PROOF OF CLAIM WITH RESPECT TO SUCH CLAIM, FROM VOTING ON ANY PLAN OF REORGANIZATION FILED IN THESE CASES AND FROM PARTICIPATING IN ANY DISTRIBUTION IN THE

⁹ The Court subsequently entered an *Order Extending Deadline for Filing Proofs of Claim* [Docket No. 2093], extending the Bar Date to November 16, 2012.

**DEBTORS' CASES ON ACCOUNT OF SUCH CLAIM OR RECEIVING
FURTHER NOTICES REGARDING SUCH CLAIM.**

Bar Date Notice ¶ 6.

20. In accordance with the Bar Date Order, on or before September 7, 2012, Kurtzman Carson Consultants, LLC (“KCC”), the Debtors’ claims and noticing agent, served a copy of the Bar Date Notice on the Movant, through his then counsel, Dilday.¹⁰ See Morrow Declaration ¶ 7; see also Affidavit of Service by Clarissa D. Cu, attached as Exhibit A to Morrow Declaration.

21. In addition, on or before October 5, 2012, KCC served a copy of the Bar Date Notice on the Movant at the Movant’s Address. See Morrow Declaration ¶ 8; see also Affidavit of Service by Clarissa D. Cu, attached as Exhibit A to Morrow Declaration.

22. Nearly two years after receiving notice of the Bar Date, on September 22, 2014, Movant filed the Motion, seeking permission to file an untimely proof of claim in the Chapter 11 Cases.

ARGUMENT

I. SERVICE OF THE BAR DATE NOTICE WAS SUFFICIENT

23. Courts in this circuit support the view that “[a] rebuttable presumption that an addressee received a mailed notice arises when the mailing party submits sufficient evidence to demonstrate the notice was properly addressed and mailed.” See In re WorldCom, Inc., No. 02-13533, 2005 WL 3875192, at *3 (Bankr. S.D.N.Y. Oct. 27, 2005) (Gonzalez, J.) (finding that a claimant received notice of a bar date based on evidence demonstrating that notice was

¹⁰ The Bar Date Notice was also published in the national edition of the *Wall Street Journal* and the national edition of *USA Today*, which noticed potential claimants that proofs of claim against the Debtors must be received on or before the Bar Date. See Bar Date Notice ¶¶ 1, 3; see also Amended Affidavit of Publication re: Notice of Deadlines for Filing Proofs of Claim in the Wall Street Journal and USA Today [Docket No. 1660]. In addition, a copy of the Bar Date Order and other information regarding the filing of a proof of claim was made publicly available at <http://www.kccllc.net/rescap>.

properly addressed and mailed); see also Hagner v. U.S., 285 U.S. 427, 430 (1932) (“The rule is well settled that proof that a letter properly directed was placed in a post office creates a presumption that it reached its destination in usual time and was actually received by the person to whom it was addressed.”). See, e.g., In re Alexander’s Inc., 176 B.R. 715, 721 (Bankr. S.D.N.Y. 1995) (it is “black letter law” that properly mailed bar date notice presumed to be received); Riverhead Transit Mix Corp. v. Walsh Const. Co. (In re Riverhead Transit Mix Corp.), No. 091-7142-511, 1995 WL 1051649, at *11 (Bankr. S.D.N.Y. June 29, 1995) (“affidavit of service is sufficient evidence to raise a presumption of receipt by the party served”); Memorandum Opinion and Order Denying Motion to Lift the Automatic Stay and Permit a Late-Filed Claim of Jorge Cerron, In re Residential Capital, LLC, et al., No. 12-12020 (MG), Docket No. 7333 at 21 (Bankr. S.D.N.Y. July 31, 2014) (finding that claimant’s “bald denial of receipt, without more, is legally insufficient to overcome the presumption of receipt.”); Order Denying Request for Late-Filed Proof of Claim of Donna Chinloy, In re Residential Capital, LLC, et al., No. 12-12020 (MG), Docket No. 3973 at 4 (Bankr. S.D.N.Y. June 13, 2013) (determining that KCC affidavits give rise to presumption that claimant received the Bar Date Notice and notice of the commencement of the case, and claimant has not rebutted this presumption).

24. The Bar Date Notice was duly served upon the Movant **twice**, both personally and through his then counsel, Dilday, by First Class Mail. Furthermore, assuming *arguendo* that the Movant’s contention that he “was not being advised by any attorney during the period of the establishment of the court’s bar dates” (see Motion ¶ 8), and therefore, Dilday never conveyed the notice information to the Movant, the Movant was mailed the Bar Date Notice at the Movant’s Address. Moreover, neither of these notices was returned as

undeliverable. See Morrow Declaration ¶ 10. Thus, the Bar Date Notice is presumed to have been received. See generally, Morrow Declaration and Affidavit of Service by Clarissa D. Cu, attached as Exhibit A to Morrow Declaration.

25. Movant makes no reference in the Motion, including in the statement and exhibits thereto, as to whether he received notice, timely or otherwise, of the Bar Date. Furthermore, the Movant provides no arguments or testimony to contradict the presumption that these notices were, in fact, received at the address to which KCC mailed them. Movant neither asserts that Movant's Address used for mailing these notices was incorrect, nor one at which Movant does not regularly receive mail. In fact, several items appended to the Motion list the Movant's Address, which indicates that Movant's Address is valid and used by the Movant. For example, the package in which the Motion was mailed to KCC has the Movant's Address listed as the return address. See Cover page of Dockery package sent to KCC at Exhibit 8 annexed hereto. In addition, the Movant's Address is listed on the Clerk's Notice filed in the Dockery Action notifying parties that the action is stayed during the pendency of the Chapter 11 Cases absent this Court's direction to do otherwise. See Motion, Ex. C. Also, a letter dated June 19, 2014 sent to the Movant on behalf of 21st Mortgage Corporation lists the Movant's Address. See id., Motion, Ex. D.

26. Thus, the Borrower Trust submits the presumption that Movant timely received the Bar Date Notice has not been, and cannot be, rebutted. The Debtors properly and timely notified the Movant of the commencement of these Chapter 11 Cases, and properly and timely notified the Movant of the Bar Date, as demonstrated by the Affidavit of Service by Clarissa D. Cu, attached as Exhibit A to the Morrow Declaration. KCC mailed all notices to the Movant and Movant's then counsel at the address reflected in the Debtors' records shortly before

the service of the Bar Date Notice. Accordingly, the Debtors satisfied due process requirements and the requirements of the Bankruptcy Code and Bankruptcy Rules.

II. MOVANT HAS FAILED TO DEMONSTRATE EXCUSABLE NEGLIGENCE

27. The Supreme Court considered the test for determining whether a creditor may be permitted to file a late proof of claim in Pioneer Inv. Servs. Co. v. Brunswick Assocs. Ltd. P'ship, 507 U.S. 380 (1993). In Pioneer,¹¹ the Court explained that Congress, in empowering “the courts to accept late filings ‘where the failure to act was the result of excusable neglect,’ Congress plainly contemplated that the courts would be permitted, where appropriate, to accept late filings caused by inadvertence, mistake or carelessness, as well as by intervening circumstances beyond the party’s control.” Id. at 388 (citations omitted). The Court explained that “the determination [regarding whether a failure to act constitutes excusable neglect] is at bottom an equitable one, taking account of all relevant circumstances surrounding the party’s omission,” including (i) “the reason for the delay, including whether it was within the reasonable control of the movant,” (ii) “the danger of prejudice to the debtor,” (iii) “whether the movant acted in good faith,” and (iv) “the length of delay and its potential impact on judicial proceedings.” Id. at 395.

28. The Second Circuit takes a “hard line” approach in applying the Pioneer test. Midland Cogeneration Venture Ltd. P'ship v. Enron (In re Enron Corp.), 419 F.3d 115, 122 (2d Cir. 2005); see also In re BGI, Inc., 476 B.R. 812, 824 (Bankr. S.D.N.Y. 2012) (Glenn, J.). The Second Circuit has observed that three of the Pioneer factors typically will weigh in favor of the movant – the length of the delay, the danger of prejudice, and the movant’s good faith. In re Enron Corp., 419 F.3d at 122; see also In re BH S & B Holdings LLC, 435 B.R. 153, 168

¹¹ Unless otherwise specified, references to Pioneer are to the Supreme Court’s decision.

(Bankr. S.D.N.Y. 2010) (Glenn, J.). As a result, the Second Circuit has focused on the factor related to “the reason for the delay, including whether it was within the reasonable control of the movant.” In re Enron Corp., 419 F.3d at 122 (internal quotations omitted). Importantly, the Second Circuit noted “that the equities will rarely if ever favor a party who fail[s] to follow the clear dictates of a court rule,” and “that where the rule is entirely clear, we continue to expect that a party claiming excusable neglect will, in the ordinary course, lose under the Pioneer test.” Id. at 123 (internal quotations omitted). Instead, “[O]nly in unusual instances would inadvertence, ignorance of the rules, or mistakes construing the rules . . . constitute excusable neglect.” In re BH S & B Holdings LLC, 435 B.R. at 168 (quoting In re Nw. Airlines Corp., No. 05-17930 (ALG), 2007 WL 498285, at *3 (Bankr. S.D.N.Y. Feb. 9, 2007) (internal quotations omitted)).

29. Here, the Movant has failed to meet his burden of demonstrating excusable neglect. See In re PT-1 Commc’ns, Inc., 403 B.R. 250, 260 (Bankr. E.D.N.Y. 2009) (concluding that late filer bears burden of demonstrating excusable neglect); see also In re BH S & B Holdings LLC, 435 B.R. at 168 (burden of showing excusable neglect is on the movant). The Movant’s failure to “follow the clear dictates of a court rule” and provide any reasonable justification or arguments as to why he should be permitted to file a late proof of claim in the Chapter 11 Cases simply cannot arise to the type of “unusual instance[]” in which “inadvertence, ignorance of the rules, or mistakes construing the rules . . . [would] constitute excusable neglect.” In re Enron Corp., 419 F.3d at 123; In re BH S & B Holdings LLC, 435 B.R. at 168.

A. The Reason for the Delay, Including Whether it was Within the Reasonable Control of the Movant

30. The Movant never denies receiving the Bar Date Notice. Instead, the Movant looks elsewhere in an attempt to excuse his failure to file a timely proof of claim in the

Chapter 11 Cases for nearly two years. Each of these excuses, however, falls flat. For instance, the Movant asserts that the Debtors did not notify this Court of the Dockery Action, but then concedes that a Notice of Bankruptcy was filed with the Plymouth Superior Court. See Motion ¶¶ 8, 11, 12. The Movant then alleges that he “was not being advised by any attorney during the period of the establishment of the court’s bar dates” (see id. ¶¶ 8, 18) and further, he “missed the bar date, due in part to the Superior Court order to stay the matter pending the results of the Bankruptcy conclusion.” See id. ¶ 9. Movant simply states that he “was unaware that he had to make a claim in the Bankruptcy proceeding.” See id. ¶ 14.

31. The Debtors served both the notice of the pendency of the Chapter 11 Cases as well as the Bar Date Notice at a valid and actively used address for the Movant. Notwithstanding that service was made at a valid address and admitting that he was aware of the existence of the Chapter 11 Cases and their impact on staying the Dockery Action, Movant argues that he should be permitted to file a late proof of claim “as a matter of fairness” (see Motion ¶ 17). Even in circumstances where a party is somehow is confused by the notices received by such party, a recipient’s mistakes concerning a bar date notice or a recipient’s failure to comprehend the notice’s importance despite the notice’s clear mandates do not constitute excusable neglect. See In re Lehman Bros. Holdings Inc., 433 B.R. 113, 124 (Bankr. S.D.N.Y. 2010) (noting that failure to file proof of claim was within movant’s reasonable control and “resulted from a failure to coordinate, a lack of supervision, or a mistake”); In re Dana Corp., No. 06–10354 (BRL), 2008 WL 2885901, at *5 (Bankr. S.D.N.Y. July 23, 2008) (lawyers’ failure to comprehend significance of bar date notice was not sufficient reason for delay under Pioneer test). In the matter before the Court, the reason for the delay was based solely on the Movant’s failure to act over the past two years, and was within the Movant’s reasonable control.

None of the excuses the Movant offers is reasonable to justify any delay, let alone one of this duration. This factor weighs heavily in favor of denying the Motion.

B. The Danger of Prejudice to the Debtors

32. Although the size of Movant's purported claim is unknown at this time because no monetary damages were asserted in the Motion, the Borrower Trust will presume that the claim is small in comparison to the aggregate claims pending against the Borrower Trust. Regardless, the Debtors and the Borrower Trust would be prejudiced if the Court grants the relief requested by the Movant. Granting the Motion would undoubtedly invite similar motions and negate the goal of finality that claims' bar dates are intended to instill. See In re Enron Corp., 419 F.3d at 131-32 (affirming bankruptcy court's denial of late filed proof of claim and noting that permitting the first claim could invite late claims from many other potential claimants with similar claims). The Debtors, and now the ResCap Liquidating Trust and Borrower Trust (as successors to the Debtors), have been tirelessly working to reconcile the thousands of claims filed in the Chapter 11 Cases in order to make initial cash distributions to holders of Allowed Borrower Claims. The claims reconciliation process would have no end if motions seeking similar relief as that sought by the Movant are granted by the Court. On this basis, the Motion should be denied. Moreover, this Court has previously denied motions filed in these Chapter 11 Cases by claimants seeking an opportunity to file an untimely claim.¹²

¹² See, e.g., See Order Denying Motion for Order Permitting MED&G Group LP to File a Late Proof of Claim [Docket No. 3648], In re Residential Capital, LLC, et al., Case No. 12-12020 (MG) (Bankr. S.D.N.Y. May 17, 2013); and Order Denying Request for Late-Filed Proof of Claim Filed by Donna Chinloy [Docket No. 3973] In re Residential Capital, LLC, et al., Case No. 12-12020 (MG) (Bankr. S.D.N.Y. June 13, 2013).

The Court also denied the motion filed by Julio Solano requesting, among other things, to file a late proof of claim, but approved the Debtors' and Mr. Solano's resolution of issues, which provided for a modification of the automatic stay to allow Mr. Solano to pursue non-monetary claims in his state court action. See Stipulation and Order Resolving (I) Motions by Julio Solano (A) for Relief from the Automatic Stay and (B) to File a Late Proof of Claim and (II) Adversary Proceeding Filed by Julio Solano [Docket No. 4236], In re Residential Capital, LLC, et al., Case No. 12-12020 (MG) (Bankr. S.D.N.Y. July 15, 2013).

C. Whether the Movant Acted in Good Faith

33. The Borrower Trust does not contend that the Movant has acted other than in good faith, although the Borrower Trust reserves the right to seek discovery from and depose the Movant on this issue if the Court grants the relief sought by the Movant.

D. The Length of Delay and its Potential Impact on Judicial Proceedings

34. Here, the delay between the Bar Date and the Motion is approaching **two years** after the Bar Date. In light of the length of this delay, along with the lack of justifiable reasons and circumstances for the delay, the Borrower Trust submits that this Pioneer factor overwhelmingly favors the Borrower Trust. See In re Enron Corp., 419 F.3d at 128 (length of the delay “must be considered in the context of the proceeding as a whole” and, in some instances, courts have rejected claims filed just one day late) (citing In re Kmart Corp., 381 F.3d 709, 714-15 (7th Cir. 2004), cert. denied sub nom. Simmons v. Kmart Corp., 543 U.S. 1056 (2005)).

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WHEREFORE, the Borrower Trust respectfully submits that the Motion should be denied and the Movant be barred from asserting any claims against the Debtors' estates.

Dated: December 17, 2014
New York, New York

/s/ Norman S. Rosenbaum
Norman S. Rosenbaum
Jordan A. Wishnew
Meryl L. Rothchild
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

Priore Declaration

**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

**DECLARATION OF KATHY PRIORE IN SUPPORT OF
THE RESCAP BORROWER CLAIMS TRUST’S OBJECTION TO THE MOTION
FILED BY MICHAEL DOCKERY SEEKING TO ALLOW A LATE-FILED CLAIM
TO BE TREATED AS TIMELY FILED**

I, Kathy Priore, hereby declare as follows:

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”). On May 1, 2008, I began as in-house litigation counsel at ResCap. Prior to beginning 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 the Debtors’ 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 (the “Declaration”) in support of *The ResCap Borrower Claims Trust’s Objection to the Motion Filed by Michael Dockery Seeking to Allow a Late-Filed Claim To Be Treated as Timely Filed* (the “Objection”).²

3. 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.

4. Except as otherwise indicated, all facts set forth in this Declaration are based upon my personal knowledge of the Debtors’ operations, information learned from my review of relevant documents or information I have received through my discussions with other former members of the Debtors’ management or other former employees of the Debtors, the Liquidating Trust, and the 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.

¹ The Liquidating Trust and the Borrower Trust are parties to an Access and Cooperation Agreement, dated as of December 17, 2013, which, among of 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 used but not defined herein shall have the meanings ascribed to such terms in the Objection.

5. On August 16, 2005, the Movant executed a promissory note (the “Note”) and mortgage (the “Mortgage” and together with the Note, the “Loan”) in the original principal amount of \$348,000 with Union Capital Mortgage Business Trust in connection with the Movant’s real property located in at 255 Court Street, Brockton, Massachusetts 02302. See Dockery Mortgage and Note at Exhibit A annexed hereto.

6. As part of the Debtors’ sale of assets to Ocwen Loan Servicing, LLC (“Ocwen”) and Berkshire Hathaway, Inc. (“Berkshire”), which closed in February of 2013, the Movant’s Loan was acquired by Berkshire and the right to service the Loan was acquired by Ocwen. GMAC Mortgage, LLC (“GMACM”) acted as servicer for the Loan prior to the closing of the asset sales. On February 16, 2013, servicing transferred from GMACM to Ocwen. Upon information and belief, on or about November 4, 2013, Ocwen assigned the servicing of the Loan to 21st Mortgage Corporation.³ See id. Also, upon information and belief, at present, 21st Mortgage Corporation is the current holder of the Note and Mortgage.⁴ See id.

7. On June 6, 2012, GMACM filed a Notice of Bankruptcy and Effect of Automatic Stay with the Plymouth Superior Court in connection with the Dockery Action. See Notice of Bankruptcy at Exhibit B annexed hereto.

[Remainder of Page Intentionally Left Blank]

³ This statement is based on the representation made by 21st Mortgage Corporation in the 21st Mortgage’s Statement.

⁴ This statement is based on the representation made by 21st Mortgage Corporation in the 21st Mortgage’s Statement.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that, to the best of my knowledge, the foregoing is true and correct.

Dated: December 17, 2014

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

Exhibit A

Dockery Mortgage and Note

Received & Recorded
PLYMOUTH COUNTY
REGISTRY OF DEEDS
24 AUG 2005 10:31AM
JOHN R. BUCKLEY, JR.
REGISTER
Bk 31197 Pg 91-114

BALBOA LIFE & CASUALTY
OCT 27 2005
RECEIVED

mail
Return To:
UNION CAPITAL MORTGAGE BUSINESS TRUST

45 BRAINTREE HILL PK., STE 400
BRAINTREE, MA 02184

Prepared By:
UNION CAPITAL MORTGAGE BUSINESS TRUST

45 BRAINTREE HILL PK., STE 400
BRAINTREE, MA 02184

[Space Above This Line For Recording Data]

MORTGAGE

05070084

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 AUGUST 16TH, 2005, together with all Riders to this document.

(B) "Borrower" is MICHAEL DOCKERY AND MARILYN DOCKERY, AS TENANTS BY THE ENTIRETY

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is UNION CAPITAL MORTGAGE BUSINESS TRUST

Lender is a A BUSINESS TRUST
organized and existing under the laws of MASSACHUSETTS

MASSACHUSETTS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3022 1/01

VMP - 8(MA) (0401)

Page 1 of 15

Initials: M.D.

VMP Mortgage Solutions (800)521-7291

M.D.

Lender's address is 45 BRAINTREE HILL PK., STE 400, BRAINTREE, MA 02184

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated AUGUST 16TH, 2005
The Note states that Borrower owes Lender THREE HUNDRED FORTY EIGHT THOUSAND AND
NO/100. Dollars

(U.S. \$ 348,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic
Payments and to pay the debt in full not later than SEPTEMBER 1ST, 2035

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

(F) "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.

(G) "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 checked="" 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 checked="" type="checkbox"/> 1-4 Family Rider
<input type="checkbox"/> VA Rider	<input type="checkbox"/> Biweekly Payment Rider	<input checked="" type="checkbox"/> Other(s) [specify]

Exhibit A

(H) "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.

(I) "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.

(J) "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.

(K) "Escrow Items" means those items that are described in Section 3.

(L) "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.

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

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

(O) "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.

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

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns, with power of sale, the following described property located in the _____ COUNTY _____ [Type of Recording Jurisdiction] of _____ PLYMOUTH _____ [Name of Recording Jurisdiction]:

Parcel ID Number: _____ which currently has the address of _____
255 COURT STREET [Street]
BROCKTON [City], Massachusetts 02302 [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 COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, 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 Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors 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 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.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

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, 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 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 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: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) 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 Applicable 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: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) 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 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 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: (a) "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; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) 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 (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) 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 (a) 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, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) 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.

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 STATUTORY 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.

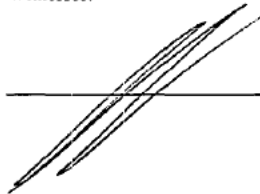
If Lender invokes the STATUTORY POWER OF SALE, Lender shall mail a copy of a notice of sale to Borrower, and to other persons prescribed by Applicable Law, in the manner provided by Applicable Law. Lender shall publish the notice of sale, and the Property shall be sold in the manner prescribed by Applicable Law. Lender or its designee may purchase the Property at any sale. 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.

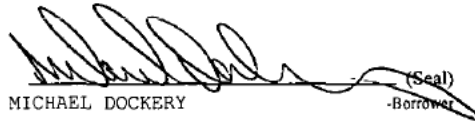
23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall discharge this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered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

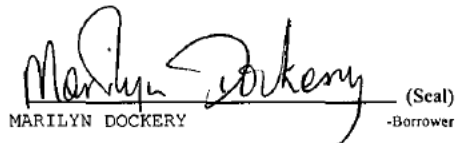
24. Waivers. Borrower waives all rights of homestead exemption in the Property and relinquishes all rights of curtesy and dower in the Property.

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

Witnesses:




MICHAEL DOCKERY (Seal)
-Borrower


MARILYN DOCKERY (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

COMMONWEALTH OF MASSACHUSETTS,

Sutton

County ss:

On this 16TH day of AUGUST 2005, before me, the undersigned notary public, personally appeared MICHAEL DOCKERY AND MARILYN DOCKERY, AS TENANTS BY THE ENTIRETY

proved to me through satisfactory evidence of identification, which was/were *license*, to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose.

My Commission Expires:
(Seal)

Notary Public

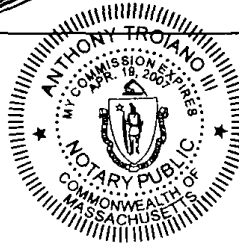


Exhibit "A"

A certain parcel of land with the buildings thereon located on the southerly side of Court Street, Brockton, Plymouth County, Massachusetts, being shown as Lot #1 on "Plan of Land in Brockton, Mass., prepared for the Estate of Norman LaBelle, dated September 21, 1993, J.K. Holmgren and Associates, Inc." and recorded with Plymouth Registry of Deeds on May 2, 1994 as Plan No. 234 of 1994 in Plan Book 36, Page 791.

NORTHERLY by Court Street, 47.50 feet;
EASTERLY by Lot #2 on said plan, 77.33 feet;
SOUTHERLY by said Lot #2, 48.42 feet; and
WESTERLY by Manchester Street, 78.70 feet.

Together with an easement to pass and repass to and from Court Street over that portion of the area designated "access easement" which lies within the boundaries of Lot #2 for all purposes for which driveways are presently used in the City of Brockton and subject to a similar easement to run with Lot #2 over a portion of the area designated "access easement" which lies within Lot #1 of said plan.

~~Meaning and intending to convey and hereby conveying the same premises conveyed to the Mortgagors by Deed of even date recorded herewith.~~

TR BK 23331 Pg 292

FIXED/ADJUSTABLE RATE RIDER
(LIBOR One-Year Index (As Published In *The Wall Street Journal*)- Rate Caps)

THIS FIXED/ADJUSTABLE RATE RIDER is made this 16TH day of AUGUST 2005
, and is incorporated into and shall be deemed to amend and supplement the
Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given
by the undersigned ("Borrower") to secure Borrower's Fixed/Adjustable Rate Note (the
"Note") to UNION CAPITAL MORTGAGE BUSINESS TRUST

("Lender") of the same date and covering the property described in the Security Instrument
and located at: 255 COURT STREET, BROCKTON, MA 02302

[Property Address]

THE NOTE PROVIDES FOR A CHANGE IN BORROWER'S FIXED INTEREST
RATE TO AN ADJUSTABLE INTEREST RATE. THE NOTE LIMITS THE
AMOUNT BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT
ANY ONE TIME AND THE MAXIMUM RATE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the
Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial fixed interest rate of 7.250 %. The Note also
provides for a change in the initial fixed rate to an adjustable interest rate, as follows:

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The initial fixed interest rate I will pay will change to an adjustable interest rate on the
first day of SEPTEMBER 2010 , and the adjustable interest rate I will pay may change
on that day every 12th month thereafter. The date on which my initial fixed interest rate
changes to an adjustable interest rate, and each date on which my adjustable interest rate
could change, is called a "Change Date."

**MULTISTATE FIXED/ADJUSTABLE RATE RIDER - WSJ One-Year LIBOR - Single Family -
Fannie Mae Uniform Instrument**

VAR-168R (0401) Form 3187 6/01

Page 1 of 4 Initials: *MD*

VMP Mortgage Solutions

(800)521-7291 *MD*

(B) The Index

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the average of interbank offered rates for one-year U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in The Wall Street Journal. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND ONE QUARTER percentage points (2.250 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 12.250 % or less than 2.250 %. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than two percentage points from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 12.250 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my initial fixed interest rate to an adjustable interest rate and of any changes in my adjustable interest rate before the effective date of any change. The notice will include the amount of my monthly payment, any information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

1. Until Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 18 of the Security Instrument shall read as follows:

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 Applicable 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.

2. When Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 18 of the Security Instrument described in Section B1 above shall then cease to be in effect, and the provisions of Uniform Covenant 18 of the Security Instrument shall be amended to read as follows:

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.

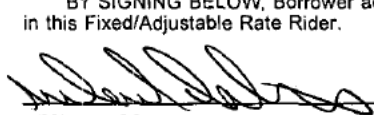
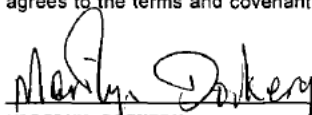
If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less

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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Fixed/Adjustable Rate Rider.

 _____ (Seal) MICHAEL DOCKERY -Borrower	 _____ (Seal) MARILYN DOCKERY -Borrower
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_____ (Seal) -Borrower	_____ (Seal) -Borrower
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_____ (Seal) -Borrower	_____ (Seal) -Borrower
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_____ (Seal) -Borrower	_____ (Seal) -Borrower
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1-4 FAMILY RIDER
(Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this 16TH day of AUGUST 2005, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

UNION CAPITAL MORTGAGE BUSINESS TRUST

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

255 COURT STREET, BROCKTON, MA 02302
[Property Address]

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:


A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

MULTISTATE 1-4 FAMILY RIDER - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Page 1 of 4

Initials: *M D*

Form 3170 1/01

 57R (0008)

VMP MORTGAGE FORMS - (800)521-7291

M D

BALBOA LIFE & CASUALTY
OCT 27 2005
RECEIVED

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Section 19 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

G. ASSIGNMENT OF LEASES. Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until: (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument, and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii)

Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.


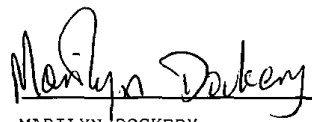
Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

MD

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

 _____ MICHAEL DOCKERY	(Seal) -Borrower	 _____ MARILYN DOCKERY	(Seal) -Borrower
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_____ (Seal) -Borrower	_____ (Seal) -Borrower
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_____ (Seal) -Borrower	_____ (Seal) -Borrower
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_____ (Seal) -Borrower	_____ (Seal) -Borrower
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ASSIGNMENT OF MORTGAGE

103941
Received & Recorded
PLYMOUTH COUNTY
REGISTRY OF DEEDS
24 AUG 2005 10:31AM
JOHN R. BUCKLEY, JR.
REGISTER
Bk 31197 Pg 115

Loan Number: [REDACTED]
MIN Number: [REDACTED]

MERS Phone: 1-888-679-6377

For value received, Union Capital Mortgage Business Trust, its successors and assigns, hereby assigns and transfers to Mortgage Electronic Registration Systems, Inc., its successors and assigns P.O. Box 2026, Flint, Michigan 48501-2026, all its right, title and interest in and to a certain mortgage executed by Michael Dochery & Marilyn Dochery, to Union Capital Mortgage Business Trust and bearing the date of the 16 day of August 2005, and recorded/filed on the 22 day of August 2005 in the Registry of Deeds of Plymouth County, Commonwealth of Massachusetts as Instrument/Document Number _____, in Book 31197, Page 91.

Signed on the 16 day of August 2005.

Union Capital Mortgage Business Trust
By: [Signature]
George N. Fabrizio, Manager of
UCM, LLC, Trustee

Property Address: 255 Court Street Braintree, MA
02302

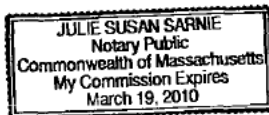
COMMONWEALTH OF MASSACHUSETTS

Norfolk, SS

August 16, 2005

On this 16 day of August, 2005, before me, the undersigned notary public, personally appeared George N. Fabrizio, as Manager of UCM, LLC, Trustee of Union Capital Mortgage Business Trust, proved to me through satisfactory evidence of identification, which was a State issued driver's license, to be the person whose name is signed on the above document, acknowledged to me that he signed it voluntarily for its stated purpose.

[Signature]
Notary Public:
My Commission Expires:
(Seal)



Prepared By:
Union Capital Mortgage Business Trust
45 Braintree Hill Park, Suite 400
Braintree, MA. 02184

InterestFirstSM ADJUSTABLE RATE NOTE
(One-Year LIBOR Index (As Published In *The Wall Street Journal*)-Rate Caps)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR A CHANGE IN MY FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE AND FOR CHANGES IN MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

AUGUST 16TH, 2005
[Date]

CHARLESTOWN
[City]

MA
[State]

255 COURT STREET, BROCKTON, MA 02302
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 348,000.00 (this amount is called "Principal"), plus interest, to the order of Lender. Lender is UNION CAPITAL MORTGAGE BUSINESS TRUST

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

I understand that Lender may transfer this Note. 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 7.250 %. The interest rate I will pay may change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will make a payment on the first day of every month, beginning on OCTOBER 1ST, 2005 . Before the First Principal and Interest Payment Due Date as described in Section 4 of this Note, my payment will consist only of the interest due on the unpaid principal balance of this Note. Thereafter, I will pay principal and interest by making a payment every month as provided below.

I will make monthly payments of principal and interest beginning on the First Principal and Interest Payment Due Date as described in Section 4 of this Note. I will make these payments every month until I have paid all of the principal 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 if the payment includes both principal and interest, it will be applied to interest before Principal If, on SEPTEMBER 1ST, 2035 , 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 45 BRAINTREE HILL PK., STE 400, BRAINTREE, MA 02184

or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

My monthly payment will be in the amount of U.S. \$ 2,102.50 before the First Principal and Interest Payment Due Date, and thereafter will be in an amount sufficient to repay the principal and interest at the rate determined as described in Section 4 of this Note in substantially equal installments by the Maturity Date. The Note Holder will notify me prior to the date of change in monthly payment.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 or 5 of this Note.

MULTISTATE InterestFirst ADJUSTABLE RATE NOTE - WSJ ONE-YEAR LIBOR INDEX - Single Family - Fannie Mae Uniform Instrument

1004-170N (0202)

Form 3530 11/01

VMP MORTGAGE FORMS - (800)521-7291

Page 1 of 5

Initials: *MM*

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHARGES

(A) Change Dates

The initial fixed interest rate I will pay will change to an adjustable interest rate on the first day of SEPTEMBER 2010, and the adjustable interest rate I will pay may change on that day every 12th month thereafter.

The date on which my initial fixed interest rate changes to an adjustable interest rate, and each date on which my adjustable interest rate could change, is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the average of interbank offered rates for one-year U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND ONE QUARTER percentage points (2.250 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 12.250 % or less than 2.250 %. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than two percentage points from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 12.250 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

Before the effective date of any change in my interest rate and/or monthly payment, the Note Holder will deliver or mail to me a notice of such change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

(G) Date of First Principal and Interest Payment

The date of my first payment consisting of both principal and interest on this Note (the "First Principal and Interest Payment Due Date") shall be the first monthly payment date after the first Change Date.

5. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any 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 this Note.

I may make a full Prepayment or partial Prepayments without paying any 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 of my monthly payment unless the Note Holder agrees in writing to those changes. If the partial Prepayment is made during the period when my monthly payments consist only of interest, the amount of the monthly payment will decrease for the remainder of the term when my payments consist only of interest. If the partial Prepayment is made during the period when my payments consist of principal and interest, my partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

6. 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: (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 me that 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.

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of FIFTEEN 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 3.00 % of my overdue payment of interest, during the period when my payment is interest only, and of principal and interest thereafter. 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 that 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.

8. 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.

Unless the Note Holder requires a different method, any notice that must be given to the Note Holder under this Note will be given 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.

9. 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.

10. 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.

11. 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 that might result if I do not keep the promises that 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 read as follows:

(A) Until my initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section 4 above, Uniform Covenant 18 of the Security Instrument shall read as follows:

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 Applicable 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.

(B) When my initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section 4 above, Uniform Covenant 18 of the Security Instrument described in Section 11(A) above shall then cease to be in effect, and Uniform Covenant 18 of the Security Instrument shall instead read as follows:

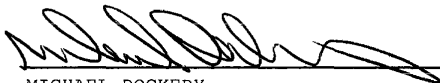
Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales 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 Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, 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.


MICHAEL DOCKERY (Seal)
-Borrower

_____(Seal)
-Borrower

_____(Seal)
-Borrower

_____(Seal)
-Borrower

_____(Seal)
-Borrower

_____(Seal)
-Borrower

_____(Seal)
-Borrower

_____(Seal)
-Borrower

[Sign Original Only]




Exhibit B

Notice of Bankruptcy Filed in Dockery Action

HINSHAW

& C U L B E R T S O N L L P

June 6, 2012

Civil Clerk's Office
Brockton Superior Court
72 Belmont Street
Brockton, MA 02301

Re: *Michael Dockery v. GMAC Mortgage, LLC*
Civil Action No.: PLCV2007-01433A

Dear Sir/Madam:

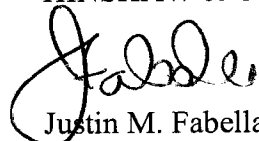
Enclosed please find a Notice of Bankruptcy and Effect of Automatic Stay in regard to the above-referenced matter.

Kindly file the same on our behalf.

Thank you for your attention to this matter.

Very truly yours,

HINSHAW & CULBERTSON LLP



Justin M. Fabella
617-213-7004
jfabella@hinshawlaw.com

JMF:mjt
Enclosure

cc: Michael Dockery

ATTORNEYS AT LAW

28 State Street
24th Floor
Boston, MA 02109

617-213-7000
617-213-7001 (fax)
www.hinshawlaw.com

COMMONWEALTH OF MASSACHUSETTS

Plymouth, ss.

SUPERIOR COURT DEPARTMENT
OF THE TRIAL COURT
CIVIL ACTION NO. PLCV2007-01433A

MICHAEL DOCKERY,

Plaintiff

v.

GMAC MORTGAGE, LLC,

Defendant

**NOTICE OF BANKRUPTCY
AND EFFECT OF AUTOMATIC STAY**

Defendant and Debtor, Residential Capital, LLC, of which GMAC Mortgage LLC is a subsidiary, (collectively, the “Debtors”), by and through their undersigned counsel, in accordance and consistent with section 362(a) of the United States Bankruptcy Code, 11 U.S.C. §§ 101 *et seq.* (the “Bankruptcy Code”), respectfully submit this Notice of Bankruptcy and Effect of Automatic Stay, and states as follows:

1. On May 14, 2012, (the “Petition Date”) the Debtor and certain of their affiliates, filed voluntary petitions (the “Petitions”) under Chapter 11 of Title 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York, One Bowling Green, New York, NY 10004-1408 (the “Bankruptcy Code”). The Debtors’ cases are jointly administered under the Chapter 11 Case for the Debtor, Residential Capital, LLC, et al., is indexed as case number 12-12020-mg.

2. The “automatic stay” is codified in section 362 of the Bankruptcy Code. Section 362(a), *inter alia*, operates as an automatic stay of: (i) the commencement or continuation of a “judicial, administrative, or other action or proceeding” against the Debtors (11 U.S.C. §

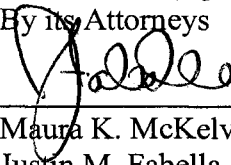
362(a)(1)); (ii) acts to “obtain possession of property” of the Debtors’ estates (11 U.S.C. § 362(a)(3)); and (iii) acts to “collect, assess, or recover a claim” against the Debtors arising prior to the Petition Date (11 U.S.C. § 362(a)(6)).

3. The above-captioned action constitutes a “judicial, administrative, or other action or proceeding” against the Debtors, an act to obtain possession of the Debtors’ property, and/or an act to collect or recover on a claim against the Debtor.

4. Accordingly, the above-captioned lawsuit should be stayed pursuant to 11 U.S.C. § 362(a).

5. Any action taken by the Plaintiff against the Debtors without obtaining relief from the automatic stay from the Bankruptcy Court may be void *ab initio* and may result in finding of contempt against Plaintiff by the Bankruptcy Court. The Debtors reserve and retain all of their statutory rights to seek relief in Bankruptcy Court from any action, judgment, order, or ruling entered in violation of the Automatic Stay.

Respectfully submitted,
GMAC Mortgage, LLC,
By its Attorneys



Maura K. McKelvey, BBO #600760

Justin M. Fabella, BBO #654859

Jennifer S. Bunce, BBO #663348

Hinshaw & Culbertson LLP

28 State Street, 24th Floor

Boston, MA 02109

Tel: (617) 213-7000 / Fax: (617) 213-7001

Email: mmckelvey@hinshawlaw.com

jfabella@hinshawlaw.com

jbunce@hinshawlaw.com

Dated: June 6, 2012

CERTIFICATE OF SERVICE

I, Justin M. Fabella, hereby certify that on this 6th day of June 2012, I served a true and accurate copy of the foregoing document to counsel of record by electronic and first class mail as follows:

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

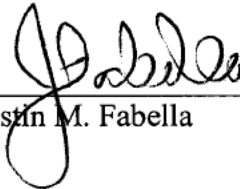

Justin M. Fabella

Exhibit 2

Fabella Declaration

**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

**DECLARATION OF JUSTIN M. FABELLA IN SUPPORT OF
THE RESCAP BORROWER CLAIMS TRUST'S OBJECTION TO THE MOTION
FILED BY MICHAEL DOCKERY SEEKING TO ALLOW A LATE-FILED CLAIM
TO BE TREATED AS TIMELY FILED**

I, Justin M. Fabella, hereby declare as follows:

1. I am an attorney with Hinshaw & Culbertson LLP ("Hinshaw") and previously served as litigation counsel to GMAC Mortgage, LLC ("GMACM") prior to the establishment of the Liquidating Trust.¹ I have been practicing law in the State of Massachusetts for 12 years. I was a litigation attorney in New York from 2002 to 2005 and have been practicing litigation attorney in Massachusetts since 2005. Upon joining Hinshaw, I represented GMACM in the Dockery Action since it was commenced on or about November 2, 2007. I withdrew my appearance for GMACM in the Dockery Action by filing a Notice of Withdrawal that was docketed by the Massachusetts Superior Court on March 19, 2014.

2. I am authorized to submit this declaration (the "Declaration") in support of the *Objection of the ResCap Borrower Claims Trust to the Motion Filed by Michael Dockery Seeking to Allow a Late-Filed Claim To Be Treated as Timely Filed* (the "Objection").

¹ Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Objection (as defined herein).

3. Mr. Dockery was represented by attorneys of the Law Office of Keith Slattery in the Dockery Action through the trial. See copy of the docket for the Dockery Action attached as Exhibit 5 to the Objection. Following the 2011 jury trial of the Dockery Action and the Plymouth Superior Court's entry of the Judgment in favor of GMACM on October 6, 2011, it is my understanding that Mr. Dockery retained a new lawyer at Dilday & Associates LLC of Boston, Massachusetts ("Dilday") to be involved in settlement negotiations regarding Mr. Dockery's claims against GMACM. I worked with Mr. Dockery and his then counsel, Michael Dash of Dilday, to attempt to settle the remaining issues between the parties. On at least one occasion, I received a letter from Dilday, and on two occasions, I prepared and sent letters to Dilday in connection with these settlement discussions. A copy of the letters from Dilday to Hinshaw, dated December 16, 2011, and from Hinshaw to Dilday, dated December 22, 2011 and February 24, 2012, respectively, and addressed to Michael Dash, are attached hereto as Exhibit A. Upon information and belief, Dilday represented Mr. Dockery during the commencement of these settlement discussions, which began on or about December 16, 2011 through May 14, 2012.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that, to the best of my knowledge, the foregoing is true and correct.

Dated: December 17, 2014

/s/ Justin M. Fabella
Justin M. Fabella
Attorney with Hinshaw & Culbertson LLP

Exhibit A

Copies of Letters from Dilday to Hinshaw and from Hinshaw to Dilday

Dilday & Associates, LLC

10 Liberty Square, 5th Floor
Boston, MA 02109
Tel: (617) 227-3470
Fax: (617) 227-9231

December 16, 2011

Of Counsel:
Richard W. Boulware

Justin Fabella, Esquire
Maura McKelvey, Esquire
Hinshaw & Culbertson LLP
28 State Street, 24th Floor
Boston, MA 02109

Re: Michael Dockery v. GMAC Mortgage LLC

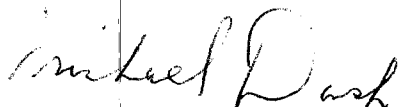
Dear Attorneys Fabella and McKelvey:

We have been retained by Mr. Michael Dockery for the purpose of returning his credit status to good. It is our understanding that, during the trial in the above referenced matter, Mr. Peter Knapp testified that, GMAC had never foreclosed on the plaintiff's property. Additionally, GMAC Mortgage Corporation assured the state Office of the Commissioner of Banks that they would amend Mr. Dockery's credit report to reflect no late payments and no foreclosures. (Please see attached letter from the state Office of the Commissioner of Banks). However, Mr. Dockery's credit report has not been corrected to reflect same.

Therefore, we asked that your client act in accordance to the testimony presented in court and the agreement with the state Office of the Commissioner of Banks, and take the necessary steps to correct Mr. Dockery's credit report, to reflect that, neither foreclosures nor late fees ever occurred.

Your attention to this important matter would be greatly appreciated.

Very truly yours,



Michael Dash



The Commonwealth of Massachusetts

Office of the Commissioner of Banks

One South Station

Boston, Massachusetts 02110

April 17, 2007

DEVAL L. PATRICK
GOVERNOR

TIMOTHY P. MURRAY
LIEUTENANT GOVERNOR

DANIEL O'CONNELL
SECRETARY OF HOUSING AND
ECONOMIC DEVELOPMENT

Michael Dockery

255 Court Street

Brockton, Massachusetts 02302

DANIEL C. CRANE
DIRECTOR OFFICE OF
CONSUMER AFFAIRS AND
BUSINESS REGULATION

STEVEN L. ANTONAKES
COMMISSIONER OF BANKS

Re: GMAC Mortgage Corporation, Complaint ID#107465

Dear Mr Dockery:

The Division of Banks (the "Division") recently received a response for your complaint against GMAC Mortgage Corporation (the "Licensee"). Through the Division's research we can appropriately address your complaint.

Your complaint states that the Licensee is applying mortgage payments to an unneeded insurance plan. In addition, the complaint states the Licensee is foreclosing on your property to recover funds. In response, the Licensee advised that your insurance coverage ended on September 5, 2005. The Licensee advised after not receiving a response from two notices requesting proof of insurance, they initiated a force placed insurance policy. On October 31, 2006, the Licensee received proof of coverage from your provider, Massachusetts Property Insurance.

In an effort to resolve the situation the Licensee has agreed that upon reinstatement of the loan to cease foreclosure; waive all foreclosure fees; waive all fees incurred from October 31, 2006; and amend your credit report to reflect no late payments after October 31, 2006.

For the exact details of this agreement please contact Licensee employee Theresa Darst at (888) 462-2864 ext 5750.

The Division appreciates your concerns versus the Licensee. The Division will maintain your complaint on file in the instance of similar future events.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Tumsaroach".

Michael Tumsaroach
Consumer Assistance Unit
Massachusetts Division of Banks



HINSHAW

& CULBERTSON LLP

December 22, 2011

ATTORNEYS AT LAW

28 State Street
24th Floor
Boston, MA 02109

617-213-7000
617-213-7001 (fax)
www.hinshawlaw.com

Michael Dash, Esq.
Dilday & Associates LLC
10 Liberty Square
Boston, MA 02109

Re: *Michael Dockery v. GMAC Mortgage, LLC*
Civil Action No.: PLCV2007-01433A

Dear Mr. Dash:

We are in receipt of your letter dated December 16, 2011 indicating that you have been retained by Michael Dockery with regard to the above-referenced matter. Kindly advise if your office is also representing Mr. Dockery with regard to the appeal of the judgment in favor of GMAC Mortgage, LLC ("GMACM").

Your letter correctly states that Mr. Peter Knapp testified that GMACM never completed its foreclosure proceedings with regard to Mr. Dockery's property. A completed foreclosure includes an auction of the property and transfer of the title to another person or entity, none of which has occurred with regard to Mr. Dockery's property. This remains true today as GMACM has not yet reinitiated foreclosure proceedings following the jury verdict in its favor.

It appears that Mr. Dockery may have misconstrued the April 17, 2007 letter from Michael Tumsaroch with the Consumer Assistant Unit of the Massachusetts Division of Banks. Specifically, GMACM agreed to "amend [Mr. Dockery's] credit report to reflect no late payments after October 31, 2006," conditioned "upon reinstatement of the loan." Since Mr. Dockery never reinstated the loan, despite GMACM's offer to waive all fees incurred from October 31, 2006 to the date of the offer, his credit report was not amended. Thus, unless Mr. Dockery reinstates the loan, GMAC cannot consider the request to "correct Mr. Dockery's credit report, to reflect that, neither foreclosures nor late fees ever occurred," as you stated in your letter.

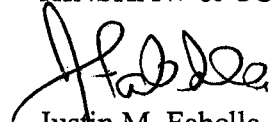
Please advise as to whether Mr. Dockery has obtained the tapes from the Plymouth Superior Court in order to order the trial transcript. During our last conversation, he advised that the form was completed incorrectly and needed to be resubmitted.

Michael Dash, Esq.
December 22, 2011
Page 2

I look forward to hearing from you. Please do not hesitate to contact my office to discuss this matter further.

Very truly yours,

HINSHAW & CULBERTSON LLP

A handwritten signature in black ink, appearing to read "Justin M. Fabella", is written over the printed name and contact information.

Justin M. Fabella
617-213-7004
jfabella@hinshawlaw.com

JMF:mjt

February 24, 2012

Michael Dash, Esq.
Dilday & Associates LLC
10 Liberty Square
Boston, MA 02109

Re: *Michael Dockery v. GMAC Mortgage, LLC*
Civil Action No.: PLCV2007-01433A

Dear Mr. Dash:

I am in receipt of your correspondence dated February 21, 2012, which you sent on behalf of Michael Dockery. Please note that my client, GMAC Mortgage, LLC ("GMACM"), rejects Mr. Dockery's settlement offer in which he appears to request that GMACM discharge its mortgage and pay him \$100,000 in cash in exchange for Mr. Dockery's dismissal of the appeal. However, as a counteroffer, GMACM will forego its judgment for costs and withdraw its Motion to Dismiss the Appeal if Mr. Dockery conveys title to 255 Court Street, Brockton, Massachusetts ("the property") to GMACM or brings his mortgage loan current. As you know, Mr. Dockery has the means to bring his loan current as testified at trial that he has placed all missed payments in an escrow account.

Regarding your inquiry about the insurance claim, I am attaching another copy of the correspondence that GMACM sent to Mr. Dockery on September 20, 2011. This correspondence details the claim procedures and provides the forms that need to be completed by Mr. Dockery. The correspondence provides a mailing address and fax number for Mr. Dockery to utilize when sending back the required documents.

Based on your letter that you are not representing Mr. Dockery with regard to the appeal, we will not be forwarding you a copy of our Motion to Dismiss the Appeal. However, should Mr. Dockery retain your office for the appeal, please contact my office should you require a copy of the motion.

Michael Dash, Esq.
February 24, 2012
Page 2

I look forward to hearing from you with regard to Mr. Dockery's response to GMACM's counteroffer. Please do not hesitate to contact me with any questions or to discuss this matter further.

Very truly yours,

HINSHAW & CULBERTSON LLP

Justin M. Fabella
617-213-7004
jfabella@hinshawlaw.com

Enclosure

JMF:mjt

cc: Maura K. McKelvey, Esq.
Alex Angelo, LN## 601340930

Exhibit 3

Morrow Declaration

**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

**DECLARATION OF P. JOSEPH MORROW IV IN SUPPORT OF THE RESCAP
BORROWER CLAIMS TRUST'S OBJECTION TO THE MOTION FILED BY
MICHAEL DOCKERY SEEKING TO ALLOW A LATE-FILED CLAIM
TO BE TREATED AS TIMELY FILED**

I, P. Joseph Morrow IV, depose and say under the penalty of perjury:

1. I am a Director of Corporate Restructuring Services, employed by Kurtzman Carson Consultants LLC ("KCC"), the claims and noticing agent retained by Residential Capital, LLC, *et al.*, (collectively with its affiliated debtors and debtors in possession, the "Debtors") in the above-captioned Chapter 11 cases, pursuant to the *Order Authorizing Retention and Appointment of Kurtzman Carson Consultants LLC as Claims and Noticing Agent Under 28 U.S.C. § 156(c), 11 U.S.C. § 105(a), S.D.N.Y. LBR 5075-1 and General Order M-409 and Granting Related Relief* [Docket No. 96] entered by this Court on May 16, 2012, and the *Order Pursuant to 11 U.S.C. § 327(a) and Fed. R. Bankr. P. 2014 Authorizing the Employment and Retention of Kurtzman Carson Consultants LLC as Administrative Agent, Nunc Pro Tunc to the Petition Date* [Docket No. 798] entered by this Court on July 17, 2012.

2. I am authorized to submit this declaration (the "Declaration") in support of *The ResCap Borrower Claims Trust's Objection to the Motion Filed by Michael Dockery*

Seeking to Allow a Late-Filed Claim To Be Treated as Timely Filed (the “Objection”)¹ with respect to the *Motion Filed by Michael Dockery Seeking to Allow a Late-Filed Claim To Be Treated as Timely Filed* [Docket No. 7585] (the “Motion”).

3. All facts set forth in this Declaration are based upon information learned from my review of relevant documents and information I have received through my discussions with KCC employees, the Debtors’ former management and employees, the ResCap Liquidating Trust and the Borrower Trust’s professionals and consultants. If I were called upon to testify, I could and would testify competently to the facts set forth herein on that basis.

4. Acting as the Debtors’ claims and noticing agent, KCC serves notices and other mailings upon parties and/or their representatives at the direction of the Debtors, the ResCap Liquidating Trust and the ResCap Borrower Claims Trust, as successors to the Debtors, and the Court. I understand that the Debtors have advised KCC that the full list of the Debtors’ customers, which includes information for over two million parties, is confidential and not made publicly available for privacy reasons (as Borrower information is included therein). As provided in the Affidavit of Service by Clarissa D. Cu, attached hereto as Exhibit A, and discussed below, KCC properly served Michael Dockery with notices related to the Chapter 11 Cases.

a. *Service of the Notice of Commencement of Chapter 11 Cases*

5. On or before June 4, 2012, at my direction and under my supervision, employees of KCC caused a true and accurate copy of the Notice of Chapter 11 Bankruptcy Cases, Meeting of Creditors, and Deadlines to be served upon **Michael Dockery at 46 Sharon**

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

St., Brockton, MA 02302 via First Class U.S. Mail. See [Docket 336]; see also Exhibit A annexed hereto.

6. On or before June 4, 2012, at my direction and under my supervision, employees of KCC caused a true and accurate copy of the Notice of Chapter 11 Bankruptcy Cases, Meeting of Creditors, and Deadlines to be served in connection with **Michael Dockery v. GMAC Mortgage, LLC. at Dilday & Associates LLC, 10 Liberty Square, Boston, MA 02109** via First Class U.S. Mail. See [Docket 336]; see also Exhibit A annexed hereto.

b. *Service of the Bar Date Notice*

7. On or before September 7, 2012, at my direction and under my supervision, employees of KCC caused a true and accurate copy of the Bar Date Notice (attached hereto as Exhibit A) to be served in connection with **Michael Dockery v. GMAC Mortgage, LLC. at Dilday & Associates LLC, 10 Liberty Square, Boston, MA 02109** via First Class U.S. Mail. See [Docket No. 1412]; see also Exhibit A annexed hereto.

8. On or before October 5, 2012, at my direction and under my supervision, employees of KCC caused a true and accurate copy of the Bar Date Notice (attached hereto as Exhibit A) to be served upon **Michael Dockery at 46 Sharon St., Brockton, MA 02302** via First Class U.S. Mail. See [Docket No. 2179]; see also Exhibit A annexed hereto.

9. In accordance with KCC's standard procedure, each of the foregoing documents was securely enclosed in postage prepaid envelopes and delivered to an office of the United States Postal Service for delivery by First Class U.S. Mail. The envelopes were clearly marked with KCC's return address.

10. As of the date of this Declaration, the foregoing mailings identified in paragraphs 5, 6, 7, and 8 have not been returned to KCC as undeliverable.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing
is true and correct.

Dated: December 17, 2014

/s/ P. Joseph Morrow IV
P. Joseph Morrow IV
Director of Kurtzman Carson
Consultants LLC

Exhibit A

Affidavit of Service by Clarissa D. Cu

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

-----X	
	:
In re	:
	:
RESIDENTIAL CAPITAL, LLC, et al.,¹	:
	:
	:
Debtors.	:
-----X	

Chapter 11

Case No. 12-12020 (MG)

(Jointly Administered)

AFFIDAVIT OF SERVICE

I, Clarissa D. Cu, depose and say that I am employed by Kurtzman Carson Consultants LLC (KCC), the claims and noticing agent for the Debtors.

A. On or before June 4, 2012 at my direction and under my supervision, employees of KCC caused the following document to be served via First Class Mail upon **Michael Dockery at 46 Sharon Street, Brockton MA 02302:**

- **Notice of Chapter 11 Bankruptcy Cases, Meeting of Creditors, and Deadlines**, attached hereto as **Exhibit A**

B. Additionally, on or before October 5, 2012 at my direction and under my supervision, employees of KCC caused the following document to be served via First Class Mail upon **Michael Dockery at 46 Sharon Street, Brockton MA 02302:**

- **Notice of Deadlines for Filing Proofs of Claim**, attached hereto as **Exhibit B**

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Residential Capital, LLC (0738); ditech, LLC (7228); DOA Holding Properties, LLC (4257); DOA Properties IX (Lots-Other), LLC (3274); EPRE LLC (7974); Equity Investment I, LLC (2797); ETS of Virginia, Inc. (1445); ETS of Washington, Inc. (0665); Executive Trustee Services, LLC (8943); GMAC Model Home Finance I, LLC (8469); GMAC Mortgage USA Corporation (6930); GMAC Mortgage, LLC (4840); GMAC Residential Holding Company, LLC (2190); GMAC RH Settlement Services, LLC (6156); GMACM Borrower LLC (4887); GMACM REO LLC (2043); GMACR Mortgage Products, LLC (6369); GMAC-RFC Holding Company, LLC (3763); HFN REO Sub II, LLC (N/A); Home Connects Lending Services, LLC (9412); Homecomings Financial Real Estate Holdings, LLC (6869); Homecomings Financial, LLC (9458); Ladue Associates, Inc. (3048); Passive Asset Transactions, LLC (4130); PATI A, LLC (2729); PATI B, LLC (2937); PATI Real Estate Holdings, LLC (5201); RAHI A, LLC (3321); RAHI B, LLC (3553); RAHI Real Estate Holdings, LLC (5287); RCSFJV204, LLC (2722); Residential Accredited Loans, Inc. (8240); Residential Asset Mortgage Products, Inc. (5181); Residential Asset Securities Corporation (2653); Residential Consumer Services of Alabama, LLC (5449); Residential Consumer Services of Ohio, LLC (4796); Residential Consumer Services of Texas, LLC (0515); Residential Consumer Services, LLC (2167); Residential Funding Company, LLC (1336); Residential Funding Mortgage Exchange, LLC (4247); Residential Funding Mortgage Securities I, Inc. (6294); Residential Funding Mortgage Securities II, Inc. (8858); Residential Funding Real Estate Holdings, LLC (6505); Residential Mortgage Real Estate Holdings, LLC (7180); RFC Asset Holdings II, LLC (4034); RFC Asset Management, LLC (4678); RFC Borrower LLC (5558); RFC Constructing Funding, LLC (5730); RFC REO LLC (2407); RFC SFJV-2002, LLC (4670); RFC-GSAP Servicer Advance, LLC (0289)

C. Due to the voluminous and confidential nature of the customer service lists, please find attached a screen shot detailing the affected claimant's information in the database as on file with KCC, attached hereto as **Exhibit C.**

Dated: November 7, 2014



Clarissa D. Cu

State of California

County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 7th of November, 2014, by Clarissa D. Cu, proved to me on the basis of satisfactory evidence to be the person who appeared before me.


Signature: 



EXHIBIT A

UNITED STATES BANKRUPTCY COURT, SOUTHERN DISTRICT OF NEW YORK		
In re Residential Capital, LLC, et al., Debtors.		Chapter 11 Case No: 12-12020 (MG) (Jointly Administered)
NOTICE OF CHAPTER 11 BANKRUPTCY CASES, MEETING OF CREDITORS, AND DEADLINES		
Chapter 11 bankruptcy cases concerning the Debtors listed below were filed on May 14, 2012. You may be a creditor of one of the Debtors. This notice lists important deadlines. You may want to consult an attorney to protect your rights. All documents filed with the Bankruptcy Court, including lists of the Debtors’ properties and debts, are available for inspection at the office of the Clerk of the Bankruptcy Court and the Bankruptcy Court’s website, www.nysb.uscourts.gov or by accessing the website maintained by the Debtors’ claims and noticing agent, www.kccllc.net/rescap . Note that a PACER password is needed to access documents on the Bankruptcy Court’s website (a PACER password may be obtained by accessing the PACER website, http://pacer.psc.uscourts.gov). NOTE: The staff members of the office of the Clerk of the Bankruptcy Court and the Office of the United States Trustee cannot give legal advice.		
If you have any questions regarding this notice, please call the ResCap Homeowner Hotline at (888) 926-3479. You may also submit an inquiry online at www.kccllc.net/rescap .		
Name of Debtor	Case Number	Tax Identification Number
Residential Funding Company, LLC	12-12019 (MG)	93-0891336
Residential Capital, LLC	12-12020 (MG)	20-1770738
ditech, LLC	12-12021 (MG)	23-2887228
DOA Holding Properties, LLC	12-12022 (MG)	26-1424257
DOA Properties IX (Lots-Other), LLC	12-12023 (MG)	26-2783274
EPRE LLC	12-12024 (MG)	26-2747974
Equity Investment I, LLC	12-12025 (MG)	02-0632797
ETS of Virginia, Inc.	12-12026 (MG)	26-4051445
ETS of Washington, Inc.	12-12027 (MG)	45-2910665
Executive Trustee Services, LLC	12-12028 (MG)	23-2778943
GMAC-RFC Holding Company, LLC	12-12029 (MG)	23-2593763
GMAC Model Home Finance I, LLC	12-12030 (MG)	26-2748469
GMAC Mortgage USA Corporation	12-12031 (MG)	20-4796930
GMAC Mortgage, LLC	12-12032 (MG)	23-1694840
GMAC Residential Holding Company, LLC	12-12033 (MG)	91-1902190
GMACRH Settlement Services, LLC	12-12034 (MG)	23-3036156
GMACM Borrower LLC	12-12035 (MG)	45-5064887
GMACM REO LLC	12-12036 (MG)	45-5222043
GMACR Mortgage Products, LLC	12-12037 (MG)	03-0536369
HFN REO Sub II, LLC	12-12038 (MG)	None
Home Connects Lending Services, LLC	12-12039 (MG)	25-1849412
Homecomings Financial Real Estate Holdings, LLC	12-12040 (MG)	26-2736869
Homecomings Financial, LLC	12-12042 (MG)	51-0369458
Ladue Associates, Inc.	12-12043 (MG)	23-1893048
Passive Asset Transaction, LLC	12-12044 (MG)	51-0404130
PATI A, LLC	12-12045 (MG)	26-3722729
PATI B, LLC	12-12046 (MG)	26-3722937
PATI Real Estate Holdings, LLC	12-12047 (MG)	27-0515201
RAHI A, LLC	12-12048 (MG)	26-3723321
RAHI B, LLC	12-12049 (MG)	26-3723553
RAHI Real Estate Holdings, LLC	12-12050 (MG)	27-0515287
RCSFJV2004, LLC	12-12051 (MG)	20-3802722
Residential Accredit Loans, Inc.	12-12052 (MG)	51-0368240
Residential Asset Mortgage Products, Inc.	12-12053 (MG)	41-1955181
Residential Asset Securities Corporation	12-12054 (MG)	51-0362653
Residential Consumer Services of Alabama, LLC	12-12055 (MG)	63-1105449
Residential Consumer Services of Ohio, LLC	12-12056 (MG)	34-1754796
Residential Consumer Services of Texas, LLC	12-12057 (MG)	75-25010515
Residential Consumer Services, LLC	12-12058 (MG)	20-4812167

Residential Funding Mortgage Exchange, LLC	12-12059 (MG)	41-1674247
Residential Funding Mortgage Securities I, Inc.	12-12060 (MG)	75-2006294
Residential Funding Mortgage Securities II, Inc.	12-12061 (MG)	41-1808858
Residential Funding Real Estate Holdings, LLC	12-12062 (MG)	26-2736505
Residential Mortgage Real Estate Holdings, LLC	12-12063 (MG)	26-2737180
RFC-GSAP Servicer Advance, LLC	12-12064 (MG)	26-1960289
RFC Asset Holdings II, LLC	12-12065 (MG)	41-1984034
RFC Asset Management, LLC	12-12066 (MG)	06-1664678
RFC Borrower LLC	12-12068 (MG)	45-5065558
RFC Construction Funding, LLC	12-12069 (MG)	41-1925730
RFC REO LLC	12-12070 (MG)	45-5222407
RFC SFJV-2002, LLC	12-12071 (MG)	06-1664670
Proposed Attorneys for Debtors Larren M. Nashelsky Gary S. Lee Lorenzo Marinuzzi MORRISON & FOERSTER LLP 1290 Avenue of the Americas New York, New York 10104 Telephone: (212) 468-8000 Facsimile: (212) 468-7900		DATE, TIME, AND LOCATION OF MEETING OF CREDITORS PURSUANT TO BANKRUPTCY CODE SECTION 341(a) June 25, 2012 at 1:00 p.m. (ET) 80 Broad Street, Fourth Floor New York, New York 10004
DEADLINE TO FILE A PROOF OF CLAIM None at this time. When the Bankruptcy Court sets a claims deadline, you will be notified and provided a proof of claim form by mail.		
DEADLINE TO FILE A COMPLAINT TO DETERMINE DISCHARGEABILITY OF CERTAIN DEBTS None at this time.		
CREDITORS MAY NOT TAKE CERTAIN ACTIONS AGAINST THE DEBTORS IN MOST INSTANCES, BECAUSE THE FILING OF THE BANKRUPTCY CASE AUTOMATICALLY STAYS CERTAIN COLLECTION AND OTHER ACTIONS AGAINST THE DEBTORS AND THE DEBTORS' PROPERTY. UNDER CERTAIN CIRCUMSTANCES, THE STAY MAY BE LIMITED TO 30 DAYS OR NOT EXIST AT ALL, ALTHOUGH THE DEBTORS CAN REQUEST THE BANKRUPTCY COURT TO EXTEND OR IMPOSE A STAY. IF YOU ATTEMPT TO COLLECT A DEBT OR TAKE OTHER ACTION IN VIOLATION OF THE BANKRUPTCY CODE, YOU MAY BE PENALIZED. COMMON EXAMPLES OF PROHIBITED ACTIONS BY CREDITORS ARE CONTACTING THE DEBTORS TO DEMAND REPAYMENT, TAKING ACTION AGAINST THE DEBTORS TO COLLECT MONEY OWED TO CREDITORS OR TO TAKE PROPERTY OF THE DEBTORS, AND STARTING OR CONTINUING COLLECTION ACTIONS, FORECLOSURE ACTIONS, OR REPOSSESSIONS. CONSULT A LAWYER TO DETERMINE YOUR RIGHTS IN THIS CASE.		
Address of the Clerk of the Bankruptcy Court Clerk of the United States Bankruptcy Court, One Bowling Green, New York, New York 10004		For the Bankruptcy Court: Vito Genna Clerk of the Court, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, New York, New York 10004.
Hours Open: 8:30 a.m. – 5:00 p.m.		Date: May 24, 2012
Filing of Chapter 11 Bankruptcy Case	A bankruptcy case under chapter 11 of the Bankruptcy Code (title 11, United States Code) has been filed in this Bankruptcy Court by each of the Debtors named above, and an order for relief has been entered. Chapter 11 allows a debtor to reorganize or liquidate pursuant to a plan. A plan is not effective unless confirmed by the Bankruptcy Court. You may be sent a copy of the plan and disclosure statement telling you about the plan, and you might have an opportunity to vote on the plan. You will be sent a notice of the date of the confirmation hearing, and you may object to confirmation of the plan and attend the confirmation hearing. Unless a trustee is serving, the Debtors will remain in possession of the Debtors' property and may continue to operate their business.	
Legal Advice	Staff of the office of the Clerk of the Bankruptcy Court cannot give legal advice. Consult a lawyer to determine your rights in this case.	
Creditors Generally May Not	Prohibited collection actions are listed in Bankruptcy Code § 362. Common examples of prohibited actions include contacting the Debtors by telephone, mail, or otherwise to demand	

Take Certain Actions	repayment; taking actions to collect money or obtain property from the Debtors; repossessing the Debtors' property; and starting or continuing lawsuits or foreclosures.
Meeting of Creditors	A meeting of creditors is scheduled for the date, time, and location listed above. <i>The Debtors' representative must be present at the meeting to be questioned under oath by the trustee and by creditors.</i> Creditors are welcome to attend, but are not required to do so. The meeting may be continued and concluded at a later date without further notice.
Notice	You will not receive notice of all documents filed in these chapter 11 cases. On May 23, 2012, the Bankruptcy Court entered its Order Under bankruptcy Code Sections (102)(1), 105(a) and 105(d), Bankruptcy Rules 1015(c), 2002(m) and 9007 and Local Bankruptcy Rule 2002-2 Establishing Certain Notice, Case Management and Administrative Procedures (the "Notice Procedures Order"). The Notice Procedures Order describes the notice procedures that apply in these chapter 11 cases. All parties who desire to participate in these chapter 11 cases must follow the procedures set forth in the Notice Procedures Order. Parties can obtain a copy of the Notice Procedures Order and all other documents filed electronically with the Bankruptcy Court in these cases, including lists of the Debtors' property and debts, by: (i) contacting the office of the Clerk of the Bankruptcy Court at One Bowling Green, New York, New York 10004-1408, (ii) accessing the Bankruptcy Court's website at www.nysb.uscourts.gov . Note that a PACER (http://www.pacer.psc.uscourts.gov) password and login are needed to access documents on the Court's website; (iii) accessing the website maintained by the Debtors' claims and noticing agent at www.kccllc.net/rescap ; or (iv) contacting the Debtors' counsel at: Morrison & Foerster LLP, 1290 Avenue of the Americas, New York, New York 10104 (Attn: Larren M. Nashelsky, Esq., Gary S. Lee, Esq. and Lorenzo Marinuzzi, Esq.).
Claims	Schedules of liabilities will be filed pursuant to Bankruptcy Rule 1007. Any creditor holding a scheduled claim which is not identified as disputed, contingent, or unliquidated as to amount may, but is not required to, file a proof of claim in these cases. Creditors whose claims are not scheduled or whose claims are scheduled as disputed, contingent, or unliquidated as to amount and who desire to participate in these cases or share in any distribution must file a proof of claim. A creditor who relies on the schedule of liabilities has the responsibility for determining that the claim is listed accurately. A form of proof of claim and notice of the deadline for filing such proof of claim will be sent to you later. A deadline for the last day for filing proofs of claim has not yet been established.
Discharge of Debts	Confirmation of a chapter 11 plan may result in a discharge of debts, which may include all or part of your debt. <i>See</i> Bankruptcy Code § 1141(d). A discharge means that you may never try to collect the debt from the Debtors, except as provided in the plan. If you believe that a debt owed to you is not dischargeable under Bankruptcy Code § 1141(d)(6)(A), you must start a lawsuit by filing a complaint in the office of the Clerk of the Bankruptcy Court by the deadline established by the Bankruptcy Court.
Barclays DIP Order	<p>The Bankruptcy Court is considering the entry of several "final orders," including the final order (the "Barclays DIP Order") to grant the Debtors' Motion For Interim And Final Orders Pursuant To 11 U.S.C. §§ 105, 362, 363(b)(1), 363(f), 363(m), 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1) And 364(e) And Bankruptcy Rules 4001 And 6004 (I) Authorizing The Debtors To (A) Enter Into And Perform Under Receivables Purchase Agreements And Mortgage Loan Purchase And Contribution Agreements Relating To Initial Receivables And Mortgage Loans And Receivables Pooling Agreements Relating To Additional Receivables, And (B) Obtaining Postpetition Financing On A Secured, Superpriority Basis, (II) Scheduling A Final Hearing Pursuant To Bankruptcy Rules 4001(b) and 4001(c), And (III) Granting Related Relief.</p> <p>The Debtors are seeking to have the Barclays DIP Order provide, among other things, that the transfers of mortgage loans and servicing advance receivables from Debtors GMAC Mortgage LLC and Residential Funding Company LLC to Debtors GMACM Borrower LLC to RFC Borrower LLC were or are, as applicable, free and clear of all liens, claims and encumbrances pursuant to Section 363(f) of the Bankruptcy Code.</p>
Office of the Clerk of the Bankruptcy Court	Any paper that you file in these bankruptcy cases should be filed at the office of the Clerk of the Bankruptcy Court at the address listed in this notice. You may inspect all papers filed, including the list of the Debtors' property and debts and the list of property claimed as exempt, at the office of the Clerk of the Bankruptcy Court.
Foreign Creditors	Consult a lawyer familiar with United States bankruptcy law if you have any questions regarding your rights in this case.

EXHIBIT B

If you have any questions related to this notice, please call (888) 926-3479

MORRISON & FOERSTER LLP
1290 Avenue of the Americas
New York, New York 10104
Gary S. Lee
Lorenzo Marinuzzi

Counsel for the Debtors and Debtors in Possession

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

In re:

RESIDENTIAL CAPITAL, LLC, et al.,

Debtors.

Case No. 12-12020 (MG)

Chapter 11

Jointly Administered

NOTICE OF DEADLINES FOR FILING PROOFS OF CLAIM

TO ALL PERSONS AND ENTITIES WITH CLAIMS AGAINST RESIDENTIAL CAPITAL, LLC OR ITS AFFILIATED ENTITIES THAT ARE ALSO DEBTORS AND DEBTORS IN POSSESSION:

On August 29, 2012, the United States Bankruptcy Court for the Southern District of New York (the U.S. Bankruptcy Court) entered an order (the “Bar Date Order”) establishing **November 9, 2012 at 5:00 p.m. (Prevailing Eastern Time)** (the “General Bar Date”) as the last date and time for each person or entity (including individuals, partnerships, corporations, joint ventures, corporations, estates, trusts, and governmental units) to file a proof of claim against Residential Capital, LLC its affiliates that are also debtors and debtors in possession in those proceedings (collectively, the “Debtors”). Solely as to governmental units the Bar Date Order established **November 30, 2012 at 5:00 p.m. (Prevailing Eastern Time)** as the last date and time for each such governmental unit to file a proof of claim against the Debtors (the “Governmental Bar Date,” and, together with the General Bar Date, the “Bar Dates”).

The Bar Dates and the procedures set forth below for filing proofs of claim apply to all claims against the Debtors that arose before May 14, 2012, the date on which the Debtors commenced cases under Chapter 11 of the United States Bankruptcy Code (the “Petition Date”), except for those holders of the claims listed in section 4 below that are specifically excluded from the General Bar Date filing requirement.

1. WHO MUST FILE A PROOF OF CLAIM

You **MUST** file a proof of claim to vote on a Chapter 11 plan filed by the Debtors or to share in distributions from the Debtors' bankruptcy estates if you have a claim that arose before the filing of the Debtors' Chapter 11 petitions on the Petition Date and it is not one of the types of claims described in section 4 below. Claims based on acts or omissions of the Debtors that occurred before the Petition Date must be filed on or before the applicable Bar Date, even if such claims are not now fixed, liquidated or certain or did not mature or become fixed, liquidated or certain before the Petition Date.

Under section 101(5) of the Bankruptcy Code and as used in this Notice, the word "claim" means: (a) a right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured; or (b) a right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured.

2. WHAT TO FILE

Each filed proof of claim must conform substantially to the Proof of Claim Form (as defined in the Bar Date Order). Copies of the Proof of Claim Form may be obtained at <http://www.kccllc.net/rescap>. Each proof of claim must be **signed** by the claimant or by an authorized agent of the claimant. Each proof of claim must be written in English and be denominated in United States currency. You should attach to each completed proof of claim any documents on which the claim is based (if voluminous, attach a summary) or an explanation as to why the documents are not available.

Any holder of a claim against more than one Debtor must file a separate proof of claim with respect to each such Debtor and all holders of claims must identify on their proof of claim the specific Debtor against which their claim is asserted. A list of the names of the Debtors and their respective case numbers is attached to the Proof of Claim Form.

Under the Bar Date Order, the filing of a Proof of Claim Form shall be deemed to satisfy the procedural requirements for the assertion of administrative priority claims under section 503(b)(9) of the Bankruptcy Code.

3. WHEN AND WHERE TO FILE

Except as provided for herein, all proofs of claim must be filed so as to be actually received **on or before November 9, 2012 at 5:00 p.m. (Prevailing Eastern Time)**, or solely as to governmental units on or before November 30, 2012 at 5:00 p.m. (Prevailing Eastern Time), at:

(i) **If by mail or overnight courier:**

**ResCap Claims Processing Center, c/o KCC
PO Box 5004
Hawthorne, CA 90250**

(ii) **if by hand delivery:**

United States Bankruptcy Court for the Southern District of New York
One Bowling Green, Room 534
New York, New York 10004

or

ResCap Claims Processing Center, c/o KCC
2335 Alaska Ave
El Segundo, CA 90245

Proofs of claim will be deemed timely filed only if **actually received** at the ResCap Claims Processing Center or hand delivered to the U.S. Bankruptcy Court on or before 5:00 p.m. (Prevailing Eastern Time) on the applicable Bar Date. Proofs of claim **may not** be delivered by facsimile, or electronic mail.

4. WHO NEED NOT FILE A PROOF OF CLAIM

You do not need to file a proof of claim on or before the General Bar Date if you are:

- (a) Any person or entity that has **already** properly filed a proof of claim against the applicable Debtor or Debtors with the Clerk of the Bankruptcy Court for the Southern District of New York in a form substantially similar to the Proof of Claim Form;
- (b) Any person or entity whose claim is listed on the Debtors' schedules of assets and liabilities and/or schedules of executory contracts and unexpired leases (collectively, the "Schedules"), **provided that:** (i) the claim is **not** scheduled as "disputed," "contingent" or "unliquidated"; **and** (ii) the claimant agrees with the amount, nature and priority of the claim as set forth in the Schedules; **and** (iii) the claimant agrees that the claim is an obligation of the specific Debtor against which the claim is listed on the Schedules;

- (c) Any person or entity that holds a claim that has been allowed by an order of the Court entered on or before the applicable Bar Date;
- (d) Any person or entity whose claim has been paid in full by any of the Debtors;
- (e) Any person or entity that holds a claim for which specific deadlines have been fixed by an order of the Court entered on or before the applicable Bar Date;
- (f) Any person or entity that holds a claim allowable under sections 503(b) and 507(a) of the Bankruptcy Code as an expense of administration (other than any claim allowable under section 503(b)(9) of the Bankruptcy Code);
- (g) Any Debtor having a claim against another Debtor or any of the non-debtor subsidiaries of Residential Capital, LLC having a claim against any of the Debtors;
- (h) Any person or entity that holds an interest in any of the Debtors, which interest is based exclusively upon the ownership of common stock, membership interests, partnership interests, or warrants or rights to purchase, sell or subscribe to such a security or interest; provided, however, that interest holders that wish to assert claims (as opposed to ownership interests) against any of the Debtors that arise out of or relate to the ownership or purchase of an interest, including claims arising out of or relating to the sale, issuance, or distribution of the interest, must file Proofs of Claim on or before the applicable Bar Date, unless another exception identified herein applies;
- (i) Any person or entity whose claim is limited exclusively to the repayment of principal, interest, and/or other applicable fees and charges (a “Debt Claim”) on or under any bond or note issued or guaranteed by the Debtors pursuant to an indenture (the “Debt Instruments”); provided, however, that (i) the foregoing exclusion in this subparagraph shall not apply to the Indenture Trustee under the applicable Debt Instruments (an “Indenture Trustee”), (ii) the Indenture Trustee shall be required to file one Proof of Claim, on or before the General Bar Date, with respect to all of the Debt Claims on or under each of the applicable Debt Instruments, and (iii) any holder of a Debt Claim wishing to assert a claim, other than a Debt Claim, arising out of or relating to a Debt Instrument shall be required to file a Proof of Claim on or before the Bar Date, unless another exception in this paragraph applies;
- (j) Any person or entity holding a claim for principal, interest and other fees and expenses under the Debtors’ secured financing facilities (the “Financing Facilities”)¹ to the extent of, and only for such claims relating to the Financing Facilities; or

¹ “Financing Facilities” as used herein shall mean the Debtors’ financing facilities that are exempt from filing a Proof of Claim Form as previously ordered by the Court [Docket Nos. 471, 490 and 491].

- (k) Any person or entity that holds a claim against a securitization trust (each a “Trust”) that is based exclusively upon the ownership of a note, bond and/or certificate backed by mortgage loans held by the Trust; provided, however, that holders of such notes, bonds and/or certificates that wish to assert claims against the Debtors (as opposed to claims against the applicable Trust) must file Proofs of Claim on or before the applicable Bar Date, unless another exception identified herein applies.

This Notice is being sent to many persons and entities that have had some relationship with or have done business with the Debtors but may not have an unpaid claim against the Debtors. Receipt of this Notice does not mean that you have a claim or that the Debtors or the Court believe that you have a claim against the Debtors.

5. EXECUTORY CONTRACTS AND UNEXPIRED LEASES

If you have a claim arising out of the rejection of an executory contract or unexpired lease, you must file a proof of claim by the later of (a) the applicable Bar Date and (b) thirty (30) days after the date of entry of an order of rejection (unless the order of rejection provides otherwise).

6. CONSEQUENCES OF FAILURE TO FILE A PROOF OF CLAIM BY THE BAR DATE

ANY HOLDER OF A CLAIM THAT IS NOT EXCEPTED FROM THE REQUIREMENTS OF THE BAR DATE ORDER, AS DESCRIBED IN SECTION 4 ABOVE, AND THAT FAILS TO TIMELY FILE A PROOF OF CLAIM IN THE APPROPRIATE FORM WILL BE FOREVER BARRED, ESTOPPED AND ENJOINED FROM ASSERTING SUCH CLAIM AGAINST THE DEBTORS, THEIR SUCCESSORS, THEIR CHAPTER 11 ESTATES AND THEIR RESPECTIVE PROPERTY OR FILING A PROOF OF CLAIM WITH RESPECT TO SUCH CLAIM, FROM VOTING ON ANY PLAN OF REORGANIZATION FILED IN THESE CASES AND FROM PARTICIPATING IN ANY DISTRIBUTION IN THE DEBTORS’ CASES ON ACCOUNT OF SUCH CLAIM OR RECEIVING FURTHER NOTICES REGARDING SUCH CLAIM.

7. THE DEBTORS’ SCHEDULES AND ACCESS THERETO

You may be listed as the holder of a claim against one or more of the Debtors in the Debtors’ Schedules. If you rely on the Debtors’ Schedules, it is your responsibility to determine that your claim is accurately listed on the Schedules. If you agree with the nature, amount and status of your claim as listed on the Debtors’ Schedules, and if you do not dispute that your claim is against only the specified Debtor, and if your claim is not described as “disputed,” “contingent,” or “unliquidated,” you need not file a proof of claim. Otherwise, or if you decide to file a proof of claim, you must do so before the applicable Bar Date in accordance with the procedures set forth in this Notice.

Copies of the Debtors' Schedules are available for inspection on the Court's internet website at www.nysb.uscourts.gov and on the independent website maintained by the Debtors, <http://www.kccllc.net/rescap>. A login and password to the Court's Public Access to Electronic Court Records ("PACER") are required to access www.nysb.uscourts.gov and can be obtained through the PACER Service Center at www.pacer.psc.uscourts.gov. Copies of the Schedules may also be examined between the hours of 9:00 a.m. and 4:30 p.m. (Prevailing Eastern Time), Monday through Friday, at the Office of the Clerk of the Bankruptcy Court, One Bowling Green, Room 511, New York, New York 10004-1408.

Copies of the Debtors' Schedules may also be obtained by written request to the Debtors' claims agent at the address set forth below:

**ResCap Claims Processing Center
c/o KCC
PO Box 5004
Hawthorne, CA 90250**

8. RESERVATION OF RIGHTS

The Debtors reserve their right to object to any proof of claim, whether filed or scheduled, on any grounds. The Debtors reserve their right to dispute or to assert offsets or defenses to any claim reflected on the Schedules or any amendments thereto, as to amount, liability, classification or otherwise, and to subsequently designate any claim as disputed, contingent, unliquidated or undetermined.

A holder of a possible claim against the Debtors should consult an attorney regarding matters in connection with this Notice, such as whether the holder should file a Proof of Claim.

Dated: New York, New York
August 29, 2012

BY ORDER OF THE COURT

Gary S. Lee
Lorenzo Marinuzzi
MORRISON & FOERSTER LLP
1290 Avenue of the Americas
New York, New York 10104

*Counsel for the Debtors and
Debtors in Possession*

If you have any questions related to this notice, please call (888) 926-3479

R E S C A P

Residential Capital, LLC (ResCap), previously announced that it and its subsidiaries, including GMAC Mortgage, are restructuring under Chapter 11. Although you may not be familiar with our name, ResCap is the parent company of GMAC Mortgage. You are receiving this letter because you have been identified as a current customer, or were at one time considering completing a loan application with GMAC Mortgage.

From time to time throughout these Chapter 11 proceedings, you may receive legal notices in the mail related to ResCap's bankruptcy case. Enclosed with this letter is a legal document, which is being mailed to a wide range of parties. The legal notice enclosed with this letter relates to the process for filing "Proofs of Claim" in our Chapter 11 proceedings. This notice is being sent to potential creditors who are or may be owed payment for obligations that arose prior to May 14, 2012, the date that ResCap filed for Chapter 11.

ResCap is providing this notice to all customers and mortgage loan applicants not because ResCap believes that you have claims against ResCap, but because ResCap may be unaware of claims a customer believes he or she may have.

The enclosed notice describes the "Bar Date" – the legal deadline by which any creditor must file a Proof of Claim in these Chapter 11 proceedings for any obligations that arose prior to May 14, 2012. **The Bar Date is November 9, 2012 at 5:00 p.m. (Eastern Time).**

Please review the enclosed notice materials carefully. If you believe you have a claim against the Debtors for a matter or obligation that arose prior to May 14, 2012, you must file a Proof of Claim by November 9, 2012 at 5:00 p.m. (Eastern Time), in accordance with the procedures set forth in the notice. **A Proof of Claim form may be obtained at www.kccllc.net/rescap.**

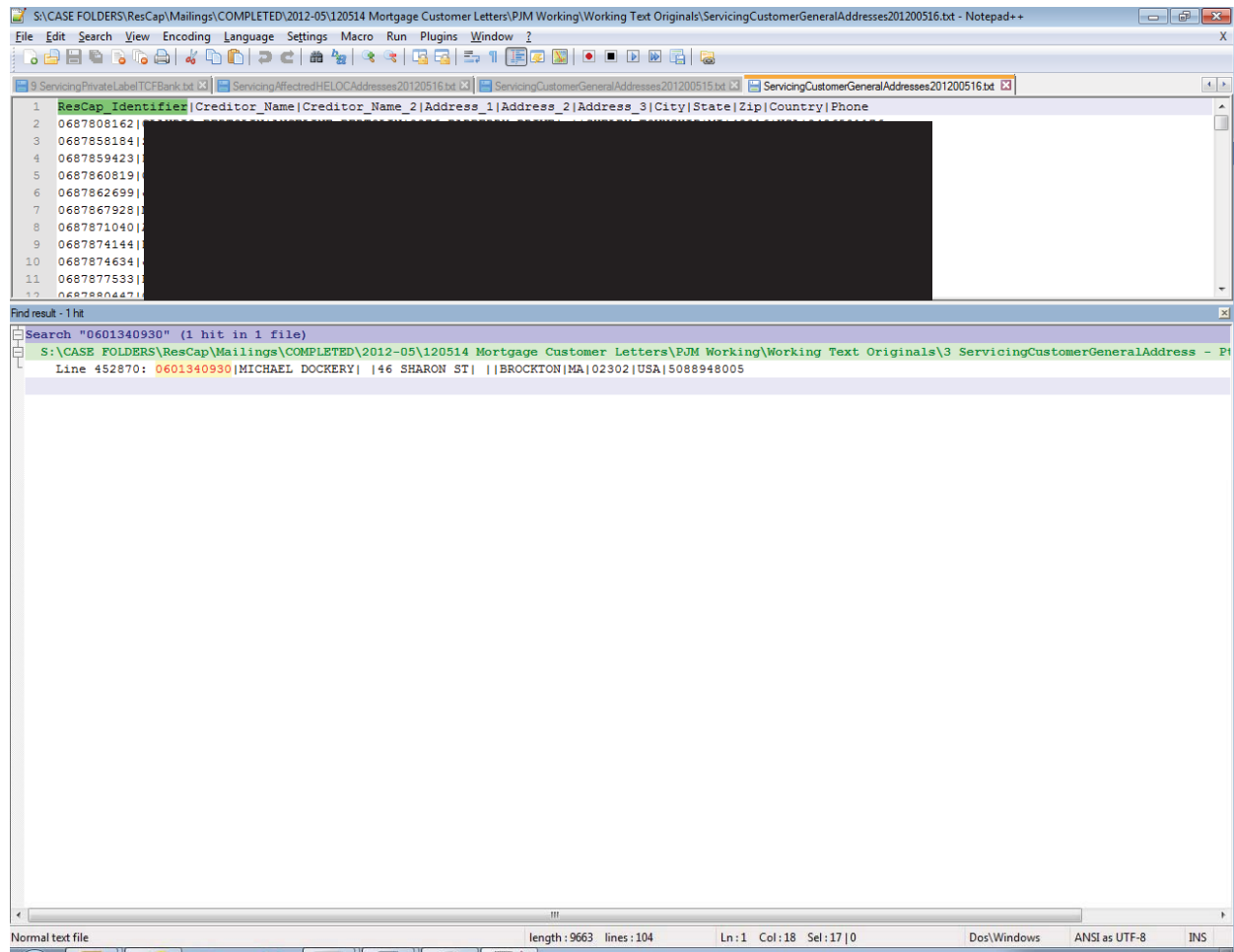
If you are a defendant in a foreclosure action you do not need to file a Proof of Claim to protect your defense to foreclosure, unless you have asserted any affirmative defenses that request monetary relief. You do not need to file a Proof of Claim for you mortgage amount. Your obligations under your loan agreement have not changed. As such, you should continue to make your scheduled loan payments on time and in full to the address listed on your monthly account statement.

For additional information, please contact the ResCap Restructuring Hotline at 888-926-3479, or submit an inquiry at www.kccllc.net/rescap. If you require legal advice, however, you may also wish to consult a lawyer to discuss the filing of a Proof of Claim.

Thank you for your continued support.

Residential Capital, LLC

EXHIBIT C



The screenshot shows a Notepad++ window with the following content:

File Edit Search View Encoding Language Settings Macro Run Plugins Window ?

3 ServicingPrivateLabelTCFBank.txt 3 ServicingAffectedHELOCAAddresses20120516.txt 3 ServicingCustomerGeneralAddresses20120515.txt 3 ServicingCustomerGeneralAddresses20120516.txt

```
1 ResCap_Identifier|Creditor_Name|Creditor_Name_2|Address_1|Address_2|Address_3|City|State|Zip|Country|Phone
2 0687808162|
3 0687858184|
4 0687859423|
5 0687860819|
6 0687862699|
7 0687867928|
8 0687871040|
9 0687874144|
10 0687874634|
11 0687877533|
12 0687880447|
```

Find result - 1 hit

Search: "0601340930" (1 hit in 1 file)

S:\CASE FOLDERS\ResCap\Mailings\COMPLETED\2012-05\120514 Mortgage Customer Letters\PJM Working\Working Text Originals\3 ServicingCustomerGeneralAddress - P

Line 452870: 0601340930|MICHAEL DOCKERY| 146 SHARON ST| | BROCKTON|MA|02302|USA|5088948005

Normal text file length: 9663 lines: 104 Ln: 1 Col: 18 Sel: 17 | 0 Dos\Windows ANSI as UTF-8 INS

Exhibit 4

Dockery Complaint Against GMAC Mortgage, LLC

COMMONWEALTH OF MASSACHUSETTS

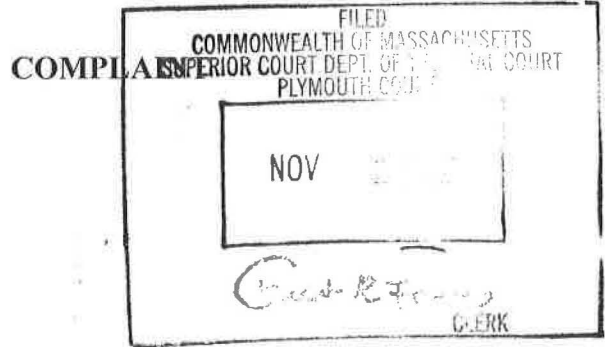
PLYMOUTH, SS

SUPERIOR COURT DEPARTMENT
CIVIL ACTION NO: 07-1433A

11-2-07
Chf 288-1
10/11/14
MICHAEL DOCKERY
PLAINTIFF,

v.

GMAC MORTGAGE, LLC,
DEFENDANT.



PARTIES

1. The Plaintiff, Michael Dockery is an adult resident of the Commonwealth of Massachusetts, County of Plymouth, residing at 255 Court Street, Brockton, Massachusetts.
2. The Defendant, GMAC Mortgage, LLC (hereafter "GMAC"), is a Limited Liability Company doing business in the City of Brockton, County of Plymouth, Commonwealth of Massachusetts, and is a domestic Limited Liability Company registered in the State of Delaware with a registered address of 2711 Centerville Road, Delaware, Maryland.

FACTS

3. On or about on August 15, 2005, The Plaintiff executed a Secondary Promissory Note (the "Note") at a closing for the property located at 255 Court Street, Brockton, Massachusetts (hereafter "Court Street") for the amount of three hundred forty-eight thousand dollars (348,000.00).
4. The Note was secured by a Mortgage granted to GMAC and recorded against the real property at Court Street (hereafter the "loan").
5. Sometime prior to the closing date, the Plaintiff delivered proof of hazard insurance for Court Street to GMAC.
6. After the closing date, the Plaintiff tendered monthly payment to GMAC pursuant to his mortgage coupons, which included principal, interest, and escrowed funds for taxes and insurance.

7. Although Court Street was insured, GMAC purchased forced placement insurance (hereafter the "plan") and charged the Plaintiff additional funds which were attributed, and increased the loan and monthly payment.
8. Due to the additional funds placed on the Plaintiff's loan, the loan became delinquent, and ultimately fell into default.
9. The Plaintiff attempted to resolve this issue with GMAC, furnished proof of insurance, and was ignored by GMAC.
10. GMAC commenced aggressive attempts to collect the premium for the plan, and arrears for the loan.
11. The loan agreement between the Plaintiff and GMAC states that GMAC can only purchase forced placement insurance for the Court Street property if the Court Street property is uninsured.
12. At all applicable times, the Plaintiff carried appropriate insurance for the Court Street property.
13. The purchase of the plan violates the loan agreement between the Plaintiff and GMAC.
14. GMAC's breach has injured the plaintiff's credit rating.
15. GMAC's breach has put the target property in foreclosure.
16. GMAC's breach has caused the plaintiff monetary damages.
17. GMAC's breach has caused the plaintiff emotional distress.
18. GMAC's breach has caused the plaintiff damage to reputation.
19. GMAC's negligently purchased the forced placement insurance for the target property.
20. GMAC breached its contract with the Plaintiff.
21. GMAC's breach caused the Plaintiff to lose a line of credit.
22. GMAC's breach has lost the plaintiff past and future earnings.
23. On March 7, 2007, Plaintiff forwarded a written demand for relief pursuant to Massachusetts General Laws Chapters 93A and 176D to the Defendant. (see enclosed demand letter with proof of service, Exhibit 1).

- 24. Defendant did not timely or properly respond to said demand letter, however GMAC's response is attached. (See demand response, Exhibit 2).
- 25. The Plaintiff has satisfied all requirements of presentment of their claims under Massachusetts General Laws Chapters 93A.
- 26. The acts of the Defendant were unfair and deceptive in violation of Massachusetts General Laws Chapter 93A.
- 27. The acts of the Defendant were willful and knowing in violation of Massachusetts General Laws Chapter 93A.
- 28. The failure of Defendant to make a reasonable offer of settlement is a willful and knowing violation of the acts of the Defendant were unfair and deceptive in violation of Massachusetts General Laws Chapters 93A.

Count I

By reference, Count I incorporates paragraphs 1 through 28

- 29. This is an action by the Plaintiff against the Defendant for breach of contract.

Count II

By reference, Count II incorporates paragraphs 1 through 28

- 30. This is an action by the Plaintiff against the Defendant for unfair and deceptive acts in violation of Massachusetts General Laws Chapters 93A.

Count III

By reference, Count III incorporates paragraphs 1 through 28

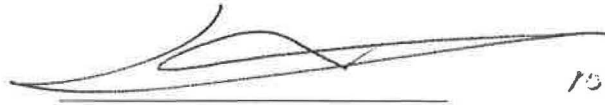
- 31. This is an action by the Plaintiff against the Defendant for negligence.

Demands for Relief

- A. Plaintiff demands judgment against Defendant, GMAC Mortgage, LLC, for breach of contract, that damages be established and Plaintiff be awarded same, along with costs, interest and reasonable attorney's fees.
- B. Plaintiff demands judgment against Defendant, GMAC Mortgage, LLC, in the amount of his damages, together with multiple damages in accordance with Massachusetts General Laws Chapters 93A, and together with attorney fees, interest and costs as permitted by law.

- C. Plaintiff demands a court order against Defendant, GMAC Mortgage, LLC, to take all actions to restore the credit rating of the Plaintiff.

Respectfully submitted,
Michael Dockery
By his attorney,



12/31/07

Neil Burns, BBO #546051
Keith Slattery, BBO #652499
Law Office of Neil Burns
Six Beacon Street, Suite 600
Boston, Massachusetts 02108
(617) 227-7423

Exhibit 5

Dockery Action Docket

**Commonwealth of Massachusetts
SUPERIOR COURT
Case Summary
Civil Docket**

Dockery v GMAC Mortgage LLC

Details for Docket: PLCV2007-01433

Case Information

Docket Number:	PLCV2007-01433	Caption:	Dockery v GMAC Mortgage LLC
Filing Date:	11/02/2007	Case Status:	Suspended (Bankruptcy)
Status Date:	06/07/2012	Session:	Civil A - CtRm 5 (Brockton)
Lead Case:	NA	Case Type:	Complex

Tracking Deadlines

TRK:	F	Discovery:	08/28/2008
Service Date:	01/31/2008	Disposition:	08/23/2009
Rule 15:	03/31/2008	Rule 12/19/20:	03/31/2008
Final PTC:	02/24/2009	Rule 56:	10/27/2008
Answer Date:	03/01/2008	Jury Trial:	YES

Case Information

Docket Number:	PLCV2007-01433	Caption:	Dockery v GMAC Mortgage LLC
Filing Date:	11/02/2007	Case Status:	Suspended (Bankruptcy)
Status Date:	06/07/2012	Session:	Civil A - CtRm 5 (Brockton)
Lead Case:	NA	Case Type:	Services, labor, materials

Tracking Deadlines

TRK:	F	Discovery:	08/28/2008
Service Date:	01/31/2008	Disposition:	08/23/2009
Rule 15:	03/31/2008	Rule 12/19/20:	03/31/2008
Final PTC:	02/24/2009	Rule 56:	10/27/2008
Answer Date:	03/01/2008	Jury Trial:	YES

Parties Involved

3 Parties Involved in Docket: PLCV2007-01433

Party Involved:		Role:	Defendant
Last Name:	GMAC Mortgage LLC	First Name:	

Address: 4 Walnut Grove Drive
City: Horsham
Zip Code: 19044
Telephone:

Address:
State: PA
Zip Ext:

Party Involved:
Last Name: 21st Mortgage Corporation
Address:
City:
Zip Code:
Telephone:

Role: Other interested party
First Name:
Address:
State:
Zip Ext:

Party Involved:
Last Name: Dockery
Address: 46 Sharon Street
City: Brockton
Zip Code: 02302
Telephone: 617-265-6601

Role: Plaintiff
First Name: Michael
Address:
State: MA
Zip Ext:

Attorneys Involved

7 Attorneys Involved for Docket: PLCV2007-01433

Attorney Involved:
Last Name: Slattery
Address: Law Office of Keith Slattery
City: Peabody
Zip Code: 01960
Telephone: 978-717-5406
Fascimile: 978-717-5407

Firm Name:
First Name: Keith
Address: Post Office Box 2057
State: MA
Zip Ext:
Tel Ext:
Representing: Dockery, Michael (Plaintiff)

Attorney Involved:
Last Name: McKelvey
Address: 28 State Street
City: Boston
Zip Code: 02109
Telephone: 617-213-7006

Firm Name: HINS01
First Name: Maura K.
Address: 24th floor
State: MA
Zip Ext:
Tel Ext:

Fascimile:	617-213-7001	Representing:	GMAC Mortgage LLC, (Defendant)
Attorney Involved:		Firm Name:	HINS01
Last Name:	Bunce	First Name:	Jennifer S
Address:	28 State Street	Address:	24th floor
City:	Boston	State:	MA
Zip Code:	02109	Zip Ext:	
Telephone:	617-213-7000	Tel Ext:	
Fascimile:	617-213-7001	Representing:	GMAC Mortgage LLC, (Defendant)
Attorney Involved:		Firm Name:	HARM01
Last Name:	Normand	First Name:	Jennifer J.
Address:	P.O. Box 610389	Address:	
City:	Newton Highlands	State:	MA
Zip Code:	02461	Zip Ext:	0389
Telephone:	617-558-2264	Tel Ext:	
Fascimile:	617-243-4038	Representing:	GMAC Mortgage LLC, (Defendant)
Attorney Involved:		Firm Name:	HINS01
Last Name:	Fabella	First Name:	Justin M.
Address:	28 State Street	Address:	24th Floor
City:	Boston	State:	MA
Zip Code:	02109	Zip Ext:	
Telephone:	617-213-7000	Tel Ext:	
Fascimile:	617-213-7001	Representing:	GMAC Mortgage LLC, (Defendant)
Attorney Involved:		Firm Name:	SHEC02
Last Name:	Souza	First Name:	Randall L
Address:	1080 Main Street	Address:	
City:	Pawtucket	State:	RI
Zip Code:	02860	Zip Ext:	4847
Telephone:	401-272-1400	Tel Ext:	
Fascimile:	401-272-1403	Representing:	GMAC Mortgage LLC, (Defendant)
Attorney Involved:		Firm Name:	SHEC02
Last Name:	Atchison	First Name:	James G.
Address:	1080 Main Street	Address:	

City: Pawtucket **State:** RI
Zip Code: 02860 **Zip Ext:**
Telephone: 401-272-1400 **Tel Ext:**
Fascimile: 617-428-0801 **Representing:** 21st Mortgage Corporation,
 (Other interested party)

Calendar Events

34 Calendar Events for Docket: PLCV2007-01433

No.	Event Date:	Event Time:	Calendar Event:	SES:	Event Status:
1	12/17/2007	09:00	Status: by clerk	A	Event held as scheduled
2	02/26/2009	15:00	Conf: final pre-trial	A	Event not held-joint request
3	05/26/2009	15:00	Conf: final pre-trial	A	Event not held-joint request
4	08/04/2009	15:00	Conf: final pre-trial	A	Event rescheduled by court prior to date
5	08/17/2009	14:00	Motion/Hearing: Rule56	A	Event held as scheduled
6	10/19/2009	15:00	Conf: final pre-trial	A	Event held as scheduled
7	11/17/2009	14:30	Conf: special call	A	Event rescheduled by court prior to date
8	12/17/2009	14:00	Conf: special call	A	Event not held-joint request
9	01/15/2010	14:00	Conf: special call	A	Event held as scheduled
10	02/23/2010	14:00	Conf: special call	A	Event held as scheduled
11	03/30/2010	10:00	Conf: special call	A	Event held as scheduled
12	05/19/2010	09:00	TRIAL: by jury	A	Event not held-joint request
13	08/10/2010	09:00	Status: by session	A	Event held as scheduled
14	09/22/2010	09:00	TRIAL: by jury	A	Event not held-joint request
15	11/30/2010	09:00	Status: by session	A	Event held as scheduled
16	02/22/2011	09:00	TRIAL: by jury	A	Event not held-joint request
17	03/28/2011	09:00	TRIAL: by jury	A	Event not held-joint request
18	06/06/2011	09:00	TRIAL: by jury	A	Event not held-joint request
19	08/29/2011	09:00	Status: by session	A	Event held as scheduled
20	09/26/2011	09:00	TRIAL: by jury	A	Trial begins
21	09/27/2011	09:00	TRIAL: by jury	A	Event continues over Multiple Days
22	09/28/2011	09:00	TRIAL: by jury	A	Trial ends
23	01/12/2012	14:00	Status: Clerk Follow UP	B	Event held as scheduled
24	04/04/2012	16:00	Status: Clerk Follow UP	B	Event canceled not re-scheduled
25	04/10/2012	16:00	Status: Clerk Follow UP	B	Event held as scheduled
26	04/13/2012	16:00	Status: Clerk Follow UP	B	Event held as scheduled
27	06/11/2013	16:00	Status: Clerk Follow UP	B	Event held as scheduled
28	12/11/2013	16:00	Status: Clerk Follow UP	B	Event held as scheduled
29	03/20/2014	14:00	Status: administrative	B	Event held as scheduled
30	05/20/2014	16:00	Status: Clerk Follow UP	B	Event canceled not re-scheduled
31	10/14/2014	14:00	Motion/Hearing: prel inj	A	Event held as scheduled

32	10/24/2014	09:00	Motion/Hearing: prel inj	A	Event rescheduled by court prior to date
33	10/27/2014	14:00	Motion/Hearing: prel inj	A	Event held as scheduled
34	01/05/2015	14:00	Motion/Hearing: prel inj	A	

Full Docket Entries

209 Docket Entries for Docket: PLCV2007-01433

Entry Date:	Paper No:	Docket Entry:
11/02/2007	1	Complaint & civil action cover sheet filed (chk 280.00 recvd, 1
11/02/2007	1	summons)
11/02/2007		Origin 1, Type A01, Track F.
11/02/2007		Case selected for review pursuant to ST.1996.c358,s.5 [St. 2000, c.
11/02/2007		142, s. 5, as amended 2002, c. 70, as amended 2004, c. 252]
11/02/2007		Notice of 93A complaint sent to Attorney General
11/29/2007	2	Affidavit of Keith Slattery - SERVICE RETURNED: GMAC Mortgage
11/29/2007	2	LLC(Defendant) - Long Arm
12/24/2007	3	ANSWER and jury claim of GMAC Mortgage LLC(Defendant)
12/30/2008	4	Notice sent to appear for pre-trial conference on Thursday, February
12/30/2008	4	26, 2009 @ 3:00PM in Brockton
02/20/2009	5	Joint MOTION to continue the pre-trial conference filed and ALLOWED
02/20/2009	5	(Hely, J)cc; mailed 2/25/09
02/25/2009	6	Notice sent to appear for pre-trial conference on Tuesday, May 26,
02/25/2009	6	2009 @ 3:00PM in Brockton
05/21/2009	7	Joint motion to continue the pre trial conference scheduled for May
05/21/2009	7	26, 2009 ; filed and ALLOWED (Chin,J)
06/04/2009	8	Atty Neil Burns's withdrawal of appearance filed re: Michael Dockery
06/04/2009	9	Atty Keith Slattery's notice of appearance for Michael Dockery
06/25/2009	10	Notice sent to appear for pre-trial conference on Tuesday, August 4,
06/25/2009	10	2009 @ 3:00PM in Brockton
07/16/2009	11	Defendant GMAC Mortgage LLC's MOTION, brief and affidavit for Summary
07/16/2009	11	Judgment, pursuant to Mass.R.Civ.P. 56, opp
07/23/2009	12	Notice sent to appear on August 17, 2009 @ 2:00 in Brockton for a
07/23/2009	12	hearing on Summary Judgment
08/17/2009		Hearing on (P#11) rule 56 held, matter taken under advisement.
08/17/2009		(Jeffrey A. Locke, Justice)
08/17/2009		Motion (P#11) Defendant GMAC Mortgage motion for summary judgment:
08/17/2009		After hearing DENIED (Jeffrey A. Locke, Justice). cc:
09/17/2009	13	Notice sent to appear for pre-trial conference on Monday, October 19,
09/17/2009	13	2009 @ 3:00PM in Brockton
10/16/2009	13	Atty Maura K McKelvey and Jennifer S Bunce's notice of appearance for
10/16/2009	13	GMAC Mortgage LLC

10/16/2009	13	Atty Jennifer J. Normand's withdrawal of appearance filed re: GMAC
10/16/2009	13	Mortgage LLC
10/19/2009	14	Pre-trial memorandum of Michael Dockery
10/19/2009	15	Pre-trial ORDER;special order; All depo's to be taken w/in 60 days.
10/19/2009	15	Attys' will have until 10/26/09 to report to clerk David Biggs re:
10/19/2009	15	Mediation Session (Locke, J) cc; in court
10/27/2009	16	Notice sent to appear on Tuesday, November 17, 2009 @ 2:30PM in
10/27/2009	16	Brockton for Mediation w/DB
11/17/2009		Court received letter to reschedule mediation per conversation
11/17/2009		w/David Biggs
11/19/2009	17	Notice sent to appear Thursday, December 17, 2009 @ 2:00PM in
11/19/2009	17	Brockton for mediation w/DB
12/17/2009	18	Notice sent to appear on January 15, 2010 @ 2:00 in Brockton for a
12/17/2009	18	Mediation with David Biggs
02/03/2010		By agreement of the parties - case scheduled for Mediation with Asst.
02/03/2010		Clerk David Biggs on Tuesday, February 23, 2010 @ 2:00 in Brockton
02/23/2010	19	Pre-trial ORDER: Trial with May 19, 2010 @ 9:00 in Brockton *After
02/23/2010	19	mediation with Clerk Biggs, case continued to March 30, 2010 for a
02/23/2010	19	10:00 AM phone conference. By agreement...depo of Mr. Dockery to be
02/23/2010	19	taken on 4/7/10 (Hely, J.) cc: 2/24/10
05/18/2010		Trial continued to August 10, 2010 @ 9:00 in Brockton; by agreement
05/18/2010		of the parties
08/10/2010		After status - case continued to September 22, 2010 @ 9:00 in
08/10/2010		Brockton for Trial (Locke, J.)
09/16/2010	20	Deft's. Assented to MOTION To Continue Trial, filed and ALLOWED -
09/16/2010	20	Trial continued to November 30, 2010 @ 9:00 in Brockton (Locke, J.)
09/16/2010	20	cc: 9/17/10
11/19/2010	21	Plaintiff Michael Dockery's MOTION in limine to Preclude
11/19/2010	21	Evidence/Records of Michael Dockery's Finances Disclosec During
11/19/2010	21	Settlement Negotiation
11/19/2010	22	Plaintiff Michael Dockery's MOTION in limine to Preclude
11/19/2010	22	Evidence/Records of Any Potential Reason For Foreclosure That Was Not
11/19/2010	22	The Subject of This Lawsuit
11/30/2010		After status - case continued to February 22, 2011 @ 9:00 in Brockton
11/30/2010		for Trial (Hely, J.)
01/26/2011		By agreement of the parties - Trial continued to March 28, 2011 @
01/26/2011		9:00 in Brockton
04/07/2011		By agreement - Trial continued to June 6, 2011 @ 9:00 in Brockton
05/06/2011		Attorney Maura K McKelvey for GMAC Mortgage LLC, Notice of change of
05/06/2011		address
06/06/2011		By Agreement - Trial continued to August 29, 2011 @ 9:00 in Brockton
06/06/2011		(David M. Biggs, Asst. Clerk)
08/20/2011		

After status - Case continued to September 26, 2011 @ 9:00 in
 08/29/2011 Brockton for Trial - First Case Out (Cosgrove, J.)
 09/15/2011 23 Atty Justin M. Fabella's notice of appearance for GMAC Mortgage LLC
 09/22/2011 24 Defendant GMAC Mortgage LLC's MOTION in limine to Preclude The
 09/22/2011 24 Plaintiff From Claiming or Referencing Lost Earning Damages At Trial
 09/22/2011 25 Defendant GMAC Mortgage LLC's MOTION in limine to Preclude Any
 09/22/2011 25 Reference To Or Evidence of Damages Based On The Economic Loss Rule
 09/22/2011 26 Defendant GMAC Mortgage LLC's MOTION in limine to Preclude The
 09/22/2011 26 Plaintiff From Claiming or Referencing Emotional Distress Damages At
 09/22/2011 26 Trial
 09/22/2011 27 Defendant GMAC Mortgage LLC's MOTION in limine Based on The Doctrine
 09/22/2011 27 of In Pari Delicto
 09/22/2011 28 Defendant GMAC Mortgage LLC's MOTION for Voir Dire of Prospective
 09/22/2011 28 Jurors
 09/23/2011 29 Deft's. MOTION in limine To Preclude Any Reference To Plaintiff's
 09/23/2011 29 Credit Score, Credit History and/or Denial of Loan Applications on
 09/23/2011 29 the Basis of Hearsay, filed..No Action
 09/23/2011 30 Deft's. MOTION in limine To Preclude The Plaintiff From Seeking
 09/23/2011 30 Attorney's Fees and Multiple Damages
 09/26/2011 31 Plaintiff's Proposed Jury Instructions
 09/26/2011 32 Deft's. Request For Jury Instructions
 09/26/2011 33 Plaintiff's Witness list
 09/26/2011 34 Deft's. Request For Jury Instructions
 09/26/2011 Motion (#21, to preclude) ALLOWED (Cosgrove, J.)
 09/26/2011 Motion (#22, to preclude) DENIED (Cosgrove, J.)
 09/26/2011 Motion (P#24, to preclude) DENIED, subject to deft's right to object
 09/26/2011 to any particular piece of evidence (Cosgrove, J.)
 09/26/2011 Motion (P#25, to preclude) DENIED (Cosgrove, J.)
 09/26/2011 Motion (P#26, to preclude) ALLOWED (Cosgrove, J.)
 09/26/2011 Motion (P#27, to preclude) DENIED (Cosgrove, J.)
 09/26/2011 Case called for Trial. All counsel present and 12 jurors seated
 09/26/2011 (Cosgrove, J.) JAVS
 09/27/2011 Jury Trial Continues. All counsel and 12 jurors present (Cosgrove,
 09/27/2011 J.) JAVS
 09/28/2011 35 Verdict on Special Questions of jury for defendant, GMAC Mortgage LLC
 09/28/2011 35 (Cosgrove, J.) JAVS
 09/28/2011 Jury Trial continues and Ends this day. All counsel and 12 jurors
 09/28/2011 present. All Exhibits returned to parties. After hearing with the
 09/28/2011 Court, 93A Waived by the plaintiff (Cosgrove, J.) JAVS
 10/06/2011 36 JUDGMENT on jury verdict for the defendant(s), GMAC Mortgage LLC
 10/06/2011 36 (Cosgrove, J.) Copies mailed 10/6/2011
 10/21/2011 37 Affidavit of Justin M. Fabella For Taxation of Costs pur. to MRCP 54
 10/21/2011

	37	and G.L. c. 261, S.1
10/24/2011	38	Pro Se Plaintiff Michael Dockery's notice of appeal
11/03/2011		Affidavit for Taxation of Costs forwarded to Judge Cosgrove sitting
11/03/2011		Norfolk Superior Court
11/08/2011	39	Notice of filing of appeal sent sent to all parties
11/08/2011		Case returned to Brockton pending decision on taxation of costs
11/22/2011	40	Judgment for Taxation of Costs against Michael Dockery (Robert C.
11/22/2011	40	Cosgrove, Justice) dated 11/9/11. Entered and Copies mailed 11/22/11
12/05/2011	41	Plaintiff Michael Dockery's MOTION for entry of an Order denying
12/05/2011	41	Defendant's Motion to Dismiss Appeal.
01/03/2012	42	Motion (P#41) No motion on file (Adam J. Baler, Assistant Clerk).
01/03/2012	42	Notices mailed 1/4/2012
03/01/2012	43	STATUS REVIEW of Appeal. Copies mailed 3/2/2012
03/14/2012	43	Defendant GMAC Mortgage LLC's MOTION to dismiss Michael Dockery's
03/14/2012	43	appeal; Memorandum of Law in Support; Affidavit of Compliance with S.
03/14/2012	43	C. Rule 9A, No Opposition
03/16/2012	44	Status review notice returned from Michael Dockery:in the
03/16/2012	44	process of reviewing and analyzing the transcript of the trial for
03/16/2012	44	appellate issues. Estimates completion of this process will take
03/16/2012	44	maybe 3 more weeks (copy of Transcript Order form sent to OTS 11/2/11)
03/27/2012	45	(P#44) Motion to extend time to designate and thereafter assemble
03/27/2012	45	review Allowed to be completed by April 11, 2012. (Christopher J.
03/27/2012	45	Muse, Justice). Notices mailed 3/27/2012
03/29/2012	46	Pltff's MOTION for entry of an order denying deft's motion to dismiss
03/29/2012	47	Certification of transcript ordered
04/11/2012	48	Plaintiff Michael Dockery's Notice of intent to file motion Rule 60(b)
04/11/2012	49	Plaintiff Michael Dockery's MOTION to extend time (3 months) pending
04/11/2012	49	a ruling on Rule 60(b).
04/11/2012	50	Motion (P#49) Motion to be served and filed pursuant to Superior
04/11/2012	50	Court Rule 9A (Christopher J. Muse, Justice). Notices mailed 4/12/2012
05/14/2012	51	Motion (P#43.1) As Plaintiff has complied with requirements, DENIED.
05/14/2012	51	(Christopher J. Muse, Justice). Notices mailed 5/15 /2012
06/07/2012	52	Suggestion of bankruptcy by Defendant, GMAC Mortgage LLC
06/07/2012	53	Order on suggestion of defendant, GMAC Mortgage LLC bankruptcy:
06/07/2012	53	Christopher J. Muse, Justice
11/20/2012		Status reviewof Bankruptcy notice returned from Plaintiff Dockery
11/20/2012		statting proceedings are still on going
05/17/2013	54	Pltff's Status Report
11/13/2013	55	Court received Status Report Deft GMAC: bankruptcy proceedings is
11/13/2013	55	ongoing
01/07/2014	56	Status Report received from Plaintiff stating GMAC bankruptcy
01/07/2014	56	proceedings has been conluded - and seeking an order to remove the
01/07/2014		

56 stay

02/28/2014 57 Notice sent to appear on 3/20/2014 @2:00pm in Plymouth for a hearing

02/28/2014 57 on Status Conference

03/19/2014 58 Atty Randall L Souza's notice of appearance for GMAC Mortgage LLC

03/19/2014 59 Attys Maura K. McKelvey, Justin Fabella and Jennifer S Bunce's

03/19/2014 59 withdrawal of appearance filed re: GMAC Mortgage LLC

03/25/2014 60 At Status Conference Bankruptcy proceedings concluded. Plaintiff to

03/25/2014 60 serve, pursuant to Superior Court Rule 9A, his motion for relief from

03/25/2014 60 Judgment purs. to Mass R. Civ. P. 60(b) within 20 days. Defendant

03/25/2014 60 shall have 30 days to respond unless otherwise agreed to.

03/25/2014 60 (Christopher J. Muse, Justice). Notices mailed 3/25/2014

05/16/2014 61 Plaintiff Michael Dockery's MOTION to Vacate judgment, Memorandum of

05/16/2014 61 Law in Support, Affidavit of Michael Dockery in support; Defendant's

05/16/2014 61 Opposition, Statment of Reasons in support; Exhibit List

06/04/2014 62 Court received a letter from deft's counsel, Randall L. Souza, Esq,

06/04/2014 62 requesting leave to file deft's supplemental memorandum in support of

06/04/2014 62 its opposition to plttf's motion for relief from judgment

06/12/2014 63 Letter (P#62) After review, Request Allowed (Robert Cosgrove,

06/12/2014 63 Justice). Notices mailed 6/12/2014

06/18/2014 64 Deft's supplemental memorandum in support of its opposition to

06/18/2014 64 plttf's motion for relief from judgment

07/02/2014 65 Motion (P#61) As the defendant represents that the bankruptcy of GMAC

07/02/2014 65 Mortgage remains before the US Bankruptcy court and that that Court's

07/02/2014 65 "stay remains in full force and effect, " this court takes no action,

07/02/2014 65 nor shall it, abort the filing of documentation from the bankruptcy

07/02/2014 65 court clearly indicating that the proceedings there have concluded

07/02/2014 65 and that plaintiff's claims are properly before this court. The

07/02/2014 65 defendant's request for attorney's fees is denied at this time.

07/02/2014 65 (Cosgrove, J). Notices mailed 7/2/2014

10/07/2014 66 Plaintiff Michael Dockery's emergency MOTION for temporary

10/07/2014 66 restraining order or preliminary injunction to stop foreclosure

10/07/2014 67 (P#66) After review by the court, order of notice to issue

10/07/2014 67 returnable. Summons & Order of Notice to issue, returnable on

10/07/2014 67 10-14/14 @ 2PM in Brockton.

10/10/2014 67 Non-Party 21st Mortgage Corporation's MOTION for Temporary

10/10/2014 67 Restraining order or Preliminary injunction; statement of reasons

10/14/2014 68 Opposition to Plaintiff's motion for TRO or PI filed by Non party

10/14/2014 68 21st Mortgage Corporation, Statement of Reasons in Support

10/17/2014 69 Plaintiff's MOTION for Temporary Restraining order or Preliminary

10/17/2014 69 Injunction

10/23/2014 70 Non-Party 21st Mortgage Corporation's supplemental memorandum of law

10/23/2014 70 in support of its opposition to plttf's motion for temporary

10/23/2014

	70	restraining order or preliminary injunction
10/27/2014	71	Motion (P#69) After hearing, the motion for preliminary injunction
10/27/2014	71	is ALLOWED until 1/5/2015 @ 2 PM and the foreclosure is stayed until
10/27/2014	71	that date, to see what happens in the bankruptcy court. This matter
10/27/2014	71	is continued for further hearing on this matter on 1/5/2015 @ 2 PM
10/27/2014	71	(William F. Sullivan, Justice). Notices mailed 10/27/2014
10/27/2014	72	TEMPORARY RESTRAINING ORDER issued; \$90.00 received, Michael Dockery
10/27/2014	72	returnable 1/5/2015

Exhibit 6

Notice of Appeal

10-24-11

Date: October 24, 2011

Docket Number: 07-1433

Dockery

VS

GMAC Mortgage LLC

Notice of Appeal

I, Michael Dockery would like to inform the court that I want to appeal this case. I am doing so within the 30 days of the trial.

Thank You

A handwritten signature in black ink, appearing to read 'Michael Dockery', written in a cursive style.

Michael Dockery

Exhibit 7

Amended Schedules of Assets and Liabilities for GMAC Mortgage, LLC

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

In re

RESIDENTIAL CAPITAL, LLC, et al.,¹

Debtors.

Chapter 11

Case No. 12-12020 (MG)

(Jointly Administered)

**AMENDED SCHEDULES OF ASSETS AND LIABILITIES FOR
GMAC MORTGAGE, LLC (CASE NO. 12-12032)**

The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Residential Capital, LLC (0738); ditech, LLC (7228); DOA Holding Properties, LLC (4257); DOA Properties IX (Lots-Other), LLC (3274); EPRE LLC (7974); Equity Investment I, LLC (2797); ETS of Virginia, Inc. (1445); ETS of Washington, Inc. (0665); Executive Trustee Services, LLC (8943); GMAC Model Home Finance I, LLC (8469); GMAC Mortgage USA Corporation (6930); GMAC Mortgage, LLC (4840); GMAC Residential Holding Company, LLC (2190); GMAC RH Settlement Services, LLC (6156); GMACM Borrower LLC (4887); GMACM REO LLC (2043); GMACR Mortgage Products, LLC (6369); GMAC-RFC Holding Company, LLC (3763); HFN REO Sub II, LLC (N/A); Home Connects Lending Services, LLC (9412); Homecomings Financial Real Estate Holdings, LLC (6869); Homecomings Financial, LLC (9458); Ladue Associates, Inc. (3048); Passive Asset Transactions, LLC (4130); PATI A, LLC (2729); PATI B, LLC (2937); PATI Real Estate Holdings, LLC (5201); RAHI A, LLC (3321); RAHI B, LLC (3553); RAHI Real Estate Holdings, LLC (5287); RCSFJV204, LLC (2722); Residential Accredited Loans, Inc. (8240); Residential Asset Mortgage Products, Inc. (5181); Residential Asset Securities Corporation (2653); Residential Consumer Services of Alabama, LLC (5449); Residential Consumer Services of Ohio, LLC (4796); Residential Consumer Services of Texas, LLC (0515); Residential Consumer Services, LLC (2167); Residential Funding Company, LLC (1336); Residential Funding Mortgage Exchange, LLC (4247); Residential Funding Mortgage Securities I, Inc. (6294); Residential Funding Mortgage Securities II, Inc. (8858); Residential Funding Real Estate Holdings, LLC (6505); Residential Mortgage Real Estate Holdings, LLC (7180); RFC Asset Holdings II, LLC (4034); RFC Asset Management, LLC (4678); RFC Borrower LLC (5558); RFC Constructing Funding, LLC (5730); RFC REO LLC (2407); RFC SFJV-2002, LLC (4670); RFC-GSAP Servicer Advance, LLC (0289)

Creditor's Name	Address 1	Address 2	City	State	Zip	Co-Debtor	Date claim was incurred and consideration for claim	Subject to setoffs Y/N	Contingent	Unliquidated	Disputed	Total amount of claim
Michael Davalos vs. GMAC Mortgage, LLC; Federal National Mortgage Association; and Professional Foreclosure Corporation of Virginia. Docket: CL11-295 Matter: 710399	WARNER & RENICK, PLC	4648 BRAMBLETON AVEN SW PO BOX 21584	ROANOKE	VA	24018		General Litigation - Servicing - Mortgage		X	X	X	Unknown
MICHAEL DOCKERY VS. GMAC MORTGAGE LLC Docket: PLCV2007-01433 Matter: 686973	Dilday & Associates LLC	10 Liberty Street	Boston	MA	02109		General Litigation - Servicing - Mortgage		X	X	X	Unknown
MICHAEL E. BOYD v. GMAC MORTGAGE, LLC; MERS, INC. Docket: CV11-05018 Matter: 719832	5439 SOQUEL DRIVE		SOQUEL	CA.	95073		General Litigation - Servicing - Mortgage		X	X	X	Unknown
MICHAEL FORMAN VS GMAC MORTGAGE LLC Docket: C20108512 Matter: 705602	5190 EAST WOODGATE LANE		TUCSON	AZ	85715		General Litigation - Foreclosure		X	X	X	Unknown
Michael Garrett Burger v. GMAC Mortgage Company Docket: CV-2012-76 Matter: 728656	2241 Hwy 144		Ohatchee	AL	36271		General Litigation - Foreclosure		X	X	X	Unknown
MICHAEL HERMOSILLO VS GMAC MORTGAGE LLC FKA GMAC MORTGAGE Docket: BC 451604 Matter: 708377	Law Offices of Victor Hobbs	17981 Sky Park Circle Suite C	Irvine	CA	90012		General Litigation - Servicing - Mortgage		X	X	X	Unknown
Michael J Conlin v. Mortgage Electronic Registration Systems, Inc., US Bank National Association as Trustee, as Trustee for and unknown securitized trust Orlans and Associates, P.C., Marshall Isaacs Docket: 11-1204-CZ Matter: 720963	LAW OFFICES OF BRIAN P. PARKER, P.C.	30700 TELEGRAPH ROAD, STE 1350	BINGHAM FARMS	MI	48025		General Litigation - Servicing - Mortgage		X	X	X	Unknown
Michael J Freedlund and Teresa A Freedlund vs GMAC Mortgage LLC, fka GMAC Mortgage Corporation; The Bank of New York Mellon Trust Company National Association fka The Bank of New York Trust Company, NA as Successor to JPMorgan Chase Bank NA as Trustee For Ramp 2006RP2; Executive Trustee Services, LLC Docket: DC-11-12741-H Matter: 719469	KHIRALLAH PLLC	3333 LEE PKWY; STE 600	DALLAS	TX	75219		General Litigation - Servicing - Mortgage		X	X	X	Unknown

Exhibit 8

Cover Page for KCC Package Sent by Dockery

RECEIVED

SEP 25 2014

KURTZMAN CARSON CONSULTANTS

Michael Dockery

46 Sharon Street

Brockton, MA. 02302

617-212-8141

Sept 17 2014

Office of the United States Trustee

United States Bankruptcy Court for South District of New York

Clerks Office

One Bowling Green, Room 534

New York New York 10004

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

Case No. 12-12020)(MG)

Dear Sir/Madam

In this package, please find the following enclosed for filing on the above reference matter.

1. Motion to allow late filed claim to be treated as timely filed.
2. Plaintiff Affidavit in Support of motion to allow filed claim to be treated as timely filed and attachments 1-4.
 1. Affidavit of Plaintiff in lower court, in Support of the Motion for Relief from Judgment.
 2. Defendant's statement of reasons in support of its opposition to plaintiff's motion for relief from judgment.

3. Court's Order Staying proceedings
4. Defendant's Notice issued by the Land Court of Massachusetts to foreclose on property.

If you have any question in this matter please contact me, thank you for your time in this matter.

Very truly yours



Michael Dockery

CC:
ResCap Claims Processing Center c/o KCC